



PALANTE TECHNOLOGY COOPERATIVE, INC. WORK AGREEMENT

Date: February 16, 2015

Prepared For: Maggie Russell-Ciardi, Tenants and Neighbors

This Agreement between Organization, "Client", and Palante Technology Cooperative, Inc., and the Subcontractors or Employees thereof, "Consultants", is effective as of February 16, 2015.

1. Fee Schedule

Fees for service shall be billed as follows:

- a. All services provided by Consultant as specified in this Agreement shall be billed to Client at a hourly rate of \$x.
- b. A summary of work to be performed is detailed in Appendix A (attached).
- c. All work is billable in fifteen minute increments. Billable work includes all phone, email, and in-person communication related to the work requested by the Client.
- d. Rush work is defined as work with a deadline of less than two (2) business days. Rush work will be billed at 150% of the standard hourly rate listed above.
- e. Unless otherwise stated or agreed upon, bills are due thirty (30) days after their invoice date. On all amounts past due that have not been specifically disputed in writing and in reasonable good faith, the Client will pay an interest charge of one and one-half percent (1.5%) per month computed from the due date of each payment. The Client will be liable for attorneys' and collection fees arising from the Consultants' efforts to collect unpaid balances.

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. Timeline [N/A to most IT Contracts]

- a. The development timeline is dependent on the prompt receipt of all necessary information, content, feedback and approval from the Client. Consultant and Client agree that any requested feedback or material will be provided within one business day of the request. **Delays greater than one business day will delay the delivery deadline by a comparable number of days.**
- b. Owing to the time involved in starting/stopping a project, Client agrees that significant delays to the project (greater than ten business days) can not be accommodated within the budget listed herein. Client agrees and understands that

significant delays will necessitate all deadlines being removed since the project will be removed from the Consultant's production schedule. In the event of significant delays, the project will be rescheduled in accordance with Consultant's availability.

4. Travel

If the Client requires that any Consultants travel outside of their city of residence, the Client may be required to cover any related travel and lodging expenses incurred by the Consultants.

5. Emergency System Maintenance

Consultants reserve the right, at their discretion, to perform up to 15 minutes of Emergency System Maintenance when necessary, at the standard hourly rate. Emergency System Maintenance is unscheduled work requiring immediate action on the part of the Consultants in order to keep the systems functioning in accordance with appropriate service levels.

6. 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.

7. 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.

8. 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.

9. Dispute Resolution

This agreement shall be governed in all respects by and construed in accordance with the laws of the State of New York. 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.

10. Term

- a. 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.
- b. This Agreement may be terminated by the Client for any reason upon thirty (30) days written notice to the Consultants.
- c. This Agreement may be terminated by the Consultants upon thirty (30) days written notice to Client.
- d. 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.

11. 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://hq.palantetech.coop/projects/commons/wiki/>
- d. Without the other party's express 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.

12. Intellectual Property

[N/A to IT Contracts] 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 will be 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. 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. CiviCRM 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: Summary of work to be performed

It is mutually understood and agreed that the work detailed herein is a partial list of work that may be performed by Consultants. Additional work will be undertaken by mutual agreement under the terms of this Agreement.

- Consultants will perform an on-site review of the Client environment in order to recommend further necessary steps before installing new computers.
- Consultants will install and configure new computers, transferring user data from the old computers.
- Windows and/or Linux and/or Macintosh Systems Administration, including but not limited to user, file, and print administration, backup maintenance, and repair.
- Macintosh and/or Windows desktop support, including but not limited to application assistance, hardware troubleshooting, software troubleshooting and phone support.
- General Networking support, including but not limited to router configuration and maintenance, wiring, and physical installation of computer and network hardware.
- Consultation support, including but not limited to researching and recommending technology solutions for the Client's needs.