



**(ACQUIA- CARAHSOFT FINAL 3-14-2012)**  
**ACQUIA SERVICES AGREEMENT**

This Services Agreement ("Agreement"), effective as of \_\_\_\_\_, 2011 ("Effective Date"), is made by and between Acquia Inc., with its principal place of business at 150 Presidential Way, Woburn, Massachusetts 01801 ("Acquia"), and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Client").

**1. The Services.** The services covered by this Agreement include (i) those Managed Cloud & Support Services set forth and described on Exhibit A attached hereto and (ii) any additional development, consulting or other services ("Professional Services") that Acquia makes available to Client pursuant to a separate Statement of Work executed by the parties (each an "SOW"). Additional terms and conditions relating to the Professional Services are set forth and described on Exhibit B attached hereto.

**2. Fees.** Client agrees to pay Acquia's government reseller, Carahsoft, on behalf of Acquia for the Services provided and reasonable expenses incurred on the basis and at the rates specified in each Task Order, as the case may be. Each Task Order shall incorporate in by reference the applicable SOW or Services Exhibit All expenses to be reimbursed by Client shall require Client's pre-approval and Acquia agrees to provide Client with reasonable documentation substantiating such expenses upon Client's request. All payments will be made in accordance with Carahsoft's contract, GS-35F-0119Y (Contract).

Summary of Committed Fees for the Initial Order:

Managed Cloud & Support Services

\$ \_\_\_\_\_

Professional Services

\$(as set forth in a separate Statement of Work)

If Client disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, Client shall make payment in accordance with the terms under Carahsoft's contract (GS-35F-0119Y).

**3. Confidentiality.**

(a) **Confidential Information.** During the term of this Agreement, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are Confidential Information. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights. The parties obligations set forth in this Section 3(a) shall survive termination or expiration of this Agreement for a period of three (3) years.

(b) **Exclusions.** Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may also disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

**4. Acquia Warranties.**

(a) Performance. Acquia warrants that it will provide the Services in a competent and workmanlike manner and that the Services will be performed in accordance with the description set forth herein or, if applicable, the SOW, in all material respects. Acquia does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. Acquia makes no warranty regarding features or services provided by third parties. Client must report any deficiency in Services to Acquia in writing within fifteen (15) days of completion of such applicable portion of the Services. For any breach of the above warranty, Acquia will at no additional cost to Client, provide remedial services necessary to enable the Services to conform to the warranty. Client will provide Acquia with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Except for any additional remedies set forth in any service level agreement described in this Agreement, the remedies set out in this subsection are Client's sole remedies for breach of the above warranties. Such warranties shall only apply if the applicable Services have been utilized by Client in accordance with this Agreement and applicable law.

(b) Security. Acquia represents and warrants that it shall and it shall cause its third-party datacenter facility operators to employ industry standards for security such as password protection, data encryption and secure networks. Acquia further represents and warrants that (i) Acquia is a licensee of the TRUSTe® Privacy Program and abides by the EU Safe Harbor Framework as outlined by the U.S. Department of Commerce and the European Union and (ii) it shall comply in the performance of the Services with all applicable laws and regulations, including, without limitation, all applicable federal, state, and local privacy laws or regulations.

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 4, ACQUIA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE), IN CONNECTION WITH THIS AGREEMENT.

**5. Limitation of Liability**. In no event shall either party be responsible for any consequential, special, punitive or other damages, including, without limitation, lost revenue or profits, in any way arising out of or related to this Agreement, even if it has been advised of the possibility of such damages. Except for claims related to a breach of Section 3 (Confidentiality), Acquia's total cumulative liability to Client for any matter arising out of this Agreement shall not exceed the fees paid by Client to Acquia hereunder in the immediately preceding twelve (12) month period. This paragraph shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§3729-3733.

