SUBSCRIPTION AND SERVICES AGREEMENT

This subscription and services agreement (this "**Agreement**") is made by and between Acquia Inc., a Delaware corporation, with a principal place of business at 53 State Street, Boston, MA 02109 ("**Acquia**") and _____, with a principal place of business at _____ _____ ("**Customer**"). This Agreement shall govern the provision of the Services and shall be effective between Acquia and Customer on the latest date signed below ("**Effective Date**").

1. DEFINITIONS.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes hereof, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Ancillary Programs" means certain enabling software or tools, which Acquia makes available to Customer for download to be used with theSubscription Services for purposes of facilitating Customer access to, operation of, and/or use of the Subscription Services. Ancillary Programs do not fall within the meaning of Third Party Tools.

"**AI Features**" means (generative) Artificial Intelligence features provided as part of the Subscription Services, allowing AI Users to insert Input in a text-format by way of a prompt or other Input media as an upload, and formulate a request to the AI Features to generate Output.

"**AI Input**" means any text, images, video, audio, software code, or any other information inserted by the AI User in a prompt or upload with a request to the AI Features to create AI Output based on the AI Input.

"**AI Output**" means the response created by AI Features based on the AI Input and the request of the AI User.

"**AI User**" means any user of the AI Features provided to the Customer.

"**Authorized Contractors**" means independent contractors, licensors, or subcontractors.

"**Customer Applications**" means all software programs, including without limitation Drupal, Node.js, and Magento, that Customer owns or otherwise licenses directly from a third-party provider and uses on the cloud platform with the Subscription Services. Subscription Services do not fall within the meaning of Customer Applications.

"**Customer Data**" means all data, records, files, images, graphics, audio, video, photographs, reports, forms and other content and material, in any format, submitted to, stored by, transmitted, or otherwise used by or for Customer within the Subscription Services, whether via Customer Applications or directly with the Subscription Services. Any output (i.e content created by) of Third Party Tools does not fall within the meaning of Customer Data until said output is used with the Subscription Services.

"**Data Center Region**" refers to the geographic region in which the Customer Data resides.

"Deliverable" means any work product, deliverables, programs, interfaces, modifications, configurations, reports, or documentation developed or delivered in the performance of custom Professional Services.

"**Documentation**" means published Acquia's product guides and other end user documentation for the Subscription Services and Ancillary Programs available online and through the help feature of the Subscription Services, as may be updated by Acquia from time to time to reflect the then-current Subscription Services.

"**Fall Over Region**" refers to the designated secondary geographical location or cloud region that automatically takes over operations if the Data Center Region goes offline due to a disaster, maintenance, or outage.

"**Order**" or "**Order Form**" means an ordering document or online order specifying the Services to be provided thereunder that is entered into between Acquia and Customer from time to time, including any addenda and supplements thereto. Customer Affiliates may purchase Services subject to this Agreement by executing Orders hereunder.

"Professional Services" means fee-based migration, implementation, training or consulting services that Acquia performs as described in an Order or SOW, but excluding Support Services.

"**Services**" means the Subscription Services and Professional Services that Customer may purchase under an Order or SOW.

"Statement of Work" or "SOW" means a statement of work entered into and executed by the parties describing custom Professional Services to be provided by Acquia to Customer.

"Subscription Services" means the cloud based software application(s) or cloud platform made available by Acquia to Customer via the applicable user interface with customer logins and/or associated Support Services, as ordered by Customer under an Order, as applicable.

"Support Services" means the level of support services purchased by Customer pursuant to an Order.

"Subscription Term" or **"Term"** means the term of Subscription Services purchased by Customer which shall commence on the start date specified in the applicable Order and continue for the subscription term specified therein and any renewals thereto.

"**Trial Services**" means any Acquia product, service or functionality that may be made available by Acquia to Customer to try at Customer's option, at no additional charge, and which is designated as "beta," "trial," "non-GA," "pilot," "developer preview," "non-production," "evaluation," or by a similar designation.

"Third Party Tools" means any non-Acquia products or services Customer uses with Subscription Services. Third Party Tools do not fall within the meaning of Subscription Services..

