# **ACQUIO® THINK AHEAD EXHIBIT A** Acquia Products & Services Guide www.acquia.com Global Headquarters Acquia Inc. 53 State Street Issued July 19, 2015 Boston, MA 02109 Tel: (888) 922-7842

Disclaimer: Acquia reserves the right, at its discretion, to change the Products and Services Guide and the policies within it, at any time, based on prevailing market practices and the evolution of our products. Changes will not result in a reduction in the level of services provided during the period for which fees for Customer's applicable services have been paid.

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## **OVERVIEW**

The Subscription Services described in this Product and Services Guide are subject to the applicable Order between Customer and Acquia, the Acceptable Use Policy, and the payment of all applicable fees.

# **ACQUIA INSIGHT SUBSCRIPTION**

The Acquia Insight Subscription includes SaaS Tools and the level of Support Services as specified in Customer's Order.

1. SaaS Tools.

Subject to the terms and conditions of the applicable Order, Customer will be provided access to SaaS Tools including site health and monitoring tools, Acquia Search, and Acquia Mollom.

#### 1.1 Site Health and Monitoring Tools.

Acquia provides real-time analysis and proactive alerts for issues with Customer's website Drupal code and configuration. Acquia's site health and monitoring tools enable Customer to identify code issues, simplify processes, and improve overall performance with Customer's website. Acquia Insight regularly analyzes and measures the quality of Customer's website(s) based on three main quality parameters: configuration, performance, and security. Tests ensure Customer's website conform to best practices for security, performance, and general Drupal and web application development. In addition, Customer may develop custom tests that can check for aspects of Customer website(s) to suit their specific business needs.

#### 1.2 Acquia Search.

Acquia Search integrates with Drupal applications to provide Customer with a search engine that produces faceted results and content recommendations. The number of search documents indexed and search queries allotted per year vary with each Acquia Insight Subscription tier. Customer agrees that it will not place excessive burdens on Acquia's CPUs, servers or other resources, including Support Services when using Acquia Search shared instances. Customer understands that bandwidth connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers or usage that exceed the average by similarly situated customers may result in Acquia restricting Customer's use of the Services, and/or Customer being moved to a dedicated server for Acquia Search at Customer's expense.

#### 1.3 Acquia Mollom.

Acquia Mollom is a content quality assurance solution that safeguards Customer's website against unwanted spam. Acquia Mollom helps Customer embrace social content while providing confidence that content is appropriate. Mollom functionality streamlines moderation team workflow, offering Customer content quality assurance. Customer is entitled to receive Acquia Mollom Developer access with its Acquia Insight Subscription Order.

#### Support Services.

Acquia will provide the level of Support Services as specified in Customer's Order. Unless otherwise provided herein or in the Order, Acquia Insight Subscription for Support Services include the following:

#### 2.1 Drupal Application Diagnosis Support.

Drupal application diagnosis support entitles Customer to engage Acquia in the diagnosis of Drupal functionality issues during Customer's development or operation of its website(s). Acquia will work to identify and diagnose the root cause of a reported issue and provide Customer with recommendations for repair to be implemented by Customer. Acquia supports the current version (N) of Drupal and the immediate preceding major version (N-1). Acquia will provide Customer with a minimum of twelve months support of an N-2 version prior to sunsetting. Diagnosis support includes support issues with:

- Drupal core, contributed and custom modules
- Drupal contributed and custom themes
- Website(s) configuration and usage tasks
- Website(s) not operating as expected within its environment

- Drupal modules or themes not interacting as expected
- Git
- Apache Subversion (SVN)
- SAML-Drupal integration only (if included on Customer's Order)

Customer customizations to Drupal core files may limit Acquia's ability to diagnosis issues. Acquia may recommend or require Customer to remove such customizations and replace with alternate solutions using standard Drupal core and contributed modules or other standard, published core patches. Furthermore, diagnosis support may be limited with modified Drupal contributed modules, certain integrations or custom modules. Substitutions may be recommended by Acquia but are implemented at the sole discretion of Customer. Diagnosis support does not include assistance with the installation, configuration, maintenance or troubleshooting of other applications which Customer has installed on its website(s). Acquia reserves the right to temporarily disable any non-supported applications to troubleshoot Drupal issues. Acquia may require Customer to upgrade to a later or more stable release of a Drupal module or component in order for Acquia to continue with the diagnosis of an issue.

#### 2.2 Advisory Support.

Customer may engage in advisory support discussions with Acquia 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 conversation or via email. Website specific research and/or creation of any new deliverable(s) are out of scope for advisory support. Advisory support does not generate any deliverables. Advisory support is limited to one-hour discussions unless otherwise agreed to by the parties.

#### 2.3 Support Allowances.

The Acquia Insight Subscription for Support Services entitles Customer to submit the number of support tickets specified in Section 6 (Acquia Support Services Options) to support the number of Code Bases identified in Customer's Order. Drupal application support tickets can be applied towards any questions related to Drupal modules, custom code/configuration, non-Acquia integrations, third-party services or software and activities, however, Customer should first avail itself to the self-service help feature to avoid using a support ticket.

# 3. Acquia Support Services Process.

Customer may contact Acquia Support Services in accordance with the Support Users Guide.

# 3.1 Urgency Level Definitions.

Customer may submit support ticket requests using the level of urgency based on the criteria set forth below. If Acquia believes in good faith that Customer has submitted a ticket under the wrong urgency category, Acquia will contact Customer and the parties will mutually agree on the level of urgency for such ticket.

URGENCY	DESCRIPTION
Critical	Customer's production system is inoperative; or Customer's production operations or productivity are severely impacted with no available workaround; or is a critical security issue. Critical issues are eligible for 24x7 support for certain Acquia Insight Subscriptions.
High	Customer's production system is operating but the issue is disrupting Customer's business operations; workaround is not suitable for sustained operations.
Medium	Customer's system is operating and the issue's impact on Customer's business operations is moderate to low; a workaround or alternative is available.
Low	Issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.

**3.2 Maximum Initial Response Time.** Initial response times for support requests vary on the urgency level and Customer's Acquia Insight Subscription tier. Most typical or routine requests are identified as "Medium" urgency. Acquia will respond to Customer support ticket requests within the time periods set forth below. Standard hours of operation for Acquia support are further detailed in the Support User's Guide.

SUPPORT OPTIONS	STARTER	BASIC	BUSINESS	PREMIUM	ELITE
Initial Response Time		2 hours durin	ng business hours ng business hours		Critical: 30 min, 24x7 High: 1 hour during business hours Medium: 2 hours during business hours Low: 1 business day

## 3.3 Resolution and Escalation Procedures.

In response to Customer's request for support, Acquia will work diligently to develop a fix or a workaround in the most expedient manner

reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in place. If Customer is not satisfied with the current plan of action for an active issue, Customer may request the matter be escalated to Acquia management directly through Customer's Acquia Support point of contact. Customer may also request to review the matter with an Acquia Support manager.

The following actions take place when Customer escalates an issue:

- 1. The Acquia Support Leadership team is notified of the situation, and when appropriate, the Customer's Account Manager is notified as well.
- A review of Customer's business needs and technical case is conducted and an action plan is formulated with the goal of driving Customer's issue to the most rapid resolution possible.
- 3. Communication of the action plan is discussed with the Customer, including deliverables and, if appropriate, timelines.
- 4. If the communication is not acceptable, the Customer may request to speak with the next level of management:

First Level: Regional Manager

Second Level: Director, Acquia Support

Third Level: Managing Director, Support Services

Fourth Level: VP, Customer Solutions

The Acquia Support Leadership team is copied on all "Critical" tickets that are submitted by Customer. This helps ensure that these situations receive management attention immediately.

#### 3.4 Request Submission and Fulfillment Procedures.

The Customer Primary Technical Contact may submit up to six names of authorized Technical Contacts to Acquia. The Primary Technical Contact may change its Technical Contacts (but not the number) by providing written notice to Acquia. Primary Technical Contacts must be able to provide Acquia with information required to complete issue diagnostics and instruct the implementation of Acquia's recommendations. Only authorized Technical Contacts may place a service request with Acquia. All requests must be submitted via phone or the online ticket system to Acquia. All Technical Contacts must be capable of providing Acquia with information required to complete issue diagnostics and able to implement recommended actions. Phone conversations to discuss or clarify requests for anything beyond simple, straightforward changes are accepted and encouraged. Decisions and requests made by phone will be confirmed by email or website tickets before action is taken to ensure clarity and proper authorization of the request. Acquia will use reasonable efforts to promptly inform Customer if any request requires work beyond the scope of these terms. Completed requests will be confirmed with the Customer by website ticket. Where applicable, Customer will make all relevant website Content and application data available in electronic form and on an agreed-to schedule as required by Acquia to complete requested work in a timely fashion. Customer will inform Acquia of any changes made independently by the Customer to the website(s), or to any component on which the website(s) depends, upon completion of such changes. Customer is responsible for maintaining any infrastructure not hosted by Acquia.

Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the Support Services and shall provide Acquia with access to Customer's personnel. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable Support Services or the payment schedule.

# 4. Remote Site Administration.

Remote site administration ("RA") services are available for Customer website(s) in accordance with the table below. RA services are provided for the website(s) and major Drupal version(s) listed on Customer's Order.

	STARTER	BASIC*	BUSINESS*	PREMIUM	ELITE
Acquia Cloud Enterprise	Add-on	Standard RA included	Standard RA included	Premium RA included	Premium RA included
Acquia Cloud Professional	Add-on	Standard RA included	Standard RA included	Premium RA included	n/a

<sup>\*</sup>Basic and Business customers may upgrade to a Premium RA for an additional fee.

#### 4.1 Standard RA.

Standard RA is limited to a maximum of five RA service hours per month. Standard RA includes security updates for Drupal core and Customer modules.

## 4.2 Premium RA.

Premium RA service includes updates for Drupal core and Customer modules, module installation and configuration, module feature updates, creation and modification of views and content types, application tuning via the user interface, implementation of version control, and recommendations for bug fixes to modules. RA website modification tasks are limited to minor adjustments required for the operation of a website that can be achieved via the Drupal user interface. Any other website modification tasks are the responsibility of the Customer. Customer may engage Acquia at its standard professional services rates to perform such tasks pursuant to a separate SOW. Premium RA is limited to a maximum of ten RA services hours and a maximum of ten Code Bases per month. Additional Code Bases or RA service hours greater than the maximum stated in the Customer's Order will result in a fee adjustment.

#### 4.3 RA Access.

Subject to Customer's compliance with the technical specifications set forth at: <a href="https://docs.acquia.com/ra/remote-server">https://docs.acquia.com/ra/remote-server</a>, Acquia will perform RA services from Acquia's premises using remote electronic access to Customer's systems and accounts. Customer agrees to properly protect its systems and electronic files unrelated to the performance of RA services by using different administrative accounts, different passwords and other security measures as needed to limit the access of Acquia's administrator to just the systems required to perform the RA services. In order for Acquia to perform RA services, Customer shall provide Acquia with (i) administrative level access to all non-production systems and accounts required, and (ii) access to development and/or testing servers to facilitate the testing and deployment of updates. Acquia will assist with the configuration of three QA/development/test servers to support the test and deployment process using a code repository and revision control. Customer is responsible for performing all quality assurance testing and making the decision to move changes to Customer's production environment. Customer understands that its website includes various interoperating technology components, including but not limited to, an operating system, database, web server, Drupal core modules, and customized Drupal extensions and any website administration, updates, patches, changes and improvements to any one of those components may affect the operation of any or all of the components. When such an event occurs, Acquia will utilize the most recent backups of the website to restore the website to a prior version.

#### 5. Third Party Marketplace.

As part of the Acquia Insight Subscription, Acquia will provide Customer access to the Third Party Marketplace solely as an accommodation. Customer may choose to use any, all or none of such Third Party Marketplace at its sole discretion. Use of the Third Party Marketplace does not affect Acquia's ability to provide the Acquia Insight Subscription. Customer's use of the Third Party Marketplace is subject to such provider's terms and conditions and any such terms and conditions associated with such use are solely between Customer and such third party provider. Acquia does not provide any Support Services for the Third Party Marketplace.

#### 6. Acquia Support Services Options.

Support Services are available in Starter, Basic, Business, Premium, and Elite packages as further described below:

SUPPORT SERVICES OPTIONS	STARTER	BASIC	BUSINESS	PREMIUM	ELITE
Acquia Product Support (i.e., Acquia infrastructure, SaaS Tools)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Drupal Application Support Tickets	4	12	36	60	Unlimited
Advisory Hours	1	4	8	12	None
Drupalize.me seats	1	1	5	5	10
Build-a-Module seats	1	1	5	5	10
Acquia Search queries/year	150k	500k	1M	10M	50M
Acquia Search docs indexed/year	25k	75k	150k	250k	500k
Mollom	Developer	Developer	Developer	Developer	Developer
Technical Account Manager	N/A	N/A	N/A	N/A	Included

## ACQUIA READY ONBOARDING SERVICES

Acquia will provide the Acquia Ready Services described below only if purchased by Customer, as indicated in the Order.

#### 1. Acquia Ready Basic.

As part of the Acquia Ready Onboarding process, Acquia will set up and review the Acquia Insight Subscription with Customer. Acquia will guide Customer through the support procedures and provide Customer with an introduction to the Acquia Insight Subscription. Customers that purchased Acquia Insight, Acquia Cloud Professional, Acquia Cloud Enterprise, or Acquia Cloud Site Factory offering will receive access to self-service Acquia Ready videos.

## 2. Acquia Ready Concierge.

Acquia Ready Concierge applies to initial launches of up to three websites on Acquia Cloud — either as three separate Code Bases or one Code Base with up to three websites in a multisite configuration.\_\_Acquia Ready Concierge is available to Acquia Cloud Enterprise customers and includes access to a Customer Success Manager and a Customer Success Engineer who will:

- Assess Customer's environment
- · Seek to understand Customer's development lifecycle stage, timeline requirements, and testing and validation plans
- Share best practices
- · Coordinate initial load testing and monitoring; and
- Review the pre-launch checklist with Customer

Acquia Ready Onboarding Services are performed remotely. Acquia will require an administrative login to Customer's website. Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the services and provide Acquia with access to Customer's personnel. Customer should anticipate a minimum of three weeks for the completion of the Acquia Ready Onboarding process. Customers who request expedited service will be subject to an additional fee. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable services or the payment schedule.

	Acquia Insight	Acquia Cloud Professional	Acquia Cloud Enterprise	Acquia Cloud Site Factory
Acquia Ready Basic				
Welcome Package An introduction to Customer's Acquia Insight Subscription.	,			,
Insight Tools A guided tour of Acquia Content Services.				
Acquia Ready Concierge				
Success Manager A single point of contact through Customer's onboarding process.				
Onboarding Engineer  A technical engineer will be made available to advise and provide Customer with Acquia Cloud platform best practices.	Not Available	Optional	•	Not Available
Platform-Level Load Test Monitoring* An in-depth platform performance report on load testing results.				

<sup>\*</sup> Not available for Acquia Cloud Professional

#### 3. Acquia Ready Custom VCL Scope.

The Acquia Ready team has pre-written templates that address common custom VCL use cases. The current list of VCL templates currently available are set forth below:

- 1. Hash on device string: This is an edge case mobile strategy. Customers do this when they do not want redirects to a mobile and/ or tablet specific subdomain and Customer does not have a responsive theme. Acquia strongly discourages this strategy in favor of mobile redirects or responsive themes, for the following reasons:
  - Determining which content to serve (i.e., mobile content vs desktop content) is a task that properly belongs to the application and not to a caching mechanism.
  - Increases complexity, complicating troubleshooting and increasing the burden on support.
  - Increased cost of ownership, due to the above.
- 2. Hash on cookie value: This is an edge case strategy whereby Customer wants to serve different content on a single URL to anonymous traffic, based on a cookie value. Acquia strongly discourages cookie dependent architectures for reasons similar to those enumerated above.
- 3. IP white listing: Customer may request IP white listing when they want to ensure that their website can be accessed only from certain IP addresses. Some customers insist on having it in the VCL due to perceived performance consequences related to doing the white listing in .htaccess. Acquia's recommended strategy is to implement white listing within .htaccess or similar.
- 4. Google FCF (First Click Free) support: If Customer participates in Google's First Click Free program then Customer will need custom VCL support.

Some of the use cases described above may require customer specific modifications. The Acquia Ready team will handle these modifications up to one hour of services. VCL customizations not described above and VCL services for self-hosted customers are out-of-scope. Customer may engage Acquia at its standard professional services rates to perform additional services.