**6. Licenses**. Acquia may make available to Client, for Client's installation, copying and/or use in connection with the Services, from time to time, a variety of software, tools, data and other content and printed and electronic documentation, including Licensed Software, (collectively, the "Acquia Information"). Subject to Client's ongoing compliance with the terms of this Agreement, Acquia hereby grants to Client, without the right to sublicense, a limited, non-exclusive, non-transferable license during the term of this Agreement to install, copy and use the Acquia Information solely for Client's internal business purposes in connection with and as necessary for Client's use of such Services. Client may not, nor permit Users or anyone else to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services or the Acquia Information; (ii) modify, translate, or create derivative works based on the Services or the Acquia Information; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services or the Acquia Information; (iv) use the Services or the Acquia Information for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Services or the Acquia Information; or (vi) publish or disclose to third parties any evaluation of the Services or the Acquia Information without Acquia's prior written consent. In addition, in accordance with Client's policy, Client may grant to Acquia a limited, non-exclusive, non-transferable, non-sublicenseable, royalty-free, worldwide license to use, copy, transmit and display Client's trademarks, logos and content, made available by Client, solely as may be necessary to provide the Services. Acquia retains all intellectual property rights to its technology, software, documentation and tools used in connection with the Services.

## **7. Intentionally Omitted**

## **8. Term; Termination of Services**

(a) Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect for a period of one (1) year.

(b) Termination. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each SOW.

(c) Effect of Termination. Upon any termination or expiration of this Agreement Acquia shall no longer provide the applicable Services to Client and Client shall cease using the Services. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

## **9. General**

(a) Entire Agreement and Controlling Documents. This Agreement, including all Services Exhibits hereto and all SOWs (**along with any applicable GSA Schedule**), contains the entire agreement between the

parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns.

(b) Assignment. This Agreement shall be binding upon and for the benefit of Acquia, Client and their permitted successors and assigns. Either party may assign this Agreement and all of its rights and obligations hereunder as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void. Acquia may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that Acquia shall remain liable for the actions or omissions of such independent contractors or subcontractors. For the US Government as a customer, assignment provisions must comply with FAR 42.12.

(c) Intentionally Omitted.

(d) Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

(e) Relationship of the Parties. Acquia and Client are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

(f) Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the party set forth at the beginning of this Agreement. Either party may change its address by giving written notice of such change to the other party.

(g) Force Majeure. Neither party shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) caused by an event beyond its reasonable control, including but not limited to, wars, riots, labor strikes, natural disasters, the infrastructure of the Internet, or any law, regulation, ordinance or other act or order of any court, government or governmental agency. Any delays resulting from Client's failure to perform or fulfill its responsibilities (such as not having systems ready or failing to provide necessary data) will not affect the term of the applicable Service.

(h) No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

(i) Counterpart and Facsimile Execution. This Agreement may be executed in counterparts and delivered by facsimile, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, and all of which together shall constitute one and the same agreement. Only a written instrument that refers to this Agreement or the applicable Services Exhibit or SOW and is duly signed by the authorized representatives of both parties may amend this Agreement or such Services Exhibit or SOW

(j) Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

**10. Additional Definitions**. The following capitalized terms shall have the following meanings for purposes of this Agreement and Exhibits.

1. "Acquia Owned Drupal Modules" means certain Drupal modules which are owned by Acquia and that are licensed pursuant to the terms of an open source license.
2. "Acquia Drupal" means Drupal Software and Licensed Software bundled together in various distribution methods as provided by Acquia from time to time.
3. "Drupal" means the open source content management platform available for download at [www.drupal.org](http://www.drupal.org).
4. "Drupal Software" means the Drupal Core Modules and the Drupal Contributed Modules.
5. "Licensed Software" means the Acquia Owned Drupal Modules.
6. "Mollom Services" means the Mollom services as described at the <http://acquia.com/products-services/acquia-network-features>.

7. "Services" means Acquia's Managed Cloud & Support Services, Professional Services and Third-Party Services.
8. "Support Policy" means Acquia's support policy available at <http://acquia.com/about-us/legal/licensing-and-terms-of-service> as updated from time to time.
9. "Third-Party Services" means the provision of access to the electronic services provided over the Internet through the Acquia Services where third parties supply the software providing those services as described in the Services Description. For the avoidance of doubt, Third-Party Services do not include the Mollom Services.
10. "User(s)" shall mean Client's employees, consultants, contractors or agents authorized to use the Services in accordance with the terms and conditions of this Exhibit and for which an incremental cost is incurred in a Subscription.

