

Statement of Work for i2 Services

SOW Detail

SOW No: [REDACTED]
Effective Date: Jan 9, 2023
Expiration Date: Mar 31, 2023

Customer Details

Customer name: Home Office
Attn Contact name: [REDACTED]
Attn Contact email: [REDACTED]
Customer Address: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This Statement of Work is subject to the Professional Services Agreement at Appendix D "the Agreement", which is hereby incorporated. The Agreement defines important terms and conditions relating to our business transaction. Nothing stated in this paragraph shall have the effect of excluding or limiting liability for fraud. Each of us agrees that the complete agreement between us regarding this transaction consists of the Agreement and this Statement of Work, and replaces any oral or written communications between us. In the event of any conflict between the Agreement and the terms of this Statement of Work, the terms of this Statement of Work shall prevail to the extent of such conflict. In the event of any conflict between this Statement of Work and any Schedules or Appendices, the Schedules or Appendices shall prevail to the extent of such conflict. This Statement of Work may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Statement of Work. Once accepted, i) any reproduction of this Statement of Work made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Services under this Statement of Work and the Agreement are subject to it.

Commerce Decisions - i2 UK

Name: [REDACTED]
Title: [REDACTED]
Executed Date: [REDACTED]
Signature: [REDACTED]

Home Office

Name: [REDACTED]
Title: [REDACTED]
Date: [REDACTED]
Signature: [REDACTED]

Scope of Services

i2 will provide up to 10 days of ad-hoc, on-site Consultancy services to assist HMPO [REDACTED]
[REDACTED]

Hourly Charges

| Resource | Hours | Rate | Net Price |
|------------------|-------|------|-----------|
| | | | |
| Total List Price | | | |
| Total Net Price | | | |

The estimated expenses for this SOW are [REDACTED] All charges are exclusive of any applicable taxes. Any estimate given by i2 of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual charges may differ, and i2 may adjust the mix of hours and rates shown above without a PCR as described in Appendix A: Project Change Control Procedure, as long as the Total Estimated Services Charges are not exceeded. Travel and living expenses are not expected for this SOW. Should any travel to your facility under this SOW be required, estimated travel and living expenses will be paid by you and will be authorized through the procedure described in Appendix A: Project Change Control Procedure.

Total Services Amount: £ [REDACTED]

Termination of Services

These Services will end upon the earlier of i2 completing the Estimated Total Hours (or Days if defined as such in the Charges section) or the Estimated End Date unless otherwise agreed by both of us in writing. The Customer may terminate this Statement of Work by giving i2 one month’s written notice. In the event of such termination, then the charges for the Services provided shall be calculated using the charging rates as applicable for the actual duration of the Services.

Appendix A: Additional Terms & Conditions

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A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. i2 will specify any charges for such investigation.

i2 and you may determine that it is necessary to exceed the number of estimated hours for the Services as stated in the "Charges" section. In such event, you may authorize additional hours and funding by written request. The request must reference the SOW number. Through the end of the calendar year (i.e., December 31) during which this SOW is originally executed, additional hours, funding, and End Date extension may be requested in writing, at the originally contracted hourly rate, specified in the "Charges" section. If accepted or initiated by i2, such letter or e-mail will act as a change authorization to this SOW. All other requested changes will require execution of a Project Change Request.

Appendix A: Additional Terms and Conditions

- a. Within five (5) business days of receipt, Client Point of Contact will either accept a deliverable or provide i2 with a list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by i2 will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by i2 will be managed through the Project Change Control Procedure.

Appendix B: Additional Terms and Conditions

This section applies only to any open source software included in the definition of Prerequisites ("OSS"). OSS that i2 may install, update, access or otherwise use for you under this SOW is licensed and distributed to you by the OSS distributors and/or respective copyright or other right holders under their terms and conditions. i2 is not a licensee, licensor or distributor of such OSS, and performs the work described in this SOW on your behalf. Notwithstanding anything to the contrary contained in the Agreement, i2 makes no express or implied warranties or representations with respect to such OSS and provides no indemnity for such OSS. i2 grants no express or implied patent or other license with respect to such OSS. i2 is not liable for any damages arising out of the use of OSS. Any modification or creation of derivative works of any OSS is outside the scope of this SOW.

