

TORCH Foundation Membership & Payment Form

New Member: Renewal:

Membership Dues: \$675 per quarter

Organization: _____

Nine-Digit Tax ID #: _____

Address: _____

City: _____ State: _____ ZIP: _____

Administrator/CEO Name: _____

Phone Number: _____ Fax Number: _____ Website: _____

Primary IT Contact: _____ Title: _____

Phone Number: _____ Fax Number: _____ Website: _____

Secondary IT Contact: _____ Title: _____

Phone Number: _____ Fax Number: _____ Website: _____

Billing Contact: _____ Title: _____

Phone Number: _____ Fax Number: _____ Website: _____

MEMBERSHIP TERMS	MEMBERSHIP BENEFITS	PAYMENT
Membership terms will be 12 months, with automatic renewal of another 12 months, unless otherwise notified in writing. (See Membership Agreement for details – Attachment A.)	TORCH Foundation members receive all services and support, as outlined in the Member Services & Benefits Document – Attachment B.	Membership dues are billed quarterly (\$675/quarter). If you would like to be billed annually, please let us know. Upon joining the network, a one-time set up fee will be assessed. (See Member Application Agreement for details.)

Authorized Representative: _____

Signature: _____ Date: _____

Signature confirms (1) that all information provided herein is true, (2) signor is legally authorized to represent and act on behalf of the above organization, and (3) that the organization understands, accepts, and agrees to the terms and provisions of the TORCH Foundation Membership Agreement.

Thank you for being a Member!



TORCH Foundation Membership Agreement

ATTACHMENT A

The TORCH Foundation is a 501(c)(3) non-profit affiliate of the Texas Organization of Rural & Community Hospitals (TORCH). The mission of the TORCH Foundation is to promote the success of rural Texas hospitals by working collaboratively and leveraging resources to provide quality programs and services.

I. MEMBER BENEFITS

TORCH Foundation members receive the following services, support and benefits:

Essential Network and Connectivity Support Services:

1. **Network Connectivity Support and Management** – 24/7 Support

- Support, diagnose and troubleshoot Internet connectivity issues.
- Interact/liaison with your Internet service providers (ISP).
- Troubleshoot primary external firewall and router from hospital's local area network (LAN) gateway interface to hospital's ISP.

2. **Virtual Private Network (VPN) Services** – 24/7 Support

- Provide secured VPN client connectivity for remote access: support, troubleshoot, test and verify the VPN client connectivity and maintain user accounts. (Note: does not include desktop and client software support).
- Provide secure LAN-to-LAN (L2L) VPN connectivity for transactions between the hospital and its business partners and vendors: configure, manage and support L2L VPN connections from the hospital's external firewall to the vendor's external firewall. Upon joining the TORCH Foundation network, a one-time new member set-up fee, and where applicable, other fees, apply. See Payment, Fees and Charges provision below for details.
- Ongoing support, management and changes for all VPNs terminating on the hospital's firewall for up to a half-hour per incidence.

3. **Firewall and Access Router Configuration** – 24/7 Support

Support, diagnose and troubleshoot the primary Internet firewall and access router configuration. Support does not include support of additional firewalls, routers or switches located on the facility's local area network. For additional network hardware management support, see details in Tier 2 Services. TORCH Foundation is not responsible for hardware failure or replacement.

4. **Email Hosting and Access** – 24/7 Support

- Provide hosted Microsoft Exchange with full Outlook web access (OWA).
- Provide email access and hosting for POP3, MAPI and IMAP protocols.
- Support email account/password: creation, deletion, resetting, verification and authentication
- Provide anti-spam/anti-virus filtering and firewall protection with automatic updates.

The following performances, limitations and expectations apply:

Mail Backup, Recovery and Retention: TORCH Foundation will perform daily backups on the mail server and will retain backups for four (4) weeks from the backup creation date. Members are encouraged to make local backups of Member's mail.

Mailbox Size Limit: Each mailbox is limited to two (2) GB. Members are encouraged to follow the industry best practice standards for monitoring and maintaining their mailboxes.

Enterprise Security: Members are expected to follow industry best practice standards for desktop and server security, such as running enterprise anti-virus and maintaining up-to-date patches on desktop and server applications. Member may be liable for damages and/or costs associated with damages, outages or other adverse events to the network as a result of Member's failure to adhere to this expected industry best practice standards.



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5. **Expert Advice, Technical Assistance and IT Consulting**

Members have access to our highly experienced, professional IT staff for expert advice and general IT consulting and technical assistance on a wide-range of areas. Support is limited to half-hour per incidence. Members can also leverage our vast network of industry partners and professional to support your various IT needs.

