



**decision digital**  
results realized

## Terms of Service

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### **Confidentiality Notice**

*By opening, viewing and/or discussing the information contained herein, you acknowledge and agree that all information, intelligence, and/or disclosed or observed processes, whether presented in person, electronically, in printed form or any other way by Decision Digital, Inc. is considered confidential and the intellectual property of Decision Digital, Inc. Under no condition may any part be utilized, duplicated, implemented, incorporated, reproduced, or transmitted in any form by any means by any person or company, without the express written permission of Decision Digital, Inc.*

# Terms of Service

This Agreement is entered by and between you, hereafter referred to as "Customer," and Decision Digital Inc., a Georgia corporation, hereafter referred to as "d2i."

Whereas, Customer desires to purchase hardware and/or software and/or services from d2i and d2i agrees to provide said hardware and/or software and/or services; and.

Whereas, Customer desires for d2i to perform for Customer various services, including consulting, IT managed services, cybersecurity services, and the installation of computer hardware and software, upon the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

For and in consideration of the mutual covenants and agreements set forth herein and services to be rendered hereunder, Customer agrees to pay to d2i, as set forth by the following fee schedule collectively referred to as "Services":

Services	Hourly Fee	Initial Increment	Additional Increments
Standard Support Rate	190.00	15 Minutes	15 Minutes
Managed Services Support Rate	175.00	15 Minutes	15 Minutes
Consulting Rate	300.00	30 Minutes	15 Minutes

An hourly fee at the applicable rate x 1.5 per hour for all Services after Business Hours.

An hourly fee at the applicable rate x 2.0 per hour for all Services on Holidays.

As used herein, Business Hours are defined as 8:30am to 5:00 pm Monday through Friday, Eastern Time. Holidays are defined as New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving (Thursday and Friday) and Christmas Eve Day, Christmas Day. These days are subject to change depending on the days in which these holidays fall during any calendar year. Prior notice shall be given via customer portal and/or e-mail upon the determination and/or change of a holiday date.

As used herein, Services shall be billed at the Initial Increment ("Initial Increment") and the Additional Increments ("Additional Increments") thereafter, whether performed onsite, remote, or during travel. Travel time shall be billed at the Additional Increments for travel to the Customer's location, regardless of location or travel method.

As used herein, the Standard Support Rate shall apply to any time we are engaged or involved in discussing, managing, documenting and/or the performance of support tasks or processes that include but are not limited to:

1. Hardware, software, and/or services which comprise a local area, wide area, cloud, mobile, VoIP and/or wireless networks.
2. Network administration, monitoring, and/or management
3. Specific issue research and/or resolution
4. General guidance, usage, and implementation of commercially available line of business applications

As used herein, the Managed Services Support Rate is a discounted rate that shall apply to any time we are engaged or involved in discussing, managing, documenting and/or the performance of support tasks or processes that are outside the scope of a current managed services agreement. They include but are not limited to:

1. Hardware, software, and/or services which comprise a local area, wide area, cloud, mobile, VoIP and/or wireless networks.
2. Network administration, monitoring, and/or management
3. Specific issue research and/or resolution
4. General guidance, usage, and implementation of commercially available line of business applications

As used herein, Consulting Rate shall apply to any time we are engaged or involved in the consulting, analyzing, strategizing, architecting, and/or the managing of plans or processes that include but are not limited to:

1. Hardware, software, and/or services which comprise a local area, wide area, cloud, mobile, VoIP and/or wireless networks.
2. Software application development, whether existing or custom.
3. Specialized guidance, usage, and implementation of specific line of business applications
4. Business processes, technology direction, diagrams, workflows
5. Database script development and data handling, including mining, scrubbing, import/export
6. Professional Service Automation (PSA/CRM) and adjunct application programming
7. Customized reports (e.g., Crystal Reports, Excel, PowerBI, BrightGauge)

Customer understands and acknowledges that pre-arranged appointment times, whether onsite or remote, support or consulting, that are cancelled with less than 24 hours' notice or outright missed, may be subject to a cancellation fee equivalent to one (1) hour at the rate level that corresponds to the appointment type.

Upon acceptance of any given quote, proposal, and/or statement of work, 50% of all labor charges and the total of all hardware and software costs are due. The balance is due immediately upon delivery and/or completion of proposed hardware and/or software and/or services.

Additional customer provided hardware and/or software and/or services, can be installed or addressed, however, unless specifically indicated on the quote, proposal, and/or statement of work, installation of customer provided hardware and/or software and/or services is not included as part of said proposal and shall be chargeable to Customer at the above referenced rates.

Although d2i will undertake to perform in accordance with Customer's requests, d2i does not guarantee any particular result and Customer acknowledges and agrees that d2i shall not be liable to Customer for any claims or damages in the event that, after reasonable efforts, d2i is unable to achieve the result requested by Customer.

Title to any hardware and/or software herein being purchased is retained by d2i until complete and full payment of all outstanding invoice(s) is paid for by Customer, regardless of whether Customer has paid a specific invoice which may itemize a specific item of hardware and/or software. Once all of Customer's invoices have been paid to d2i, title shall pass to the Customer. Further, Customer grants d2i authorization to enter upon its premises for removal of any hardware and/or software as a result of any unpaid invoice(s) for hardware and/or software purchased from d2i. While Customer acknowledges that d2i has no obligation to accept return of any hardware and/or software purchased from d2i, in the event d2i accepts return or repossesses any hardware and/or software previously purchased from d2i, Customer will remain liable to d2i for 50% of the original purchase price of said hardware and/or software as a restocking charge.