Appendix C: Sample Project Change Request

| | | |
|--|----------------------------------|-------------|
| PROJECT CHANGE REQUEST (PCR) | | |
| PCR Date: | Requested by: | PCR Number: |
| <p>This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on {insert mm/dd/yyyy}, unless extended by i2 in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.</p> | | |
| <p>The parties agree that this PCR modifies the existing referenced SOW as follows: {insert language regarding the changes to the SOW here}</p> | | |
| <p>{insert language regarding the impact of the changes here... sample text is below}</p> <p>If extending the date: The new estimated End Date is {End Date}.</p> <p>If adding hours: The additional estimated services hours for this PCR are {Number of hours}, at \${Hourly rate} per hour, for additional estimated professional services charges of \${Fee total}.</p> <p>If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is \${Fee total}.</p> <p>If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.</p> | | |
| PCR Approval | | |
| <p>In entering into this PCR, you are not relying upon any representation made by or on behalf of i2 that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.</p> | | |
| Agreed to: | Agreed to: | |
| {Client Legal Name} | i2 Group | |
| By (Authorized Signature): | By (Authorized Signature): | |
| DRAFT – NOT FOR SIGNATURE | DRAFT – NOT FOR SIGNATURE | |
| Title: | Title: | |
| Name (type or print): | Name (type or print): | |
| Date: | Date: | |
| PCR Estimated Start Date (remove if not applicable): | Statement of Work Name: | |
| PCR Estimated End Date (remove if not applicable): | Statement of Work Number: | |
| | i2 Group Email: | |

Appendix D: PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “**Agreement**”), by and between Commerce Decisions - i2 UK (“**i2**”), with its principal place of business located at , and Home Office with its principal place of business located at HO Box 5015SSCLPhoenix House Newport United Kingdom NP10 8FZ (“**Customer**”), is made and entered into as of the date last signed below (the “**Effective Date**”).

WHEREAS:

- a. Customer previously licensed the right to use the i2 software product (“**i2 Software**”) from i2;
- b. Customer wishes to obtain certain professional services from i2 related to i2 Software; and
- c. Company has agreed to provide such services as described herein and on the attached Statement(s) of Work (“**SOW**”) on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants set out in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. SCOPE OF SERVICES

1. i2 will provide the services to Customer as detailed in the SOW (the “**Services**”). i2 will provide these Services for the fees and expenses set forth in Section B of this Agreement and as further detailed in a Quote or SOW.
2. Customer acknowledges that the Services are limited to those stated in the SOW, based on information provided to i2 by Customer, and such additional assumptions as i2 deems appropriate. Notwithstanding any other provision of this Agreement, it shall be the sole responsibility of Customer to independently and thoroughly review all such information that is provided to i2 prior to the performance of the Services by i2.
3. If requested by i2 or as stipulated in the SOW, Customer shall provide i2 with workspace and facilities, administrative and technical support and such additional cooperation as is determined by i2 as necessary to perform its obligations under this Agreement, including but not limited to **(a)** policies and procedures, and **(b)** access to information systems.

B. PAYMENT

1. Customer agrees to pay to i2 the fees for the Services at the rates and on the payment terms specified in the Quote or the SOW.
 2. Any invoice not paid by the due date will be deemed late, and will accrue late charges as of the due date. Late charges are calculated at the rate of one and one half percent (1.5%) per month (eighteen percent (18%) per year), not to exceed the highest rate permitted by law. Customer agrees that such late charges are reasonable under these circumstances and agrees to pay all such late charges. No interest may accrue, however, with respect to any invoice that is the subject of a Bona Fide Dispute (as that term is defined in Section B.4).
 3. “**Bona Fide Dispute**” shall mean any good faith dispute related to fees billed which Customer has asserted in writing to i2 within thirty (30) calendar days of the date of the invoice, specifically identifying the disputed charge and the specific cause for the dispute. If Customer fails to submit and identify a Bona
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Fide Dispute to i2 within the required thirty (30) calendar days from date of invoice, Customer shall waive any and all rights to dispute or assert such dispute as defense to payment requirements. The parties agree to use reasonable efforts in a good faith attempt to resolve a Bona Fide Dispute in accordance with procedures (i) and (ii) below, either telephonically or in person. If the parties fail to resolve a Bona Fide Dispute, each party may assert its other rights and remedies provided under this Agreement; **(i) Step One:** Customer's Project Manager and i2's Project Manager or Professional Service Manager will use reasonable efforts to reach a resolution of such dispute within a period of five (5) consecutive working days. If the parties fail to resolve the dispute within said time frame, the parties proceed to Step Two; **(ii) Step Two:** Customer's Project Sponsor and i2's Senior Manager of Professional Services or Executive Vice President will use reasonable efforts to reach a resolution of such dispute within a period of five (5) consecutive working days.

