

Per this contract, DANENet will provide technical support services for the nonprofit listed below (“Agency”). DANENet Technical Support is designed to assist with routine, non-emergency technology tasks. Regularly scheduled service is strongly recommended. Rates and policies for 2023 are as follows:

- Hourly service rate is \$90; services are billed monthly; payment is expected within 30 days.
- Agency will be billed for technician travel time to agency.
- One hour minimum on all service calls requiring technician to travel; half hour minimum for phone, email, or virtual work. After that, service time is billed in ¼ hour increments.
- This contract is for tech services only; equipment and software are billed at cost.
- DANENet’s normal business hours are Mon-Fri 9:00am-5:00pm. Technicians typically respond to service requests within 24hrs; however, service fulfillment may take up to 72hrs. Emergency tech services performed outside business hours may be charged at 2x regular rate.

Contact a DANENet technician directly to schedule services. DANENet Technicians:

- Matt Eberly, Senior Technical Consultant, meberly@danenet.org or 608-577-1772
- Donald Rosby, Technical Consultant, drosby@danenet.org or 608-665-1535
- Jonathan Wenger, Remote Technical Consultant, jwenger@danenet.org or 608-665-1286
- Bekee Gibson, Website Consultant, bekee@danenet.org or (608) 205-4373

It is the intent of the parties to this agreement to fully and completely state the rights and obligations of the parties in this agreement. DANENet makes no representations or warranties of any kind with respect to services and/or equipment made available or provided by DANENet, including but not limited to the warranties of fitness for a particular purpose or merchantability. DANENet assumes no responsibility or liability in connection with the use of any services or equipment made available or provided by DANENet. Participating Agency agrees that DANENet shall not be liable for any special, incidental, indirect, punitive, or consequential, or other similar damages or the loss of profit, revenue, or data arising out of the subject matter of this agreement, even if DANENet has been advised of the possibility of potential or actual loss or damage. Participating agency hereby acknowledges and agrees that DANENet’s entire liability to participating non-profit agency for any loss, liability, or damages, including attorney’s fees, for any claim arising out of or related to this agreement regardless of the form of action, will be limited to participating Agency’s actual direct out-of-pocket expenses, which are reasonably incurred by participating Agency and will not exceed the amount of fees actually paid to DANENet by participating Agency pursuant to this agreement at the time the damages occurred. Participating Agency hereby agrees to indemnify and save and hold harmless DANENet from any claim or counter-claim of loss, liability, damage, or cost or expense arising from or related to this agreement, and/or any equipment or services or provided by or on behalf of DANENet, whether caused by the negligence of DANENet or otherwise. The parties agree that the foregoing terms, releases, and indemnity are material and necessary terms of this agreement, and that without such terms, releases, and indemnity, DANENet could not offer the services provided in this agreement at the prices and terms provided herein.

DANENet takes every reasonable precaution to prevent unnecessary or unauthorized access to any passwords, user identifications, or other information that may be used to access information systems; to limit access to the information contained in or obtained from information systems to authorized persons, and to treat all information encountered in the performance of duties as confidential. Participating agency agrees to take reasonable steps to secure hardware and limit access to said hardware to only those authorized personnel acting on behalf of participating agency. Participating agency accepts DANENet does not control access and/or environment where equipment is stored. DANENet does its best to avoid any sharing, recording, transmission, alteration, or deletion of information in the information systems except as required in performance of the technician’s job duties. By completing this form and signing below you indicate you understand and accept the terms of this contract.

AGENCY _____ EIN _____

AGENCY BILLING CONTACT NAME _____

PHONE _____ EMAIL _____

ADDRESS (STREET, CITY, ZIP) _____

AGENCY IT CONTACT NAME (if different) _____

PHONE _____ EMAIL _____

Agency Authorized Signature _____ Date _____

Updated 12/1/2022