

PALANTE TECHNOLOGY COOPERATIVE, INC. WORK AGREEMENT

Date: November 15, 2019

Prepared For: Person, Affiliate

Affiliate Data Analytics Platform ("ADAP") Hosting Plan for Affiliate

This Agreement between Affiliate, "Client", and Palante Technology Cooperative, Inc., and the Subcontractors or Employees thereof, "Consultants", is effective as of November 15, 2019.

1) Fee Schedule

- a. Services: All services provided by Consultant as specified in this Agreement shall be billed to Client at a monthly rate of **\$84**.
- b. Additional Support: Any services not specified as a Service is Additional Support. Additional support is billed separately and in addition to Services at an hourly rate of **\$150**.
- c. Rush Work: Rush Work is defined as Additional Support work with a deadline of less than two (2) business days, or Services performed outside of Consultant Business Hours. Rush work is billed at an hourly rate of 150% of the standard hourly rate listed in section 1.b above.
- d. Outstanding Balances: If there is a balance outstanding after the payment due date, it may be necessary to send Client's account for further collection activity. If this occurs, then client shall be responsible for any and all fees associated with said collection efforts, including collection agency fees and attorney's fee, as permitted by law.

2) Taxes

All fees are exclusive of applicable Federal, State and local taxes. Applicable taxes shall be added to all invoices unless Client provides Consultant with valid certificates of exemption.

3) Coverage Times

Troubleshooting and Additional Support will be provided to the Client by Consultants between the hours of 10 am and 8 pm Eastern Time Monday through Friday, excluding Federal holidays

and the day after Thanksgiving. These times are referred to in this Agreement as “Consultant Business Hours”.

4) **Education and Accreditation Tracking Hosting**

Consultants will maintain an instance of the Affiliate Data Analytics Platform (“ADAP” or “Software”). Consultants will install all relevant updates to the Software as they are made available.

5) **Backups**

- a. Consultants will install and configure a backup solution integrated into the Software.
- b. Automated backups of the database(s) will be scheduled as follows:
 - i. Three times a day (every eight hours) with seven days' worth saved;
 - ii. Once a day with thirty days' worth saved; and
 - iii. Once a week with three months' worth saved.
- c. Automated backups will be automatically monitored to ensure that the backups are running and that the backups produced are valid and complete MySQL database dumps of the Software's database.
- d. Partial restores of the database – restoring data without overwriting data added since the backup was made – are considered Additional Support.

6) **Monitoring**

Consultants will deploy automated monitoring to ensure prompt notification if there is a disruption to the service. Consultants will respond to any disruptions in no more than 1 hour during Consultant Business Hours.

7) **Security Updates**

Consultants receive all announcements from the relevant security lists of the underlying tools (Backdrop CMS, CiviCRM, Debian, Docker) that comprise the Software. Upon receipt of notification of available updates, Consultants will assess whether security updates are critical updates. Critical security updates will be tested within one business day of receipt of the notification. Non-critical security updates will be tested and implemented within 7 days of the receipt notification.

8) **Security Monitoring**

Consultants will continuously monitor the software's configuration, access control settings, and event logs to ensure the system meets defined security standards.

9) Data Autonomy

Consultants are committed to ensuring that Client has full access to and control of the data hosted with Consultants. With two business days' notice, for any or no reason, Consultants will provide access to all of Client's data to an authorized representative.

10) Excluded Services

Requests for support on the following are always considered Additional Support.

- a. Any services or applications other than Backdrop CMS and CiviCRM.
- b. Updates to any custom modules, plugins or other custom code.

11) Client Communications

Client agrees that non-urgent work requests will be submitted via Consultant's ticket management system, accessible via e-mail at support@adapdatabase.org or online at <https://redmine.palantetech.coop>.

12) Confidentiality

Consultants and their agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

13) Limitation of Liability

The Consultants' maximum liability for services rendered under these Terms of Agreement shall be limited to the total fees paid in the previous twelve (12) months to the Consultants for the work provided, notwithstanding the basis upon which the action is taken against Client. The Consultants shall not be liable for consequential, special, incidental or exemplary loss, damage or expense including without limitation, loss of profits or opportunities, notwithstanding whether Consultants have been advised of their existence.

14) Consultant as an Independent Contractor

Notwithstanding any other provisions of this agreement, the Consultants' status (and that of any Subcontractor) shall be that of an independent contractor and not that of an agent or employee of Client. Accordingly, neither the Consultants nor any Subcontractor shall

represent themselves, or claim to be acting, in the capacity of an employee or agent of Client.

15) **Assignment**

It is understood and agreed that Consultants may incorporate as a different corporate entity during the term of this agreement. It is further understood and agreed that Consultants may assign this Agreement and any modifications to this Agreement to the incorporated entity, its successors and/or assigns

16) **Dispute Resolution**

This Agreement shall be governed by the laws of the State of New York. It constitutes the entire Agreement between Client and Consultants. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

17) **Term**

The terms and conditions outlined in this agreement will continue in effect until terminated by one or both parties in writing as provided hereinafter, or modified by mutual consent. Any changes to this agreement must be in writing and signed by both parties.

- a. This Agreement may be terminated by the Client for any reason upon thirty (30) days written notice to the Consultants, provided that such termination may not take place prior to **six months from the start of the contract**.
- b. This Agreement may be terminated by the Consultants upon thirty (30) days written notice to Client.
- c. If either party terminates this Agreement, Consultants will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Consultants the actual costs of rendering such assistance.

18) **Amendments**

- a. From time to time, Consultants may unilaterally amend this Agreement, or any exhibit, schedule, or appendix of this Agreement, by giving 30 days' advance written notice to the other party.

- b. Any such amendment will take effect at the end of the notice period unless Client terminates this Agreement by giving notice to Consultants no later than the end of the 30 day notice period.
- c. The latest version of this contract, and a list of historical changes, will always be available at <https://redmine.palantetech.coop/projects/commons/wiki/>
- d. Without the other party's expressed written agreement, a unilateral amendment will not retroactively eliminate or modify:
 - i. any binding dispute-resolution provision of this Agreement (for example, a binding-arbitration provision) in respect of any then-accrued claim of breach of this Agreement by one signatory party against another; nor
 - ii. any right already exercised by the other party, including for example any right to demand that Consultants perform an obligation, under this Agreement.

19) Intellectual Property

Consultants agree that any elements of text, graphics, photos, designs, and trademarks to the website and database will be owned exclusively by Client. In addition, Client will be the sole owner of the website and database. Client acknowledges that the database and website are developed with software licensed under open source licenses, and use of the software is subject to the relevant licenses. Client acknowledges that code produced by Consultants may be released under an open source license. CiviCRM is governed by the Affero General Public License (AGPL) version 3 (<https://www.gnu.org/licenses/agpl.html>). Drupal is governed by the General Public License (GPL) version 2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0.html>) or 3 (<https://www.gnu.org/copyleft/gpl.html>) at Client's discretion. Derivative code created by Consultants will be licensed to Client under the relevant license.

Signature of Client or Designated
Representative

Printed or Typed Name of Signatory

NAME, Worker-Owner