# **ACQUIA PLATFORM MIGRATION SERVICES**

- 1. If included in Customer's Order, Acquia will migrate Customer's existing Code Base to the Acquia Cloud platform. Prior to Acquia performing Migration Services, Customer shall ensure that its website is running on a version of PHP supported by Acquia as defined in the Support Users Guide. Customer shall provide Acquia with an administrative login to the Code Base to be migrated and have a technical point of contact that is familiar with Drupal. Migrations Services include:
  - Initial, intermediate and final migration of a single Code Base, database, and associated file assets. Acquia will provide up to three syncs of the website during the migration.
  - Configuration changes to settings.php to connect to Acquia Cloud.
  - A basic review of Customer's existing Drupal site configuration, module selection, and code for potential availability risks.
  - Migration regressions root cause analysis and recommendations.
  - Installation of the Acquia connector and Acquia Search.
  - Core and contributed module major version security upgrades.

Acquia Platform Migration Services are performed remotely by Acquia and Acquia will require an administrative login to Customer's website. Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the services and shall provide Acquia with access to Customer's personnel. Once migrated, Acquia will conduct a light infrastructure site audit to determine whether any issues with the website may cause the launch to be unsuccessful. Following such audit, Acquia will disclose any launch blockers to Customer. Customer may either fix the launch blockers itself or engage Acquia at its standard professional services rates to fix the blockers. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable services or the payment schedule. Customer may purchase a full infrastructure site audit for an additional fee and subject to a separate Order.

In the event Acquia determines that additional storage or servers are insufficient to properly migrate Customer's website, Acquia will inform Customer and Acquia will provision the additional necessary storage or capacity at Customer's expense.

Migrations are available as noted below in small, medium, and large options, depending on the size and complexity of Customer's project. Customers should anticipate at least four weeks to complete platform migration.

Options	Small/Train the Team <sup>1</sup>	Medium	Large
Drupal Code Bases / Multi-Sites	1 – 2	2 – 4	3 - 5+
Drupal Core Version	Within 5 releases of current	Within 10 releases of current	> 10 Releases behind current
Custom Code	Clearly documented / described by Customer	Not fully documented / described by Customer	
Contributed Modules by Drupal Community	Up 10 100	Up to 150	> 150
Media Assets (e.g. videos, songs, etc.)	< 10 GB / 2 locations	< 20 GB / 3 Locations	> 10 GB / 3 locations
Database Storage	< 2 GB	< 10GB	>10GB
Host	LAMP	LAMP or non-LAMP	
Special PaaS Requirements (e.g. VPN, IP white listing, etc.)	None	Yes	
Shared Database	No	Yes	Yes
Non-Drupal Apps (e.g., WordPress, PhP)	No	Yes	Yes with DB requirements

Train the Team requires remote access.

#### 2. Migration Train Your Team.

If included in Customer's Order, Acquia will spend up to six hours training Customer in the basic use of Acquia's migration tools and processes, including git and drush, to enable Customer to move its website(s) to the Acquia platform. An Acquia engineer will work with Customer to identify the best migration process for Customer requirements, including elements of the process that can be automated for repeatability and consistency across the full range of website(s) Customer intends to migrate.

## PLATFORM AS A SERVICE

Acquia will provide the PaaS services described below only if purchased by Customer, as indicated in the Order.

#### 1. Acquia Cloud Professional.

Acquia Cloud is a self-service, Drupal-tuned cloud platform that will provide Customer with a pre-configured environment for delivering Drupal-powered content and services. Acquia will maintain Customer's website(s) on the Platform during the Subscription Term as more fully described at <a href="http://www.acquia.com/sites/default/files/collateral/cloud-product-sheet.pdf">http://www.acquia.com/sites/default/files/collateral/cloud-product-sheet.pdf</a>. Customer is entitled to up to six Users. Acquia will conduct daily backups of the website(s) on the Platform. Load balancer machines provided in the Platform are shared between multiple customers. Customer agrees it will not perform any load tests or load-inducing vulnerability tests on Customer's live website(s).

## 2. Acquia Cloud Enterprise.

Acquia Cloud Enterprise is a managed service for Customer's Drupal website(s). Acquia Cloud Enterprise includes all the features of Acquia Cloud, is subject to the Service Level Policy, and includes the additional features set forth below.

#### 2.1 Platform Services.

Acquia will maintain Customer's website(s) on the Platform during the Subscription Term in the Region as indicated in the Order. Customer may submit an unlimited number of support requests related to the Platform. Such tickets will not be counted towards the Support Services ticket allotment unless such issue was caused by an error in Customer's website(s). Acquia will conduct daily backups of the website(s). Customer may also process on-demand backups and restores.

Acquia will work with Customer to migrate the website(s) onto the Platform. Once migrated, Acquia will conduct a light infrastructure audit of the website to determine whether any issues with the website may cause the launch to be unsuccessful. Following such audit, Acquia will disclose any launch blockers to Customer. Customer may elect to fix the launch blockers or engage Acquia at its standard consulting services rates to fix the blockers. If Customer elects not to correct the launch blockers identified by Acquia, any unavailability due to such launch blockers will not be counted when determining unavailability of the website pursuant to the Service Level Policy. Customer may purchase a full infrastructure site audit for an additional fee and subject to a separate Order.

#### 2.2 Web Server Administration Tasks.

Acquia Cloud Enterprise includes the following web server administration tasks:

- Review system logs to diagnosis issues or upon request
- Adjustments to Apache, MySQL, and PHP configuration including:
  - Changes for service diagnostics, deployment of new sites/Code Bases
  - apache.conf changes (i.e. modify conf change Code Base locations, and add new sites)
  - php.ini changes (i.e. adjust memory limit or enable error logging)
  - my.cnf changes (i.e. enable slow query logs, modify slow query time)
  - Updates or upgrades to Apache, PHP, databases or the operating system
- LAMP stack changes pertaining to performance tuning
- Installing or upgrading server applications

# 2.3 Backup and Disaster Recovery for Acquia Cloud Enterprise.

# 2.3.1 Data Centers.

The Acquia Cloud Enterprise Platform is physically remote from Acquia's office facilities. A disaster affecting one or more of Acquia's offices would not impact the availability of Customer website(s) or Customer Data. The Acquia Cloud Enterprise environment consists of major Regions and Availability Zones. Availability Zones are separate yet interconnected data centers within major Regions in Acquia's global infrastructure. Acquia Cloud Enterprise utilizes a highly available redundant architecture that distributes replicated redundant server types (load balancing, caching, web and database servers) across multiple Availability Zones within the same Region. Acquia will use commercially reasonable efforts to restore the services in an alternate Availability Zone within the same Region (or alternate Region if Multi-Region Failover service has been purchased) in the event service in Customer's assigned Availability Zone (or Region) is severely impacted.

#### 2.3.2 Backups.

Acquia will maintain a comprehensive backup solution which includes website code, static assets/files, and databases. Acquia will automatically export MYSQL database one time per day and retain these backups for three days. Customer may also make ondemand backups of any database at any time on the workflow tab of the Acquia Cloud UI, or via SSH/SCP. During the Subscription Term, Acquia will retain these on-demand backups for Customer until Customer chooses to delete them. Backups will count against the storage space purchased in Customer's Order. Customer may download these database backups as well as restore a previous backup on the backups tab of the Acquia Cloud UI. At the Drupal code layer, Customer developed code may be managed and

deployed by Customer via Acquia's Subversion (SVN or Git) code repository service. This service allows Customer to roll back and redeploy the Drupal code, effectively backing up the Drupal layer so that the website code may be re-deployed to a new web server instance as needed. In addition, Acquia conducts daily backups of website(s) files and maintains a complete and current copy of each website, which will be used in the event Acquia must restore the website due to failure of fault of the Service. Backups are performed daily over the previous week, weekly over the previous month, and monthly thereafter.

#### 2.3.3 Disaster Recovery.

The Acquia Cloud Enterprise Platform will make hourly internal disaster recovery snapshots of Customer Data. Acquia will retain these snapshots on a diminishing schedule for three months. These backups will be used to restore Customer website(s) at another location within the same Region in the event of a total data center loss or a loss of multiple disk systems. Acquia will not provide Customer access to these snapshots and will not use these snapshots to restore websites due to data-loss or deletion by Customer.

#### 2.4 Server Capacity.

## 2.4.1 Emergency Capacity.

In the event Acquia becomes aware that Customer's instances become, or may become overloaded due to greater than normal usage, Acquia will notify Customer and will take reasonable actions to increase the server capacity in an effort to maintain website performance. Customer agrees that Acquia, in its reasonable discretion, can unilaterally add capacity up to three times the procured capacity, at Acquia's then current daily rates. Such additional capacity will remain provisioned for a minimum of five calendar days. In the event Acquia determines that such additional capacity is necessary to maintain website performance for the remainder of the Term, Acquia will contact Customer to obtain approval to increase their server capacity. If, despite reasonable notification from Acquia that failure to upgrade the server is adversely impacting availability and Customer fails to upgrade, Acquia may downsize the server capacity to the original contracted amount. Acquia reserves the right to not provision additional server capacity if Customer has any outstanding amounts due or if it determines that additional capacity is unlikely to significantly improve performance, including, without limitation, when the overload is caused by an error in Customer's software (e.g., PHP code), Customer Drupal Instance or during a denial-of-service attack. Acquia reserves the right to bill Customer for traffic associated with a denial-of-service attack.

#### 2.4.2 Additional Capacity.

Customer may request Acquia to increase their server capacity upon prior written request. Acquia will also make reasonable efforts to contact Customer when it is determined a server upgrade is needed. Any additional servers provisioned will be billed at the then current daily rates for a minimum of five calendar days. If Customer requests additional capacity to the Platform for two (2) consecutive months, such capacity will remain at such level for the remainder of the Subscription Term.

## 2.4.3 Shared Environments.

If Customer is on shared development or staging environments, Customer acknowledges that such environments are only for low impact testing and development activities. Should Customer's use of the shared development or staging environment adversely impact server performance, Customer will be required to move to a dedicated environment and will need to pay the associated server fees. Furthermore, Customer will not perform any load tests or vulnerability tests on live website(s) unless it has purchased dedicated servers and will provide Acquia at least five business days advance notice of any such testing.

## 2.4.4 Server Capacity.

If Customer regularly consumes (e.g., more than two times in any week) more than 20% of the shared server capacity (CPU, memory, disk, PHP processes) assigned to Customer based on the information provided to Acquia on the Platform Questionnaire, Customer understands that Acquia may provision additional capacity for Customer and/or move Customer to a dedicated server instance at Customer's expense.

#### 2.5 Acquia Cloud Shield.

Acquia will provide to Customer a dedicated, logically isolated section of Acquia Cloud Enterprise with a customizable network configuration. Customer instances within this isolated Virtual Private Cloud ("VPC") will not be shared with any other customers and can only be accessed by other instances within the same isolated VPC.

Customer can choose to add a Virtual Private Network ("VPN") hosted on Acquia Cloud Enterprise to facilitate a high availability, bidirectional IPSec LAN-to-LAN VPN connection between Acquia Cloud Enterprise and Customer's private network. The VPN connection will provide Customer with a secure bi-directional interaction between its website and their internal IT systems (e.g. CRM). The Acquia VPN set-up fee includes configuration of the connection between Acquia Cloud Enterprise and one Customer-defined gateway device point. Customer must purchase a subscription to Acquia Cloud Enterprise to enable the VPN.

In the event Customer changes endpoints during the Subscription Term, Customer will incur additional set-up fees, which will be billed to Customer at \$250 per hour. In order for Acquia to enable the VPN connection, Customer must meet the technical requirements set forth at: <a href="http://aws.amazon.com/vpc/faqs/#C9">http://aws.amazon.com/vpc/faqs/#C9</a>.

# **ACQUIA CLOUD SITE FACTORY**

Acquia will provide the Acquia Cloud Site Factory services described below only if purchased by Customer, as indicated in the Order.

#### 1. Support Services.

The level of Support Services for Acquia Cloud Site Factory shall be determined in accordance with the Support Service option purchased by Customer, as indicated in the Order. Unless otherwise provided herein, Site Factory subscriptions include the following services:

#### 1.1 Diagnosis Support.

Diagnosis support entitles Customer to engage Acquia in the diagnosis of the Site Factory Platform and Drupal functionality issues during the development or operation of Customer's website(s). Acquia will identify and diagnose the root cause of a reported issue and provide Customer with recommendations for repair to be implemented by Customer. Diagnosis support includes support issues with:

- Site Factory Platform administration features and configuration
- Website(s) configuration and theming through Site Factory Platform Drupal Instance
- Website(s) not operating as expected within its environment
- Site Factory Drupal Modules
- Site Factory Drupal Modules or themes not interacting as expected
- Site Factory Platform version control

Customer customizations to Drupal core files may limit Acquia's ability to diagnosis issues. Acquia may recommend or require Customer to remove such customizations and replace with alternate solutions using standard Drupal core and contributed modules or other standard, published core patches. Furthermore, diagnosis support may be limited with modified Drupal contributed modules, certain integrations or custom modules. Substitutions may be recommended by Acquia but are made at the sole discretion of Customer. Diagnosis support does not include assistance with the installation, configuration, maintenance or troubleshooting of other applications which Customer has installed on its website(s). Acquia reserves the right to disable any non-supported applications to troubleshoot Drupal issues. Acquia may require Customer to upgrade to a later or more stable release of a Drupal module or component in order for Acquia to continue with the diagnosis of an issue.

#### 1.2 Advisory Support.

Customer may engage in advisory support discussions with Acquia 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 conversation or via email. Website specific research and/or creation of any new deliverable(s) are out of scope for advisory support. Advisory support does not generate any deliverables. Advisory support is limited to one-hour discussions unless otherwise agreed by both parties.

#### 1.3 Support Allowances.

Acquia will provide the level of Support Services as specified in Customer's Order. Customer is entitled to the number of support tickets as set forth in Customer's Order. Drupal application support tickets will include any questions related to Drupal modules, custom code/configuration, non-Acquia integrations, third-party services or software and activities that the Customer could otherwise complete using a self-service feature.

Support Services entitle Customer to submit the number of support tickets specified in Section 1.11 (Subscription Services Options). Customer shall submit support requests per the procedures set forth in the Support Users Guide.

#### 1.4. Site Factory Platform Support.

In addition to diagnosis and advisory support, Site Factory Support Subscriptions include the following Site Factory Platform support services:

- Feature and maintenance updates, fixes, security alerts and critical updates to the Site Factory Platform
- How-to and technical assistance on use of the Site Factory Platform, including:
  - o Customer access to the Site Factory Platform
  - o Customer management of sites and users through Site Factory Platform Dashboard
  - Customer configuration, customization through Customer-side code and theming of website(s) through the Site Factory Platform Drupal Instance
  - o Customer version control of Site Factory Drupal Modules and Site Factory Customer Drupal Instance through Git
  - o Customer deployment of Site Factory Customer Drupal Instance to staging and production environments

#### 1.5. Acquia Support Services Process.

Customer may contact Support Services in accordance with the Support Users Guide.

## 1.6 Urgency Level Definitions.

Customer may submit support ticket requests using the level of urgency based on the criteria set forth below.

URGENCY	DESCRIPTION
Critical	Customer's production system is inoperative; or Customer's business operations or productivity are severely impacted with no available workaround; or is critical security issue. Critical issues are eligible for 24x7 support for certain Acquia subscriptions.
High	Customer's production system is operating but issue is disrupting of Customer's business operations; workaround not suitable for sustained operations.
Medium	Customer's system is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.
Low	Issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.

If Acquia believes in good faith that Customer has submitted a ticket under the wrong urgency category, Acquia will contact Customer and the parties will mutually agree on the level of urgency for such ticket.

#### 1.7 Maximum Initial Response Time.

Initial response time for support requests vary on the urgency level and Customer's Subscription Services tier. Most typical or routine requests are identified as "Medium" urgency. Acquia will respond to Customer support ticket requests within the time periods set forth below.

SUPPORT OPTIONS	ENTERPRISE	ELITE
Initial Response Time	Critical: 1 hour, 24x7 High: 2 hours during business hours Medium: 4 hours during business hours Low: 1 business day	Critical: 30 min, 24x7 High: 1 hour during business hours Medium: 2 hours during business hours Low: 1 business day

# 1.8 Resolution and Escalation Procedures.

In response to Customer's request for support, Acquia will work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in place. If Customer is not satisfied with the current plan of action for an active issue, Customer may request the matter be escalated to Acquia management directly through Customer's Acquia Support point of contact. Customer may also request to review the matter with an Acquia Support manager.

