

PALANTE TECHNOLOGY COOPERATIVE, INC. WORK AGREEMENT

Date: July 5, 2022

Prepared For: Person, Organization

[Backdrop/Drupal/WordPress/CiviCRM/NextCloud Maintenance/Support] Plan for
siteName.org

This Agreement between **Organization**, "Client", and Palante Technology Cooperative, Inc., and the Subcontractors or Employees thereof, "Consultants", is effective as of July 5, 2022.

[Fee calculation: Drupal, Backdrop OR WordPress maintenance is .75x. CiviCRM Maintenance is 1.00x. CMS AND CiviCRM maintenance is 1.75x. Nextcloud maintenance is .5x. VPS maintenance is .25x additional, and should not be offered alone. Hosting plans are the cost of the VPS + \$5. x is below, 1. c.]

1) Fee Schedule

- a. Initial fees: Initial setup provided by Consultant shall be billed to Client at a discounted hourly rate of **[\$0.65x]**. The setup fee includes all work detailed in the Initial Setup paragraph below.
 - i. **[If we have recently built and launched the site]** This setup fee is waived for sites built by Consultant.

Fees for service shall then be billed as follows:

- b. Services: All services provided by Consultant as specified in this Agreement shall be billed to Client at a monthly rate of **[\$ if maintenance, calculate one month's fee here; if support, use agreed upon formula]**. Services include all Consultant work enumerated in paragraphs 4 to **[check the last paragraph # before "Excluded Services" after removing inapplicable services]** inclusive.
- c. 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 **[\$x. [Support Contracts]** The first **[Y]** hours of Additional Support each month incurs no additional charges (see Appendix A) **[A discount of no more than 5% on the additional support rate (applied to both included and additional support) can be applied at our discretion if this is a contract for a new support plan.]**
- d. 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.c above.
 - i. **[Support Plans]** Rush Work fees are waived in all circumstances except those explicitly

described in the Support Rider.

- e. 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.
- f. **[Backdrop/Drupal/WordPress]** This Agreement covers a single website. Multiple websites and websites in a "multi-site" configuration require separate maintenance plans unless otherwise specified.

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 **6 pm Eastern Time** Monday through Friday, excluding federal holidays, May 1 (or the following Monday when May 1 falls on the weekend) and the day after Thanksgiving. These times are referred to in this Agreement as "Consultant Business Hours."

4) Initial Setup

Initial setup consists of:

- a. Installation of the git and **[drush or wp-cli]** maintenance tools as needed; **[web/ CiviCRM only]**
- b. a security reset to ensure that only authorized users have access to the CMS and server (e.g. removing public keys, resetting passwords, disabling root access);
- c. setup of a development site (see "Development Site" below); **[web/ CiviCRM only]**
- d. an initial round of Backdrop updates (see "Backdrop Updates" below); **[Backdrop only]**
- e. an initial round of Drupal updates (see "Drupal Updates" below); **[Drupal only]**
- f. an initial round of WordPress updates (see "WordPress Updates" below); **[WordPress only]**
- g. Audit and documentation of any existing CMS custom code and patches; **[web/ CiviCRM only]**
- h. an initial round of CiviCRM updates (see "CiviCRM Updates" below); **[CiviCRM only]**
- i. Review and adjustment of core CiviCRM settings for mail, addressing, geocoding, payment processor, PHP, user permissions, and Backdrop/Drupal/Wordpress integration; **[CiviCRM only]**

- j. Audit and documentation of any existing CiviCRM custom code and/or extensions; **[CiviCRM only]**
- k. Restructuring and standardization of module directories for easier automation and administration; **[Backdrop and Drupal only]**
- l. an initial round of log review (see “Log Review” below); **[WordPress only]**
- m. Creation of a Debian 10 Linode VPS with appropriate block storage; **[Nextcloud only]**
- n. Customization of VPS for optimal docker web server usage; **[Nextcloud only]**
- o. Installation of Nextcloud docker container; **[Nextcloud only]**
- p. Creation of Client Nextcloud user accounts; **[Nextcloud only]**
- q. monitoring setup (see “Monitoring” below); and
- r. setup and configuration of backups (see “Backups” below).