2. SUBSCRIPTION SERVICES

2.1. Provision of Subscription Services. Acquia will make the Subscription Services available to Customer pursuant to this Agreement, the Documentation, and the relevant Order Form during the Subscription Term, solely for Customer's internal business purposes. Acquia's Affiliates and its Authorized Contractors may perform certain aspects of the Services and access Customer Data and Customer Applications provided that Acquia remain fully liable for same and responsible for ensuring that any of Acquia's obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer's Affiliates and its Authorized Contractors may access certain aspects of the Services provided that Customer remain fully liable for same and responsible for ensuring that any of Customer's

obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer's use of the Subscription Services includes the right to access all functionality available in the Subscription Services during the Subscription Term. So long as Acquia does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term (i) Acquia may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use, and (ii) update the Documentation accordingly. Subsequent updates, upgrades, enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. New features, functionality or enhancements to the Subscription Services may be marketed separately by Acquia and may require the payment of additional fees. Acquia will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require an additional fee.

2.2 Trial Services. If Customer registers or accepts an invitation for Trial Services, including through Acquia's website, or executes an Order for the same, Acquia will make such Trial Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Trial Services, or (b) the end date specified in the applicable Order. Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and Acquia assumes no liability for any Customer Data that Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors, and may be subject to additional terms. TRIAL SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY AND ACQUIA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES. Acquia may, in its sole discretion, discontinue Trial Services at any time. For the avoidance of doubt, Trial Services may require acceptance of additional terms and conditions prior to Customer's permitted use.

2.3 Ancillary Programs. As part of the Subscription Services, Acquia may provide Customer with access to download certain Ancillary Programs for use with the Subscription Services. Acquia grants Customer during the Subscription Term a non-exclusive, non-transferable non-assignable, limited licensed to use such Ancillary Programs in object code (machine readable) format only on each site hosted by Acquia under an Order for Subscription Service to facilitate Customer access to, operation of, and/or use of the Subscription Services subject to the terms of this Agreement. Ancillary Programs shall only be used to upload, download and synchronize files between Customer's computer or other Customer owned or controlled devices and the Subscription Services. If and to the extent applicable, nothing in this Agreement is intended to change or restrict the terms of any public (or open source) license. Any software code contained in Ancillary Programs which is licensed under a public software license is licensed under the terms and conditions of the third-party license applicable to such software code. In each such case, the licensed rights to such software code are determined by the applicable public software license, not this Agreement.

3. SECURITY AND DATA PRIVACY

3.1. Security and Internal Controls. In accordance with Acquia's Security Annex incorporated herein by reference, Acquia shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Subscription Services, and of the Customer Data contained within the Subscription Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, (ii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and (iii) subject to certain limitations and/or exclusions set forth in the Security Annex, perform periodic testing by independent third party audit organizations, which include with Service Organization Controls 1 (SOC 1), SOC 2 audits and ISO 27001 certification or surveillance audits performed annually. In no event during the Subscription Term shall Acquia materially diminish the protections provided by the controls set forth in Acquia's then-current Security Annex.

3.2. **Data Privacy.** The terms of the Acquia Data Processing Addendum ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA.

EU, UK, Switzerland. To the extent Customer's use of the Subscription Services includes the processing of Customer Data by Acquia that are subject to the General Data Protection Regulation (EU) 2016/679 or the UK GDPR, as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (jointly "GDPR"), such data processing by Acquia as data processor complies with the requirements of the aforementioned regulations and any Personal Data transfer out of the European Union, the European Economic Area, the United Kingdom, and Switzerland shall be governed by the Standard Contractual Clauses as attached to the DPA, unless the Customer has opted out of those clauses. For the purposes of the **Standard Contractual Clauses**, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

CCPA, CPRA. Where Customer's use of the Subscription Services includes the processing of California Consumer's Personal Information by Acquia that are subject to the California Consumer Protection Act of 2018 a, and its implementing regulations, as amended or superseded from time to time ("**CCPA**") including as amended by the California Privacy Rights Act of 2020 ("**CPRA**"), such data processing by Acquia as a "service provider" complies with the requirements of the CCPA.