The following actions take place when Customer escalates an issue:

- The Acquia Support Leadership team is notified of the situation, and when appropriate, the Customer's Account Manager is notified as well.
- 2. A review of Customer's business needs and technical case is conducted and an action plan is formulated with the goal of driving your issue to the most rapid resolution possible.
- 3. Communication of the action plan is discussed with the Customer, including deliverables and, if appropriate, timelines.
- 4. If the communication is not acceptable the Customer may request to speak with the next level of management:

First Level: Regional Manager

Second Level: Director, Acquia Support

Third Level: Managing Director, Support Services

Fourth Level: VP Customer Solutions

The Acquia Support Leadership team is copied on all "Critical" tickets that are submitted by Customer. This helps ensure that these situations receive management attention immediately.

#### 1.9 Request Submission and Fulfillment Procedures.

The Customer Primary Technical Contact may submit up to six names of authorized Technical Contacts to Acquia. The Primary Technical Contact may change its Technical Contacts (but not the number) by providing written notice to Acquia. Primary Technical Contacts must be able to provide Acquia with information required to complete issue diagnostics and instruct the implementation of Acquia's recommendations. Only authorized Technical Contacts may place a services request with Acquia. All requests will be submitted via phone or the online tickets system to Acquia. All Technical Contacts must be capable of providing Acquia with information required to complete issue diagnostics and able to implement recommended actions. Phone conversations to discuss or clarify requests for anything beyond simple, straightforward changes are accepted and encouraged. Decisions and requests made by phone will be confirmed by email or website tickets before action is taken to ensure clarity and proper authorization of the request. Acquia will use reasonable efforts to promptly inform Customer if any Customer request requires work beyond the scope of these terms. Completed requests will be confirmed with the Customer by website ticket. Where applicable, Customer will make all relevant website content and application data available in electronic form and on an agreed-to schedule as required by Acquia to complete requested work in a timely fashion. Customer will inform Acquia of any changes made independently by the Customer to the website(s), or to any component on which the website(s) depends, upon completion of such changes. Customer retains responsibility for any infrastructure not hosted by Acquia.

Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the Services and shall provide Acquia with access to Customer's personnel. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable Services or the payment schedule.

#### 1.10 Standard Remote Administration.

Acquia Cloud Site Factory includes standard remote site administration ("Standard RA") services and are provided for the website(s) and major Drupal version(s) listed on Customer's Order. Standard RA is limited to a maximum of five Standard RA service hours per month and includes security updates for Drupal core and Customer modules.

#### Standard RA Access.

Subject to Customer's compliance with the technical specifications set forth at: <a href="https://docs.acquia.com/ra/remote-server">https://docs.acquia.com/ra/remote-server</a>, Acquia will perform Standard RA services from Acquia's premises using remote electronic access to Customer's systems and accounts. Customer agrees to properly protect its systems and electronic files unrelated to the performance of RA services by using different administrative accounts, different passwords and other security measures as needed to limit the access of Acquia's administrator to just the systems required to perform the Standard RA services. In order for Acquia to perform Standard RA services, Customer shall provide Acquia with (i) administrative level access to all non-production systems and accounts required, and (ii) access to development and/or testing servers to facilitate the testing and deployment of updates. Acquia will assist with the configuration of three QA/development/test servers to support the test and deployment process using a code repository and revision control. Customer is responsible for performing all quality assurance testing and making the decision to move changes to Customer's production environment. Customer understands that its website includes various interoperating technology components, including but not limited to, an operating system, database, web server, Drupal core modules, and customized Drupal extensions and any website administration, updates, patches, changes and improvements to any one of those components may affect the operation of any or all of the components. When such an event occurs, Acquia will utilize the most recent backups of the website to restore the website to a prior version.

## 1.11 Acquia Cloud Site Factory Subscription Options.

Enterprise and Elite packages for Acquia Cloud Site Factory are further described below:

SUPPORT OPTIONS	ENTERPRISE	ELITE
Acquia Site Factory Platform Support	Unlimited	Unlimited
Acquia Site Factory Drupal Instance or Drupal Application Support Tickets	36 for Small, 60 for Medium and 60 for Large	Unlimited
Advisory Hours	12	Unlimited
Mollom	Developer	Developer
Technical Account Manager	N/A	Included
Standard Remote Administration	Included	Included

## 2. Acquia Cloud Site Factory Platform.

#### 2.1 Platform Services.

Acquia will maintain Customer's website(s) on the Site Factory Platform during the Subscription Term. Acquia will use commercially reasonable efforts to prevent unauthorized access to the servers hosting Customer's website(s) and will promptly notify Customer of any known security breaches. Customer may submit an unlimited number of support requests related to Site Factory Platform and such tickets will not be counted towards Customer's support ticket allotment as long as the root cause of such an issue shows that the issue is due to Site Factory platform and not Customer's website(s).

#### 2.2 Data Centers.

The Site Factory Platform utilizes an infrastructure that is physically remote from Acquia's office facilities. A disaster affecting one or more of Acquia's offices would not impact the availability of Customer websites or the security of Customer data. The Site Factory environment consists of major Regions and Availability Zones. Availability Zones are separate yet interconnected data centers within major Regions in Acquia's global infrastructure. The Site Factory Platform utilizes a highly available redundant architecture that distributes replicated redundant server types (load balancing, caching, web and database servers) across multiple Availability Zones within the same Region. Acquia will use commercially reasonable efforts to restore the services in an alternate Availability Zone within the same Region in the event service in Customer's assigned Availability Zone (or Region) is severely impacted.

#### 2.3 Backups.

Acquia will maintain a comprehensive backup solution which includes, without limitation, website code, static assets/files, and databases. Acquia will automatically export MYSQL database one time per day and retain these backups for three days. At the Drupal code layer, Customer developed code may be managed and deployed by Customer via Acquia's Git code repository service for Site Factory PaaS subscriptions. This service allows for roll back and re-deployment of Drupal code, effectively backing up the Drupal layer so that the site code may be re-deployed to a new web server instance as needed. In addition, Acquia conducts daily backups of website(s) files and maintains a complete and current copy of each website that will be used in the event the website must be restored by Acquia due to failure of fault of the Service. These backups are performed as follows: daily over the previous week, weekly over the previous month, and monthly thereafter.

#### 2.4 Disaster Recovery.

The Site Factory Platform will make hourly internal disaster recovery snapshots of Customer data. Acquia will retain these snapshots on a diminishing schedule for three months. These backups will be used to restore Customer website(s) at another location within the same Region in the event of a total data center loss or a loss of multiple disk systems. Acquia will not provide Customer access to these backups and will not use these snapshots to restore website(s) due to data-loss or deletion by Customer.

# 2.5 Emergency Capacity.

In the event Acquia becomes aware that Customer's Site Factory Platform becomes, or may become, overloaded due to greater than normal usage, Acquia will notify Customer and will take reasonable actions to increase the server capacity in an effort to maintain website performance. Customer agrees that Acquia, in its reasonable discretion, can unilaterally add capacity up to three times the contracted capacity and such additional capacity will remain provisioned for a minimum of five calendar days. Such additional capacity will be billed based on Acquia's then current pricing per 1,000 page views per month set forth in Customer's Order. Acquia will also make reasonable efforts to contact Customer when it is determined a server upgrade is needed. Acquia reserves the right to not provision additional server capacity if Customer has any outstanding amounts due or if it determines that additional capacity is unlikely to significantly improve performance, including, without limitation, when the overload is caused by an error in Customer's software (e.g., PHP code), Customer's configuration of the Site Factory Platform, Site Factory Platform Drupal Instance, Customer Drupal Instance or during a denial-of-service attack. Acquia reserves the right to bill Customer for traffic associated with a denial-of-service attack.

#### 2.6 Page View Tracking.

Customer agrees to allow Acquia to place a Google Analytics tracking code (or a mutually agreed upon equivalent) on each page of website(s) to track page views per month across all website(s) for Site Factory Platform management and billing purposes.

# 2.7 Shared Environments.

If Customer is on shared development or staging environments, Customer acknowledges that such environments are only for low impact testing and development activities. Should Customer's use of the shared development or staging environment adversely impact server performance, Customer will be required to move to a dedicated environment and will need to pay the associated server fees. Furthermore, Customer will not perform any load tests or vulnerability tests on live website(s) unless it has purchased dedicated servers and will provide Acquia at least five (5) business days advance notice of any such testing.

# 2.8 Server Capacity.

If Customer regularly consumes (e.g., more than two times in any week) more than 20% of the shared server capacity (CPU, memory, disk, PHP processes) assigned to Customer based on the information provided to Acquia on the Platform Questionnaire included as part of

Customer's Order, Customer understands that Acquia may provision additional capacity for Customer and/or move Customer to a dedicated instance at Customer's expense.

#### 2.9 Excessive Burdens.

Customer represents that it will not place excessive burdens on the Site Factory Platform's CPUs, servers or other resources, including customer support services. Customer understands that bandwidth connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in Acquia's need to place restrictions on Customer's use of the Site Factory Platform services. Customer further agrees that Acquia may place restrictions on Customer's use of the Services, including Support Services, to the extent they exceed the use of these resources for similarly situated customers.

#### 3. Site Factory Subscriptions.

Acquia will provide a website building and management system that is accessed through a browser-based user interface. Site Factory subscriptions allow Customer to (a) perform administrative actions such as create, duplicate, export, and delete website(s) through the Site Factory Platform Dashboard, (b) configure, customize through Customer code, theme, and publish website(s) within a production environment through the Site Factory Platform Drupal Instance, and (c) customize the Site Factory Platform Drupal Instance through the addition of Site Factory Drupal Modules. Customization of Site Factory Platform Drupal Instance requires Customer to merge the Site Factory Drupal Modules' code with the Site Factory Platform Drupal Instance code, resulting in a Site Factory Customer Drupal Instance. Customer is responsible for maintaining and testing the Site Factory Customer Drupal Instance in the Site Factory Platform staging environment, and deploying Site Factory Customer Drupal instance to website(s) through the Platform. Acquia will Update Site Factory. Customer will Update and test Site Factory Drupal Modules, Site Factory Customer Drupal Instance, and deploy subsequent versions of the Site Factory Customer Drupal Instance to website(s).

# ACQUIA CLOUD EDGE POWERED BY CLOUDFLARE

Acquia will provide Acquia Cloud Edge Protect and/or Acquia Cloud Edge CDN services only if purchased by Customer, as indicated in the Order. A prerequisite for use of any Acquia Cloud Edge Powered by CloudFlare service is one or more production Domains using Acquia Cloud Enterprise or Acquia Cloud Site Factory. Please note, Acquia reserves the right to remove any other Domain from Acquia Cloud Edge Protect and Acquia Cloud Edge CDN.

For purposes of this section, "**Domain**" means a Customer production domain configured for use with the Cloud Edge service that maps to IP addresses or CNAME records provided by Acquia. Acquia treats each of the following as a separate Domain:

- example1.com
- example2.com
- example3.com

Note: all subdomains are included, so the subdomains below would all be one Domain for Acquia's subscription tiers:

- example1.com
- www.example1.com
- blog.example1.com
- store.example1.com

#### 1. Acquia Cloud Edge Protect.

Acquia Cloud Edge Protect is a service that provides a web application firewall ("WAF") and distributed denial-of-service ("DDOS") protection designed to help mitigate the effects of online threats and optimize legitimate visitor requests for protected websites. In the event Acquia Cloud Edge Protect does not automatically mitigate a DDOS attack against a Customer website, Acquia may create a custom WAF rule for the Customer to dilute the attack so the website remains as accessible to as many legitimate visitors as possible.

Acquia will provide the Acquia Cloud Edge Protect service for up to the number of Domains specified in the applicable Order.

Customers may configure up to one development and one staging domain for each Domain.

In the event Customer exceeds the number of permitted Domains, Acquia will notify Customer (including by email) of such excess and, within ten days of such notice, Customer will either (i) provide Acquia with an Order for the applicable number of additional Domains required and pay all applicable fees in accordance herewith or (ii) remove the Domains necessary to comply with its then-current subscription. Acquia reserves the right to remove Domains in the event that Customer does not comply with the foregoing.

## 2. Acquia Cloud Edge CDN.

The Acquia Cloud Edge CDN service provides a global content delivery network ("CDN") and web content optimization ("WCO") service designed to accelerate the delivery of Customer website content to the visitor and decrease website load times.

Customers may configure up to one development and one staging domain for each Domain.

Acquia Cloud Edge CDN is customized for each Customer based on Customer-specific factors including: number of Domains accelerated; monthly traffic throughput (TB/mo) for all Domains; number of Domains that require SSL protection; and the geographic distribution of global traffic from which visitors will access the Domains. Acquia reserves the right to change pricing to Customer, including in any renewal, to the extent Customer's usage in any of such factors increases beyond the subscription purchased.

#### 3. Acquia Cloud Edge Service Level Agreement.

The following Cloud Edge Service Level Agreement ("Edge SLA") sets forth Acquia's commitment to provide a level of service to each Acquia Cloud Edge Customer. Acquia will use commercially reasonable efforts to make Edge Services available 100% during any calendar month during the applicable Subscription Term. In the event Acquia does not meet the Edge Service Level, Customer will be eligible to receive an Edge Service Credit as described below.

#### 4. Edge SLA Definitions.

Capitalized terms used in this Edge SLA and not otherwise defined have the meanings ascribed to them in the Subscription and Services Agreement.

"Affected Customer Ratio" is calculated as follows:

Affected Customer Ratio = (Unique Visitors as measured by IP address affected by Unscheduled Service Outage)

Total unique visitors as measured by IP address

"Claim" means a claim submitted by Customer to Acquia pursuant to this Edge SLA that an Edge Service Level has not been met and that an Edge Service Credit may be due to Customer.

"Customer" refers to the organization that has signed a Subscription Services Agreement under which it has purchased Edge Services from Acquia.

"Customer Support" means the services by which Acquia may provide assistance to Customer to resolve issues with the Edge Services.

"Edge Service" means Acquia Cloud Edge Protect and/or Acquia Cloud Edge CDN services, as further described in an Order Form.

"Edge Service Credit" is the percentage of the monthly service fees for the Edge Service that is credited to Acquia for a validated Claim.

"Edge Service Level" means standards Acquia chooses to adhere to and by which it measures the level of service it provides as specifically set forth below.

"Force Majeure" refers to any downtime minutes that are the result of events or conditions beyond Acquia's reasonable control. Such events might include but are not limited to any acts of common enemy, the elements, earthquakes, floods, fires, epidemics, and inability to secure products or services from other persons or entities.

"Incident" means any set of circumstances resulting in a failure to meet the Edge Service Level.

"Outage Period" is equal to the number of downtime minutes resulting from an Unscheduled Service Outage.

"Planned Downtime" is downtime specified by the Customer or Acquia that is to be excluded from any calculation of an Outage Period. This would apply to any time when the Customer has requested Edge Service access suspended from their environment. This also covers outages caused by Acquia's scheduled maintenance (typically 11pm to 7am at the datacenter location identified on Customer's Order), provided Acquia notifies Customer 48 hours prior to the commencement of the maintenance work (there will be no more than two hours of scheduled maintenance downtime per calendar year).

"Scheduled Availability" is the total number of minutes in the month minus any Planned Downtime, and downtime caused by Force Majeure.

"Unscheduled Service Outage" are those interruptions to the Edge Service that have not been previously communicated to the Customer and that result in the Customer's application being unavailable to its customers or users. Unscheduled Service Outages exclude downtime minutes resulting from Planned Downtime or downtime cause by Force Majeure.

## 5. Edge Service Credit Claims.

Acquia provides this Edge SLA subject to the following terms.

In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Acquia Support Services of the Incident via Acquia's support procedures as described in the Support Users Guide within three business days following the Incident.

To submit a Claim, Customer must contact Acquia Support Services and provide notice of its intention to submit a Claim. Customer must provide to Acquia all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Incident.

In order for Acquia to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident that is the subject of the Claim occurs.

Acquia will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the Edge SLA and Edge Service Levels apply to the Claim.

## 6. Edge SLA Exclusions.

This Edge SLA and any applicable Edge Service Levels do not apply to any performance or availability issues:

- (a) Due to factors outside Acquia reasonable control;
- (b) That resulted from Customer's or third party hardware or software;
- (c) That resulted from actions or inactions of Customer or third parties;
- (d) Caused by Customer's use of the Edge Service after Acquia advised Customer to modify its use of the Edge Service, if Customer did not modify its use as advised;
- (e) During beta and trial Services (as determined by Acquia); or

(f) Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Acquia's Service by means of Customer's Authorized Users' accounts or equipment.