5) Server Prerequisites

A Website covered under the terms of this Agreement must meet the prerequisites below. In the event that the Website is hosted on a server under control of Consultants, Consultants assume responsibility for ensuring that prerequisites are met.

- a. Administrator-level access to the **[Drupal, Backdrop or Wordpress]** site; **[web/ CiviCRM only]**
- b. SSH access to the production site's web server;
- c. administrator-level access to any website control panels; and
- d. the ability to install git and **[drush or wp-cli]** on the production web server. **[web/ CiviCRM only]**

6) Development Site **[web/ CiviCRM only]**

Consultants will maintain a development site on Consultant's servers. The development site is a regularly-updated copy of the production site. Consultants will use the development site to test updates and demonstrate new development before it is deployed to the production site.

7) Monitoring

Consultants will implement automated monitoring of select services and assets, including:

- a. site status (i.e. whether the site is up or down);
- b. DNS monitoring to ensure that Client's domain names do not expire and are not altered without authorization.
- c. SSL certificate expiration monitoring to ensure encryption certificates do not expire.
- d. **[CiviCRM]** Ensure CiviCRM cron (scheduled tasks) are running
- e. **[CiviCRM]** Monitor CiviCRM extensions for available updates

- f. **[CiviCRM]** Monitor a wider variety of failures on CiviCRM 4.7+ sites
- g. **[Drupal/Backdrop]** Setup palante_monitoring module to monitor backups, cron (scheduled tasks), and watchdog entries
- h. **[Drupal/Backdrop]** Monitor the Drupal “Status Report” for errors on an hourly basis
- i. **[WordPress]** Monitor WordPress core and extensions for available updates
- j. **[Nextcloud]** Backup monitoring to ensure backups are taking place successfully.
- k. **[Nextcloud]** Nextcloud update status.

8) Troubleshooting

If the website goes down, Consultants will provide 15 minutes of complimentary preliminary analysis to determine the cause of the site outage and implement any immediately available solutions. We will then report our findings to Client. Fixes for site outages beyond the initial 15 minutes of analysis and troubleshooting are not included as Services under this Agreement and will be billed as Additional Support per the fee schedule above. **[Maintenance Plans]** Consultants will prioritize troubleshooting site outages for maintenance plan subscribers and will always aim to work on the problem as soon as possible; however at this time Consultants cannot guarantee 24/7 availability or a turnaround time of less than one business day.

9) [Drupal, Backdrop or WordPress] Updates **[Drupal/Backdrop/WordPress only]**

- a. **[Drupal]** Consultants receive all announcements from the Drupal security- news@drupal.org mailing list. Additionally, each site will be configured to notify Consultants when new updates are available for Drupal core or any installed modules.
- b. **[WordPress]** Each site will be configured to notify Consultants when new updates are available for WordPress core or any installed plugins.
- c. Upon receipt of notification of available updates, Consultants will assess whether security updates are critical updates.
- d. **[Drupal]** Critical and highly critical security updates, as defined by the Drupal security team, will be tested within 1 business day of receipt of the notification. Other security updates will be tested and implemented within 7 business days of the receipt of notification. Non-security updates will be tested and implemented on a monthly basis. See <https://www.drupal.org/security-team/risk-levels> for official definitions of risk levels.
- e. All updates will first be tested on the development server to ensure that they do not cause major disruption to the website. If the updates are evaluated to be safe, Consultants will deploy the updates to the production website and do a final review to spot any major disruption to the

site caused by the updates. Updates causing disruptions can, at the discretion of Client, be rolled back.

- f. Any other resolution of problems caused by updates, including applying or writing patches to the source code of the Website, is considered Additional Support.
- g. Site modifications predating this agreement, or established by parties other than Consultants, which in any way interrupt or hinder site updates, will not be covered by this agreement and will be addressed on an ad-hoc basis as Additional Support. This applies to both the initial round of **[Drupal/Backdrop/WordPress]** updates included in the Initial Setup item above and ongoing updates throughout the duration of this agreement.

