

DECISION INC. STANDARD TERMS & CONDITIONS

The DECISION INC. STANDARD TERMS & CONDITIONS are applicable to and incorporated into all Statements of Work.

1. DEFINITIONS

- 1.1. "Agreement" means the Agreement between Decision Inc. and The Client, consisting of the Statement of Work, these Terms and Conditions, together with any schedules, addenda, and other attachments referenced hereto, or to the Statement of Work, and as may be amended from time to time in accordance with sub-section 13.3
- 1.2. The "Client" means the party named elsewhere in this Agreement with whom Decision Inc. contracts to provide Services. The Client is the second party to this Agreement.
- 1.3. "Commencement Date" means the date by which the Services will commence as set out in the respective Statement of Work.
- 1.4. "Completion Date" means the date by which the Services will be completed as set out in the Statement of Work.
- 1.5. "Decision Inc." means Decision Inc. (UK) Limited, a company registered in England (Company No: 6322209) whose registered place of business is 2 Eastbourne Terrace, London W2 6LG, United Kingdom is the first party to this Agreement.
- 1.6. "Parties" means Decision Inc and the Client and Party means one of them as the context requires
- 1.7. "Software" means Software developed by Decision Inc. for The Client under the Agreement and/or any part thereof, as may be amended by Decision Inc. or The Client from time to time. Software does not include any software licensed to The Client by Decision Inc. under separate Agreement.
- 1.8. "Statement of Work" means each Statement of Work concluded and signed by the Parties and setting out Services that Decision Inc has agreed to render to the Client substantially in the form set out in Article 2.
- 1.9. "Services" means the services as set out in the Statement of Work signed by both Parties
- 1.10. "Supplier" means the party, Decision Inc. (UK) Limited.
- 1.11. "Service Level Agreement" or "SLA" means the service performance standards, targets, and obligations applicable to the Services provided by the Supplier to the Client under this Agreement.

2. SCOPE

- 2.1. These Standard Terms and Conditions are agreed to be incorporated into and to apply to each Statement of Work concluded between the Parties.
- 2.2. This Agreement sets out the basis upon which Decision Inc. shall provide Services to The Client.
- 2.3. In the event of a conflict between the terms of the Master Services and the Statement of Work, the terms of the Statement of Work shall apply to the extent of the conflict.

3. SERVICES PROVIDED

- 3.1. The Services provided may be for a variety of activities including but not limited to software investigation, business analysis, training, software or data conversion, testing and software development and implementation. Decision Inc. will provide the personnel set out in the Statement of Work and as reasonably required to carry out the Services.
- 3.2. Should Decision Inc. provide an estimated effort and completion date to The Client for specific tasks, Decision Inc. shall use all reasonable efforts to complete the tasks within the estimated time and effort but a failure to do so by Decision Inc. shall not constitute a breach of Contract by Decision Inc.. Time of completion is not of the essence and any estimated effort and completion date is provided as an estimate only and Decision Inc. shall not be liable for any loss whatsoever arising from any failure to perform the services by that date.

4. PERSONNEL

- 4.1. Decision Inc. personnel will at all times remain under the management of Decision Inc. and be subject to Decision Inc.'s conditions of employment.
- 4.2. The Client agrees that a representative of The Client will be present when Decision Inc. personnel are on The Client's premises. Decision Inc. reserves the right to withdraw its personnel if a representative of The Client is not present.
- 4.3. Decision Inc. shall procure that its personnel comply with all reasonable standards of safety and comply with the company's health and safety procedures in all of the premises that the services are provided. The Client shall ensure that the working conditions of Decision Inc. personnel shall comply with all Health & Safety legislation that applies to The Client's employees.
- 4.4. The Client shall provide adequate and suitable accommodation and equipment comparable with those provided by The Client for their own employees on site for the purposes of this Agreement.
- 4.5. The Client agrees to co-operate with Decision Inc. in the performance of Decision Inc.'s services and to give such support, facilities and information as may be reasonably required to allow Decision Inc. to perform the Services and comply with its obligations to The Client.
- 4.6. Decision Inc. shall have discretion as to which of its employees are assigned to perform Services and may substitute employees or sub-contractors but shall consult with The Client concerning any significant changes. Decision Inc. shall be entitled to sub-contract any of its rights or duties under this Agreement but undertakes to obtain consent from The Client before delegating any of Decision Inc.'s obligations hereunder.
- 4.7. The Client undertakes that neither it (including for this purpose any subsidiary or associated company) nor any person connected with it will directly or indirectly solicit or recruit as an employee or engage as an independent contractor any person employed or engaged by Decision Inc. in connection with the Services provided hereunder whilst rendering Services and for a period of 12 months after such person last provided services to The Client.
- 4.8. In the event that The Client breaches the undertaking in sub-section 4.7 The Client shall pay Decision Inc. as agreed and liquidated damages, a sum equal to 30% of the annual remuneration or payment and any other benefits payable to the relevant individual by Decision Inc. at the rate payable during the week immediately prior to such individual ceasing to provide services to Decision Inc.
- 4.9. Unless specifically authorised to do so by The Client in writing, Decision Inc. and its personnel shall not: (a) have any authority to incur any expenditure in the name of or for the account of The Client; or (b) hold itself out as having authority to bind The Client.