#### 7. Edge Service Credits.

The amount and method of calculation of Edge Service Credits is described below in Section 6. Edge Service Credits are Customer's sole and exclusive remedy for any violation of this Edge SLA. The total amount of Edge Service Credits awarded in any yearly billing period shall not, under any circumstance, exceed six (6) months of a Customer's cumulative total monthly service fees. Edge Service Credits for this Edge SLA will only be calculated against monthly recurring fees associated with the Edge Service.

#### 8. Edge Service Credit Calculation.

For any and each Outage Period during a monthly billing period Acquia will provide as an Edge Service Credit an amount calculated as follows:

Edge Service Credit = (Outage Period minutes) \* (Affected Customer Ratio)

Scheduled Availability minutes

#### 9. Methodology.

Acquia is not responsible for comprehensive monitoring of Customer Content; this responsibility lies with Customer. Acquia will review data on a Customer's reported Outage Periods as determined by any commercially reasonable independent measurement system used by the Customer. Acquia will use all information reasonably available to it in order to calculate the Affected Customer Ratio during an Outage Period, including analysis of Edge Service data immediately prior to the Outage Period to estimate the ratio of a Customer's visitors that were affected during an Outage Period at one or more of Acquia's data centers.

# 10. Acquia Cloud Edge Quick Start.

Acquia Ready will provide the Acquia Cloud Edge Quick Start services below only if purchased by Customer, as indicated in the Order.

Customer must purchase a Quick Start for each Order that includes Acquia Cloud Edge Protect or Acquia Cloud Edge CDN services. The Quick Start services are performed over the course of two weeks and include:

- Cloud Edge initial account provisioning assistance, including set up for (i) one initial Customer account, (ii) one initial Customer Domain, and (iii) up to ten additional users, with role assignments.
- Familiarization with Acquia Cloud Edge Protect and/or Cloud Edge Edge CDN through an introduction and guided walkthrough
  of the administration dashboard, to be scheduled with an Acquia Ready Customer Success Manager.
- Initial configuration of the first production website Domain hosted through Acquia Cloud Enterprise or Acquia Cloud Site Factory within Cloud Edge using either the CloudFlare nameserver or CNAME approach.
- Assistance with discovering and implementing Cloud Edge features (e.g., page rules for business specific caching policy) for up to one Domain, up to a maximum of five hours.

# ACQUIA AGENCY CLOUD

Acquia will provide the level of Support Services for the Acquia Agency Cloud Subscription specified in Customer's Order. Unless otherwise provided herein, Acquia Agency Cloud subscriptions include the following services:

#### 1.1 Diagnosis Support.

Diagnosis support entitles Customer to engage Acquia in the diagnosis of Agency Cloud Platform and Drupal functionality issues during the development or operation of Customer's website(s). Acquia will identify and diagnose the root cause of a reported issue and provide Customer with recommendations for repair to be implemented by Customer. Diagnosis support includes support issues with:

#### In Scope

- Agency Cloud Platform administration features and configuration
- website(s) configuration and theming through Agency Cloud Platform Drupal Instance
- website(s) not operating as expected within its environment
- website(s) configuration and theming through Agency Cloud Customer Drupal Instance
- Agency Cloud Drupal Modules
- Agency Cloud Drupal Modules or themes not interacting as expected
- Agency Cloud Platform Version Control

Customer customizations to Drupal core files may limit Acquia's ability to diagnosis issues. Acquia may recommend or require Customer to remove such customizations and replace with alternate solutions using standard Drupal core and contributed modules or other standard, published core patches. Furthermore, diagnosis support may be limited with modified Drupal contributed modules, certain integrations or custom modules. Substitutions may be recommended by Acquia but are made at the sole discretion of Customer. Diagnosis support does not include assistance with the installation, configuration, maintenance or troubleshooting of other applications which Customer has installed on its website(s). Acquia reserves the right to disable any non-supported applications to troubleshoot Drupal issues. Acquia may require Customer to upgrade to a later or more stable release of a Drupal module or component in order for Acquia to continue with the diagnosis of an issue.

Acquia may require Customer to upgrade to a later or more stable release of a Drupal module or component before continuing with the diagnosis of an issue. Acquia may require the substitution of a Drupal module or modules for similar suitable module(s) for Customer to repair an issue. Substitutions may be recommended by Acquia but are made at the sole discretion of Customer.

## 1.2 Advisory Support.

Customer may engage in advisory support discussions with Acquia 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 conversation or via email. website specific research and/or creation of any new deliverable(s) are out of scope for advisory support. Advisory support does not generate any deliverables. Advisory support is limited to one-hour discussions unless otherwise agreed by both parties.

#### 1.3 Support Allowances.

Acquia will provide the level of Support Services as specified in Customer's Order. Customer is entitled to the number of support tickets as set forth in Customer's Order. Drupal application support tickets will include any questions related to Drupal modules, custom code/configuration, non-Acquia integrations, third-party services or software and activities that the Customer could otherwise complete using a self-service feature.

A Subscription for Support Services entitles Customer to submit the number of support tickets specified in Section 1.10 (Subscription Services Options). Customer shall submit support requests per the procedures set forth in the Support Users Guide.

## 1.4 Agency Cloud Platform Support.

In addition to diagnosis and advisory support, Agency Cloud Support Subscriptions include the following Agency Cloud Platform support services:

- Feature and maintenance updates, fixes, security alerts and critical updates to the Agency Cloud Platform.
- How-to and technical assistance on use of the Agency Cloud Platform, including:
  - o Customer access to the Agency Cloud Platform
  - o Customer management of sites and users through Agency Cloud Platform Dashboard
  - Customer configuration, customization through Customer-side code and theming of website(s) through the Agency Cloud Platform Drupal Instance
  - o Customer version control of Agency Cloud Drupal Modules and Agency Cloud Customer Drupal Instance through Git

o Customer deployment of Agency Cloud Customer Drupal Instance to staging and production environments

#### 1.5 Acquia Support Services Process.

Customer may contact Acquia Support in accordance with the Support Users Guide.

#### 1.6 Urgency Level Definitions.

Customer may submit support ticket requests using the level of urgency based on the criteria set forth below. If Acquia believes in good faith that Customer has submitted a ticket under the wrong urgency category, Acquia will contact Customer and the parties will mutually agree on the level of urgency for such ticket.

URGENCY	DESCRIPTION
Critical	Customer's production system is inoperative; or Customer's business operations or productivity are severely impacted with no available workaround; or is critical security issue. Critical issues are eligible for 24x7 support for certain Acquia subscriptions.
High	Customer's production system is operating but issue is disrupting of Customer's business operations; workaround not suitable for sustained operations.
Medium	Customer's system is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.
Low	Issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.

#### 1.7 Maximum Initial Response Time.

Initial response time for support requests vary on the urgency level and Customer's Subscription Services tier. Most typical or routine requests are identified as "Medium" urgency. Acquia will respond to Customer support ticket requests within the time periods set forth below.

SUPPORT OPTIONS	ENTERPRISE	ELITE		
Initial Response Time	Critical: 1 hour, 24x7 High: 2 hours during business hours Medium: 4 hours during business hours Low: 1 business day	Critical: 30 min, 24x7 High: 1 hour during business hours Medium: 2 hours during business hours Low: 1 business day		

#### 1.8. Resolution and Escalation Procedures.

In response to Customer's request for support, Acquia will work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in place. If Customer is not satisfied with the current plan of action for an active issue, Customer may request the matter be escalated to Acquia management directly through Customer's Acquia Support point of contact. Customer may also request to review the matter with an Acquia Support manager.

The following actions take place when Customer escalates an issue:

- The Acquia Support Leadership team is notified of the situation, and when appropriate, the Customer's Account Manager is notified as well
- A review of Customer's business needs and technical case is conducted and an action plan is formulated with the goal of driving
  your issue to the most rapid resolution possible.
- Communication of the action plan is discussed with the Customer, including deliverables and, if appropriate, timelines.
- If the communication is not acceptable the Customer may request to speak with the next level of management:

First Level: Regional Manager

Second Level: Director, Acquia Support

Third Level: Managing Director, Support Services

Fourth Level: VP Customer Solutions

The Acquia Support Leadership team is copied on all "Critical" tickets that are submitted by Customer. This helps ensure that these situations receive management attention immediately.

#### 1.9 Request Submission and Fulfillment Procedures.

The Customer Primary Technical Contact may submit up to six names of authorized Technical Contacts to Acquia. The Primary Technical Contact may change its Technical Contacts (but not the number) by providing written notice to Acquia. Primary Technical Contacts must be able to provide Acquia with information required to complete issue diagnostics and instruct the implementation of Acquia's recommendations. Only authorized Technical Contacts may place a services request with Acquia. All requests will be submitted via phone or the online tickets system to Acquia. All Technical Contacts must be capable of providing Acquia with information required to complete issue diagnostics and able to implement recommended actions. Phone conversations to discuss or clarify requests for anything beyond simple, straightforward changes are accepted and encouraged. Decisions and requests made by phone will be confirmed by email or website tickets before action is taken to ensure clarity and proper authorization of the request. Acquia will use reasonable efforts to promptly inform Customer if any Customer request requires work beyond the scope of these terms. Completed requests will be confirmed with the Customer by website ticket. Where applicable, Customer will make all relevant website content and application data available in electronic form and on an agreed-to schedule as required by Acquia to complete requested work in a timely fashion. Customer will inform Acquia of any changes made independently by the Customer to the website(s), or to any component on which the website(s) depends, upon completion of such changes. Customer retains responsibility for maintaining any infrastructure not hosted by Acquia.

Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the Services and shall provide Acquia with access to Customer's personnel. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable Services or the payment schedule.

#### 1.10 Subscription Services Options.

Acquia Agency Cloud Enterprise and Elite packages as further described below:

SUPPORT OPTIONS	ENTERPRISE	ELITE	
Agency Cloud Platform Support	Unlimited	Unlimited	
Agency Cloud Drupal Instance or Drupal Application Support Tickets	36	Unlimited	
Advisory Hours	8	Unlimited	
Mollom	Developer	Developer	
Technical Account Manager	N/A	Included	

# 2. Acquia Agency Cloud.

During the Subscription Term, Acquia will maintain Customer's website(s) on the Agency Cloud Platform in the Region identified in Customer's Order. Acquia will use commercially reasonable efforts to prevent unauthorized access to the servers hosting Customer's website(s) and will promptly notify Customer of any known security breaches. Customer may submit an unlimited number of support requests related to Agency Cloud Platform and such tickets will not be counted towards Customer's support ticket allotment as long as the root cause of such an issue shows that the issue is due to Agency Cloud Platform and not Customer's website(s).

#### 2.1 Data Centers.

The Agency Cloud Platform utilizes an infrastructure that is physically remote from Acquia's office facilities. A disaster affecting one or more of Acquia's offices would not impact the availability of Customer websites or the security of Customer data. The Acquia Agency Cloud environment consists of major Regions and Availability Zones. Availability Zones are separate yet interconnected data centers within major Regions in Acquia's global infrastructure. The Agency Cloud Platform utilizes a highly available redundant architecture that distributes replicated redundant server types (load balancing, caching, web and database servers) across multiple Availability Zones within the same Region. Acquia will use commercially reasonable efforts to restore the services in an alternate Availability Zone within the same Region in the event service in Customer's assigned Availability Zone (or Region) is severely impacted.

# 2.2 Backups.

Acquia will maintain a comprehensive backup solution which includes, without limitation, website code, static assets/files, and databases. Acquia will automatically export MYSQL database one time per day and retain these backups for three days. At the Drupal code layer, Customer developed code may be managed and deployed by Customer via Acquia's Git code repository service for Agency Cloud subscriptions. This service allows for roll back and re-deployment of Drupal code, effectively backing up the Drupal layer so that the site code may be re-deployed to a new web server instance as needed. In addition, Acquia conducts daily backups of website(s) files and maintains a complete and current copy of each website, which will be used in the event Acquia must restore the website due to failure of fault of the Service. These backups are performed as follows: daily over the previous week, weekly over the previous month, and monthly thereafter.

#### 2.3 Disaster Recovery.

The Agency Cloud Platform will make hourly internal disaster recovery snapshots of Customer data. Acquia will retain these snapshots on a diminishing schedule for three months. These backups will be used to restore Customer website(s) at another location within the same Region in the event of a total data center loss or a loss of multiple disk systems. Acquia will not provide Customer access to these backups and will not use these snapshots to restore website(s) due to data-loss or deletion by Customer.

## 2.4 Emergency Capacity.

In the event Acquia becomes aware that Customer's Agency Cloud Platform becomes, or may become, overloaded due to greater than normal usage, Acquia will notify Customer and will take reasonable actions to increase the server capacity in an effort to maintain website performance. Customer agrees that Acquia, in its reasonable discretion, can unilaterally add capacity up to three times the contracted capacity and such additional capacity will remain provisioned for a minimum of five calendar days. Such additional capacity will be billed based on Acquia's then current pricing per 1,000 page views per month set forth in Customer's Order. Acquia will also make reasonable efforts to contact Customer when it is determined a server upgrade is needed. Acquia reserves the right to not provision additional server capacity if Customer has any outstanding amounts due or if it determines that additional capacity is unlikely to significantly improve performance, including, without limitation, when the overload is caused by an error in Customer's software (e.g., PHP code), Customer's configuration of the Agency Cloud Platform, Agency Cloud Platform Drupal Instance, Customer Drupal Instance or during a denial-of-service attack. Acquia reserves the right to bill Customer for traffic associated with a denial-of-service attack.

#### 2.5 Page View Tracking.

Customer agrees to allow Acquia to place a Google Analytics tracking code (or a mutually agreed upon equivalent) on each page of website(s) to track page views per month across all website(s) for Agency Cloud Platform management and billing purposes.

#### 2.6 Shared Environments.

If Customer is on shared development or staging environments, Customer acknowledges that such environments are only for low impact testing and development activities. Should Customer's use of the shared development or staging environment adversely impact server performance, Customer will be required to move to a dedicated environment and will need to pay the associated server fees. Furthermore, Customer will not perform any load tests or vulnerability tests on live website(s) unless it has purchased dedicated servers and will provide Acquia at least five business days advance notice of any such testing.

## 2.7 Server Capacity.

If Customer regularly consumes (e.g., more than two times in any week) more than 20% of the shared server capacity (cpu, memory, disk, PHP processes) assigned to Customer based on the information provided to Acquia on the Platform Questionnaire included as part of Customer's Order, Customer understands that Acquia may provision additional capacity for Customer and/or move Customer to a dedicated instance at Customer's expense.

## 2.8 Excessive Burdens.

Customer represents that it will not place excessive burdens on the Agency Cloud Platform's CPUs, servers or other resources, including customer support services. Customer understands that bandwidth connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in Acquia's need to place restrictions on Customer's use of the Agency Cloud Platform services. Customer further agrees that Acquia may place restrictions on Customer's use of the services, including support services, to the extent they exceed the use of these resources for similarly situated customers.

## 2.9 Agency Cloud Subscriptions.

Acquia will provide a website building and management system that is accessed through a browser-based user interface. Agency Cloud subscriptions allow Customer to (a) perform administrative actions such as create, duplicate, export, and delete website(s) through the Agency Cloud Platform Dashboard, (b) configure, customize through Customer code, theme, and publish website(s) within a production environment through the Agency Cloud Platform Drupal Instance, and (c) customize the Agency Cloud Platform Drupal Instance through the addition of Agency Cloud Drupal Modules. Customization of Agency Cloud Platform Drupal Instance requires Customer to merge the Agency Cloud Drupal Modules' code with the Agency Cloud Platform Drupal Instance code, resulting in an Agency Cloud Customer Drupal Instance. Customer is responsible for maintaining and testing the Agency Cloud Customer Drupal Instance in the Agency Cloud Platform. Acquia will Update Agency Cloud. Customer will Update and test Agency Cloud Drupal Modules, Agency Cloud Customer Drupal Instance, and deploy subsequent versions of the Agency Cloud Customer Drupal Instance to website(s).

## **ACQUIA LIFT**

Acquia Lift tracks the behavior of anonymous and authenticated customers throughout their customer journey—from first point of interaction as an anonymous visitor through to becoming a repeat, loyal customer. Lift creates a unified profile for each individual based on their historical and real-time behavior. Using these profiles, Lift segments customers in real time—allowing marketers to deliver personalized experiences. The base version of Acquia Lift is designed to support the web channel, and the Omni Channel Add-on enables customers to extend Lift to other channels and platforms such as email, marketing automation and CRM.