**EXHIBIT A**  
**MANAGED CLOUD & SUPPORT SERVICES EXHIBIT**

**A. MANAGED CLOUD SERVICES**

**1. Services.** Acquia shall provide the following Managed Cloud Services:

Managed Cloud. Acquia agrees to host and maintain Client's web site (the "Web Site") on Acquia's Server(s) during the term of the Agreement. Acquia shall host the Web Site in accordance with the service level standards set out below. Acquia shall use commercially reasonable efforts to prevent unauthorized access to its servers and shall promptly notify Client of any known security breaches.

Domain Name. If requested by Client, Acquia shall, at Client's expense, cooperate with Client in registering the Domain Name with InterNIC and any other applicable Domain Name registration entity throughout the world. Client shall own all right, title and interest in and to the Domain Name and all Intellectual Property Rights related thereto. Unless otherwise specified by Client, Acquia shall list Client's project liaison as the administrative, technical and billing contact.

Support. See Section B below.

**2. Hardware.**

Hardware Configuration:

**Fees for additional hardware:**

<b>Load Testing</b>	<b>\$</b>	Description:
<b>Other Services</b>	<b>\$</b>	Description:

**3. Cloud Terms.**

- (a) Description. The service provides a high availability Cloud environment for \_\_\_\_\_ Drupal sites utilizing up to \_\_\_\_GB of bandwidth per month, and including \_\_\_\_ GB of storage. Any monthly usage in excess of the amounts agreed to will be charged at \$85 per 100 GB of bandwidth and \$50 per 100 GB of storage.
- (b) Site Backup. Acquia shall conduct daily backups and maintain a complete and current copy of the Web Site, which will be used in the event the site must be restored by Acquia due to failure or fault in the Service.
- (c) Additional Servers. Client agrees that should Acquia become aware that Client's servers have or will become overloaded due to greater than normal usage, Acquia will take reasonable actions to increase the server capacity in an effort to maintain site performance. Client agrees that Acquia can unilaterally elect to add capacity up to three times the contracted capacity and that the excess capacity will remain provisioned for a minimum of 2 business days. Such additional capacity will be billed at then current rates in increments of a day. Acquia will also make reasonable efforts to contact the Client when it is determined a server upgrade is needed. Acquia reserves the right to not provision additional server capacity, if it determines that additional capacity is unlikely to significantly improve performance, including, without limitation, when the overload is caused by an error in the Client's software (e.g., PHP code) or during a denial-of-service attack.
- (d) Managed Services Support. Contracted services includes up to:
  - \_\_ Drupal docroot(s);
  - up to \_\_ multisite domain names; and
  - an Acquia Network Services Subscription outlined in Section B below.

Client may not use the Services in excess of the amounts/limitations set forth above.

**4. Service-Level Agreement.**

During the term of the Agreement and subject to the terms and conditions below, Acquia shall use commercially reasonable efforts to make the Web Site available 99.95% of the time in any calendar month. Unavailability means that the Web Site is unresponsive or responds with an error.

Availability will be calculated per calendar month, as follows:

$$\left[ \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.95\%$$

Where:

- *total* means the total number of minutes for the calendar month
- *nonexcluded* means downtime/unavailability that is not *excluded*
- *excluded* means the following:
  - Any outages caused by factors outside of Acquia's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Acquia employees), computer, telecommunications, Internet service provider or Cloud facility failures or delays involving hardware, software or power systems not within Acquia's possession or reasonable control, and network intrusions or denial of service attacks;
  - Any outages that result from any actions or inactions of Client or any third parties;
  - Any outages caused by programming errors in Client's application(s) or by programming bugs in the third-party extensions/modules distributed on the Acquia website;
  - Any outages lasting less than 5 minutes.
  - Any outages are not reported by Client within five (5) calendar days;
  - Any outages resulting from scheduled maintenance, if Acquia notified Client three (3) business days prior to the commencement of the maintenance work (and further provided there will be no more than twenty (20) hours of scheduled maintenance downtime per calendar year); and/or
  - Client caused unavailability such as missing content, errors caused by Client code or Drupal configuration errors, or usage capacity in excess of the Client purchased amount.