Processing and Data Subject Requests. Acquia shall process personal data and personal information on behalf of and in accordance with Customer's instructions consistent with this Agreement and as necessary to provide the Subscription Services and will reasonably cooperate with Customer in its efforts to respond to requests by data subjects and/or California Consumers to exercise their rights under the GDPR or CCPA and to otherwise comply with the GDPR or CCPA.

3.3. Data Center Region. Customer may select the Data Center Region and Fall Over region from those available for the applicable Subscription Services. Acquia will not move the selected Data Center Region and the Customer Data contained within such Data Center Region, without Customer's written consent or unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas or court orders). Customer consents to Acquia's storage of Customer Data in, and transfer of Customer Data into, the Data Center Region and Fall Over Region Customer selects. Customer is solely responsible for evaluating and selecting a Data Center Region and Fall Over Region that complies with applicable data protection and cybersecurity laws.

3.4. Compliance with Law. Acquia will comply with all laws applicable to the provision of the Subscription Services, including applicable security breach notification laws, but not including any laws applicable to the Customer's industry that are not generally applicable to information technology services providers.

4. CUSTOMER OBLIGATIONS AND PERMITTED USE OF AI FEATURES

4.1. Responsibilities. Customer shall (i) access and use the Services in accordance with this Agreement, applicable laws and government regulations and Acquia's Acceptable Use Policy incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Acquia promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps

necessary to ensure the security and compliance of the Customer Applications.

4.2. Customer Data. Customer has and shall maintain all rights as are required to allow Acquia to provide the Subscription Services to Customer as set forth in this Agreement, including without limitation to send the Customer Data to Acquia pursuant to this Agreement and to allow Acquia to access, use, and store Customer Data to provide the Subscription Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Subscription Services and shall make Acquia aware of any Customer Data processed, stored, or transmitted through the Subscription Services for which regulations other than those set forth in the Security Annex apply. If, in the course of providing Subscription Services, Acquia agrees in writing to process such Customer Data and Customer has subscribed to any applicable Subscription Services, Acquia shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Acquia is subject as a service provider.

4.3 Restrictions. Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services or Ancillary Programs), (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services, Ancillary Programs, or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services or the Ancillary Programs), (iv) create a competitive offering based on the Subscription Services, and (v) disclose any benchmark or performance tests of the Subscription Services.

4.4 AI-Generated Content, AI Input, AI Output.

AI Input and AI Output are Customer Data.

Customer is solely responsible for the AI Input. Any AI Input that violates Acquia's AI Specific Terms and AI User Guidelines and Policy, infringes third-party rights, contains personal information which was obtained and/or is used in violation of any applicable data privacy law, any other applicable law, the AI User Information and Policy, or this Agreement is prohibited and shall not be used with Services.

Acquia may block AI Input, disable AI Output or the AI Features or the related Service(s), if Acquia in its sole discretion believes such violation has occurred or is imminent.

Acquia may use technologies, including those of third parties, to screen for and block AI Input and AI Output for such violations.

Customer may not use the AI Output to directly or indirectly train, test, or otherwise improve any AI or machine learning systems.

5. PROFESSIONAL SERVICES

5.1. Standard Professional Services. A description of Acquia's standard Professional Services offerings, including training, and workshops, may be found in the Documentation. Standard Professional Services may be identified in an Order without the need for issuance of an SOW.

5.2. Other Professional Services. For any non-standard Professional Services, Acquia will provide Customer with Professional Services as set forth in the applicable SOW. Each SOW will include, at a minimum (i) a description of the Professional Services and any Deliverable to be delivered to Customer; (ii) the scope of Professional Services; (iii) the schedule for the provision of such Professional Services; and (iv) the applicable fees and payment terms for such Professional Services, if not specified elsewhere.

5.3. Change Orders. Changes to an SOW or Order Form will require, and shall become effective only when, fully documented in a written change order (each a "**Change Order**") signed by duly authorized representatives of the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders shall be deemed part of, and subject to, this Agreement.