6. **Website Hosting, Domain and DNS Management – 24/7 Support**

- Provide secure and reliable website hosting for one (1) domain per facility. Website hosting does not include website development or content update/management. These services are available through our Tier 2 Service offering.
- Provide up to three (3) file transfer protocol (FTP) account to upload website content (FTP username, full FTP path and password will be provided).
- Provide secure and reliable domain hosting services: one domain name per member facility (additional web site domain names will be charged and billed to the members).
- Provide DNS service management.

7. **Helpdesk – 24/7 Support**

TORCH Foundation provides helpdesk support for Internet connectivity; email (hosting, troubleshooting and diagnosing on the network/server level); VPN client remote access (setup, installation, authentication and troubleshooting); LAN-to-LAN VPN tunneling; FTP account (creation, deletion, resetting, configuration, verification and authentication); and website hosting, domain and DNS management.

II. **MEMBERSHIP TERM**

The term of this Agreement will be for twelve (12) months, and begins on the date of execution of this Agreement. This term will be extended and continued automatically at the end of the term for another twelve (12) months, unless otherwise terminated in writing by Member at least 30 days prior to the end of the term.

III. **LIABILITY AND OBLIGATION ON TERMINATION**

Should the Agreement expire or be terminated for any reason, the TORCH Foundation will not be liable to Member for compensation, reimbursement, or damages for any reason whatsoever following such termination or expiration. Any termination of this Agreement shall not relieve Member of any obligations to pay fees and costs accrued prior to the termination date or any other amounts owed by Member to the TORCH Foundation as provided in this Agreement.

IV. **PAYMENT, FEES AND CHARGES**

The following payment, fees and charges apply:

1. **Membership Fee:** TORCH Foundation Membership fee is \$225 per month for the term. Member will be billed quarterly, unless Member elects to be billed annually. Annual membership fee may be subject to change, upon approval of the TORCH Foundation Board of Directors. Any approved fee changes shall be applied on the next billing cycle.
2. **New Member Set-up Fee:** Upon joining the TORCH Foundation, a one-time new member set-up fee of \$500 will be assessed to cover the following:
 - Configuration of the existing firewall for up to three (3) VPN tunnels. Any additional VPN tunnels above the three included will be scoped and billed on an hourly basis.
 - Configuration of the existing router for new ISP connectivity.
 - Creation of domain for Member, if required.



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- Configuration of email server for the Member's domain and creation of email accounts. This does not include migration of existing mail to new accounts. Mail migration from Member's existing platform to the TORCH Foundation's mail servers will be scoped and billed on an hourly basis.
 - Updating of DNS records, if required.
 - Creation of FTP accounts for website hosting, if required.
3. **Other Fees:** Any additional work deemed necessary at the time a new Member joins the TORCH Foundation shall be scoped and billed on an hourly basis.

V. INDEMNIFICATION AND LIABILITY

Notwithstanding any other provision of this Agreement, nothing contained herein shall cause either Party to be liable or responsible for any debt, liability, or obligation of the other Party, unless such liability or responsibility is expressly assumed in writing by the Party sought to be charged therewith. Each Party shall be solely responsible for the performance of its duties or actions and shall indemnify and hold the other Party harmless against any obligation, claim, or cause of action, which it is named.

1. **TORCH Foundation:** TORCH Foundation shall indemnify and hold harmless Member and its officers, directors, employees, and affiliates from any and all claims, losses, damages, expenses, or liabilities whatsoever incurred by Member and its officers, directors, employees and affiliates, including reasonable attorney's fees, arising out of or in relation to Member's breach of this Agreement or any third-party claims with respect to Member during the Term of this Agreement which are caused wholly or in part by any negligent or willful act or omission of TORCH Foundation, or of its officers, directors, employees, or affiliates; but only to the extent not covered by insurance, and provide that Foundation shall not be obligated to indemnify and hold harmless Member and its officers, directors, employees, and affiliates under this section for any matter for which TORCH Foundation has no liability which is a result of forces beyond TORCH Foundation's control, including without limitation, strikes, shortages, acts of God, or any statute, rule, or regulation.
2. **Member:** Member shall indemnify and hold harmless TORCH Foundation and its officers, directors, employees, and affiliates from any and all claims, losses, damages, expenses, or liabilities whatsoever incurred by TORCH Foundation and its officers, directors, employees and affiliates, including reasonable attorney's fees, arising out of or in relation to TORCH Foundation's breach of this Agreement or any third-party claims with respect to TORCH Foundation during the Term of this Agreement which are caused wholly or in part by any negligent or willful act or omission of Member, or of its officers, directors, employees, or affiliates; but only to the extent not covered by insurance, and provide that Member shall not be obligated to indemnify and hold harmless TORCH Foundation and its officers, directors, employees, and affiliates under this section for any matter for which Member has no liability which is a result of forces beyond Member's control, including without limitation, strikes, shortages, acts of God, or any statute, rule, or regulation.