In addition, unavailability of some specific features or functions within the Web Site, while others remain available, will not constitute unavailability of the Web Site, so long as the unavailable features or functions are not, in the aggregate, material to the Web Site as a whole.

Should Acquia fail to meet 99.95% general availability of the Web Site for a calendar month, Client shall receive a credit for one full day of its monthly Service fee set forth above for such Web Site, for each cumulative one-half (1/2) hour of general Web Site unavailability below 99.95% for such month. Credits issued to Client's account will be used to offset any future amounts owed by Client to Acquia for Managed Cloud Services (or refunded if no further amounts are due for such Managed Cloud Services). Credits are limited to a maximum of ten (10) days per rolling period of one (1) month, and ninety (90) days per rolling period of one (1) year. To properly claim a Credit due, Client must inform Acquia within five (5) calendar days of the purported outage and provide a full description of the Service interruption, including logs if applicable.

If Client has legitimate Credit claims for two consecutive months or three months in any six month period, then either party may terminate this Agreement upon written notice to the other party.

The Credits and termination right above shall constitute Client's sole and exclusive remedy and Acquia's sole and exclusive liability for any failure to maintain the availability of the Web Site.

**5. Client Representation and Warranties.** Client hereby represents and warrants to Acquia it will not:

- (a) Interfere or attempt to interfere with the proper working of the Services, the Servers or any activity being conducted on the Servers.
- (b) Promote, facilitate or permit gambling on the Web Site.
- (c) Post, transmit or facilitate illegal activities, including, without limitation, child pornography and libelous, defamatory or otherwise malicious information.
- (d) Post, upload or transmit any content or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights.
- (e) Post, upload or transmit any information, software or other material that contains viruses, unauthorized data, malware, Trojan horses, spyware, worms or other harmful or corrupted components.
- (f) Use the services to collect personally identifying information about other Acquia clients or use information obtained from or through the Services for the purpose of direct marketing, spamming, or unsolicited contacting of other Acquia clients, or other impermissible activities, including, without limitation, activities that violate anti-spamming laws and regulations.
- (g) Use, post or upload any software or intellectual property Client does not own or for which it does not have an appropriate license.
- (h) Advocate or facilitate activities that are harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.

- (i) Impersonate any person or entity or falsely state or otherwise misrepresent any professional or other affiliation with any person or entity, including Acquia or its affiliates, for any purpose, including, without limitation, phishing or pharming.
- (j) Violate, misappropriate, or infringe the rights of any third party.
- (k) Engage in or facilitate illegal export of any restricted or controlled items, including, without limitation, software, algorithms or data that is subject to export laws or regulations

## **B. SUPPORT SERVICES AND NETWORK SUBSCRIPTION SERVICES**

### **1. Acquia Managed Support Services.**

Acquia will provide Client with (i) Diagnosis and Repair Support, (ii) Advisory Support and (iii) Remote Site Administration Support in accordance with the terms and conditions set forth below and in accordance with the terms and conditions of Acquia's Support Policy (including the service levels specified in the Support Policy), at the Subscription level Client selects when it places its order (or any subsequent order) for such Services, all as more fully described in the Support Policy.

#### **Diagnosis and Repair Support**

Diagnosis and repair support entitles customers to engage Acquia Support Engineers in the diagnosis and repair of Drupal functionality issues during the assembly or operation of a Drupal web site. Diagnosis and repair support includes resolving issues with any core, contributed or custom module; with installation, configuration and usage tasks; with modules or themes not interacting or not operating as expected within its environment. Diagnosis and repair may not be possible with certain integrations or custom modules.