5.4. Designated Contact and Cooperation. Each party will designate in each SOW an individual who will be the primary point of contact between the parties for all matters relating to the Professional Services to be performed thereunder. Customer will cooperate with Acquia, will provide Acquia with accurate and complete information, will provide Acquia with such assistance and access as Acquia may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the applicable SOW. If applicable, while on Customer premises for Professional Services, Acquia personnel shall comply with reasonable Customer rules and regulations regarding safety, conduct, and security made known to Acquia.

6. FEES AND PAYMENT

6.1. Fees.

Customer shall pay all fees specified in each Order or SOW. Fees are payable in the currency set forth in the Order or SOW. Payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

Subscription Services. Customer shall pay any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order.

Fees are based on Subscription Services purchased, regardless of usage. All Subscription Services shall be deemed accepted upon delivery. The Subscription Services purchased cannot be decreased during the relevant Subscription Term.

Professional Services. All Professional Services shall be accepted in accordance with the acceptance criteria set forth in the relevant SOW. Customer shall reimburse Acquia for approved out-of-pocket expenses incurred by Acquia in connection with its performance of Services. Acquia will provide Customer with reasonably detailed invoices for such expenses.

6.2. Invoicing and Payment.

Subscription Services. Unless otherwise specified in an Order, fees for Subscription Services specified in an Order will be invoiced annually in advance, fees for overages will be calculated and invoiced monthly in arrears.

Professional Services. Unless otherwise set forth in an SOW, all fees and expenses for standard Professional Services as described in Section 5.1 shall be invoiced 50% upon commencement and 50% upon completion, and all fees and expenses for non-standard Professional Services as described in 5.2 will be invoiced monthly in arrears on a time and materials basis.

Except as otherwise stated in the applicable Order or SOW, Customer agrees to pay all invoiced amounts within thirty (30) days of invoice date. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (i) Acquia reserves the right to suspend the Subscription Services upon thirty (30) days' notice, until such amounts are paid in full, and (ii) Acquia will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Acquia in collecting such overdue amounts or otherwise enforcing Acquia's rights hereunder; provided that Acquia will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.3. Taxes. Fees for Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Unless Customer provides a valid, signed certificate or letter of exemption for each respective jurisdiction of its

tax-exempt status, Customer is responsible for payment of all taxes, levies, duties, assessments, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "**Taxes**") arising from Acquia's provision of the Services hereunder, except any taxes assessed on Acquia's net income. If Acquia is required to directly pay or collect Taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse Acquia for any amounts paid by Acquia.

7. PROPRIETARY RIGHTS

7.1. Subscription Services. Except for the rights expressly granted under this Agreement, Acquia and its licensors retain all right, title and interest in and to the Subscription Services and Documentation, including all related intellectual property rights therein. Acquia reserves all rights in and to the Subscription Services and Documentation not expressly granted to Customer under this Agreement. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary notices of Acquia.

7.2 Ancillary Programs, Third Party Tools. The Subscription Services (including Ancillary Programs) may interoperate with certain software products, including open-source software, owned by third parties and licensed directly to the Customer by such third party ("**Third Party Tool**"). Such Third Party Tool(s) is provided to the Customer without liability or obligation by Acquia and is subject to the applicable 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 Third Party Tools.

7.3. Customer Data and Customer Applications. As between Customer and Acquia, Customer is and will remain the sole and exclusive owner of all right, title and interest to all Customer Data and Customer Applications, including any intellectual property rights therein. Customer's use of any output from Third Party Tools shall be subject to and governed by the terms of use applicable to such Third Party Tool. Customer hereby grants Acquia, its Affiliates and applicable Authorized Contractors all necessary rights to host, use, process, store, display and transmit Customer Data and Customer Applications solely as necessary for Acquia to provide the Services in accordance with this Agreement. By using Ancillary Programs Customer grants Acquia permission to access Customer's computer or other devices to the extent necessary in enabling Ancillary Programs. Customer represents that it has, and warrants that it shall maintain, all rights as required to allow Acquia to compile, use, store, and retain aggregated Customer Data, including without limitation in combination with other Acquia customers' data, for internal or marketing uses (provided that no such marketing use shall include any information that can identify Customer or its customers). Subject to the limited licenses granted herein, Acquia acquires no right, title or interest from Customer or Customer licensors hereunder in or to Customer Data and Customer Applications, including any intellectual property rights therein. Customer reserves all rights in and to the Customer Data that are not expressly granted to Acquia pursuant to this Agreement.

