Palante Technology Cooperative

**PALANTE TECHNOLOGY COOPERATIVE, INC.
WORK AGREEMENT**

Prepared for:

{{Client Name}}

{{Today}}

Contact:

Palante Workers
team@palantetech.coop

Work Statement

This Agreement between **{{Client Name}}**, "Client", and Palante Technology Cooperative, Inc., and the Subcontractors or Employees thereof, "Consultants", is effective as of **{{Start}}** for the term length of one (1) year ending **{{End}}**.

1. Fee Schedule

1.1.   Initial fees: Upon execution of this agreement, Client shall pay an initial set up fee of **$XXX**. The set up fee includes work station installation and maintenance as specified in Appendix D. Installation and maintenance fees for work stations added after the commencement of this agreement shall be billed as per Section 1.2.4 below.

1.2.   Fees for service shall then be billed as follows:

    1.2.1.   Services: All services provided by Consultant are specified in Appendix B. Said services shall be billed to Client at a monthly rate of **$XXX**.

        1.2.1.1.   The monthly rate is calculated based on the number and type of devices outlined in Appendix D in combination with the base rate of **$X**.

    1.2.2.   Projects: Any services not specified in Appendix B are "Projects". Projects are billed separately and in addition to Services. Each Project will have a separate signed Scope of Work, which will define the scope and the rate of the Project.

    1.2.3.   Fees for repairs and troubleshooting are as follows:

        1.2.3.1.   Remote services: Between the hours of 10 am-6 pm, exclusive of Holidays, non-urgent repair and/or troubleshooting or any type of systems support is complementary for the first 2 hours. Any additional shall be billed at the base rate of **$X**.

        1.2.3.2.   On-site services: Between the hours of 10 am-6 pm, exclusive of Holidays, the fee schedule shall be the same as for remote services, above. Each on-site service engagement will incur a site visit fee of **$.25X**.

            1.2.3.2.1.   If Client cannot provide Consultant access to site within 30 minutes of agreed upon arrival time, then the consultant reserves the right to leave and the site visit fee will still be due. All time spent waiting for the client's arrival will be counted towards total time spent on the incident.

        1.2.3.3.   Travel: If the Client requires that any Consultants travel outside of their city of residence, the Client must compensate the Consultants for any related travel and lodging expenses incurred.

        1.2.3.4.   After 6pm, on weekends or Holidays, Consultant shall make a service call subject to availability and the fee shall be **200% the hourly rate with a minimum charge equal to one hour.**

        1.2.3.5.   Billing for all services performed will be **rounded up to the nearest 15 (.25) minute increment**. For example, a ticket that takes 10 minutes to complete will be rounded up to 15 minutes, while a ticket that takes 20 minutes to complete would be rounded up to 30 minutes.

    1.2.4.   Additional Workstation Installation and Maintenance:

        1.2.4.1.   Set-up - **$ 2x** flat fee per workstation.

        1.2.4.2.   Notice of a new user must be submitted via email/ticket within five (5) business days of the anticipated start date. If notice is not given, the initial set-up with be a rush rate **$ 3x** flat fee per user.

1.3.   Rate Increases: Consultants may increase their base rates upon 60 days' notice to Client. Base rate increases shall never exceed a ten percent (10%) increase on a single increase occurrence.

1.4.   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

3.1.   Remote help desk and management of Client's IT networks for all items listed in Appendix B will be provided to the Client by Consultants between the hours of 10 am – 6 pm EST Monday through Friday, excluding Holidays. Network Monitoring Services will be provided 24/7/365. Hardware costs are excluded from this Agreement

3.2.   Appendix A governs the procedures of Client's initiation and Consultant's response to Client's service requests. Consultants will apply reasonable efforts to Client's service requests made after hours or on Holidays. Trouble Tickets must be transmitted to Consultant by email to our Help Desk. If Client's email is unavailable, then Consultant will accept service requests by phone. Each service request will be assigned a Trouble Ticket number for tracking. Fees for Emergency services performed outside of the hours of 10 am – 6 pm EST Monday through Friday, or on Holidays, are governed by Section 1.2.3.4 of this Agreement.