4. In the event that Customer's reasonable employee policies and procedures require health screenings, physicals, drug tests, background tests or any of the like, it shall be at the sole expense of Customer (such expense being specifically excluded from fees specified in the SOW(s)) and the sole responsibility of Customer to promptly facilitate any such testing as may be more fully specified in any applicable Amendment, SOW or Exhibit hereto. The provision of this Section B.5 shall in no way be deemed to alter the parties understanding under Section H.3 Independent Contractor Status.
5. Cancellation of any mutually agreed to on-site Professional Services by Customer is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, Customer will be billed for any on-site fees, plus any non-recoverable costs incurred by i2 due to advance scheduling of travel. Additionally, Customer hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as i2's then current schedule permits. i2 is not responsible for any delay in Customer's project resulting from Customer's cancellation of Professional Services.
6. Cancellation of any mutually agreed to on-site Professional Services by Customer is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, Customer will be billed for any on-site fees, plus any non-recoverable costs incurred by i2 due to advance scheduling of travel. Additionally, Customer hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as i2's then current schedule permits. i2 is not responsible for any delay in Customer's project resulting from Customer's cancellation of Professional Services.

C. CONFIDENTIAL INFORMATION

1. **"Confidential Information"** means all information or material belonging to a party that such party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written or electronic form, and which includes all materials that are (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the manner in which the Services are provided or (C) which should be known or understood to be confidential or proprietary by an individual exercising
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reasonable commercial judgment in the circumstances. Confidential Information does not include information that: **(a)** is or becomes a part of the public domain through no act or omission of the other party; **(b)** was in the other party's lawful possession prior to disclosure; **(c)** is lawfully disclosed to the other party by a third party without restriction on disclosure; or **(d)** is independently developed by the other party.

2. Each party agrees to use its best efforts to hold the other party's Confidential Information in the strictest confidence and expressly covenants not to use or disclose, directly or indirectly, such Confidential Information during or after the term of this Agreement without the express written consent of the party to whom the Confidential Information belongs.

D. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall continue for a period as either stated in either the SOW or the Quote, or if both are silent, then it shall be for a term of one (1) year. This Agreement shall automatically renew for successive terms only if permitted under the SOW or the Quote unless terminated by either party by providing notice prior to the date on which such automatic renewal is set to occur.
2. A party may terminate this Agreement by providing the breaching party with prior written notice in the event the breaching party fails to keep, observe or perform any material obligation of this Agreement, including non-payment. The breaching party shall be provided with a reasonably sufficient description of such breach and a cure period as follows;
 - a. If the material breach is a failure to pay an amount due and payable under this Agreement and not the subject of a Bona Fide Dispute, the cure period after prior written notice shall be twenty (20) days.
 - b. For all other material breaches, the cure period shall be forty-five (45) days.
3. In the event of termination, Customer agrees to pay all amounts due and payable to i2, including but not limited to time, materials and expenses incurred in the performance of Services up to the effective date of termination at i2's rates as stipulated in either the Quote or the SOW, regardless of whether or not a milestone or other such payment marker is achieved or not (but in no event can the fees for Services associated with a milestone or other payment marker exceed the milestone amount indicated in the Quote or SOW, exclusive of all reimbursable expenses and interest).
4. Upon the effective date of termination, i2 shall have no further obligations under this Agreement. The terms of this Agreement shall continue to govern fees due and payable to i2 by Customer after the effective date of termination of this Agreement but incurred by i2 prior to the effective date of termination.

E. NON-SOLICITATION OF EMPLOYEES

1. Customer acknowledges and agrees that i2 has invested substantial time and effort in assembling and training its personnel. In addition, as a result of employment by i2, such personnel have gained knowledge of the business affairs and operations of i2, which Customer agrees is Confidential Information of i2. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Customer will not directly or indirectly solicit for hire or otherwise offer positions of employment to, or in any manner financially engage any i2 employee who provided Services or was otherwise introduced to the Customer during the term of this Agreement.
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2. In the event Customer directly or indirectly solicits for hire any i2 employee or otherwise offers a position of employment to, or otherwise financially engages any i2 employee during the term of this Agreement or for one (1) year thereafter, Customer will pay i2 a sum equal to fifty percent (50%) of the most recent annual employment cost for that employee. Such sum will be due and payable upon hiring of the employee. For purposes of this Agreement, annual employment cost means the aggregate of the employee's base salary.
3. This Section E shall not apply to employees who reply solely to a general solicitation for employment.

