

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ACQUIA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Acquia, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 18, 2013, the parties entered into an Agreement for Acquia Enterprise subscription services, for a not to exceed amount of \$305,297; and

WHEREAS, on June 21, 2016, the parties amended the Agreement for continued Acquia Enterprise subscription services, increasing the amount of the Agreement by \$234,294, for a not to exceed amount of \$539,591; and

WHEREAS, the parties wish to amend the Agreement for continued web-hosting and Drupal content management system support services for the County’s Drupal-based Internet presence, increasing the amount of the Agreement by \$248,078.70, for a new not to exceed amount of \$787,669.70, and extending the term through June 29, 2022.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A, B, and C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit D. In no event, shall the County’s total fiscal obligation under this Agreement exceed Seven Hundred Eighty-Seven Thousand Six Hundred Sixty-Nine Dollars and Seventy Cents (\$787,669.70).

If any payment is late and is not subject to a good faith dispute as described below, then upon 60 days written notice, Contractor may suspend County’s access to the Services until such payment is made. All fees exclude any taxes and duties, including sales, use or other transaction tax, associated with the Services, which will be County’s responsibility to pay. If County is legally entitled to an exemption from any sales tax, use or similar

transaction tax, County is responsible for providing Contractor with legally-sufficient tax exemption certificates for each taxing jurisdiction. If any deduction or withholding is required by law, County will notify Contractor and will pay any additional amounts necessary to ensure that the net amount that Contractor receives, after any deduction and withholding, equals the amount Contractor would have received if no deduction or withholding had been required. Additionally, County will provide Contractor with documentation showing that the withheld and/or deducted amounts have been paid to the relevant taxing authority.

County shall reimburse Contractor for reasonable out-of-pocket expenses incurred by Contractor and its personnel in connection with its performance of Services as provided for in the attached Statements of Work. Any such expenses shall be preapproved by County in writing. Contractor will provide County with reasonably detailed invoices for such expenses on a monthly basis and County agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof. Any such expenses are subject to the not to exceed amount listed above.

If County disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, County shall pay the amounts due under this Agreement less the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) County delivers a written statement to Contractor on or before the due date of the payment describing in detail the basis of the dispute and the amount being withheld by County, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from County that are not in dispute have been, or will be, paid as and when required under this Agreement.

2. Section 4. Term and Termination of the Agreement is amended to read as follows:

Subject to material compliance with all terms and conditions, the term of this Agreement shall be from June 30, 2013, through June 29, 2022, as further outlined in this Section. This Agreement may be terminated by County, the Information Services Department's Chief Information Officer/Director, or his/her designee, by giving written notice to Contractor that the funds have not been appropriated or are no longer available and County has exhausted all funds available for the payments due under this Agreement. County shall provide Contractor at least thirty (30) days notice of any such loss of funding and County shall pay to Contractor all fees that accrued prior to the termination date. In such event, Contractor shall no longer provide services to County under this Agreement, and County shall cease using the Services once the termination date has passed.

Either party may terminate this Agreement, an Exhibit (i) in the event of a material breach of this Agreement or an applicable Exhibit by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately

upon written notice if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Exhibit shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Exhibits. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order or SOW.

Upon any termination of this Agreement or any Exhibit by County for Contractor's material breach, upon written request from County, Contractor shall refund to County any unused prepaid fees covering the remainder of the term of the related subscription(s) after the effective date of termination. Upon any termination or expiration of this Agreement or any applicable Exhibit, Contractor shall no longer provide the applicable Services to County and County shall cease using the Services.

Upon any termination of this Agreement or any Exhibit by Contractor due to County's uncured breach, in addition to any other remedies Contractor may have for such breach at law or in equity, County shall pay Contractor for all fees that accrued prior to the termination date and all service fees that would have continued to accrue through the end of the then current Service Year of the Exhibit had it not been terminated due to County's breach. In no event shall any termination relieve County of the obligation to pay any fees payable to Contractor for the period prior to the effective date of termination. Upon any termination or expiration of this Agreement or any applicable Exhibit, Contractor shall no longer provide the applicable Services to County and County shall cease using the Services.