VI. GENERAL PROVISIONS

1. **Entire Agreement:** This Agreement, in conjunction with all exhibits, attachments, policies and guidelines attached hereto or as mutually agreed upon after this Agreement date shall be incorporated herein by reference, and shall constitute the entire Agreement between the Parties and it shall supersede all prior and contemporaneous agreements, representations, and understandings of the Parties in connection therewith.
2. **No Fiduciary Relationship:** Parties agree that neither party is a legal representative, partner, joint venturer, franchisee, or agent for any purpose of the other, unless both parties have signed a separate written agreement. Other than as specified herein, neither party makes any representations, or assumes any obligations on behalf of the other.
3. **Amendments:** This Agreement may be amended only upon written mutual agreement of Member and the TORCH Foundation.



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4. **Notices:** Notices between Parties may be given in writing by electronic mail or conventional mail to the address indicated on the Application.

5. **Choice of Law and Forum:** This Agreement will be governed by the laws of the United States and the State of Texas, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Austin, Travis County, Texas, and Member irrevocably consents to the jurisdiction of such courts.

6. **Non-Assignment:** A subscription may not be assigned or transferred to any other person or entity. Member must promptly inform the TORCH Foundation of changes in its business billing address.

7. **Severability:** Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

8. **Force Majeure:** Except as otherwise provided, neither Party shall be liable to the other for any delay in, or failure of performances, of any requirement contained in the Agreement caused by force majeure, which is defined as those causes generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt of the existence of such force majeure or otherwise waive this right as a defense.

Hospital Acceptance

TORCH Foundation Acceptance

Name of Authorized Representative

Name of Authorized Representative

Title

Title

Signature of Authorized Representative

Signature of Authorized Representative

Date

Date



TORCH Foundation Member Network Support Services

ATTACHMENT B

The TORCH Foundation provides the following essential network and connectivity support services. Upon joining the network, a one-time set up fee will be assessed, where applicable (See Terms in the Member Application Agreement for details).

- 1. Network Connectivity Support and Management – 24/7 Support**
 - Support, diagnose and troubleshoot network broadband Internet connectivity issues.
 - Interact/liaison with your Internet service providers.
 - Troubleshoot VPN connectivity, firewall and router.
- 2. Virtual Private Network (VPN) Services – 24/7 Support**
 - Provide secured VPN client connectivity for remote access: support and troubleshoot the VPN client connectivity and maintain user accounts
 - Provide secure LAN-to-LAN VPN connectivity for transactions between the hospital and your business partners and vendors: configure, manage and support L2L VPN connections.
- 3. Firewall and Access Router Configuration – 24/7 Support**

Support, diagnose and troubleshoot the Internet firewall and access router configuration (note: does not include support of additional firewalls, routers or switches located on the facility's local area network. For Internal Network Hardware Management Support, see details in Tier 2 Services.)
- 4. Email Hosting and Access – 24/7 Support**
 - Provide hosted Microsoft Exchange with full Outlook web access (OWA).
 - Provide email access and hosting for POP3, MAPI and IMAP protocols.
 - Support email account/password: creation, deletion, resetting, verification and authentication
 - Provide anti-spam/anti-virus filtering and firewall protection with automatic updates.
- 5. Expert Advice, Technical Assistance and IT Consulting from Experienced, Professional IT Staff**

Members have access to our highly experienced, professional IT staff for expert advice and general IT consulting and technical assistance on a wide-range of areas. Members can also leverage our vast network of industry partners and professional to support your various IT needs.
- 6. Website Hosting, Domain and DNS Management – 24/7 Support**
 - Provide secure and reliable website hosting for one (1) domain per facility. Website hosting does not include website development or content update/management (these services are available through our Tier 2 Service offerings. Contact us for more details).
 - Provide up to three (3) file transfer protocol (FTP) account to upload website content (FTP username, full FTP path and password will be provided).
 - Provide secure and reliable domain hosting services: one domain name per member facility (additional web site domain names will be charged and billed to the members).
 - Provide DNS service management.
- 7. Helpdesk – 24/7 Support**

TORCH Foundation provides helpdesk support for Internet connectivity; email (hosting, troubleshooting and diagnosing on the network/server level); VPN client remote access (setup, installation, authentication and troubleshooting); LAN-to-LAN VPN tunneling; FTP account (creation, deletion, resetting, configuration, verification and authentication); and website hosting, domain and DNS management.

For more information, contact Clay Price at (512) 615-6272 or via email at clay@torchnet.org.