5. INVOICING & PAYMENT

- 5.1. Unless specified otherwise in the Statement of Work, Decision Inc. will charge The Client for the Services on a time and materials basis at a daily or hourly rate which is specified in the Statement of Work. The daily rate is based on a standard 8 hours consulting time excluding travelling time unless otherwise stated in the Agreement.
- 5.2. Decision Inc. shall be entitled to increase its daily rates on an annual basis, which will coincide with the anniversary of the first commissioned work with the client. All services shall thereafter be provided at the new rates notified. If The Client objects to the increase in daily rates Decision Inc. shall reserve the right to suspend provision of the consultancy services until such time as an agreement is reached between the parties.
- 5.3. Decision Inc. will charge The Client at cost all reasonable expenses and other costs incurred by Decision Inc. and Decision Inc. personnel in the provision of consultancy services including, but not restricted to, travel costs, communication costs, meals and hotels subject to the production of receipt's or other appropriate evidence of payment. Car travel will be charged at the rate of 45 pence per mile.
- 5.4. Decision Inc. will invoice The Client at the end of each month in which consultancy services have been supplied to The Client. Where applicable, VAT and any other UK taxes, duties or levies at the then prevailing rate shall be added to the invoice.
- 5.5. It is the responsibility of The Client to ensure that any additional information that is required for the invoices to be paid, including, but not restricted to, purchase order numbers or other references is notified to Decision Inc. in writing. The absence of such information on an

invoice due to failure by The Client to notify Decision Inc. is not a valid reason for disputing the invoice or for not paying the due amount.

- 5.6. The invoice will be posted by Decision Inc. by the seventh working day of the month following that in which consultancy services have been provided and will be sent to the employee or department specified by The Client. If The Client has not specified such a person, the invoice will be addressed to the representative of The Client named elsewhere in this Agreement. If the invoice is posted after the seventh working day the due date for payment in sub-section 5.10 shall be adjusted accordingly.
- 5.7. The Client shall give 30 days notice in writing to Decision Inc. if the invoice address details are to be changed. It is the responsibility of The Client to ensure that arrangements are made for paying the invoice if the person to whom it is addressed is not available for any reason.
- 5.8. For clients with an invoice address in the United Kingdom invoices shall be sent by first class post and deemed to be received 2 working days from the date of posting. All other invoices will be posted by air-mail. For clients with an invoice address in Europe but outside the United Kingdom invoices will be deemed to be received 4 working days from date of posting. For other clients invoices will be deemed to be received 6 working days from date of posting.
- 5.9. The Client shall notify Decision Inc. within 10 working days of receipt of an invoice if The Client considers such invoice incorrect or invalid for any reason and shall give a valid and reasonable reason for disputing the invoice. Any portion of the invoice amount which is not disputed shall remain payable by the due date and shall be subject to interest in the event of late payment in accordance with sub-section 5.11
- 5.10. The due date for payment of the invoice is 30 days from the date of the invoice, provided the invoice is valid and undisputed. The Client selected to pay a 60- or 90-day term prior to the start of the project, but this will effect a change in the rate all work is charged at as per the rate card (R30, R60 or R90).
- 5.11. Apart from any portion of the invoice amount in respect of which The Client has previously raised a reasonable and valid dispute in writing, all sums due from The Client which are not paid within 30 days from receipt of invoice by The Client shall bear interest. The interest shall be calculated on the unpaid portion of the invoice on a daily basis from the date of receipt of the invoice by The Client to the date payment of the unpaid portion is received by Decision Inc. The interest rate to be used is that prescribed in section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 8% per annum.
- 5.12. The Client shall not be entitled to delay or withhold payment of any sum otherwise payable to Decision Inc. by reason of any claim, set-off or for damages in relation hereto.