F. WARRANTY

1. i2 warrants that the services provided hereunder will conform to industry accepted professional standards of quality.
2. **THE FOREGOING EXPRESS WARRANTY CONSTITUTES THE ONLY WARRANTY PROVIDED BY i2. i2 MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE OR OTHERWISE WITH REGARD TO ANY SERVICES PROVIDED. i2 DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

G. LIMITATION OF LIABILITY

1. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, i2'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO i2 UNDER THIS AGREEMENT.
 2. IN NO EVENT SHALL i2 BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, SPECIAL OR EXEMPLARY DAMAGES OR EXPENSES – INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS, AND SAVINGS – PURSUANT TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF SUCH DAMAGES.
 3. i2 assumes no responsibility for any overpayment, loss, or liability that results directly or indirectly from inaccurate information, incorrectly coded material, incorrectly dated material, insufficient authorizations, faulty DOCUMENTATION PROVIDED TO i2.
 4. Notwithstanding any other provision of this Agreement, Customer agrees that Customer is solely responsible for independently determining that all actions taken by Customer are consistent with applicable laws and ethical standards governing Customer. In no event shall i2 be liable in whole or in part, either directly or indirectly for Customers' violations of laws.
 5. Customer hereby agrees to defend, indemnify and hold i2 and its officers, directors, employees, consultants and agents harmless from and against any and all loss, liability and responsibility of any kind as a result of any claim, demand, or action based on, relating to or arising out of any act, omission, or practice of Customer.
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H. GENERAL PROVISION

1. Intellectual Property

i2 retains ownership and title to all intellectual property rights in all tools, software, methodology, techniques, and practices developed prior to or during the term of this Agreement.

2. Record Retention

- a. To the extent required by applicable laws and regulations, each party agrees to keep and maintain for all applicable periods, all documents, books, data, and other records as are necessary to evidence the services provided under this Agreement.
- b. i2 will make this Agreement and any book, practices and records relating to it available to the Secretary of Health and Human Services, the Comptroller General or their representatives, or other government authorities, as said disclosure may be required from time to time by the Omnibus Budget Reconciliation Act of 1980, HIPAA or other applicable laws or regulations.

3. Independent Contractor Status

i2 shall be an independent contractor for the purposes of providing services under this Agreement. Nothing herein shall be deemed or construed as creating a joint venture, partnership, agency, employee/employer relationship, or any other similar enterprise between i2 and Customer for any purpose, including but not limited to taxes or employee benefits.

4. Assignment

Customer shall not assign any of its rights or duties under this Agreement, either directly or indirectly, without the prior written consent of i2.

5. Costs and Expenses of Litigation

In the event that either party initiates legal proceedings regarding any provision or enforcement of this Agreement, the prevailing party shall be entitled to an award of all reasonable costs and expenses, including reasonable attorneys' fees.

6. Severability

If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable, if such provision may not be so saved it shall be severed and the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

7. Force Majeure

In the event that either party is prevented from performing, or is unable to perform any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance shall be extended for the period of delay or inability to perform due to such occurrence.

EXHIBIT A **i2 GROUP TRAVEL POLICY**

The following out-of-pocket expenses are incurred by Customer for implementation and on-going support activities:

- Airfare - Coach Class only, unless an upgrade is made available at no additional cost
- Mileage - Mileage in accordance with the current mileage rates/Taxi Fare to and from the airport
- Tolls and Parking
- Transportation (taxi/rental car) while at Customer site – compact whenever possible unless accommodating two or more passengers
- Meals - Actual and reasonable cost at modestly priced restaurants
- Lodging - business class
- Telephone charges
- Federal Express/UPS - When Customer requests letters/packages to be shipped overnight, charges are to be billed to Customer.

i2 Group's policy is to obtain the lowest airfares possible. i2 Group has contracted with an established travel agency committed to finding the most cost-effective fares for all i2 Group travel. Our consultants are very aware of financial constraints within the healthcare environment, and they make every effort to make their travel arrangements as soon as site visit dates are confirmed. Whenever possible, all airfare is booked not less than fourteen (14) days in advance of travel.

i2 Group uses discretion in choosing hotels (i2 Group receives corporate rates through its travel agent) and is always open to suggestions from Customer regarding local hotels.