Except as expressly provided herein, termination of this Agreement by either party for breach will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, upon written request of the disclosing party, the receiving party shall promptly return or destroy all confidential Information of the disclosing party in its possession.

3. The following is added to Exhibit A of the Agreement:

The Enterprise Services Subscription package includes services listed by this Exhibit based on the following rates for the period June 30, 2019 through June 29, 2022:

Description	Cost
Web Hosting Services and Support	\$82,692.90
Total for 3-Year Term	\$248,078.70

Web hosting services and support shall be invoiced to the County on an annual basis.

4. All other terms and conditions of the agreement dated June 18, 2013, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: [Acquia, Inc.]

DocuSigned by:
Joseph Bulens
Contractor Signature

May 30, 2019 | 9:46 PM
Date

Joseph Bulens
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board



53 State Street, 10th Floor
Boston, MA 02109

Customer Information

Customer Legal Name	County of San Mateo	Billing Address	400 County Center First Floor Redwood City, California 94063 United States
Accounts Payable Contact	Chris Handcock	Contact Name	Chris Handcock
Accounts Payable Contact Phone	(650) 363-1945	Contact Phone	(650) 363-1945
Accounts Payable Contact Email	chandcock@smcgov.org	Contact Email	chandcock@smcgov.org

Term: The services on this Order will commence on the Start Date indicated below, and if no date indicated, then on the Effective Date, as defined below. Add-on products and services must end co-terminous with the originating Order unless otherwise indicated by the End Date indicated below. Add-on products and services shall renew in accordance with the terms as set forth in the originating Order.

Proration: Acquia will prorate fees as applicable.

Invoicing Terms: Customer will be invoiced in advance at the frequency and the invoicing terms set forth below for the amounts outlined below for the Subscription. Fees for Professional Services, if any, shall be billed upon completion unless otherwise specified below.

Initial Term # of Months	36	Invoicing Terms	Annual In Advance
Start Date	6/30/2019		
End Date	6/29/2022		

1st Period

Product Name	Product Description	Quantity	Start	End
Additional Code Base	ACE Per Additional Code Base Fee (2-9)	3	6/30/2019	6/29/2020
Acquia Cloud Enterprise: Premium - S7N	Annual subscription for Acquia Cloud Enterprise and Insight Tools; 1 code base; Premium RA; 24x7 Support Coverage; 1 Hour Critical Support Response Time; 2 Hour High Priority Support Response Time; 12 Advisory Hours; 10M Search queries; 250k Search docs; Acquia Academy	1	6/30/2019	6/29/2020
Acquia Cloud Enterprise - HA Database Magnetic Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA DB storage for resiliency, snapshots, monitoring and alerting	1	6/30/2019	6/29/2020

OFFER VALID UNTIL:

June 30, 2019



ORDER

53 State Street, 10th Floor
Boston, MA 02109

Acquia Cloud Enterprise - HA File System Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA File storage for resiliency, snapshots, monitoring and alerting	1	6/30/2019	6/29/2020
Compute-optimized, Large	2 CPU and 3.75GB of memory	2	6/30/2019	6/29/2020
Compute-optimized, XL	4 CPU and 7.5GB of memory	1	6/30/2019	6/29/2020
Compute-optimized, XL	4 CPU and 7.5GB of memory	2	6/30/2019	6/29/2020
Multi-Purpose, Large	2 CPU and 8GB of memory	2	6/30/2019	6/29/2020