4. Additional Maintenance Services

4.1.   **Hardware/System Support**

Consultants shall provide support of all hardware and systems specified in Appendix D. However, the following are conditions precedent to such support:

4.1.1.   All Hardware must be covered under a currently active Vendor Support Contract, or replaceable parts must be readily available,

4.1.2.   All Software must be genuine and licensed.

4.1.3.   Support for Software must be available from a vendor or active development community.

Any hardware or systems failing to meet these provisions will be excluded from this

Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, Client will be required to authorize these charges and will be responsible for all such charges incurred.

4.2. Virus Recovery for Current, Licensed Anti-virus Protected Systems

Attempted recovery from damages caused by virus infection not detected and quarantined by anti-virus software is covered at no charge under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, vendor supported anti-virus solution.

4.3. Monitoring Services

Consultants will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Consultants will document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Consultants shall make every attempt to rectify the condition in a timely manner through remote means.

5. Minimum Standards Required for Services

5.1. Minimum Environment

To qualify for Consultants' Services, Client hereby affirms that the following requirements must be met:

5.1.1. All Servers with Microsoft Windows Operating Systems must be running Windows 2019 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.

5.1.2. All Servers with GNU/Linux Operating Systems must be running a currently supported version of the Debian distribution.

5.1.3. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.

5.1.4. All Desktop PC's and Notebooks/Laptops with Apple OS Operating Systems must be running macOS 12 (Monterey) or later, and have all of the latest system updates installed.

5.1.5. All Desktop PCs and Notebooks/Laptops with GNU/Linux Operating Systems must be running a currently supported version of the Debian distribution.

5.1.6. All Server and Desktop Software must be genuine and licensed. Support for software must be available from a vendor or active development community.

5.1.7. The environment must have a currently licensed, up to date and Vendor or developer Supported Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.

5.1.8. The environment must have a currently licensed, Vendor or developer supported Server based Backup Solution that can be monitored, and send notifications on job failures and successes.

5.1.9. All Wireless data traffic in the environment must be securely encrypted using WPA2 or newer (in-office).

5.1.10. There must be an outside IP address assigned to a network device, allowing SSH,

RDP, or VPN access (in-office).

5.1.11. Clients must have a device management system Jumpcoud, Office365, Mosyle MDM, OR Active Directory (in office).

5.1.12. All Servers, Desktop PC's and Notebooks/Laptops must have currently licensed, up to date and Vendor or developer Supported remote access software, allowing Consultants access.

5.1.13. Clients must have or must agree to implement an approved organizational password management system by January 1, 2025.

5.2. **On-boarding**

5.2.1. Consultants will conduct an audit of current vendor agreements, vendor warranties, environment software and environment hardware.

5.2.2. In the event deficiencies are identified, including but not limited to, outdated hardware, outdated software, and unlicensed software Consultants will discuss findings with the client and provide the client with options to bring the current environment(s) to standard.

5.2.3. If minimum standards are not met at signing Client agrees to work with Consultant to rectify in sixty (60) days with Consultants charging an hourly rate as part of our on-boarding process.

6. Excluded Services & Expenses

Service rendered under this Agreement does not include:

6.1. The cost of any parts, equipment, or shipping charges of any kind.

6.2. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.

6.3. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.

6.4. Failure due to force majeure, building modifications, power failures or other adverse environmental conditions or factors.

6.5. Service and repairs made necessary by the alteration or modification of equipment other than that authorized by Consultants, including alterations or modifications of equipment made by Client's employees or anyone other than Consultants.

6.6. Service and repair made necessary by the installation of software not listed as approved in Appendix C.

6.7. Maintenance of Software packages, whether acquired from Consultants or any other source unless as specified in Appendix B.

6.8. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix C.

6.9. Payment or identification of any taxes applicable to Consultant's invoices.

6.10. Coordination or support of client office move.

6.11. Coordination or support of move to remote work.

7. 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 or disclosure.