6. CONFIDENTIALITY

- 6.1. Decision Inc. acknowledges that in the course of this engagement its personnel will have access to Confidential Information (as defined below). Decision Inc. has therefore agreed to accept the restrictions in this clause 6. For the purpose of this clause 6, "Confidential Information" means any information or materials (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of The Client or any Client group company for the time being confidential to The Client or any Client group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company Client or any Client group company or any of its or their business contacts.
- 6.2. Decision Inc. shall not, and shall procure that its personnel shall not, (except in the proper course of its duties) either during the engagement or at any time after the termination of this Agreement, use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to: (a) any use or disclosure authorised by The Client or required by law; or (b) any information which is already in, or comes into, the public domain otherwise than through Decision Inc.'s unauthorised disclosure.
- 6.3. All documents, manuals, hardware and software provided for Decision Inc.'s use by The Client, and any data or documents (including copies) produced, maintained or stored on The Client's computer systems or other electronic equipment (including, but not limited to, mobile phones provided by the Company), remain the property of The Client. Data Security

- 6.4. The Client shall be solely responsible for the security and provision of back-up copies of Client's software and data including but not limited to Software. Decision Inc. shall not be held responsible for loss or corruption of any of The Client's data.

7. DATA SECURITY

- 7.1. The Client shall be solely responsible for the security and provision of backup copies of The Client's software and data including but not limited to software. Decision Inc. shall not be held responsible for loss or corruption of any of The Client's data except where such loss or corruption is caused by any willful act of Decision Inc. personnel.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. For the purpose of this clause "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 8.2. Title to any Intellectual Property (except library items as referred to below) arising, created or developed as a result of or relating to the performance of the services by Decision Inc. will vest in The Client.
- 8.3. The Client acknowledges that elements of the services which constitute general know-how or expertise are part of Decision Inc.'s library of techniques, copyright or designs, concepts, devices, images etc. ("the library items") and are not Client specific. The Client further acknowledges that in the performance of the services Decision Inc. is likely to develop new or enhanced library items and that such items are and remain the exclusive property of Decision Inc..
- 8.4. Decision Inc. hereby grants a non-exclusive royalty free irrevocable license to The Client to use such library items as are included in the services.
- 8.5. All Intellectual Property Rights save those in respect of the library items referred to above shall belong to The Client.

9. LIMITATION OF LIABILITY

- 9.1. Under no circumstances shall either of the Parties be liable to the other Party for any consequential, indirect, special, punitive or incidental damages, losses, expenses or costs, whether in contract, delict (Tort) or otherwise, whether based on this Agreement or any commitment or Services performed or undertaken in terms of, or arising from, this Agreement.
- 9.2. Each Party's aggregate total liability for direct damages, direct losses, direct costs or direct expenses suffered in terms of, or arising from, this Agreement, howsoever arising or caused, shall be limited to the lesser of:
- 9.2.1. the fees paid by the Client to Decision Inc. in the 12 (twelve)-month period preceding the date on which the relevant claim arose and, if the claim arose during the first 12 (twelve)-month period, the fees paid in the month in which the claim arose, multiplied by 12 (twelve); or
- 9.2.2. the value of the Statement of Work.
- 9.3. Exclusion of liability for implied terms, misrepresentation and breach of warranty:
- 9.3.1. The Client agrees that all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.3.2. The Client acknowledges that it has not relied on or been induced to enter into this Agreement by any statement, representation, warranty or understanding of any person (whether a party to this Agreement or not) which is not set out in this Agreement or the Terms of Engagement.
- 9.3.3. The Client agrees that it will have no right of action or remedy arising out of or in connection with any statement, representation, warranty or understanding of any person which is not set out in this Agreement or Terms of Engagement.
- 9.4. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any incidental, special, indirect, or consequential loss or damage of whatever nature, including but not limited to loss of or injury to earnings, loss of use, loss of profits,

loss of and/or damage to goodwill and/or loss or spoiling of data, suffered by any person including but not limited to the other party or the other party's clients, and whether caused directly or indirectly.

- 9.5. Decision Inc. shall maintain in force during the Agreement full and comprehensive professional indemnity insurance cover, commercial general liability insurance cover, employer's liability insurance cover and public liability insurance cover in respect of the provision of the Services taken out with reputable insurers. Decision Inc. shall on request supply to The Client copies of such insurance policies and evidence that the relevant premiums have been paid.

10. FORCE MAJEURE

- 10.1. Neither party to the Agreement shall be liable for any delay or failure to perform its obligations under the Agreement caused by any national emergency, war, prohibitive governmental regulation, industrial dispute or other circumstances beyond its reasonable control, save in respect of payments due hereunder.