Acquia may require a module or component to be upgraded to a later or more stable release before continuing with the diagnosis or repair of an issue. Acquia may require the substitution of a module or modules for similar suitable module(s) to resolve an issue. Client customizations to Drupal core files may limit Acquia's ability to resolve issues. Acquia may recommend or require such modifications be removed in favor of alternate solutions using standard core and contributed modules, or by using other standard, published core patches.

#### **Advisory Support**

Advisory support entitles customers to engage Acquia's Support and Engineering experts in discussions on best practices for generic topics including security, migration, performance tuning, module development, and architecture. Advisory support is limited to existing knowledge that can be transferred during a live conversation or via email and possibly supported by existing documentation. Creation of any new implementation and development oriented deliverable(s) are out of scope for advisory support. Advisory support does not generate any deliverables.

Examples of Advisory Support topics:

- Security best practices
- Module selection advice
- Migration best practices
- Performance best practices
- Architecture best practices
- Module development best practices

#### **Remote Site Administration Support**

Acquia's Remote Site Administration Support service provides for Acquia to handle typical and routine administration tasks by remote access. Administration includes normal maintenance tasks and minor site modifications that would typically be handled by an on-site administrator for a fully designed and operating site. Requests are communicated to Acquia by web, email or phone and completed by an Acquia administrator.

*Tasks Within the Scope of Services.* The types of tasks that are typically within the scope of Acquia's Remote Site Administration Support service are:

Drupal Administration:

- Drupal core security updates
- Module installation and configuration
- Module security updates
- Module feature updates on request
- Creation and modification of views and content types
- Performance tuning as can be done via the user interface (UI)
- Implementation of revision control
- Minor modifications and tweaks to site's theme

#### Web Server Administration:

- Review system logs to diagnose issues or upon request
- Assist with setup of database backup routine
- Updates or upgrades to Apache, PHP, Databases or the Operating System
- LAMP stack changes pertaining to performance tuning
- Installing or upgrading server applications
- Minor adjustments to Apache, MySQL, and PHP configuration
  - Changes for service diagnostics, and deploy new sites/docroots.
  - apache.conf changes (i.e. modify conf change docroot locations, and add new sites)
  - php.ini changes (i.e. bump memory limit or enable error logging)
  - my.cnf changes (i.e. enable slow query logs, modify slow query time)

Site modification tasks are limited to those that may be accomplished within the total average administration time allocated under this Agreement as set forth below. Remote administration services are provided for the major Drupal version listed in this Agreement. Site modification tasks include making minor and occasional functionality adjustments typically needed for an operating site. Site modification tasks are limited to those that may be accomplished within the Estimated Average Monthly Service specified below. Site modification tasks outside this scope of services need to be handled by the Client, through Acquia's Professional Services at additional cost, or through a third-party.

Acquia will perform services for the major Drupal version listed above. Acquia will perform services for the Client's Drupal installation running on the Client system architecture. Acquia requires access to one or more development/testing servers to facilitate the testing and deployment of updates in connection with the services. Acquia will assist with configuring three QA/development/test servers to support the test and deployment process using a code repository and revision control.

It is understood by the Parties that the Client's Installation includes various interoperating technology components, including but not limited to an operating system, database, web server, Drupal core modules, and customized Drupal extensions. It is also understood by the Parties that in the course of performing tasks in the scope of services, and specifically providing Drupal and web site administration, that updates, patches, changes and improvements to any one of the components may affect the operation of any or all of the other components. When such an event occurs, Acquia will utilize Client's backups of the installation to restore the installation to a prior version. The identification or correction of the incompatibility between components is outside the scope of Services and will need to be handled (i) by the Client, (ii) through Acquia's Professional Services at additional cost, or (iii) with a third-party.

