



Top 10 Considerations Nonprofits Should Make in Choosing a Technology Provider

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Agenda

- Speaker Introduction
- Purpose/goal of today's presentation
- Overview of the top 10 considerations
- Questions

Speaker Introduction



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- General familiarity with important contractual terms
- Ability to spot potential issues for negotiation
- Litmus test for when counsel is needed

Top 10 Considerations Nonprofits Should Make in Choosing a Technology Provider

1. Subjective Considerations



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2. Contract Scope



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3. Price



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4. Clickwrap agreements

Example: “This service order shall be governed by the terms and conditions of the MSA set forth at vendorswebsite.com.”

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5. Service Level Agreements

- ✓ Objectives
- ✓ Performance standards
- ✓ Ongoing reporting mechanism and escalation process
- ✓ Clarity on remedy in the event of breach

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6. Confidentiality, ownership and intellectual property



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7. Indemnification

- ✓ Insurance-like indemnities
 - IP infringement
 - Outages in hosting contracts caused by technology provider's contractors
- ✓ Indemnities on breach

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8. Limitations of liability

Example: Neither Provider nor Nonprofit or their affiliates, subcontractors, agents and/or employees shall be liable for an amount in excess of the cost of Services or for any loss of use, losses resulting from or related to downtime, special, indirect, punitive, exemplary, incidental, or consequential loss or damages of any nature, howsoever caused and whether based on warranty, contract, tort (including negligence) strict liability or any other theory of the law regardless of whether a party had advance notice of the potential of any such damages.

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9. Termination



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10. Transition periods post-termination

Example: Notwithstanding anything herein to the contrary, there shall be a post-termination wind-down period (the “Wind-down Period”) where Provider shall continue to provide the Services pursuant to the terms hereof irrespective of any termination for a period not to exceed six (6) months at Nonprofit’s written request.

“Take Aways”

- The contract can't cure all vendor woes
- Read and ensure agreement with contract before signing
- Engage competent counsel if you're unsure





For More Information:

If you would like more information about the services of Pro Bono Partnership of Atlanta, contact us at:

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