Acquia will provide Customer with the version as specified in Customer's Order.

#### 1. Base Version

- Real-time profiling and segmentation of web visitors:
  - Real-time collection of data and behavior from Drupal for anonymous and known visitors
  - o Person inquiry
  - o Segment builder and estimation tool
  - Real-time person segmentation
  - JavaScript API
  - o Ability to export up to 31 days of person data
- Drupal testing and targeting:
  - o A/B and Multivariate testing using Drupal blocks
  - Explicit Targeting using Drupal blocks
  - Personalization UX to define testing and targeting rules
  - o Performance reports for the above
- Offers:
  - o Overlaid marketing messages (e.g., fly-outs, floating boxes, styled to Customer look-and-feel)
  - o Embedded marketing messages (to populate assigned real-estate within page)
  - No limit to number or type of offers
  - o Offers are rendered via JavaScript containers
- Content Recommendations:
  - Overlaid content recommendations (e.g., fly-outs, floating boxes, styled to Customer look-and-feel)
  - Embedded content recommendations (to populate assigned real-estate within page)
  - o No limit to number or type of recommendations
  - o Recommendations are rendered via JavaScript containers
  - Content is discovered via JavaScript tag

# 2. Omni Channel Add-on

The Omni Channel Add-on allows Customer to ingest person data from existing sources such as CRM systems, marketing automation tools, and third party data sources to augment the person profile and share this person data and associated segments with other channels like email platforms. Customer may also gain insights into their person data using third party analytics tools (e.g. Tableau) connected to the data warehouse.

The Omni Channel Add-on includes the following:

- Dedicated connection to database for access to historical data
- File import API
- File export APIs
- Push API
- REST APIs

The standard configuration for the database connection provides up to 2 TB of storage in one Region for up to 5 concurrent queries.

#### 3. Backup and Disaster Recovery for Acquia Lift.

# 3.1 Data Centers.

The Acquia Lift platform is physically remote from Acquia's office facilities. A disaster affecting one or more of Acquia's offices would not impact the availability of Acquia Lift or Customer data. The Acquia Lift environment consists of major Regions and Availability Zones. Availability Zones are separate yet interconnected data centers within major Regions in Acquia's global infrastructure.

# 3.2 Backups.

Acquia maintains a comprehensive backup solution for Acquia Lift that includes person profile, customer configuration and data warehouse databases. The Backups are based on a combination of synchronous replication of person data across availability zones and daily snapshots of the customer configuration and data warehouse databases.

#### 3.3 Disaster Recovery.

For disaster recovery purposes, Acquia Lift performs synchronous replication of person data across availability zones and performs daily snapshots of customer configuration and data warehouse databases. These backups will be used to restore Acquia Lift at another location within the same Region in the event of a total data center loss or a loss of multiple disk systems. Acquia will not provide Customer access to these snapshots and will not use these snapshots to restore data due to data-loss or deletion by Customer.

#### 4. Support Services.

Customer's subscription to Acquia Lift includes unlimited diagnosis support for the application. Customer may contact Support Services in accordance with the Support Users Guide.

#### 4.1 Urgency Level Definitions.

Customer may submit support ticket requests using the level of urgency based on the criteria set forth below. If Acquia believes in good faith that Customer has submitted a ticket under the wrong urgency category, Acquia will contact Customer and the parties will mutually agree on the level of urgency for such ticket.

URGENCY	DESCRIPTION
Critical	Customer's production system is inoperative; or Customer's business operations or productivity are severely impacted with no available workaround; or is critical security issue. Critical issues are eligible for 24x7 support for certain Acquia subscriptions.
High	Customer's production system is operating but issue is disrupting of Customer's business operations; workaround not suitable for sustained operations.
Medium	Customer's system is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.
Low	Issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.

#### 4.2 Maximum Initial Response Time.

Initial response time for support requests vary on the urgency level and Customer's Subscription Services tier. Most typical or routine requests are identified as "Medium" urgency. Acquia will respond to Customer support ticket requests within the time periods set forth below. Standard hours of operation for Acquia support as further detailed in the Support User's Guide.

SUPPORT OPTIONS	STARTER	BASIC	BUSINESS	PREMIUM	ELITE
Initial Response Time	High:		uring business ho uring business ho		Critical: 30 min, 24x7 High: 1 hour during business hours Medium: 2 hours during business hours Low: 1 business day

## 4.3 Resolution and Escalation Procedures.

In response to Customer's request for support, Acquia will work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in place. If Customer is not satisfied with the current plan of action for an active issue, Customer may request the matter be escalated to Acquia management directly through Customer's Acquia Support point of contact. Customer may also request to review the matter with an Acquia Support manager.

The following actions take place when Customer escalates an issue:

- 1. The Acquia Support Leadership team is notified of the situation, and when appropriate, the Customer's Account Manager is notified as well.
- 2. A review of Customer's business needs and technical case is conducted and an action plan is formulated with the goal of driving your issue to the most rapid resolution possible.
- 3. Communication of the action plan is discussed with the Customer, including deliverables and, if appropriate, timelines.
- 4. If the communication is not acceptable the Customer may request to speak with the next level of management:

First Level: Regional Manager

Second Level: Director, Acquia Support

Third Level: Managing Director, Support Services

Fourth Level: VP Customer Solutions

The Acquia Support Leadership team is copied on all "Critical" tickets that are submitted by Customer. This helps ensure that these situations receive management attention immediately.

#### 4.4 Request Submission and Fulfillment Procedures.

The Customer Primary Technical Contact may submit up to six names of authorized Technical Contacts to Acquia. The Primary Technical Contact may change its Technical Contacts (but not the number) by providing written notice to Acquia. Primary Technical Contacts must be able to provide Acquia with information required to complete issue diagnostics and instruct the implementation of Acquia's recommendations. Only authorized Technical Contacts may place a services request with Acquia. All requests will be submitted via phone or the online tickets system to Acquia. All Technical Contacts must be capable of providing Acquia with information required to complete issue diagnostics and able to implement recommended actions. Phone conversations to discuss or clarify requests for anything beyond simple, straightforward changes are accepted and encouraged. Decisions and requests made by phone will be confirmed by email or website tickets before action is taken to ensure clarity and proper authorization of the request. Acquia will use reasonable efforts to promptly inform Customer if any Customer request requires work beyond the scope of these terms. Completed requests will be confirmed with the Customer by website ticket. Where applicable, Customer will make all relevant website content and application data available in electronic form and on an agreed-to schedule as required by Acquia to complete requested work in a timely fashion. Customer will inform Acquia of any changes made independently by the Customer to the website(s), or to any component on which the website(s) depends, upon completion of such changes. Customer retains responsibility for maintaining any infrastructure not hosted by Acquia.

Customer agrees to cooperate with Acquia to the extent necessary for Acquia to perform the Services and shall provide Acquia with access to Customer's personnel. Any delays resulting from Customer's failure to perform or fulfill its responsibilities (e.g., not having systems ready or failing to provide necessary data) will not affect the term of the applicable Services or the payment schedule.

#### SERVICE LEVEL POLICY

This Service Level Policy governs the use of Acquia Cloud Enterprise and Acquia Site Factory (each, a "PaaS") under the terms of the applicable Order between Acquia and Customer.

#### 1. Service Commitment.

Acquia will use commercially reasonable efforts to make PaaS infrastructure available for 99.95% during any calendar month during the applicable Subscription Term (the "Service Commitment"). In the event Acquia does not meet the Service Commitment, Customer will be eligible to receive a Service Extension as described below.

## 2. Definitions.

"Availability" will be calculated per calendar month, as follows:

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

#### Where:

- total means the total number of minutes for the calendar month
- nonexcluded means downtime/unavailability that is not excluded
- excluded means the Service Commitment exclusions defined below.

"Unavailability" means that the PaaS infrastructure is unresponsive or responds with an error.

#### 3. Service Extension.

In the event Acquia does not meet 99.95% general availability of the PaaS for a calendar month, for each one-half hour of unavailability Customer will receive a one-day extension of their Subscription (each a "Service Extension"). To properly claim a Service Extension, Customer must inform Acquia within fifteen days of the purported outage and provide a full description of the service interruption, including logs if applicable. If Customer has accumulated Service Extensions during two consecutive months or three months in any sixmonth period, Customer may terminate the applicable Order upon seven days advance written notice to Acquia. In the event Acquia any Unavailability of the PaaS is directly attributable to flaws in Customer's environment (including the underlying code) where, despite reasonable notification from Acquia that such flaws are adversely impacting availability and Customer fails to correct such flaws, then Acquia may terminate the applicable Order upon thirty days written notice to Customer. The Service Extension and termination rights constitute Customer's exclusive remedy and Acquia's sole liability and obligation for any failure to maintain the Service Commitment.

## 4. Service Commitment Exclusions.

The Service Commitment does not apply to any Unavailability, outage, suspension or termination of any Acquia PaaS performance issues: (i) that are caused by factors outside of Acquia's reasonable control, including any force majeure event, network intrusions or denial of service attacks; (ii) any outages that result from any actions or inactions of Customer or any third parties engaged by Customer, missing Customer Data, errors caused by Customer code or Drupal configuration errors, or usage capacity in excess of the Customer purchased amount; (iii) any outages caused by programming errors in Customer's website(s), programming bugs in the third-party extensions/modules made available through Acquia Cloud or the Site Factory Platform, Drupal Modules with Site Factory; (iv) any outages attributable to flaws in Customer's environment (including the underlying code) where, despite reasonable notification from Acquia that such flaws are adversely impacting availability and Customer fails to correct such flaws (e.g., failure to upsize to recommended hardware configuration), (v) any outages lasting less than 1 minute but no more than 3 such outages in a 24 hour period; (vi) any outages related to emergency maintenance to Customer's website(s) (e.g., to install security fixes); (vii) any outages resulting from scheduled maintenance (typically 11pm to 7am at the datacenter location identified on Customer's Order), if Acquia notified Customer 48 hours prior to the commencement of the maintenance work (there will be no more than two hours of scheduled maintenance downtime per calendar year); (viii) Unavailability that relates to any malware, viruses, Trojan horses, spyware, worms or other malicious or harmful code in the website that (1) was not introduced by Acquia or (2) was not introduced as a result of Acquia's failure to perform the Services in compliance with the standard included herein or in the Subscription and Services Agreement; or (ix) acts or omissions caused by Customer's CDN. In addition, unavailability of some specific features or functions within the website while other features remain available will not constitute Unavailability of the website, so long as the unavailable features or functions are not, in the aggregate, material to the website.

In the event of any outages described above, Acquia will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the website in connection with outages, whether scheduled or not. Such efforts will include instances in another Availability Zone if available.



If included on Customer's Order, Acquia will provide the following services:

#### Mollom Content Moderation Services.

Customer website(s) using Mollom will send data they want checked to the Mollom account ("Mollom Account"), and Mollom replies with either a Spam, Ham or Unsure classification. Through the Mollom Account, Customer will create an access key pair for each of the Customer websites. Customer cannot use the same key pair for more than one website.

#### 1.1 CAPTCHA Service.

Mollom includes a centralized CAPTCHA intended to stop non-human spam bots. Approved users are not required to solve a CAPTCHA. The CAPTCHA is invoked for three specific use cases: (i) upon user registration, when no content can be classified, (ii) when Mollom is unable to classify a user, and (iii) when a site owner using Mollom opts for more privacy, and Mollom isn't allowed to audit all content. Such events will prompt Customer websites to ask Mollom's CAPTCHA server for an audio or visual CAPTCHA challenge to present to the user. If the response is correct, the content will be accepted. Otherwise the post will be rejected.

#### 1.2 Profanity Filter.

Mollom uses text analytics to detect harmful content such as profanity and other spam-related content.

#### 1.3 Mollom Account Data.

Mollom stores User Data in order to facilitate the improvement of Mollom. With respect to the processing of User Data, Customer will be considered a "controller" and Acquia will be considered a "processor" as defined in the Data Protection Act. Acquia will not use any User Data it processes for purposes outside the scope of these terms. Upon termination of the Mollom subscription, Acquia will retain the right to use the User Data for the sole purpose of improving Mollom.

#### 1.4 Mollom Service Levels.

Acquia will use commercially reasonable efforts to ensure that Mollom is available to Customer 99.9% of the time in any calendar month. Mollom Unavailability caused by the following are excluded from calculating the availability uptime: (i) factors outside of Acquia's reasonable control; (ii) outages from any actions or inactions of the Customer or any third parties engaged by Customer; (iii) outages caused by programming errors in Customer's website(s) or by programming bugs in the third-party extensions/modules; (iv) outages caused by the fact that Customer's website(s) did not implement Acquia's Customer-side load balancing mechanism as specified in the Mollom Customer API; (v) outages that are not reported within five days; and (vi) outages from Acquia scheduled maintenance of Mollom where Acquia did notify Customer at least three days prior to the commencement of the maintenance work (there will be no more than two hours of scheduled maintenance downtime of Mollom per calendar year).

In the event Acquia does not meet 99.9% general availability of Mollom for a calendar month, for each one-half hour of unavailability Customer will receive a one-day extension of its Mollom subscription (each a "Mollom Service Extension"). To properly claim a Mollom Service Extension, Customer must inform Acquia within five days of the purported outage and provide a full description of the Mollom interruption, including logs if applicable. If Customer has accumulated Mollom Service Extensions during two consecutive months or three months in any six-month period, Customer may terminate the Mollom portion of its Subscription upon seven days advance written notice to Acquia. The Mollom Service Extension and termination rights constitute Customer's exclusive remedy and Acquia's sole liability and obligation for any failure to maintain the Mollom service level.

## 1.5 Customer Obligations.

In order to use Mollom, Customer must create a Mollom Account on the mollom.com website in order to receive a username and password. Customer will only provide true and accurate information for its Mollom Account and will promptly update such information as necessary. Through the Mollom Account, Customer will create an access key pair for each of the Customer websites. Customer will not use the same key pair for more than one website.

By using Mollom, Customer is agreeing to comply with the Mollom Usage Guidelines.

Customer is responsible to inform its website visitors, and to obtain appropriate consent from them, to allow Acquia to process the User Data for anti-spam purpose, as described in these terms. Customer will at least publish a message that informs visitors that "by posting a message, you accept that your message and other personal details about you will be analyzed and stored for anti-spam and quality monitoring purposes, in accordance with the Mollom privacy policy, accompanied by a link to either the Mollom privacy policy (or to its own privacy policy that informs the website visitors about the privacy aspects of Mollom).

# TECHNICAL ACCOUNT MANAGER

#### 1. Technical Account Manager.

Acquia Cloud Enterprise Elite subscriptions and Acquia Cloud Site Factory Elite subscriptions include a Technical Account Manager ("TAM") as part of the standard offering. Elite Bronze Subscriptions include access to a TAM Team; Silver – Diamond levels include access to a dedicated TAM. Customer will receive the TAM Services each month for the number of TAM hours specified in Customer's Order.

#### 1.1 In-scope Activities.

TAMs will provide Customers with guidance, best practices, training, recommendations and/or consultation on the development, deployment or operation of Drupal, and for Site Factory Elite Subscriptions, the general creation, deployment, and operation of the website(s) on the Site Factory Platform. Depending upon the nature of the request, these activities may be delivered by the TAM or by another Acquia resource under the guidance of the TAM. Examples of TAM advice and guidance include:

- Convey best practices, including mentoring for proper team composition, discovery, project planning, development techniques, integration, deployment and ongoing operations.
- Mitigate risks of project planning, development, and deployment by acting as a central Drupal expert resource working with Customer stakeholders and selected development partner(s).
- Provide ad-hoc guidance during development and deployment including Drupal architecture, module selection, integration of Drupal APIs, performance tuning, scalability, security etc.
- Develop deep understanding of application so Acquia can provide optimal support during development, deployment and operations.

#### 1.2 Onsite Visits.

If ordered by Customer under an Acquia Cloud Enterprise Elite Subscription or Acquia Cloud Site Factory Elite Subscription, the TAM will meet onsite with Customer up to one day per quarter (one day per month for Diamond level TAM). The hours that the TAM is onsite with Customer will count against the allotted TAM hours. Travel and expenses for each visit is included with Customer's Subscription. Any additional travel and expenses are billable. Any additional travel and expenses shall be invoiced to Customer in accordance with the Agreement.