10) CiviCRM Updates **[CiviCRM only]**

- a. Consultants receive all announcements from the CiviCRM Security mailing list. Additionally, each site will be configured to notify Consultants when new updates are available for CiviCRM core or any installed extensions.
- b. Upon receipt of notification of available updates, Consultants will assess whether security updates are critical updates.
- c. 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.
- d. Non-security updates will only be applied at the discretion of the Consultants, e.g. if the update fixes a specific problem the Client is experiencing.
- e. All updates will first be tested on the development server to ensure that they do not cause major disruption to the CRM. If the updates are evaluated to be safe, Consultants will deploy the updates to the production website and do a final review to spot any major disruption to the site caused by the updates. Updates causing disruptions can, at the discretion of Client, be rolled back via a restore from the most recent backup.
- f. Any other resolution of problems caused by updates, including applying or writing patches to the source code of the CRM, is considered Additional Support.
- g. Extensive testing or troubleshooting of Civi extensions will be performed off-contract after Client approval.

11) Log Review **[Drupal, Backdrop, Civi or Drupal/Civi]**

- a. Consultants will regularly review the **[Drupal/Backdrop]** database logs to ensure that

[Drupal/Backdrop] [and CiviCRM] is [/are] functioning properly and that no major errors are being reported.

- b. If significant errors are reported in the [Drupal/Backdrop] database logs, Consultants will provide up to 15 minutes of complimentary preliminary analysis to determine the cause and possible solutions for the errors. Consultants will then report our findings to Client. Fixes for errors beyond the initial 15 minutes of analysis are not included as Services under this Agreement and will be billed as Additional Support per the fee schedule above.

12) Backups

- a. Consultants will install and configure a backup solution [web/CiviCRM] integrated into the [Drupal, Backdrop or Wordpress] site.
- b. [web/CiviCRM] 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.
- d. [web/CiviCRM] This Service does not include backups of files uploaded to the [Drupal, Backdrop or Wordpress] website.

13) Virtual Server Maintenance [VPS Maintenance Only]

[web/CiviCRM] Virtual Server Maintenance is optional, and is available for an additional fee specified under "Fee Schedule" above.

- a. Consultants will install updates of server software on a biweekly basis.
- b. Consultants will implement automated monitoring of the following additional services: SSH availability, disk space available, load monitoring.
- c. [Hosting plans only] Consultants will configure an additional backup scheduled daily, kept for 60 days, to include the [CiviCRM, Drupal or Wordpress] databases and file systems, including uploaded files.

14) Emergency System Maintenance

Consultants may perform up to 15 minutes of Emergency System Maintenance when necessary at no charge. Emergency System Maintenance means unscheduled Maintenance requiring

immediate action on the part of the Consultants in order to keep the systems functioning in accordance with appropriate service levels.

15) SSL Certificate Maintenance

Consultants will provide maintenance for new and existing SSL certificates on no more than a once yearly basis. This maintenance includes assisting in the installation and auto-renewal of new and existing SSL certificates.

16) Data Autonomy **[Hosting plans only]**

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. If Client has any additional questions about their data and how it is stored, please contact Consultants.

17) Excluded Services

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

- a. Any services or applications other than **[sitename.org Drupal/Backdrop/Wordpress and/or CiviCRM/Nextcloud]**.
- b. Updates released for third-party themes that have been customized in any way.
- c. Updates to and maintenance of any custom **[modules/plugins/apps]**, plugins or other custom code.
- d. **[Nextcloud]** Support for client side applications
- e. Support for client use of command-line developer tools
- f. **[Drupal/Backdrop/WordPress/Nextcloud]** Training and/or documentation.
- g. **[Drupal]** Major Drupal core or module upgrades (e.g. Drupal 6 to Drupal 7, Views 1 to Views 2.)
- h. **[Nextcloud]** User Administration
- i. **[Nextcloud]** Permission Administration

18) Client Communications

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

19) 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.

20) Limitation of Liability

- a. 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.
- b. Contractor takes no responsibility for downtime, software failures, or data breaches that result from other applications hosted on same server as client site that the contractor does not maintain. Contractor will take precautions as necessary to reduce the risk of such events, however, any and all work on server or software as a result of a failure or breach of a non-contractor controlled site will be considered off- contract work.