Total for 1st Period

USD 82,692.90

2nd Period

Product Name	Product Description	Quantity	Start	End
Additional Code Base	ACE Per Additional Code Base Fee (2-9)	3	6/30/2020	6/29/2021
Acquia Cloud Enterprise: Premium - S7N	Annual subscription for Acquia Cloud Enterprise and Insight Tools; 1 code base; Premium RA; 24x7 Support Coverage; 1 Hour Critical Support Response Time; 2 Hour High Priority Support Response Time; 12 Advisory Hours; 10M Search queries; 250k Search docs; Acquia Academy	1	6/30/2020	6/29/2021
Acquia Cloud Enterprise - HA Database Magnetic Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA DB storage for resiliency, snapshots, monitoring and alerting	1	6/30/2020	6/29/2021
Acquia Cloud Enterprise - HA File System Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA File storage for resiliency, snapshots, monitoring and alerting	1	6/30/2020	6/29/2021
Compute-optimized, Large	2 CPU and 3.75GB of memory	2	6/30/2020	6/29/2021
Compute-optimized, XL	4 CPU and 7.5GB of memory	1	6/30/2020	6/29/2021
Compute-optimized, XL	4 CPU and 7.5GB of memory	2	6/30/2020	6/29/2021
Multi-Purpose, Large	2 CPU and 8GB of memory	2	6/30/2020	6/29/2021

Total for 2nd Period

USD 82,692.90

3rd Period

Product Name	Product Description	Quantity	Start	End

OFFER VALID UNTIL:

June 30, 2019

Confidential



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53 State Street, 10th Floor
Boston, MA 02109

Additional Code Base	ACE Per Additional Code Base Fee (2-9)	3	6/30/2021	6/29/2022
Acquia Cloud Enterprise: Premium - S7N	Annual subscription for Acquia Cloud Enterprise and Insight Tools; 1 code base; Premium RA; 24x7 Support Coverage; 1 Hour Critical Support Response Time; 2 Hour High Priority Support Response Time; 12 Advisory Hours; 10M Search queries; 250k Search docs; Acquia Academy	1	6/30/2021	6/29/2022
Acquia Cloud Enterprise - HA Database Magnetic Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA DB storage for resiliency, snapshots, monitoring and alerting	1	6/30/2021	6/29/2022
Acquia Cloud Enterprise - HA File System Storage & Disaster Recovery (100 GB)	Highly-available storage and disaster recovery system for your Drupal assets, including HA File storage for resiliency, snapshots, monitoring and alerting	1	6/30/2021	6/29/2022
Compute-optimized, Large	2 CPU and 3.75GB of memory	2	6/30/2021	6/29/2022
Compute-optimized, XL	4 CPU and 7.5GB of memory	1	6/30/2021	6/29/2022
Compute-optimized, XL	4 CPU and 7.5GB of memory	2	6/30/2021	6/29/2022
Multi-Purpose, Large	2 CPU and 8GB of memory	2	6/30/2021	6/29/2022

Total for 3rd Period USD 82,692.90

Order Total USD 248,078.70

This Order is entered into as of the date last signed below (the "Effective Date") between Acquia Inc. and the Customer listed above ("Customer"). If you have a valid, signed agreement with Acquia for the services herein then such agreement shall govern this Order; otherwise this Order incorporates and you hereby agree to be bound by and accept the Subscription and Services Agreement available at: <http://www.acquia.com/downloads/msa>.

The Documentation for all Acquia Products and Services including those ordered herein are set forth in the Product and Services Guide found at <https://docs.acquia.com/guide>.

Each of the parties has caused this Order to be executed on its behalf by its duly authorized representatives and agrees that an electronic signature constitutes a valid signature for such party.

ACQUIA
 By: _____
 Name: Joseph Bulens
 Title: VP of Finance

DocuSigned by:

 49ADFF7BE81D4D4...

CUSTOMER
 By: _____
 Name: _____
 Title: _____



53 State Street, 10th Floor
Boston, MA 02109

ORDER

Date: _____ May 30, 2019 | 9:46 PM EDT

Date: _____

Does Customer Issue Purchase Orders to vendors? _____

Please note that failure to promptly issue Purchase Order may cause delays in processing.