# 1.3 Out-of-scope Activities.

TAMs are expert-level advisors and guides to Drupal and Acquia's products and services. TAMs are not development resources and thus certain activities are out of scope for TAM:

- Write code, or modify existing code of any kind: including but not limited to any code in a website codebase, web page authoring, shell scripts, utility scripts, etc.
- Build or modify Drupal sites for Customer, including but not limited to module installation, website building through the Drupal UI, website administration or configuration, content authoring, editing, or administration.
- Install, maintain, or configure software on Customer-maintained infrastructure.
- Work on-site at a Customer's business, outside of onsite visits described above.
- Act as first responders for site emergencies. Customers should open a Critical issue with Global Support as a first measure in an
  emergency.

## 1.4 Application Assurances.

TAMs will provide the following Application Assurances purchased by Customer, as indicated in the Order:

- 1.5 Security Assurance. Each year during Customer's Subscription Term, and Upon Customer's request, Acquia will provide a security assessment for one Code Base. Acquia will remotely conduct the review and seek to identify any commonly exploited security holes and provide recommendations on how Customer may secure them. At the conclusion of the review, Acquia will provide to Customer a website security assessment report with findings of the security review and recommendations for any improvements. Acquia will provide the report within two weeks of the completion of the security assessment. At Customer's request, Acquia will review the report results with Customer so the Customer is aware of the business risks and understands the technical suggestions.
- 1.6 Performance Assurance. Each year during Customer's Subscription Term, and upon Customer's request, Acquia will review one Code Base for adherence to Drupal best practices for high performance. Acquia will assess and evaluate the website architecture and configuration and propose recommendations to Customer in the event any issues are uncovered. At the conclusion of the review, Acquia will provide a performance assessment report with findings of the review, along with recommendations that may improve website performance and scalability. The report will be provided within two weeks of the completion of the review. At Customer's request, Acquia will review the report results with Customer so the Customer is aware of the business risks and understands the technical suggestions.

# **OPTIONAL ADD-ON OFFERINGS**

Acquia will provide the services described below only if purchased by Customer, as indicated in the Order.

#### 1. Multi-Region Replication With Failover.

The Acquia Multi-Region service is an extension of Acquia Cloud Enterprise and is limited to one Code Base. Fees for this service cover environment and application set up preparation, ongoing support and operational service, coordination and restoration of service during outages, and development on improving the service. Multi Region Failover requires Customers to utilize a third party CDN in order to achieve failover in the event of primary Region loss. Customer is responsible for performing the failover upon Acquia's recommendation during a Region outage. Customer may be required to implement Acquia recommended application changes to ensure optimal Multi Region Service and support. Customer must provide Acquia with at least five business days advance notice before electing to add an additional Code Base to this service.

## 2. Acquia Search Dedicated Instance.

Acquia will provide Customer with the Acquia Search Dedicated instance, which provides an isolated, hosted search environment for its website(s) that is totally dedicated to a particular Customer. Dedicated Search includes (1) the ability to scale queries and index size beyond limits available on shared search, (2) a 99.95% uptime in accordance with Acquia's Service Level Policy, (3) ability for Customer to perform load tests, (4) option to deploy other Solr libraries (Customer must test libraries locally), and (5) the ability for Customer to provision additional indexes to support multiple search use cases.

#### 3. Varnish Configuration Language (VCL).

Acquia will provide one or more of several standard VCL modifications requiring minimal customization and assist with deployment and testing process.

## 4. Simple SAML.

Acquia will assist Customer with the configuration and support of Simple SAML/LDAP.

# PROFESSIONAL SERVICES

Professional Services are subject to the applicable Order or SOW ("SOW") between Customer and Acquia, the terms set forth herein, and the payment of all applicable fees.

Customer acknowledges that Acquia's ability to perform the Professional Services depends upon Customer's fulfillment of the following obligations and project assumptions.

Customer Responsibilities. Customer shall (a) provide overall management and business ownership with respect to the Professional Services; (b) manage relationships with any third parties, (c) promptly provide to Acquia any applicable documentation of existing requirements, designs, and constraints, as required to provide Acquia with the insight needed to support the provision of Professional Services, (d) provide office space, phones, facilities, network connectivity and computer systems for on-site Acquia personnel, (e) provide timely access to key stakeholders, subject matter experts and project team members for approvals, decisions or other actions in connection with the performance of Acquia's obligations under the SOW, (f) obtain any Acquia subscriptions, consents and/or third party licenses required to support the Professional Services, (g) pre-install all required software and hardware prior to the commencement of any Professional Services, and (h) if applicable, Customer will make all web site content and application data available in electronic form and on the schedule required by Acquia to complete the Professional Services in a timely fashion. Professional Services do not include any associated costs with provisioning hardware for Customer. In the event a server is required for the performance of Professional Services, Customer agrees to pay Acquia the associated hardware costs at Acquia's then current list price.

**Change Management.** Revisions to the scope of the Professional Services described in an SOW shall be handled through a change order. Acquia will have no obligation to begin work on any change order that has not been approved and executed by each party.

**Performance.** Any tasks identified in an SOW are intended merely to describe a resource plan only and the scope of work that may be provided by Acquia. Acquia will provide only those services as directed and requested by Customer and only as time allows. Acquia will use good faith efforts to complete the services described in an SOW and does not guarantee that such services will be completed within the allotted hours or days set forth in an SOW or otherwise approved by Customer pursuant to a change order. Any delay in Acquia's performance that is caused by Customer or a third party not under Acquia's control will result in an extension of the applicable estimated timeframe, with a commensurate extension of the time and fees required.

**Rescheduling.** Customer may, without penalty, reschedule the Professional Services with a minimum of two (2) weeks advance written notice to Acquia. Once the Acquia team has been scheduled with Customer, should Customer provide Acquia with less than two (2) weeks advance notice of Customer's request to reschedule the Professional Services, Customer will be charged rescheduling fee equal to 50% of the Fees set forth in the SOW (the "Rescheduling Fee") plus, if applicable, any travel expenses already incurred by Acquia. Acquia may waive the Rescheduling Fee if Acquia is able to redeploy the Acquia team to another engagement during the originally scheduled Professional Services period.

Acquia will provide the Professional Services described below only if purchased by Customer, as indicated in the SOW.

## **Discovery Workshop**

Acquia will work with Customer to conduct a Discovery Workshop to gather information required to design a project plan and budget range for Customer's development of its website. Acquia will deliver the Discovery Workshop over the course of up to 10 consecutive business days, with 4 days onsite and 6 days remote. Acquia will provide up to 2 personnel for the onsite workshop. The scope of the Discovery Workshop includes:

#### Onsite Phase:

- Success Metrics Review. A review of Customer's high-level goals of the project to define clear success criteria.
- Requirements Review. A review of high-level requirements for the website including the overall capabilities of the website, governance and workflow, review of any existing Customer designs and integrations with any external systems.
- Interface Discovery. A review of interfaces between the website and external software systems, which may include front-end systems, advertising management systems, media management systems, document management systems and authentication and authorization systems.
- Migration Discovery. A review of legacy systems from which data will be migrated. Acquia will assist Customer to identify required data schemes and systems access requirements.
- Risk Identification: A review of possible risks and their mitigation across the areas of design, knowledge, resourcing and technical environments.

#### Remote Phase:

Requirements Matrix. Acquia will consolidate all discovered inputs into a Requirements Matrix that will describe the high-level
requirements and features of the website, grouped by category and priority and provide initial estimates of the level of effort
required for each requirement.

- Development Plan. A detailed development estimate and timeline for the website development.
- Development Budget Proposal. An outline of the budget ranges for development, migration, hosting and support of the website.
- · Long-term Infrastructure and Support Planning. An overview of long-term support and hosting options and costs.

Acquia will provide the Customer with a document that will include a requirements matrix, development budget, hosting architecture document and risk matrix within 5 business days after the conclusion of the Discovery Workshop offsite phase.

# **Drupal JumpStart**

Acquia will provide Customer with hands-on coaching and training during Customer's beginning stages of a Drupal application build. The Jumpstart will be delivered onsite over 5 consecutive days in workshop sessions.

The Jumpstart will be interactive with hands on exercises and will cover the following topics:

- Introduction to Drupal, installation, user management, content creation, comments, entities
- User roles and permissions, multi-site configurations, content types & fields, input formats, files and images, taxonomy
- URL aliases, menus, blocks, views, image styles, user profiles, entity references
- Triggers, actions, blogs, forums, books, themes, stylesheets, templates, template.php, theme functions
- Administration section, variables, menu & page callbacks, form API, database API, hook system

# **Acquia Cloud Site Factory JumpStart**

Acquia will provide Customer with instruction and hands-on mentoring to enable Customer to configure and develop its websites on the Acquia Cloud Site Factory platform, as well as assist Customer to install of the platform for Customer's use during the training. The Jumpstart will be delivered over 5 consecutive days onsite in workshop sessions. The Jumpstart will be interactive with hands on exercises and will cover the following topics:

Day 1: Site Factory Basics

- Introduction to Acquia Cloud Site Factory
- Site Factory Demo: overview, creating & cloning sites
- Creating Site Factory users
- Site Groups
- Installation
- Quick tour and definitions
- Acquia Network

Day 2: Site Factory Overview

- Git repository theming and workflow
- Advanced Acquia Cloud Site Factory site workflows
- Managing Customer codebase with Git
- Using the Acquia Cloud Site Factory staging environment

Day 3-5: Guided Practicum for Site Factory Distributions

- Drupal distribution 101
- Considerations for Acquia Cloud Site Factory distribution
- Acquia Cloud Site Factory modules
- Plannina a release cycle
- Testing Customer Acquia Cloud Site Factory platform
- Open Q&A

# Front End Theming Jumpstart

The Front End Theming Jumpstart provides Customer with 5 consecutive onsite workshop sessions around Drupal theming and best practices for front-end development.

The scope of the Jumpstart will be interactive with hands on exercises and will cover the following topics:

- Rendering and styling content according to Drupal's best practices.
- The anatomy of a theme: template files, theme functions, code organization, style and script aggregation, content display types, view displays.
- Theming performance best practices.

# **Migration JumpStart**

Acquia's Migration JumpStart to Drupal will assist Customer to develop a data migration plan to migrate existing content to Customer's Drupal website, providing Customer with a proof of concept of the data migration module. The services are delivered over 5 consecutive business days, 3 days onsite at Customer location and 2 days remote. The scope of the workshop includes:

- Migration of Analysis: A review of the legacy data in light of the system requirements of the new site.
- Data Mapping. Review and refine the initial proof of concept data mapping.
- Proof of concept of the Drupal Data Migration module implementing the basic migration processes (e.g., migration of user email addresses and usernames, article titles and bodies, etc.) as a framework for Customer migration implementation team to build upon.

Within 5 business days after the conclusion of the workshop, Acquia will provide the Customer with an outline of the content mapping and proof of concept of the migration module, as well as a document detailing the architecture of the migration solution and instructions on how to refine and enhance and support the module as the basis for Customer to build out the module for the full site data/content migration.

# **Architecture Workshop**

The Architecture Workshop is designed to assist Customer align its Drupal architecture with its business goals. An Acquia Technical Architect will conduct an architecture and planning workshop with the Customer to define the architecture for the new system. The workshop will be delivered over 5 consecutive days, 4 days onsite at Customer location, 1 day remote. The scope of the workshop includes:

- Requirements review. High-level review of functional, design and business requirements.
- Component architecture. Map requirements available contributed Drupal modules and propose design for custom modules.
- Content Architecture. Design the content types, fields, views, taxonomies and publishing workflows.

Within 5 business days after the conclusion of the workshop, Acquia will provide an Architecture and Design Document describing the recommended candidate architecture and high-level design aspects for the new site.

# **Infrastructure Planning Workshop**

Acquia's Drupal Infrastructure Workshop will help Customer design a plan for implementing an infrastructure for its Drupal website. Acquia will conduct an Infrastructure Planning Workshop with the Customer to define the infrastructure for the new system and deliver best practices for Drupal hosting architecture. The workshop will be delivered over 5 consecutive days: 4 continuous days onsite, 1 remote. The scope of this workshop will include:

- Discovery and best practices: Definition of the architecture of the new system, focusing on requirements review and best practices for caching and high-availability.
- Implementation assistance. Acquia will assist Customer with implementation of best practices as determined during the Discovery stage. Implementation assistance may include helping to configure such applications as: Apache web servers, PHP, Drupal, MySQL, Varnish, and Linux.

Within 5 business days after the conclusion of the workshop, Acquia will deliver a report detailing the proposed infrastructure plan.

# **Drupal Continuous Integration Workshop**

Acquia's Continuous Integration workshop provides Customer with hands-on training and guidance to architect a code deployment process that includes continuous integration and automated testing. The workshop will be delivered over 5 consecutive days: 4 continuous days onsite, 1 remote. The scope of this workshop includes:

- Deployment process architecture
- Automated testing best practices
- Continuous integration tools
- Hands-on implementation assistance

At the conclusion of the Workshop, Acquia will provide a deployment process report, including recommendations for automated testing best practices, continuous integration tools and deployment methodologies.

#### **Governance Workshop**

Acquia's Governance Workshop will provide Customer with consulting and guidance around the creation of a comprehensive digital governance model. The workshop will be delivered over 5 consecutive days: 4 days onsite, 1 day remote. The scope of this workshop will include:

Change management and process requirements

- Organizational models
- Platform management and many-site structure
- Technical platform best practices

At the conclusion of the services, Acquia will provide a report detailing the proposed model created by Acquia during the sessions.

#### **D8 Readiness Workshop**

Acquia will conduct a Drupal 8 readiness workshop with the Customer to plan help Customer prepare and plan for Drupal 8. Acquia will provide a review of site architecture and module selection. The workshop will be delivered over 5 consecutive days: 4 four days onsite, 1 day remote). The scope of this workshop will include:

- Requirements Review: review scope, articulate high-level requirements
- Intro to Drupal 8: overall structure, content architecture, display architecture, theming, module development and integrations
- Drupal 8 Roadmap: map requirements to Drupal 8 concepts, recommend modules, align with broader community timelines
- Drupal 8 Deployment: overview of detailed changes to deployment with Drupal 8

Within 5 business days after the conclusion of the workshop, Acquia will deliver a report summarizing topics covered during the sessions.

## **Site Audit**

Acquia will conduct a Site Audit to provide a focused assessment, evaluating the current environment for adherence to Drupal best practices surrounding architecture, development, performance, configuration management, and security. The audit will be delivered remotely over 5 consecutive days. The scope of the audit will include:

- Site architecture walkthrough and analysis: Customer will provide Acquia with a walkthrough of the site architecture including the database and web server configurations, installed Drupal modules, content types and taxonomies, and the site theme. Acquia will document and provide a holistic analysis of the site based on each layer.
- Contributed module review: review contributed modules to check for up-to-date versions and patches and whether best community supported modules were selected.
- Static performance and scalability assessment: performance assessment using static analysis techniques, reviewing the configuration of the Apache Web Server, Drupal Social Publishing platform, and MySQL databases.
- Content lifecycle management review: review the lifecycle for site content from authoring through editorial review and publication is optimized to support the required editorial process.
- Configuration management assessment: review and assess that proper procedures are followed for managing changes to the site through the development process.
- Custom module walkthrough and static analysis: If the site has implemented any custom modules, Acquia will conduct code
  walkthroughs to review the implementation against the best development practices.
- Security analysis: high-level security analysis of site including scans of the web and database servers and a review of the Drupal configuration (user roles and permissions and other areas that are prone to insecure misconfiguration).

Within 5 business days after the conclusion of the audit, Acquia will deliver a Site Assessment Report that includes an evaluation of the site's adherence to best practices and Acquia recommendations for improvement in each of the areas evaluated.

# **Infrastructure Audit**

Acquia will conduct an audit of Customer's infrastructure and deliver a report covering best practices for Drupal hosting architecture. The audit will be delivered remotely over 5 consecutive days. The scope of the audit will include:

- Discovery and best practices: review of the architecture of the new system, focusing on review and best practices uses for caching and high-availability.
- Acquia will audit the Customers configurations of such applications as: Apache web servers, PHP, Drupal, MySQL, Varnish, and Linux.

Within 5 business days after the conclusion of the audit, Acquia will deliver a report detailing results and recommendations of the audit.

# **Security Audit**

Acquia will conduct a Security Audit of Customer's for adherence to recognized security best practices and identify commonly exploited security holes, and provide recommendations on how to mitigate potential issues. The workshop will be delivered remotely over 5 consecutive days. The scope of the audit will include:

- Customer expectations: Acquia will engage Customer to determine security expectations and potential risks from the site.
- Drupal update status & static analysis: review modules for Customer update status and identify those that have security updates available. Acquia will analyze the modules for Drupal best coding practices.
- Drupal configuration security practices: Drupal configuration review of user roles and permissions and other areas that are prone to insecure configuration.
- Custom module & theme walkthrough: if the site has implemented any custom modules or themes, Acquia will conduct code
  walkthroughs with Customer to review the security and their implementation against the best security practices and identify
  potential risks.