7.4. Deliverables. Excluding any property that constitutes Outside Property, any Deliverables shall be the sole property of Customer upon Customer's payment in full of all associated Professional Services fees. Acquia shall execute and, at Customer's written request, require its personnel to execute any document that may be necessary or desirable to establish or perfect Customer's rights to the ownership of such Deliverables. For purposes of this Agreement, "**Outside Property**" means any and all technology and information, methodologies, data, designs, ideas, concepts, know-how, techniques, user-interfaces, templates, documentation, software, hardware, modules, development tools and other tangible or intangible technical material or information that Acquia possesses or owns prior to the commencement of Professional Services or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property. Outside Property shall also include any enhancements, modifications or derivatives made by Acquia to the Outside Property while performing Professional Services hereunder, and any software, modules, routines or algorithms which are developed by Acquia during the term in providing the Professional Services to Customer, provided such software, modules, routines or algorithms have general application to work performed by Acquia for its other customers and do not include any content that is specific to Customer or which, directly or indirectly, incorporate or disclose Customer's Confidential Information.

7.5. Outside Property License. To the extent that Acquia incorporates any Outside Property into any Deliverables, then Acquia hereby grants Customer a limited, royalty-free, non-exclusive, non-transferable (subject to Section 14.11), without right to sublicense, license to use such Outside Property delivered to Customer solely as necessary for and in conjunction with Customer's use of the Deliverables.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. "**Confidential Information**" means all confidential or proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or reasonably should be understood to be confidential given the nature of information and the circumstances of disclosure. Without limiting the coverage of these confidentiality obligations, the parties acknowledge and agree that Confidential Information of each party shall include the terms and conditions of this Agreement (including pricing and other terms set forth in all Order Forms and/or SOWs hereunder), related benchmark or similar test results, other technology and technical information, security information, security audit reports, and business and marketing plans, except that Acquia may reference and use Customer's name, logos and the nature of the Services provided hereunder in Acquia's business development and marketing efforts.

8.2. Exceptions. Confidential Information shall not include information that (i) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party, (iii) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to Disclosing Party, or (iv) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

8.3. Protection of Confidential Information. The Receiving Party shall use the same degree of care used to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and, except with Disclosing Party's written consent, shall (i) not use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement and (ii) limit access to Confidential Information of Disclosing Party to those of its and its Authorized Contractors, Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have a duty or obligation of confidentiality no less stringent than that set forth herein.

8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party (i) provides prompt written notice to the extent legally permitted, (ii) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure, and (iii) limits disclosure to that required by law, regulation or legal process.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1. Acquia Representations & Warranties. Acquia represents and warrants that (i) Acquia has the legal authority to enter into this Agreement, (ii) the Subscription Services will materially conform with the relevant Documentation, (iii) the functionality and security of the Subscription Services will not be materially decreased during a Subscription Term, and

(iv) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

9.2. Remedies. For any failure of any Subscription Services or Professional Services, as applicable, to conform to their respective warranties, Acquia's liability and Customer's sole and exclusive remedy shall be for Acquia, in the case of a breach of the warranty set forth in Section 9.1 (ii), (iii), and/or (iv), to use commercially reasonable efforts to correct such failure; or, in the case of a breach of the warranty set forth in Section 9.1 (iv) to re-perform the affected Professional Services. If the foregoing remedies are not commercially practicable, Acquia may, in its sole discretion, terminate the applicable Order or SOW upon providing Customer with written notice thereof, and, as Customer's sole and exclusive remedy, refund to Customer (a) in the case of breach of the warranty set forth in Section 9.1(ii) or (iii), any Subscription Services fees paid by Customer with respect to the unexpired portion of the current Subscription Term for the non-conforming Subscription Services; or (b) in the case of breach of the warranty set forth in Section 9.1(iv), any fees paid by Customer for the portion of Professional Services giving rise to the breach.