*Tasks Outside the Scope of Services.* Certain site maintenance activities required to properly maintain a fully functioning Installation must be handled by the Client. These tasks are explicitly outside the scope of services offered under this Agreement and are not provided by Acquia. The Client is responsible for coordinating with Client's own internal resources, Acquia Professional Services at additional cost, or a third-party vendor to perform these tasks under a separate arrangement. These tasks include but are not limited to:

- Major version upgrades of Drupal
- Major version upgrades of Views, CCK, or other "architectural" modules
- Custom module or theme development
- Significant changes to site design or architecture
- Building a new site
- Data migration from other sites, systems, or versions of Drupal
- In-depth performance or security analysis
- Content management, creation, or translation
- Graphic design
- Usability or accessibility testing
- Site load testing

Acquia will not configure, diagnose, administer or repair:

- DNS or domains names
- Hardware that is not under our control
- Software not directly related to running Drupal
- Backup storage and archive management
- Integrations - (will diagnose up to the Drupal integration point)

## 2. Support Request Procedures



## **Business Hour Support, Non-Emergency**

- Client shall make requests of Acquia Support through Acquia's online ticket management system accessible via the Acquia Network on [acquia.com](http://acquia.com), or through Acquia's support phone line.
- Client shall provide a description of the issue or request, a description of the mission impact, and designate urgency.
- Acquia will evaluate the request and provide an initial response in accordance with its standard procedures.
- Client shall work with Acquia to provide additional information about site functionality and related applications as needed to diagnose and resolve the issue.
- Acquia shall track progress notes and related communications in the ticket through resolution of the issue or request.

## **Business Hour Support, Emergency**

- Client shall make requests of Acquia Support through Acquia's online ticket management system accessible via the Acquia Network on [acquia.com](http://acquia.com), or through Acquia's support phone line.
- If submitting an online ticket, the Client shall designate the issue or request Urgency as "Critical"
- Critical Urgency tickets initiate internal alerts and designate the request for a priority response.
- Acquia will contact the Client by phone or via the ticket to confirm details and initiate diagnosis.
- If making a request by phone then Acquia will open a ticket on the Client's behalf for tracking the issue through resolution.

## **Off-Hours Emergency Support**

### **By Online Ticket**

- Client shall make requests of Acquia Support through Acquia's online ticket management system accessible via the Acquia Network on [acquia.com](http://acquia.com), or through Acquia's support phone line.
- If submitting an online ticket, the Client shall designate the Urgency as "Critical"
- Off-Hours Critical Urgency tickets initiate an alert to on-call support staff

### **By Phone**

- Call 888-922-7842, or 978-296-5250 (US)
- Press 6 from the main menu. This is a silent option not listed in the voice prompt. Client will be directed to Critical Support voicemail.
- Client shall leave a message with the name and phone number of the technical contact to be contacted; web site name, and a description of the issue.
- Client shall provide a clear description of the symptoms and any actions taken which may be related to the cause or attempted remedies.

### **Acquia Support's Response to Critical Urgency issues**

- Reporting by either method will automatically initiate Acquia's emergency response by notifying on-call support staff and support management.
- Acquia's on-call staff member will contact the Client contact reporting the issue or as otherwise designated.
- Work will commence to diagnose and resolve the issue.
- Client and internal updates are issued regularly on an agreed frequency until resolution.
- Acquia's on-call member will initiate technical and management escalations if progress is blocked.
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3. **Maximum Services Usage.** The Fee to be paid by Client for Acquia Managed Support Services provides for an Average Maximum of        hours of service per month. Hours in excess of the Average Maximum may be subject to the Excess Usage terms described further below. "Average Services Hours" are calculated as a six-month trailing average service hours required to fulfill Client's remote administration requests by Acquia's Site Administrator(s). "Hours" is the time recorded on remote administration tickets within a calendar month independent of the request date or fulfillment status of a given ticket. An Average Service Hours calculation greater than the stated Average Maximum noted above constitutes "Excess Usage" and may result in either a fee adjustment, or a one-time Excess Usage fee.

