

Quaker Cloud Agreement and Contract

What is this? This is our agreement with you as a representative of your meeting describing what specific commitments Friends General Conference and your meeting are making to each other when you sign up to use the Quaker Cloud.

Quakers have a long history of integrity and transparency in all aspects of our lives, including the ways in which we conduct business. These testimonies are at the core of the work and ministry of FGC. **It is our intention that the agreement below carries that testimony of integrity.**

If you have any questions about anything in this agreement, or anything else, you can contact us at cloudsupport@fgcquaker.org.

Agreement Overview

This Agreement is between the Quaker meeting, organization or committee that you are representing and Friends General Conference (FGC) governing the type, level and quality of service that FGC provides your Meeting, as well as governing the ways in which your Meeting may use of the Quaker Cloud web service (Quaker Cloud). Throughout this agreement, the Quaker meeting, organization or committee you are representing is referred to as the Meeting.

By signing below, you are affirming that you are acting on behalf of and with the approval and authority of a Quaker meeting, committee or an organization, and that the below document will govern the relationship between FGC and that Quaker body.

1. FGC Responsibilities and Services.

In general, FGC agrees to provide the web-based services described in the Description of Services and to support those Services as described in the Service Availability and Support section of this agreement.

2. Meeting Responsibilities.

In general, the Meeting agrees to:

- a) At all times have one person actively connected to the Meeting who is willing to serve as a FGC contact for matters relating to the Quaker Cloud (referred to as a Quaker Cloud Meeting Contact throughout this agreement) and who is willing to promptly review and, as necessary, respond to communications from FGC related to the Quaker Cloud;
- b) Create and author their own website content, and/or to re-use any content FGC has chosen to offer the Meeting for reuse;
- c) Add and maintain information related to their members and attenders as is consistent with their needs;
- d) Only post, link to, upload or submit content to the Quaker Cloud that does not to infringe on the intellectual property rights or other rights of third parties; is not indecent, obscene and is not dramatically at variance with Quaker principles and values;

e) Pay the fees described in Section 4 of this agreement in a timely manner.

3. Agreement Duration

This agreement will last for one calendar year from the date in which it is mutually agreed to and executed. This agreement is renewable until either party declines to renew in a manner consistent with Section 6 of this agreement or until FGC elects to discontinue offering the Quaker Cloud as a service.

While it is the intention of FGC to offer extensions of this agreement for the foreseeable future, should FGC become clear on the need to discontinue the services, FGC will provide the Meeting 12 months' notice of intention to discontinue offering of the cloud services.

4. Payment

The Meeting agrees to provide complete and timely payment consistent with the following payment schedule, unless other arrangements are mutually negotiated and agreed upon by both parties.

	Paid monthly	Paid annually	Setup fee
Meetings with less than 50 members and attenders	\$12/month	\$120/year	None
Meetings with 50 or more members and attenders	\$24/month	\$240/year	None
Quarterly meetings	\$24/month	\$240/year	Starts at \$60

The Meeting agrees to provide FGC an honest assessment of the number of members and attenders associated with their meeting.

The setup fee for Quarterly Meetings will be determined by FGC based upon an assessment of the complexity and setup needs for the Quarterly Meeting.

5. Invoicing

The Meeting can elect to provide payment for the Quaker Cloud service on a monthly or an annual basis.

If the Meeting elects to pay monthly, the Meeting agrees:

- a) to issue payment by credit card,
- b) to allow FGC to initiate automatic, recurring monthly debits to that credit card for the term of this agreement for an amount consistent with Section 4 of this agreement.

If the Meeting elects to pay annually:

- a) the Meeting may elect to issue payment by credit card or by check,
- b) FGC will provide an invoice by email 15 days before payment is due.

6. Termination of this agreement/discontinuation of service

This agreement can be terminated or FGC may temporarily discontinue service in the event of any of the following conditions:

- a) FGC may suspend or terminate this agreement and discontinue providing services to the Meeting if FGC does not receive payment within 60 days of the due date of any unpaid invoice, and if one of the following occurs: 1) the Meeting fails to respond to communications from FGC or 2) FGC and the Meeting are unable to negotiate and mutually agree upon alternative arrangements that allow for the continuation of the service.
- b) FGC may suspend or terminate providing services to the Meeting if the Meeting fails to uphold any Meeting obligation identified in this agreement, and fails to rectify the situation within 60 days of receiving an email notification from FGC describing the failure.
- c) FGC may suspend or terminate providing services to the Meeting if FGC determines the Meeting is responsible for repeated infringement of copyright as described within the Digital Millennium Copyright Act (17 USC § 512)
- d) The Meeting can request to cancel this agreement by providing FGC notice of desire to cancel by telephone, email or via an online cancelation form, one month in advance of the desired date of termination.
- e) FGC may temporarily suspend the service in the event that the security of an individual user account appears to be have been compromised by an unauthorized third party.