9.3. Customer Representations & Warranties. Customer represents and warrants that (i) it has the legal authority to enter into this Agreement, and (ii) it will use the Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations.

9.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACQUIA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND ACQUIA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT, OR THAT THE AI OUTPUT DOES NOT VIOLATE THIRD-PARTY RIGHTS OR APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Acquia. Acquia shall indemnify, defend and hold Customer harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Subscription Services hereunder infringes or misappropriates the valid intellectual property rights of a third party (a "**Claim Against Customer**"); provided that Customer (a) promptly gives Acquia written notice of the Claim Against Customer; (b) gives Acquia sole control of the defense and settlement of the Claim Against Customer (provided that Acquia may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Acquia all reasonable assistance, at Acquia's expense. In the event of a Claim Against Customer, or if Acquia reasonably believes the Subscription Services may infringe or misappropriate, Acquia may in Acquia's sole discretion and at no cost to Customer (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching Acquia's warranties hereunder, (ii) obtain a license for Customer's continued use of Subscription Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Subscription Services and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination. Notwithstanding the foregoing, Acquia shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim Against Customer to the extent it arises from (i) Customer Data or Customer Applications, (ii) use by Customer after notice by Acquia to discontinue use of all or a portion of the Subscription Services, (iii) use of Services by Customer in combination with equipment or software not supplied by Acquia where the Service itself would not be infringing, (iv) or Customer's breach of this Agreement.

10.2. Indemnification by Customer. Customer shall indemnify, defend and hold Acquia harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit or proceeding made or brought against Acquia by a third party alleging that Customer Data or Customer Application violates applicable law or a third party's rights (a "**Claim Against Acquia**"); provided that Acquia (a) promptly gives Customer written notice of the Claim Against Acquia; (b) gives Customer sole control of the defense and settlement of the Claim Against Acquia (provided that Customer may not settle any Claim Against Acquia unless the settlement unconditionally releases Acquia of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. EXCEPT FOR (I) EACH PARTY'S OBLIGATIONS SET FORTH IN SECTION 10 (MUTUAL INDEMNIFICATION), (II) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (III) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; OR (IV) ANY OTHER LIABILITY THAT MAY NOT BE LIMITED UNDER APPLICABLE LAW (THE "EXCLUDED MATTERS"), IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THOSE SERVICES GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER FORM AND/OR SOW IN THE 12 MONTHS PRECEDING THE APPLICABLE INCIDENT.

11.2. Exclusion of Consequential and Related Damages. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 12.3 or upon the expiration of the last Subscription Term or renewal thereof.

12.2. Renewal of Subscription Services. Except as otherwise specified in the applicable Order, the Subscription Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the then-current Subscription Term. Acquia may increase pricing applicable to the renewal of any then-current Subscription Term by providing Customer with notice thereof, including by email, at least seventy-five (75) days prior to the end of such term.

12.3. Termination. A party may terminate this Agreement (or, at such party's option, the individual Order Forms or SOWs affected by the applicable breach), for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such same 30 day period, or (ii) automatically if the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination of an Order or SOW for cause by Customer and

upon Customer's written request, Acquia shall refund, on a pro rata basis, any fees paid thereunder that cover the remainder of the applicable Subscription Term after the effective date of termination. Upon termination of an Order or SOW for cause by Acquia, all amounts owed by Customer thereunder shall become due and payable. In no event shall any termination relieve Customer of the obligation to pay all fees payable to Acquia for the period prior to the effective date of termination. Upon termination of an Order Form or this Agreement for any reason, Customer's right to access and use the Subscription Services (including any Ancillary Programs) terminates. Upon such termination, Customer must (a) immediately destroy all copies of the Ancillary Programs, and (b) immediately and, upon Acquia's request, provide Acquia with written certification of such destruction.