4. **Acquia Network Services.**

Acquia Network Services provide for a subscription (the "Services Subscription") to the following electronic services provided over the Internet as described in more detail in Acquia's services description available at <http://acquia.com/products-services/acquia-network> as updated from time to time (the "Services Description"):

- Acquia Search
- System profile management
- Automated spam blocking with Mollom
- Site usage statistics
- Remote cron activation
- Code modification detection for sites running Acquia Drupal

- Software update management for sites running Acquia Drupal
- Online documentation

In connection with the Services Subscription, the Drupal Software, Acquia Owned Drupal Modules and Mollom Services are subject to various terms and conditions imposed by their licensors which terms are set forth at <http://acquia.com/about-us/legal/licensing-and-terms-of-service>. The terms of Client's use of the Drupal Software, Acquia Owned Drupal Modules and Mollom Services are subject to and governed by their respective licenses.

Client may add Users to Client's Services Subscription by placing an order with Acquia. Client is responsible for all activity occurring under Client's User's accounts. Client shall notify Acquia immediately of any unauthorized use of any password, account, copying or access to the Services Subscription. User accounts cannot be shared or used by more than one individual User but may be reassigned to new Users replacing former Users.

## EXHIBIT B

### PROFESSIONAL SERVICES TERMS

1. Services. Acquia agrees to perform the Services set forth in a Statement of Work ("SOW") attached to or made an addendum to this Agreement in accordance with the schedule set forth therein.
2. Fees and Expenses. Carahsoft on behalf of Acquia will invoice Client in accordance with the terms of the contract, GS-35F-0119Y, and Client shall pay for the Services in accordance with Contract GS-35F-0119Y. If Client wishes Acquia to perform additional Services above and beyond those set out in the SOW, the parties (including Client and Carahsoft) must execute a written change order describing the additional work and corresponding fees.
3. Client Responsibilities. Acquia's performance under the SOW is at all times dependent upon Client's timely and satisfactory performance of any Client responsibilities set forth in the SOW. Client is solely responsible for the use to which it puts any deliverable or information provided by Acquia hereunder and any decisions it makes in using such deliverable or information. Client represents and warrants that it has all right and authority from any third party suppliers to allow Acquia to perform the Services under the SOW.
4. Project Leaders; Access to Client Facilities. For each professional services engagement, each party shall designate a project leader to whom all matters relating to such schedule will be addressed. Client agrees to respond to requests from Acquia for approvals, decisions or other actions in connection with the performance of Acquia's obligations under this Agreement within a reasonable period of time. Client agrees to provide to Acquia, without charge, sufficient working and storage space and utility services at Client's facility or facilities and with reasonable access to Client's personnel, files, and equipment in order to perform its obligations under this Agreement. Acquia agrees to comply with such reasonable written security procedures as Client may establish and provide to Acquia prior to the provision of Consulting Services.
5. Ownership and License.
  - (a) Client agrees that any and all deliverables, plans, specifications, documentation, and other materials delivered to Client under the SOW, together with all ideas, concepts, know-how, techniques, inventions, discoveries or improvements, including but not limited to computer software, whether in object code or source code form, developed by Acquia and arising out of or relating to the Services (collectively, "Work Product") are and shall be the property of Acquia. Acquia retains all right, title and interest in and to the Work Product, provided that if and to the extent that the Work Product contains any Client Confidential Information, Client will retain all right, title and interest in and to such Client Confidential Information.
  - (b) Acquia hereby grants Client a nonexclusive, nontransferable license to use the Work Product in conjunction with Acquia's software products, provided that (i) any Work Product prepared under the terms of the GNU General Public License or any other Open Source License shall be released to the public and available to the Client according to Acquia's obligations under such license, and (ii) Acquia reserves the right to release all Work Product under the terms of the GNU General Public License or any other Open Source license.
  - (c) Acquia expressly reserves the right to perform work for other clients similar to the Services, and to incorporate Work Product (exclusive of any Client Confidential Information) into its products and work product produced for others.
6. Statement of Work/Task Order. The SOW/Task Order may only be modified or amended by a document identifying itself as an amendment to the SOW and physically signed by an authorized representative of each Party. No right or obligation arising under the SOW will be deemed waived unless the waiver is set forth in writing and signed by the waiving party. Failure or delay of a party to exercise any right or remedy will not constitute a waiver of rights or remedies.