8. 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.

9. 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.

10. Dispute Resolution

10.1. Any dispute arising from this agreement shall be first attempted to be resolved by the frank and open dialogue between the parties. Any dispute which cannot be resolved between the parties shall be resolved by a mutually agreed upon mediator.

10.2. If mediation is unsuccessful, then any dispute between the parties related to this Agreement shall be resolved by arbitration in accordance with the American Arbitration Association's International Arbitration Rules. The arbitration shall be conducted in New York, New York, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The outcome of such arbitration shall be binding on the parties.

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

11. Amendments

11.1. From time to time, Consultants may unilaterally amend Appendix A, B, C, or D to this Agreement and Sections: Coverage, Additional Maintenance Services, Minimum Standards Required for Services, and Excluded Services of this Agreement.

11.2. Consultant shall provide Client with 30 days' advance written notice of any unilateral amendment made under this Section 11 (Amendments) 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.

11.3. 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.

11.4. The latest version of this contract, and a list of historical changes, will always be available at https://redmine.palantetech.coop/projects/commons/wiki/

11.5. Without the other party's express written agreement, a unilateral amendment will not retroactively eliminate or modify:

11.5.1. 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

11.5.2. any right already exercised by the other party, including for example any right to demand that Consultants perform an obligation, under this Agreement.

12. Holidays

Holidays are defined as all Federal Holidays, May 1 and the day after Thanksgiving. The Consultants may observe additional Holidays, in their sole discretion, with at least 60 days' notice to Client.

13. Term & Termination

13.1. 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 in accordance with Section 11 (Amendments) or this Section 13 (Term & Termination).

13.2. Except for changes made in accordance with Section 11 (Amendments), changes to this agreement must be in writing and signed by both parties.

13.3. This Agreement may be terminated by the Client for any reason upon sixty (60) days written notice to the Consultants, provided that such termination may not take place prior to **three months from the start of the contract**.

13.4. This Agreement may be terminated by the Consultants upon thirty (30) days written notice to Client.

13.5. 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.

Client	Palante

_____ Signature of Client or Designated Representative	{PT signature}
_____ Printed or Typed Name of Signatory	{PT signatory name printed}
_____ Date	_____ Date

APPENDIX A

Response and Resolution Times

Consultants will designate a person to be the on call service provider for all business hours Monday through Friday, 10am to 6pm EST. The following are the procedures for Consultants response to Clients during business hours:

1. Client initiates incident by creating a ticket via email or via help desk web form.

2. Consultants will respond to email within 12 hours or on the next business morning whichever is first.

3. In the event of an urgent incident:

    a. The on call technician will begin working on the incident within 2 hours.
    b. 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.
    c. In case of an urgent incident requiring immediate on site support, a technician will be en route to Client's office in no more than three hours.

4. In the event of a non-urgent incident, Client may stipulate that an issue requiring 30 minutes or fewer to resolve be completed within 72 hours of the incident being reported.

5. "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 (including but not limited to an unavailable computer with similar software installed, or a user traveling outside the office). "Non-urgent incident" is used herein to refer to a limited degradation of service (limited number of users affected, business process can continue).

6. In cases where email services are unavailable or not functioning, Client can call Consultants at the on call phone number.

___Client Initials   ___Consultant Initials

APPENDIX B

List of services provided by Consultants; Service Rates

Service Description	Frequency	Included
General		
Document software and hardware changes	As performed	YES
Test backups with restores	Nightly	YES
Track and document work accomplished, work in progress, etc. using ticketing system	Ongoing	YES
Maintain inventory of computers	Ongoing	YES
Monitor blacklisting of email addresses	Ongoing	YES
Monitor domain name and SSL expirations	Ongoing	YES
Servers		
Coordinate repairs with manufacturer and/or third-party hardware vendor(s)	Ongoing	YES
Monitor all Server network services	Ongoing	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As needed	YES
Monitor hard drive free space on server	Ongoing	YES
Google Apps user/mailbox management	As needed	YES
Email user/mailbox management	As needed	YES