7. Ownership, deletion and preservation of data

- a) For the purposes of this agreement, copyright and intellectual property purposes, the Meeting is assumed by FGC to be solely responsible for and is the sole owner of web pages and documents submitted and posted by their members and attenders unless the content is a copy or derivative of work licensed by FGC under a Creative Commons agreement. This Meeting owned content is described as "Meeting Data" throughout this agreement.
- b) In the event of the termination or the discontinuation of service consistent with Section 6 of this agreement:
 - a. all Meeting access to private areas of the Quaker Cloud will be suspended,
 - b. all Meeting Data accessible to the general public will become inaccessible to the Meeting and the General public.
- c) In the event of the termination or the discontinuation of service consistent with Section 6c, 6d or 6e
 - a. the Meeting may request by phone or email:
 - i. a complete copy of all Meeting Data, stored on the Quaker Cloud in formats to be determined by FGC,
 - ii. that FGC delete all Meeting Data from the Quaker Cloud.
- d) If this agreement is terminated as the result of the Meeting neglecting to provide timely payment as described in Section 6a or the Meeting violating the terms of this agreement as described in Section 6b the Meeting agrees to:
 - a. wave any and all ownership or intellectual property claims related to Meeting data,
 - b. allow FGC the discretion to hold or dispose of Meeting data as they see fit.
- e) FGC agrees to manage and hold Meeting Data in a manner consistent with the FGC Privacy Policy as detailed on the www.fgcquaker.org website.

- f) FGC will utilize industry standard network and data security practices to protect against unauthorized third-party access.
- g) Both parties agree that in offering the Quaker Cloud, FGC is acting as an Online Service Provider covered by the Safe Harbor defined in the Digital Millennium Copyright Act (17 USC § 512) and is exempt from litigation related to intellectual property claims resulting from Meeting Data.

7. Refunds

If the Meeting has elected to pay for the Quaker Cloud on an annual basis, and elects to terminate this agreement before the end of that one year period, consistent with Section 6c of this agreement, FGC is obligated to issue a pro-rated refund of any whole calendar months of unused services at a rate of \$10/month for meetings with less than 50 members and attenders and at a rate of \$20/month for meetings with 50 or more members and attenders.

If the Meeting has elected to pay for the Quaker Cloud on a monthly basis and elects to terminate this agreement before the end of its term, the Meeting agrees that no refund of fees paid to date will be issued by FGC and the Meeting agrees to pay all outstanding balances consistent with Section 4 of this agreement.

The Meeting agrees that setup fees are not refundable.

8. Changes to this agreement

Periodically, FGC may change terms of this agreement as needed. FGC will provide the Quaker Cloud Meeting contact notification by email of all additions and edits to this agreement, consistent with the following schedule:

- a) FGC will provide the Meeting at least 30 days notice of any edits to the Description of Service section of this agreement.
- b) FGC will provide the Meeting at least 15 days notice of additions to the Description of Service.
- c) FGC will provide the Meeting at least 10 days notice of additions or modifications to all other sections of this agreement.

8. Dispute Resolution

In the case of any disputes under the Agreement, the parties shall first attempt in good faith to resolve their dispute informally, in a manner and approach consistent with Quaker principles and practices. Any controversy or dispute arising out of or relating to the Agreement, or the breach thereof, which cannot otherwise be resolved as provided above shall be resolved by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof.

The Meeting and FGC agree that when the word "will" is used in the context of this agreement it is used to convey an obligation upon one or more of the parties to this agreement.

9. Indemnification and Disclaimer of Warranties

The Meeting acknowledges that by entering into the Agreement, FGC does not assume and operational risks associated with Meeting's use of the services.

10. Limitation of liability and damages

ALL CLAIMS ARISING OUT OF THE AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF FEES PAYABLE BY MEETING TO FGC UNDER THE AGREEMENT.

11. Description of Service

FGC will provide the following tools and features, which together constitute the Quaker Cloud service:

- a) The ability for one or more Meeting members and attenders to serve as a Quaker Cloud Meeting Administrator, permitting that Quaker Cloud Meeting Administrator to accomplish any and all of the following tasks:
 - a. Enter a username and password determined by the Meeting Administrator into a specific webpage provided by FGC in order to gain access to administrative features of the Quaker Cloud.
 - b. Create one or more pages on the Quaker Cloud website.
 - c. Create one or more blocks of content that appear in the sidebar of both FGC defined pages and Meeting Administrator created pages
 - d. Edit or delete some or all content on any Meeting Administrator created page that is accessible within the meeting website.
 - e. Search the full text of all Meeting Administrator created pages and documents attached to those pages.
 - f. Invite members and attenders of the Meeting to create accounts and log in to access Meeting Administrator created pages that are not accessible to the general public.
 - g. For each Meeting Administrator created page, select if that page is accessible to the general public, to everyone with Quaker Cloud user accounts from all meetings, or only to members and attenders of the Meeting.
- b) Links to all pages created by the Quaker Cloud Meeting Administrator will automatically appear within one or more pages pre-defined by FGC.
- c) Pages pre-defined by FGC will be accessible by clicking on a menu pre-defined by FGC. Together this collection of Meeting Administrator created pages and FGC pre-defined pages constitute a Meeting website.

Service availability and support

- a) While we strive for, and regularly achieve, 100% uptime, FGC guarantees the Quaker Cloud will be available for at least 98% of each calendar year - (Actual uptime for October – December 2012 was 100%).

- b) Compliance with this uptime guarantee will be monitored continuously and automatically by FGC.
- c) The uptime guarantees offered by FGC excludes downtime resulting from
 - a. Scheduled system maintenance and upgrades
 - b. Acts of God including floods, hurricanes, earthquakes and other natural disasters.
- d) Failure to achieve that 98% uptime will result in a credit of fees paid proportional to the percentage of the calendar year the service was inaccessible below that 98% availability.
- e) While we strive for an immediate response to all support requests, FGC guarantees a personalized email response to all support requests within no more than 3 business days.
- f) FGC agrees to create and maintain 2 or more backup copies, stored in geographically dispersed locations, of all Meeting Data stored to the Quaker Cloud within 24 hours of the time in which the Meeting data is sent to the Quaker Cloud.

Signed

Representative of the Quaker Meeting

Date

Representative of Friends General Conference

Date