Within 5 business days after the conclusion of the audit, Acquia will provide a site security assessment report detailing findings of the security audit, along with recommendations for applying any improvements not completed during the audit.

#### **Front End Audit**

Acquia will conduct a front-end audit and theme layer for Customer's Drupal site. The audit will be delivered over 5 consecutive days remotely and will include:

- Detailed analysis of the Drupal theme code
- Cross-browser and viewport audit
- Front-end performance analysis

Within 5 business days after the conclusion of the audit, Acquia will deliver a report with recommendations for high performance and scalable theming.

#### Launch Readiness Performance Audit

The Acquia Launch Readiness Performance Audit will assist Customer optimize its site using recognized best practices and automated testing to benchmark performance and identify gaps. If substantial issues, outside optimization, are uncovered during testing, Acquia will propose recommendations to remedy these issues so that Customer can ensure its site meets or exceeds expectations when deployed. Acquia Launch Readiness Performance Audit is designed for any single site and will be delivered remotely over 5 consecutive business days. The scope of the audit will include:

- Drupal site performance audit: traffic analysis, performance and scalability assessment, module review.
- Application profiling: performance benchmarking via automated testing.
- Optional hardware audit: MySQL, Apache, PHP and Varnish configurations.

Within 5 business days after the conclusion of the audit, Acquia will deliver a report with custom recommendations performance and scalability.

# **Launch Readiness Basic**

Acquia Launch Readiness Basic is designed to assist Customer prepare Customer's existing site for launch on the Acquia Platform. The engagement includes load testing by Drupal experts, who also diagnose and remediate critical performance issues. Launch Readiness Basic is intended for non-commerce single sites hosted on Acquia Cloud and will be delivered remotely over 10 consecutive business days. The scope of this engagement includes:

- Drupal site performance audit: traffic analysis, performance and scalability assessment, module review
- Load testing: environment provisioning, test case discovery, load generation (up to 4 hours)
- · Remediation: identification of critical issues, critical issue remediation, validation load testing

Within 5 business days after the conclusion of the audit, Acquia will deliver a custom summary report of the findings.

## **Launch Readiness Complete**

Acquia Launch Readiness Complete will assist Customer to ensure that Customer's existing site is ready for launch on the Acquia Platform. The engagement includes load testing by Drupal experts, who will also diagnose and remediate critical performance issues. Acquia's performance engineers will identify bottlenecks and assist Customer to make changes to Customer Drupal code and configuration.

Launch Readiness Complete is intended for a single commerce sites hosted on Acquia Cloud or multisites on Acquia Cloud SiteFactory and will be delivered remotely over 15 consecutive business days. The scope of this engagement includes:

- Drupal site performance audit. Traffic analysis, performance and scalability assessment, module review.
- Load testing. Environment provisioning, test case discovery, load generation (up to 4 hours).
- Remediation. Identification of critical issues, critical issue remediation, and validation load testing.

Within 5 business days after the conclusion of the audit, Acquia will deliver a summary report of the findings.

# **Acquia Lift Base Enablement Service**

The Acquia Lift Enablement service begins Customer's web personalization journey with an onsite workshop, a detailed personalization roadmap, and additional remote guidance as Customer gets started. It includes a two-day onsite workshop with one strategic Acquia resource and one technical Acquia resource, the creation of a personalization roadmap, and 20 hours of additional personalization enablement services delivered remotely. As part of this offering, Acquia will consult on Customer's web channel personalization strategy; align Customer's business goals to technical roadmap; and create a basic personalization roadmap that includes basic segment definition, user journeys, pilot personalization campaign, and milestones in rollout. Acquia will install Lift modules; recommend further work necessary for enablement if applicable; and assist with personalization strategy. During enablement, Acquia may find that additional code and configuration changes to Customer's Drupal site are necessary for 100% Lift compatibility.

## Acquia Lift Base + Omni-channel Enablement Service

The Acquia Lift Enablement service kickstarts Customer's omni-channel personalization journey with an onsite workshop, a detailed personalization roadmap and data architecture report, and additional remote guidance as Customer gets started. It includes a 4day onsite workshop with one strategic Acquia resource and one technical Acquia resource, the creation of a personalization roadmap and data architecture report, and 40 hours of additional personalization enablement services delivered remotely. As part of this offering, Acquia will consult on Customer's omni-channel personalization strategy; align Customer's business goals to technical roadmap; and create a full personalization roadmap that includes advanced segment definition, enhanced user journeys, pilot omni-channel personalization campaign, data connection architecture, and milestones in rollout. Acquia will install Lift modules; kickstart custom Lift reporting; architect back-end data connections via the Lift API; recommend further work necessary for enablement if applicable; and assist with personalization strategy. During enablement, Acquia may find that additional code and configuration changes to Customer's Drupal site are necessary for 100% Lift compatibility. This service does not include custom integrations with third-party systems.

# Acquia Lift Omni-channel Upgrade Enablement Service

The Acquia Lift Enablement service upgrades Customer's personalization journey from web to omni-channel with an onsite workshop, a data architecture report, and additional remote guidance as Customer gets started. It includes a 2 day onsite workshop with one strategic Acquia resource and one technical Acquia resource, the creation of a data architecture report, and 20 hours of additional personalization enablement services delivered remotely. As part of this offering, Acquia will consult on Customer's omni-channel personalization strategy; align Customer's business goals to technical roadmap; and extend Customer's personalization roadmap to include advanced segment definition, enhanced user journeys, pilot omni-channel personalization campaign, data connection architecture, and milestones in rollout. Acquia will kickstart custom Lift reporting; architect back-end data connections via the Lift API; recommend further work necessary for enablement if applicable; and assist with personalization strategy. During enablement, Acquia may find that additional code and configuration changes to Customer's Drupal site are necessary for 100% Lift compatibility. This service does not include custom integrations with third-party systems.

#### **LEARNING SERVICES**

Learning Services are subject to the applicable Order or SOW ("SOW") between Customer and Acquia, the terms set forth under the Professional Services section set forth above, and the payment of all applicable fees.

#### **Drupal Content Administration Training**

One day course designed for Customer content administrators which will cover workflows, the management of landing pages, and other advanced aspects of Drupal content maintenance. Training is limited to 10 participants. The scope of this training covers:

- Content types in Drupal.
- Create, publish, unpublish and manage content.
- Add attached files, media or inline images/video to content.
- Edit content according to SEO improvement procedures, customizing the URL, and metadata.
- Conduct tasks as a content creator, editor and light site building for comprehension of the system.
- Create webforms and access data from webforms.
- Articulate the various roles and permissions in a typical Drupal site.
- Manage users, review roles and permissions and change account settings.
- Manage spam, problem users or spammers.

#### **Drupal for PHP Training**

Acquia's Drupal for PHP Training is a 1 day introduction covering the basics of PHP essentials for module development. An Acquia Consultant will provide an introduction to PHP and its use in Drupal. This course assumes that participants have prior experience in coding in another language. Training is limited to 10 participants.

Participants will gain a better understanding of reading PHP in a Drupal context and acquire knowledge to employ the essential features of PHP to comprehend and extend Drupal including:

- Variables in PHP
- Conditional statements
- Arrays
- Loops
- Objects

- Functions
- Globals
- Drupal coding standards
- HTML functions
- Database queries

#### **Drupal Immersion for Developers**

In Acquia's Drupal Immersion for Developers, developers who have no prior experience in Drupal are enabled to make the conversion to Drupal from .NET, ColdFusion Java or other framework or CMS. In this five day course, attendees gain insight into how Drupal works from the ground up. This includes Drupal in a Day, Layout and Theming and Module development. Limited to 10 participants. Delivered onsite at Customer location over 5 days. The scope of the training covers:

- Configure Drupal with a focus on the developer experience and workflow.
- Plan and create flexible content types.
- Structure your site with custom paths and menus.
- Create dynamic lists of content with Drupal.
- Create custom layouts for landing pages on your site.
- Make content appear dynamically based on where you are in the site structure.
- Create a custom theme in Drupal.
- Understand when to configure and when to code.
- Understand Drupal's hook system and development architecture.
- Insert and extract data using Drupal's core database abstraction layer.
- Responsibly modify contributed modules using patches.
- Employ and articulate best practices, security techniques, conventions and coding standards.

#### **Drupal 7 in a Day Training**

Acquia's Drupal 7 in a Day Training provides a high level overview of the most essential features and concepts of Drupal through hands on activities. Limited to 10 attendees. Delivered onsite at Customer location over 1 day. By the end of this course, attendees will acquire the knowledge to:

- Configure and set up a basic Drupal site.
- Select, install and configure modules and themes from Drupal.org

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- Create content and configure content types, Create listings of content.
- Manage user roles and accounts.
- Manage aliases and URL paths.
- Create blocks and place them in the layout.

#### **Drupal Module Development Training**

In Acquia's Drupal Module Development Training, up to ten participants will learn how to leverage Drupal's API to create custom functionality. This 2 day course was designed for those who have experience with website building and knowledge of PHP.

By the end of this course, attendees will acquire the skills to:

- Understand Drupal's hook system and development architecture.
- Articulate the construction of Drupal modules.
- Insert and extract data using Drupal's core database abstraction layer.
- Responsibly modify contributed modules using patches.
- Employ and articulate best practices, security techniques, conventions and coding standards.

#### **Drupal Multilingual Site Development Training**

Acquia's Drupal Multilingual Site Development Training demonstrates the power of Drupal in building multilingual websites. Participants will learn how to allow users to switch languages at the click of a button. This one-day course makes it easy for content editors to translate content, and provide users with a multilingual interface. Previous Drupal site-building skills are a prerequisite. For up to 10 attendees - delivered onsite at Customer location over 1 day.

By the end of this course, attendees will acquire the skills to:

- Understand the most important decisions to make when building a multilingual website.
- Identify the elements of a Drupal site that need translation.
- Configure the multilingual settings for content types to match the translations available.
- Define the difference between field-level and node-level translation and when to use each one.
- Configure core and contributed modules for multilingual site building.
- Identify the challenges of translating Drupal's user interface, plan a project accordingly.
- Use Drupal's localize.drupal.org website and take advantage of updates to module language file.

#### **Drupal Panels Training**

In Acquia's Drupal Panels Training, up to ten participants learn the power of Drupal Panels, a popular Drupal module used to create individual pages with complex layouts to control configuration and what content displays on Customer's website. In this one-day course, participants will learn how configure per-page or per-section layouts, create custom layouts for various roles, and control where content is displayed. Participants will learn how to embed views within panels, create custom block sections, create custom node displays, and create custom administration pages. By the end of this course, attendees will acquire the skills to:

- Create customizable, configurable layouts.
- Create a system to allow users to modify layout without touching code.
- Employ contexts and variants for a control over display of content depending on context such as page or user role.

#### **Drupal 7 Site Building Training**

In Acquia's Drupal Site Building Training, up to ten participants will build on their Drupal skills with in-depth discussions and hands-on directions on Drupal's installation process and managing users, comments, and content. In this two day course, participants will select and configure the most popular Drupal modules. The scope of this course includes:

- Overview of the possibilities with Drupal.
- How to manage users, create user profiles.
- How to add custom content, and manage that content.
- Manage navigation through Drupal's menu system.
- Content references and relationships.
- Content flagging and bookmarking.
- Configure event calendar display.
- Manage content layout with display suite.
- Customize content administration.
- Configure both controlled vocabularies and free tagging with Taxonomy.

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- Configure your site to improve search, through the use of URL path configuration, and configure faceted search.
- Be able to configure automatically generated thumbnails.
- Know how to create advanced listings of content.
- Maintain a secure and speedy website

#### **Drupal Theming & Layout Training**

In Acquia's Drupal Theming & Layout Training, up to ten participants will learn the basics of Drupal's front-end structure and how best to create visual designs that will be efficient to implement. In this two day training, participants study the visual structure of common elements of Drupal sites (nodes, fields, fieldsets, views, blocks, regions, breadcrumbs, menus, forms, etc.) to understand the freedoms and limitations when designing for Drupal. The course will cover the most commonly used front end contributed modules and patterns in Drupal user interface elements. By the end of this course, attendees will acquire the skills to:

- Create custom layouts for landing pages on your site.
- Make content appear dynamically based on where you are in the site structure.
- Change the look of sections on your site.
- Create a custom theme in Drupal.
- Learn the essential PHP you need to make a theme in Drupal.
- Use best practices for sustainable theming.

#### **Site Building Foundation**

In Acquia's Site Building Foundation course, up to ten web-builders and developers with no prior experience with Drupal will spend 5 days learning the concepts needed to build a site in Drupal, layouts and theming, and panels configurations. By the end of this course, attendees will acquire the skills to:

- Build complex and powerful functionality.
- Articulate best practices of site building with Drupal.
- Know how to create advanced listings of content.
- Maintain a secure and speedy website.
- Create customizable, configurable layouts.
- Create a system to allow users to modify layout without touching code.
- Employ contexts and variants for a control over display of content depending on context such as page or user role.
- Create custom layouts for landing pages on your site.
- Make content appear dynamically based on where you are in the site structure.
- Create a custom theme in Drupal.
- Understand when to configure and when to code.

#### **Training Credit Package - 10 Credits**

Ten training credits which can be used to organize Learning Services training for Customer's team. Credits can only be sold in quantities of 10. The quaintly of credits per course will be determined upon size of Customer team and breadth of project. Credits must be purchased prior to use and are valid for 12 months. Any credits not used are forfeited. Training credits cannot be rolled over or used for any other Acquia products or services.

#### **Acquia Certified Developer Workshop**

In Acquia's Certified Developer Workshop, an Acquia Certified Instructor will guide up to 10 Drupal developers with six months or more practical experience in uncovering the end-to-end aspects of Drupal, and prepare them for taking the Acquia Certified Developer exam. This extensive, hands-on 4 day workshop contains a series of tasks and challenges to help participants understand the various layers of Drupal core and apply the understanding for practical use cases. The workshop includes ten Acquia Certified Developer Exam vouchers, which can be used within 90 days following attendance.

#### **Acquia Certified Developer Exam**

The Acquia Certified Developer exam is intended to gauge the skillset of Customer's Developers. This exam validates a candidate's ability to:

- Design, develop and deploy Drupal based solutions.
- Understand the core Drupal basic architecture best practices for front and back end development.
- Develop and maintain applications using Drupal front and back end development.
- Develop and implement new Drupal modules and themes.

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Customize and extend existing modules and themes.

Limited to one attempt per registrant for the Acquia Certified Developer exam. Minimum of 15 vouchers per Order.

#### Acquia Certified Developer Back End Specialist Exam

The Acquia Certified Developer Back End Specialist exam is intended to gauge the skillset of Customer's Back End Developers. This exam validates a candidate's ability to:

- Design, develop and deploy Drupal based solutions focusing on the back end.
- Understand the core Drupal basic architecture best practices for back end development.
- Develop and maintain applications using Drupal back end development.
- Develop and implement new Drupal modules.
- Customize and extend existing modules.

Limited to one attempt per registrant for the Acquia Certified Developer - Back End Specialist exam. Minimum of 15 vouchers per Order.

#### Acquia Certified Developer Front End Specialist Exam

The Acquia Certified Developer Front End Specialist exam is intended to gauge the skillset of Customer's Front end Developers. This exam validates a candidate's ability to:

- Design, develop and deploy Drupal 7 based solutions focusing on the front end.
- Understand core Drupal architecture best practices for site building and theme development.
- Develop and maintain applications using Drupal front end development.
- Develop, customize, and implement new Drupal themes.
- Customize and extend existing modules.
- Build and customize displays using Views module.

Limited to one attempt per registrant for the Acquia Certified Developer - Front End Specialist exam. Minimum of 15 vouchers per Order.

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#### **DEFINITIONS**

Any terms used in this Guide but not defined herein will have the meaning ascribed to such term in the Subscription and Services Agreement between Acquia and Customer.