Monitor Active Directory replication	As needed	YES
Reboot servers if needed	As needed	YES
Run defrag and chkdsk on all drives	As needed	YES
Scheduled off time server maintenance	As needed	YES

Install supported software upgrades (see Appendix C)	As needed	YES
Set up and maintain permission groups (Communications, Development, etc.)	As needed	YES
Check status of backups	Ongoing	YES
Alert Client to dangerous conditions • Memory running low • Hard drive showing sign of failure • Hard drive running out of disk space	As needed	YES
Correct user errors and educate users to avoid future errors (deleted files, corrupted files, etc.)	As needed	YES
Disaster Recovery		
Alert Client to dangerous conditions	As needed	YES
Devices		
Manage Desktops • Diagnose hardware failures • Coordinate repairs with manufacturer and/or thirdparty hardware vendor(s)Maintain Operating System function • Maintain software as specified in Appendix C	Ongoing	YES

Manage Network Printers • Install drivers and printer software • Maintain network connectivity • Coordinate repairs with manufacturer and/or third-party repair agent.	Ongoing	YES
Manage Other Networked Devices • Maintain network connectivity	Ongoing	YES
Manage PDAs/Smartphones • Set up and maintain syncing and email accounts	Ongoing	YES

Networks		
Check router logs	As needed	YES
Performance Monitoring/Capacity Planning	Ongoing	YES
Maintain office connectivity to the Internet ● Diagnose hardware failures ● Coordinate repairs with ISP and/or third-party vendor(s)	As needed	YES
Security		
Check firewall logs	As needed	YES
Confirm that antimalware updates have occurred	As needed	YES
Confirm that backup has been performed on a daily basis	Ongoing	YES
Manage DNS Changes for SaaS / On-Prem Software	As Needed	YES

Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES
Permissions and file system management	As needed	YES
Set up new users including login restrictions, passwords, security	As needed	YES
Set up and change security for users and applications	Ongoing	YES
Monitor for unusual activity among users	As needed	YES

Service Rates	
Labor	**Rate**
Remote Support 10am-6pm M-F excluding Holidays	First 2 hours per incident INCLUDED, **$X /hour after 2 hours**
24x7x365 Network Monitoring	INCLUDED

Onsite Labor 10am-6pm M-F excluding Holidays	First 2 hours per incident INCLUDED, **$X**/hour after 2 hours
Remote support for Non-Urgent Incidents during all other times	First 2 hours per incident INCLUDED, **$X**/hour after 2 hours, availability permitting.
Remote Support or Onsite Labor for Urgent Incidents during all other times	**$1.5X**/hour, availability permitting, with a minimum charge equal to one hour.
Set up new user	**$2X-3X** (flat fee)
Manage Additional Users Note: All office workstations must be covered by this management contract. All new computers incur the flat setup fee.	**$.5X**/month

__Client Initials   __Consultant Initials

APPENDIX C

Client shall be authorized to install software specified in this list. Software in this list shall be updated as needed by Consultants.

List of programs supported:

1. Windows (10 and later)
2. macOS (12 and later)
3. 7-Zip
4. Adobe Acrobat
5. Adobe Reader
6. Adobe Creative Cloud
7. Dropbox
8. Filezilla
9. Foxit
10. Google Chrome
11. Google Desktop
12. Java Runtime Environment
13. Keepass / LastPass / 1Password / Bitwarden
14. Microsoft Edge
15. Microsoft Office (2019 and later)
16. Microsoft Defender
17. Mozilla Firefox
18. Mozilla Thunderbird
19. Nextcloud
20. OpenOffice.org/LibreOffice
21. Paint.Net
22. VLC
23. Google Meet
24. Teams

___Client Initials   ___Consultant Initials

APPENDIX D

Comprehensive list of client hardware

Covered Equipment	
Managed Desktops and Notebooks:	{{Computers}}
Managed Printers:	{{Printers}}
Managed Network Equipment:	{{Network}}
Managed Servers:	{{Servers}}

___Client Initials   ___Consultant Initials