Invoices not paid within 30 days of delivery and/or completion of hardware and/or software and/or services (whichever shall first occur) shall accrue interest at the rate of 21% per annum. Invoices not paid within 45 days will result in the suspension of all services to Customer. Customer shall indemnify d2i from any harm or claims, including those originating from Company, its representatives, affiliates, suppliers, or clients, resulting from the disruption of any services due to suspension, the purging of its tenancy and/or data, and/or the cessation of its tenancy and/or data and related services. Customer understands and acknowledges the window to question an invoice is no more than 90 days ("Dispute Period") from the date of invoice. Any refunds shall be at the full discretion of Decision Digital and handled as a credit against the Customer's account, to be applied to future work of the same Services. Customer may request a refund via their original method of payment, less the amount owed for any past due invoices, during the Dispute Period only.

Customer understands and acknowledges that most, if not all, software products are protected by various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Additionally, most, if not all, software products are licensed and not sold. Further most, if not all, software products require the end user to agree to a license agreement with the software vendor. Included within many such license agreements are restrictions on the use of the software and the requirement of a license for each computer for which the software is installed.

Proper licensing of customer-provided software is Customer's responsibility. Customer understands and acknowledges that for any software which Customer provides to d2i and requests d2i to install, that it is the Customer's sole responsibility to ensure that Customer has a valid license for each computer on which the software is installed, in the event said license is a requirement of a licensing agreement with a vendor. Additionally, it is the Customer's sole responsibility to adhere to various copyright laws and international copyright treaties, as well

as other intellectual property laws and treaties and any other terms required under any licensing agreement with software vendors and not the responsibility of d2i.

Notwithstanding anything to the contrary contained herein, Customer acknowledges and agrees that all information, including but not limited to plans, site surveys, roadmaps, business intelligence, and any disclosed or observed processes, whether presented in person, electronically, in printed form or any other way by d2i, (hereinafter "d2i's Work") is considered confidential and the intellectual property of d2i. No part of d2i's Work may be utilized, duplicated, implemented, incorporated, reproduced or transmitted in any form by any means by the Customer without specific purchase from d2i or the express written permission of d2i. d2i shall be entitled to avail itself of any remedies available to d2i at law or in equity in the event Customer does not comply with this provision.

In the event that d2i is at any time named or joined as party in any suit or other action arising out of the use of computer software by Customer, Customer hereby agrees to further indemnify and hold harmless d2i from all liability, costs and expenses, losses and damages, demands, claims and judgments, including, without limitation, payment of attorneys' fees, with respect to such suit or other action and d2i shall have no obligation or liability therefore. The only exception from this indemnification is software purchased from d2i and used as directed by d2i.

Customer agrees to defend, indemnify and save d2i harmless from and against any and all claims, demands, actions, lawsuits, penalties, losses, damages, costs, liabilities and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, or arising out of or in connection with the actions of the Customer and/or Customer's employees, agents or invitees.

Customer agrees to purchase and maintain throughout the term of this Agreement a liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the specific services described in this Agreement.

Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems; Loss or denial of service; No cyber terrorism exclusion; with a minimum limit of \$3,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

d2i hereby expressly disclaims all warranties either expressed or implied and further disclaims any warranty of merchantability or fitness for a particular purpose. Customer acknowledges that d2i shall not be obligated to Customer for any damages, including, but not limited to, special, incidental or consequential damages arising out of or in connection with any hardware and/or software and/or services purchased by Customer or for any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with any hardware and/or software and/or services performed by d2i, whether in a contract or tort action including negligence even if d2i has been advised by Customer of the possibility of such damages. This disclaimer by d2i in no way affects the Customer's rights under the term of a manufacturer's warranty, if any.

d2i shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if d2i has been advised of the possibility of such damages), resulting from any failure or disruption of any cloud platform services. d2i makes no warranty that the cloud platform services will be uninterrupted, timely, secure, or error-free. Any repairs for said damages shall be chargeable to Customer

d2i shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if d2i has been advised of the possibility of such damages), resulting from malware, ransomware, viruses, acts of god, including, electrical surges or spikes, defective hardware or software, software installed by automatic means or person, failures caused by Customer's employees, agents, invitees, or other faults or failures, including, but

not limited to, loss of data, man hours, equipment failure or other special, incidental and/or consequential damages arising through fault or failure. Any repairs for said damages shall be chargeable to Customer.

d2i and Customer each agree that they will not directly or indirectly encourage any employee of the other company to leave his or her employment with the other company. Further, d2i and Customer both agree that they will not hire or cause to be hired or employed, or establish a business with, any person who was employed by the other company during the two (2) year period prior to the termination of this Agreement. The provisions of this paragraph will remain in effect for two (2) years following termination of this Agreement.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to 15% of the amount due as attorney's fees, plus costs and expenses in addition to any other relief to which such prevailing party may be entitled.

Customer hereby acknowledges receipt of a true and correct copy of this writing and that this Agreement shall be construed in accordance with the laws of the State of Georgia. The parties hereby consent to the jurisdiction of the State Court of Fulton County for enforcement of this Agreement.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior discussions and agreements between the parties with respect to the subject matter of this Agreement. No alteration or modification of this Agreement shall be binding unless agreed to in writing by the parties. This Agreement shall be binding on and inure to the benefit of the heirs, successors, administrators, executors and assigns of the parties hereto.

The persons executing this Agreement on behalf of the parties represent that they are authorized to and have the capacity to execute this Agreement on behalf of the respective parties.