- "Accessible Use Policy" means the policy currently available at <a href="https://www.acquia.com/about-us/legal/acquia-acceptable-use-policy">https://www.acquia.com/about-us/legal/acquia-acceptable-use-policy</a>, as it may be updated by Acquia from time to time.
- "Acquia Library" means the product documentation located at https://docs.acquia.com/
- "Acquia Search" means the fully managed SaaS search offering created by Acquia and included as part of the Acquia Network that integrates with Drupal applications built on the Apache Solr search engine.
- "SaaS Tools" means Acquia's proprietary website management tools (e.g., Acquia Search, Acquia Insight and Mollom Developer).
- "Apache" means the freely available web server that is distributed under an open source license.
- "Availability Zones" means the distinct physical locations that house the AWS data centers and which are engineered to be insulated from failures in other Availability Zones and provide low latency network connectivity to other Availability Zones in the same Region.
- "AWS" means Amazon Web Services.
- "CAPTCHA" stands for "Completely Automated Public Turing test to tell Computers and Humans Apart." It is a type of challenge-response test used to determine whether a user is human. This is done by asking a user to solve a challenge that is hard for computers, but relatively easy for human beings. Acquia currently supports both image and audio CAPTCHAs.
- "CDN" means a content delivery network provided by a third party (e.g. Akamai).
- "Certified Customer Drupal Modules" means the Drupal Modules that have been certified by Acquia through an Acquia Professional Services engagement
- "Code Base" means one set of Drupal code and files powering one or more website(s).
- "Drupal Modules" means Customer-selected contributed or custom Drupal modules.
- "Enhancement" is an addition of functionality not currently present on Customer's websites.
- "Git" means a distributed revision control and source code management system with an emphasis on speed.
- "Instance" will be as defined in each Order.
- "Ham" means positive content and is automatically published.
- "LAMP Stack" means the solution stack of free, open source software. The acronym LAMP refers to the first letters of Linux, Apache, MySQL, and PHP.
- "Mollom" is a text filtering and content analysis web service that analyzes the quality of content posted to websites including comments, contact-form messages, blogs, forum posts, etc. Mollom screens contributions to Customer's websites to help prevent inappropriate user-contributed content from posting to Customer's websites. Acquia provides Mollom to Customer as a web service.
- "Mollom Unavailability" means that all Mollom servers made available to Customer are unresponsive or otherwise fail to respond to Mollom requests made by Customer's websites. Unavailability does not mean that Mollom incorrectly classifies visitors or their content, even if these classification errors are repeatable.
- "Mollom Usage Guidelines" means the general usage guidelines Customer will adhere to when using the Acquia API found at: http://mollom.com/usage-guidelines.
- "Order" means any written order for products, hosting and/or support services, including, without limitation, a purchase order, order, Statement of Work, or other form of ordering document delivered to Acquia, which is subject to, and incorporates by reference, the terms and conditions of the Master Agreement, and to which no other terms apply.
- "PHP" means the open source server-side scripting language designed for web development to produce dynamic web pages.
- "Platform Drupal Instance" a production environment through a Drupal 7-based web site builder.

## **ACQUIG** THINK AHEAD

"Publicly Available Software" means any open source software, free software or any similar software.

"Regions" means the various geographic areas in which AWS infrastructure services are hosted within the United States, Europe, and Asia Pacific. As of the date hereof, Acquia utilizes AWS services in the following regions:

US East (Northern Virginia)
US West (Oregon)
EU West (Dublin, Ireland)
EU Central (Frankfurt, Germany)
APAC (Singapore & Sydney)

"Site Factory Platform" means Acquia's Cloud Site Factory platform provisioned for Customer on Acquia's managed hosting infrastructure.

"Site Factory Platform Dashboard" means a management dashboard.

"Site Factory Platform Drupal Instance" means a production environment through a Drupal 7-based web site builder,

"Site Factory Platform Version Control" means the Git version control application.

"Site Factory Customer Drupal Instance" means a version of the Site Factory Platform Drupal Instance that has been customized by the Customer or on behalf of the Customer.

"Site Factory Drupal Modules" means Drupal contributed and custom modules added to the Site Factory Platform Drupal Instance to create the Site Factory Customer Drupal Instance.

"Spam" means negative content and is automatically blocked.

"Subversion" or "SVN" means the software versioning and revision control system distributed under an open source license.

"Support Users Guide" located at http://docs.acquia.com/support/guide.

"Unavailability" means that the PaaS is unresponsive or responds with an error.

"**Unsure**" means anything between Ham and Spam. Acquia does not recognize the user, they are shown CAPTCHA's, and the Customer gets to decide if the content is automatically published, blocked, or sent for manual moderation.

"**Update**" means the deployment of a subsequent release of the Site Factory Platform or Site Factory Platform Drupal Instance that Acquia generally makes available at no additional license fee. Updates are provided when available as determined by Acquia. Acquia retains the right to deploy updates Monday through Friday, between 11pm – 7am data center local time.

"User" means any of Customer's employees, consultants, contractors or agents authorized to use the Services in accordance with the terms and conditions of this Guide.

"User Data" means any personal data (such as messages, IP addresses, domain names, nicknames, email addresses, OpenID, etc.) analyzed by Mollom.

## **EXHIBIT B**

#### **ACQUIA PRIVACY POLICY**

Home / Privacy Policy

**Privacy Policy** 

#### **Privacy Policy**

Thank you for visiting Acquia, Inc.'s ("Acquia") Internet web site located at the URL: <a href="http://acquia.com">http://acquia.com</a> ("Site"). This Privacy Policy details certain policies implemented throughout Acquia governing Acquia's use of personally identifiable information about users of our Site and users of our services and/or software that is available for download on this Site.

Acquia complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Acquia has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Acquia's certification, please visit <a href="http://www.export.gov/safeharbor/">http://www.export.gov/safeharbor/</a>

#### **Privacy Policy Updates**

Due to the Internet's rapidly evolving nature, Acquia may need to update this Privacy Policy from time to time. If so, Acquia will post our updated Privacy Policy on our Site located at <a href="http://acquia.com/about-us/legal/privacy-policy">http://acquia.com/about-us/legal/privacy-policy</a> and post notice of the change so it is visible when users log-on for the first time after the change is posted so that you are always aware of what personally identifiable information we may collect and how we may use this information. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page. Acquia encourages you to review this Privacy Policy regularly for any changes. Your continued use of this Site and/or continued provision of personally identifiable information to us will be subject to the terms of the then-current Privacy Policy.

#### **Information Collection and Use**

You can generally visit our Site without revealing any personally identifiable information about yourself. However, in certain sections of this Site, we may invite you to participate in surveys, questionnaires or contests, contact us with questions or comments or request information, participate in chat or message boards, or complete a profile or registration form. Furthermore, we require you to complete a registration form to access certain restricted areas of the Site, to use certain services and when you download any software. Due to the nature of some of these activities, we may collect personally identifiable information such as your name, e-mail address, address, phone number, password, screen name, credit card information and other contact information that you voluntarily transmit with your on-line and in-person communications to us and personally identifiable information that you elect to include in your chart and message board postings.

If you use a forum on his Web site, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these forums.

We receive permission to post testimonials that include personally identifiable information prior to posting.

#### **Orders**

If you purchase a product or service from us, we request certain personally identifiable information from you on our order form. You must provide contact information (such as name, email, and shipping address) and financial information (such as credit card number, expiration date).

We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

In addition, we may collect information about the performance, security, software configuration and availability of customer web sites in an automated fashion as part of the Acquia Hosting services if you have opted-in to allow us to collect such information by agreeing to host a website with Acquia.

We use your personally identifiable information to register you to use our services or download software or other content, contact you to deliver certain goods, services or information that you have requested, provide you with notices regarding goods or services you have purchased, provide you with notices regarding goods or services that you may want to purchase in the future, verify your authority to enter our Site and improve the content and general administration of the Site and our services.

If you install and use the "Acquia agent" and "Acquia site information" modules within the Acquia Drupal software and connect your installation of Acquia Drupal to our Acquia Network service, these modules will report to us, and we will collect, your IP address, operating system type and version, web server type and version, php version, database type and version, version of the services, modifications to the Drupal code, information regarding the availability of your website (e.g. if your website is live or down), website user statistics such as the number of nodes, number of users and number of comments. The foregoing information will be linked to your personally identifiable information and user accounts and we may use the foregoing information to better provide technical support to you and our customers and to improve our services.

If you install and use the Mollom spam blocking module within Acquia Drupal and connect your installation of Acquia Drupal to Mollom service delivered through the Acquia Network service, our third party service provider, Mollom BVBA, may collect, analyze, and store information about you and your site visitors and content submitted by your site visitors for anti-spam and quality monitoring purposes as set forth in Mollom's privacy policy available at <a href="http://mollom.com/web-service-privacy-policy">http://mollom.com/web-service-privacy-policy</a>.

If you submit information to our web site, our third party service provider, Mollom BVBA, may collect, analyze, and store information about you and the content you submit for anti-spam and quality monitoring purposes as set forth in Mollom's privacy policy available at <a href="http://mollom.com/web-service-privacy-policy">http://mollom.com/web-service-privacy-policy</a>.

If you install and use the Acquia Search module and connect your Drupal site to the Acquia Network service, in addition to the information we may collect, analyze and store when you use the Acquia Agent or Acquia site information modules, the Acquia Search module may collect, analyze and store the content of your site in an index. This index will be stored and updated on our servers to enable Acquia Search to work with your site. A copy of this index may be retained for up to 14 days as a backup in the event there is a problem with the index. Additionally, information about the size of your index, the search queries performed on your index, performance of Acquia Search for your queries, and other operational information is stored indefinitely in order to enable Acquia to monitor performance over time, manage the Search Service, and to provide you with information about the Search activity on your site.

If you choose to contact us by e-mail, we will not disclose your contact information contained in the e-mail, but we may use your contact information to send you a response to your message. Notwithstanding the foregoing, we may publicly disclose the content and/or subject matter of your message, therefore, you should not send us any ideas, suggestions or content that you consider proprietary or confidential. All e-mail content (except your contact information) will be treated on a non-proprietary and non-confidential basis and may be used by us for any purpose.

#### **Communications from the Site**

#### **Special Offers and Updates**

We will occasionally send you information on products, services, special deals, promotions. Out of respect for your privacy, we present the option not to receive these types of communications. Please see the "Choice and Opt-out."

#### Newsletters

If you wish to subscribe to our newsletter(s), we will use your name and email address to send the newsletter to you. Out of respect for your privacy, we provide you a way to unsubscribe. Please see the "Choice and Opt-out" section.

#### **Service-related Announcements**

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email.

Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

#### **Customer Service**

Based upon the personally identifiable information you provide us, we will send you a welcoming email to verify your username and password. We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account. We will communicate with you by email or telephone, in accordance with your wishes.

#### Choice/Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes, when we ask for this information.

If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or you may contact us at <u>+1 781-238-8600</u> or by mail at 25 Corporate Drive 4th Floor Burlington, MA 01803 to opt-out

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

#### **Employment Opportunities**

We provide you with a means for submitting your resume or other personal information through the Site for consideration for employment opportunities at Acquia. Personal information received through resume submissions will be kept confidential. We may contact you for additional information to supplement your resume, and we may use your personal information within Acquia, or keep it on file for future use, as we make our hiring decisions.

#### Children's Privacy

Acquia recognizes the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. This Site is not intended for children under the age of 13. Acquia does not target its services or this Site to children under 13. Acquia does not knowingly collect personally identifiable information from children under the age of 13.

#### **Cookies and GIFs**

We use small text files called cookies to improve overall Site experience. A cookie is a piece of data stored on the user's hard drive containing information about the user. Cookies generally do not permit us to personally identify you (except as provided below). We may also use clear GIFs (a.k.a. "Web beacons") in HTML-based emails sent to our users to track which emails are opened by recipients.

Additionally, when using the Site, we and any of our third party service providers may use cookies and other tracking mechanisms to track your user activity on the Site and identify the organization or entity from which you are using the Site. If you register with the Site, we, and our third party service providers, will be able to associate all of your user activity with your personally identifiable registration information. We will use such user activity information to improve the Site, to provide context for our sales and support staff when interacting with you and customers, to initiate automated email marketing campaigns triggered by your activity on the Site and for other internal business analysis.

#### **Aggregate Information**

The Site may track information that will be maintained, used and disclosed in aggregate form only and which will not contain your personally identifiable information, for example, without limitation, the total number of visitors to our Site, the number of visitors to each page of our Site, browser type, External Web Sites (defined below) linked to and IP addresses. We may analyze this data for trends and statistics in the aggregate, and we may use such aggregate information to administer the Site, track users' movement, and gather broad demographic information for aggregate use.

#### Disclosure

We will not sell your personally identifiable information to any company or organization, except we may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which Acquia participates or to a purchaser or acquirer of all or substantially all of Acquia's assets to which this Site relates. We may provide your personally identifiable information and the data generated by cookies and the aggregate information to parent, subsidiary or affiliate entities within Acquia's corporate family, partner entities that are not within Acquia's corporate family and vendors and service agencies that we may engage to assist us in providing our services to you. For example, we may provide your personally identifiable information to a credit card processing company to process your payment. Such third party entities may be obligated to protect your personally identifiable information consistent with the terms of this Privacy Policy and not for their promotional purposes and/or required to enter into written confidentiality agreements or to be certified by the U.S. Safe Harbor or agree in writing to adhere to its principles. We will also disclose your personally identifiable information (a) if we are required to do so by law, regulation or other government authority or otherwise in cooperation with an ongoing investigation of a governmental authority, (b) to enforce the Acquia Terms of Use agreement or to protect our rights or (c) to protect the safety of users of our Site and our services.

The Site may provide links to other Web sites or resources over which Acquia does not have control ("External Web Sites"). Such links do not constitute an endorsement by Acquia of those External Web Sites. You acknowledge that Acquia is providing these links to you only as a convenience, and further agree that Acquia is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked to External Web Sites.

#### Security

We employ procedural and technological measures that are reasonably designed to help protect your personally identifiable information including sensitive data such as your credit card information from loss, unauthorized access, disclosure, alteration or destruction. Acquia may use encryption, secure socket layer, firewall, password protection and other physical security measures to help prevent unauthorized access to your personally identifiable information including sensitive data. Acquia may also place internal restrictions on who in the company may access data to help prevent unauthorized access to your personally identifiable information.

#### **Updating and Deleting Personally Identifiable Information**

Acquia provides you with the ability to review and update the contact information that you provide to us and account information retained by Acquia related to your previous purchase, download or payment activities. If you wish to review and/or update any of the foregoing information, you may access your account and review and update your personally identifiable information or you may contact us at the email, phone or mailing address listed below.

## **EXHIBIT C**

# ACQUIA ACCEPTABLE USE POLICY

# General

This Acceptable Use Policy (this "Policy") describes prohibited uses of all services offered by Acquia Inc. and its affiliates (the "Services") and the website located at <a href="http://www.acquia.com">http://www.acquia.com</a> and all associated sites (the "Acquia Site"). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Acquia Site. By using the Services or accessing the Acquia Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

You are solely responsible for any material that you or your end users maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Services. By using the Services, you represent that you own the content that you make available through Acquia's Services and all proprietary or intellectual property rights therein, or have the express written authorization from the owner to copy, use and display such content.

# Prohibited Use of Services

# A. No Illegal, Harmful, or Offensive Use or Content

You may not use, encourage, promote, facilitate or instruct others to use, the Services or Acquia Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive.

Prohibited activities or content include but are not limited to:

- **Illegal Activities**. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or
  reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions
  (e.g., makemoneyfast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging
  in other deceptive practices.

- **Infringing Content**. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography.
- **Harmful Content**. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, malware, Trojan horses, worms, time bombs, or cancelbots.

## B. No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include but are not limited to:

- Unauthorized Access. Accessing or using any System without permission, including attempting
  to probe, scan, or test the vulnerability of a System or to breach any security or authentication
  measures used by a System.
- Interception. Monitoring of data or traffic on a System without permission.
- Falsification of Origin. Forging TCPIP packet headers, email headers, or any part of a message
  describing its origin or route. This prohibition does not include the use of aliases or anonymous
  remailers

## C. No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include but are not limited to:

- **Monitoring or Crawling**. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS)**. Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any
  deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or
  flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions**. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

# D. No EMail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (like "spam"), including commercial

advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another Internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

# Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Acquia Site. We may:

- investigate violations of this Policy or misuse of the Services or Acquia Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Acquia Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

# United States (U.S.) Government Information Systems

Customers that have access to government systems and data agree that upon every single login to the system or system(s), they agree to the following:

For your safety, our friends in Legal want to remind you that you are logging into a U.S. Government information system(s) that is owned by Acquia and is for authorized use only. Unauthorized use of the system is prohibited and subject to criminal and civil penalties. Usage may be monitored, recorded and subject to audit. By continuing to use this system you indicate your awareness of these terms; if you do not consent to these conditions, do not log onto the system.

# Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact our Legal Department: legal@acquia.com