12.4. Data Portability and Deletion. Upon request made by Customer within 7 days of termination or expiration of the Subscription Services, Acquia will make Customer Data and Customer Applications available to Customer for export or download as provided in the Documentation. At the end of such 7-day period, Acquia will delete or otherwise render inaccessible any Customer Data and Customer Applications, unless legally prohibited. Acquia has no obligation to retain the Customer Data for Customer purposes after this 7-day post termination period.

12.5. Survival. Section 7 (Proprietary Rights), 8 (Confidentiality), 9.4 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Data Portability and Deletion), 13 (Notices, Governing Law and Jurisdiction) and 14 (General Provisions) and any other rights and obligations of the parties hereunder that by their nature are reasonably intended to survive termination or expiration, shall survive any termination or expiration of this Agreement.

13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all legal notices of default, breach or termination ("**Legal Notices**") hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery, (ii) the fifth business day after being sent by certified mail return receipt requested, or (iii) the first business day after sending by a generally recognized international guaranteed overnight delivery service. Each party shall send all Legal Notices to the other party at the address set forth in the applicable Order Form or SOW, as such party may update such information from time to time, with, in the case of notices sent by Customer, a copy sent to the Acquia Legal Department at the address first set forth above. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer on the applicable Order.

13.2. Governing Law and Jurisdiction. If Customer is entering into this Agreement from the UK or a European Union member country, then this Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. If Customer is entering into this Agreement from Australia, then this Agreement is governed by the laws of New South Wales and subject to the exclusive jurisdiction of the courts of Sydney. Otherwise, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the Commonwealth of Massachusetts in Suffolk County or the United States District Court, Eastern District of Massachusetts. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Notwithstanding the foregoing, the parties acknowledge that any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such party's or third party's intellectual property rights might cause the other party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to the Agreement.

13.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1. Import and Export Compliance. Each party shall comply with all applicable import, re-import, export and re-export control laws, treaties, agreements, and regulations. Export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (EAR), the Department of State International Traffic in Arms Regulations (ITAR), and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. If a party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party.

14.3. Federal Government End Use Provisions *(only applicable for the U.S.)*. If the Services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Services, or any related documentation of any kind, including technical data, manuals or Acquia Property is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995), as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the software and Services with only those rights set forth in this Agreement and any amendment hereto.

14.4. Subscription Service Analyses. Acquia may (i) compile statistical and other information related to the performance, operation and use of the Subscription Services, and (ii) use, and share data from the Subscription Services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as 'Subscription Service Analyses"). Subscription Service Analyses will not incorporate any information, including Customer Data, in a form that could serve to identify Customer or an individual. Acquia retains all intellectual property rights in Subscription Service Analyses.

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.6. Non-Solicitation. Customer agrees that during the term of each Order Form and/or SOW and for twelve (12) months thereafter, it will not recruit or otherwise solicit for employment any person employed by Acquia who participated in the performance of Services under the applicable Order Form and/or SOW. Nothing in this clause shall be construed to prohibit individual Acquia employees from responding to public employment advertisements, postings or job fairs of Customer, provided such response is not prompted by Customer intentionally circumventing the restrictions of this Section.

14.7. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.8. Public Relations. Customer agrees that Acquia may identify Customer as an Acquia customer in advertising, media relations, trade shows, the website, and other similar promotional activities, using Customer's name and trademarks in accordance with Customer's trademark guidelines. Customer shall also assist Acquia in preparing a press release announcing Customer as a new Acquia Customer, with the view to publishing within 60 days following the Effective Date and in preparing a case study for external use that details Customer's use of the Services within 6 months following the Effective Date. Acquia shall not publish such press release or case study without Customer's prior, written approval as to its contents.

14.9. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.10. Force Majeure. Neither party shall be liable under this Agreement for delays or failures to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than thirty (30) calendar days, then either party may terminate the Agreement upon written notice to the other party.

14.11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.12. Assignment. Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

14.13. Entire Agreement. This Agreement constitutes the entire agreement between the parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning or relating to the same. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions of this Agreement, the Documentation, any Order Form or SOW, the terms of such Order Form or SOW shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a PO, payment system, other order documentation or otherwise (excluding Order Forms and/or SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last set forth below.

ACQUIA INC.	**CUSTOMER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____