21) 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.

22) 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.

23) 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.

24) 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 as modified in accordance with Section: Amendments or this Section.

Except for unilateral amendments permitted under this Agreement (see amendments section), any changes to this agreement must be in writing and signed by both parties. This agreement shall be governed in all respects by and construed in accordance with the laws of the State of New York.

- 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 **three 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.

25) Amendments

From time to time, Consultants may unilaterally amend any hourly or monthly rates referenced in Section: Fee Schedule, Appendix A, or any provision in the following sections: Coverage Times, Server Prerequisites, Development Site, Monitoring, Troubleshooting, [Drupal, Backdrop or WordPress] Updates, CiviCRM Updates, Log Review, Backups, Virtual Server Maintenance, and Excluded Services of this Agreement. **[If executing a new contract, review this to confirm whether any of the named sections have been removed from the contract because they do not apply]**

- a. Consultant shall provide Client with 30 days' advance written notice of any unilateral amendment made under this Section 11 in the form of a "changelog" provided online for Client's convenience. The changelog will describe the form of the amendment and reference the section

of the Agreement that has been changed.

- 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.

26) 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]** CiviCRM is governed by the Affero General Public License (AGPL) version 3 (<https://www.gnu.org/licenses/agpl.html>). **[Drupal/Backdrop]** **Drupal/Backdrop** 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. **[WordPress]** WordPress is governed by the General Public License (GPL) version 2 or later.] **[Nextcloud]** Nextcloud is governed by the Affero General Public License (AGPL) version 3 (<https://www.gnu.org/licenses/agpl.html>). Derivative code created by Consultants will be licensed to Client under the relevant license.

Signature of Client or Designated
Representative

NAME, Worker-Owner

Printed or Typed Name of Signatory

APPENDIX A: SUPPORT RIDER

1) Included Additional Support Hours

Client is entitled to **[Y]** hours each month of Additional Support. Unused hours may not be applied to subsequent months except by prior written mutual agreement between Client and Consultant.

2) Supported Browsers **[CiviCRM]**

Consultants will support the use of CiviCRM by Client staff with the Firefox and Chrome web browsers only. Consultants will support pages available to the general public with the Firefox, Chrome, Internet Explorer and Safari browsers only.

3) Response and Resolution Times

Consultant will respond to Client issues in a timely manner as defined below. For all times listed below, time is only considered to elapse during Consultant Business Hours.

- a. Response time is counted from the time Client initiates incident by notifying Consultants by a method defined in Paragraph **[FILL IN CORRECT NUMBER]**, "Client Communications".
- b. Consultants will respond to email acknowledging receipt in no more than 1 hour.
- c. In the event of an urgent incident:
 - i. The on call technician will begin working on the incident within 1 hour of Client contacting Consultants.
 - ii. If the incident is not resolved within 4 hours of the Client contacting Consultants, all available service providers will be tasked with resolving the incident as soon as possible.
- d. In the event of a non-urgent incident, Consultants will provide 15 minutes of evaluation, response and communication to Client within 4 hours of initial contact.
- e. Consultants aim to resolve all Additional Support requests within two weeks of receipt. Complexity of the work and the timeliness of Client communications will be considered when providing an estimate.
- f. Any Additional Support request that the Consultants estimate will exceed 100% of the Client's included additional support hours will need to be scheduled at least one month in advance of the desired date of completion.
- g. "Urgent incident" is used herein to refer to service not available (all users and functions unavailable), significant degradation of service (large number of users substantially affected, or business critical functions affected), or an incident in which a user is unable to complete the same task on a different computer. "Non-urgent incident" is used herein to refer to a limited degradation of service (limited number of users affected, business process can

continue).

4) Rush Work

If Client elects to use the hours provided for Additional Support by the terms of this rider for Rush Work, 150% of time spent will be deducted from the hours available to Client. Rush Work rates only apply if a) work must be performed in a shorter time frame than outlined in paragraph [FILL IN CORRECT NUMBER] of this rider and b) work time exceeds 15 minutes.