11. STATUS AND INDEMNITY

- 11.1. The relationship of Decision Inc. to The Client will be that of independent contractor and nothing in this Agreement shall render Decision Inc.'s personnel an employee, worker, agent or partner of The Client and the Decision Inc. shall procure that its personnel shall not hold themselves out as such.
- 11.2. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly Decision Inc. shall be fully responsible for and shall indemnify The Client and any Client group company for and in respect of: (a) any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services by Decision Inc.'s personnel, where such recovery is not prohibited by law. Decision Inc. shall further indemnify The Client and any Client group company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by The Client or any Client group company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Decision Inc.'s personnel against The Client or any Client group company arising out of or in connection with the provision of the Services.
- 11.3. The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to Decision Inc..
- 11.4. If any claim is made against The Client that any of the Intellectual Property Rights arising out of the supply of services or the use of supply of the products of the services infringes the United Kingdom patent, copyright, design or trademark rights of any third party, then Decision Inc. shall indemnify The Client against any settlement, damages and costs awarded against The Client plus in either case reasonable legal fees (if any) in connection with the claim provided:
- 11.4.1. The Client gives Decision Inc. notice of receipt of any alleged infringement or claim within 5 working days of itself having become aware of any alleged breach or claim.
- 11.4.2. The Client does not make any admissions in respect of such alleged infringement or claim without Decision Inc.'s written consent and The Client complies with all reasonable instructions given by Decision Inc..
- 11.4.3. Decision Inc. is given control of any negotiations or proceedings in connection with any alleged infringement.
- 11.4.4. The Client uses its best endeavours to provide its full co-operation and assistance to Decision Inc. for the purposes of any negotiations or proceedings.
- 11.4.5. Except pursuant to a final award, The Client does not pay or accept any such claim or compromise any such proceedings without the consent of Decision Inc..
- 11.4.6. Without prejudice to The Client's duty at common law, Decision Inc. shall be entitled to require The Client to take such steps as Decision Inc. are reasonably required to mitigate to reduce any damages, costs or expenses for which Decision Inc. are liable to indemnify The Client under this Section.
- 11.5. Decision Inc. shall not be liable to The Client under this Section if the alleged or actual infringement is caused or precipitated by:

- 11.5.1.** Any modification or alteration of the services or products supplied by Decision Inc. that was not designed, supplied or approved by Decision Inc. or
- 11.5.2.** Any breach by The Client of this Agreement.

12. TERMINATION

- 12.1.** Either party may terminate the Agreement forthwith upon written notice to the other if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has a liquidator appointed.
- 12.2.** Either party may terminate the provision of consultancy services to be carried out hereunder upon three month's written notice to the other given at any time.
- 12.3.** On the termination or expiry of this Agreement Decision Inc. shall: (a) immediately deliver to The Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of The Client or Client group company, any keys, and any other property of The Client or any Client group company, which is in his possession or under his control; (b) irretrievably delete any information relating to the business of The Client or any Client group company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of The Client; (c) provide a signed statement that he has complied fully with his obligations under this clause; and (d) promptly refund to The Client any fees or charges it has prepaid for Services which it will no longer receive as a consequence of the termination.

13. GENERAL

- 13.1.** Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.
- 13.2.** Each party acknowledges that this Agreement (as varied) contains the whole Agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 13.3.** The Agreement is the whole agreement and may only be amended in writing, referenced hereto and signed by the authorised representatives of both Decision Inc. and The Client.
- 13.4.** This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England or Wales. The submission by the parties to such jurisdiction shall not limit the right of Decision Inc. to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
- 13.5.** Neither party shall assign the Agreement without the other party's written consent that shall not be unreasonably withheld.
- 13.6.** Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 13.7.** The invalidity in whole or in part of any provision of the Agreement, shall not affect the validity of any other of its provisions.
- 13.8.** Remedies available to either party for breach of the Agreement may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 13.9.** Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 13.10.** Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or such other address substituted in writing under sub-section 13.11
- 13.11.** Each of the parties shall give notice to the other of the change of any address or telephone, facsimile or similar numbers at the earliest possible opportunity but in any event within 24 hours of such change.

13.12. All Agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.

For and on behalf of

DECISION INC. UNITED KINGDOM LIMITED

Name: _____

Position: _____

Signature: _____

Signed **DECISION INC.** at _____ this _____ day of _____ 20____

For and on behalf of

Name: _____

Position: _____

Signature: _____

Signed _____

at _____ this _____ day of _____ 20____