

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

THIS AGREEMENT, entered into this 18th day of June, 2013, 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, it is necessary and desirable that Contractor be retained for the purpose of providing County Acquia Enterprise Subscription services for hosting of its Drupal website, as outlined by this Agreement (the "Services").

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Enterprise Support Subscription Services Schedule to the Agreement By and Between Acquia, Inc. and County of San Mateo, Dated June 2013

Exhibit B—Statement of Work for Drupal Site Audit

Exhibit C—Statement of Work for Drupal Security Audit

Exhibit D—Payments and Fees to the Agreement By and Between Acquia, Inc. and County of San Mateo, Dated June 2013

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit D, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, B, and C.

3. Payments

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 THREE-HUNDRED FIVE THOUSAND TWO-HUNDRED NINETY-SEVEN DOLLARS (\$305,297.00).

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 time 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, 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 pre-approved 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.

4. Term and Termination

Subject to material compliance with all terms and conditions, the term of this

Agreement shall be from June 30, 2013, through June 29, 2016, as further outlined in this Section.

This Agreement may be terminated by County, the County Manager, 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, Acquia 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 Acquia's material breach, upon written request from County, Acquia 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, Acquia 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 Acquia due to County's uncured breach, in addition to any other remedies Acquia may have for such breach at law or in equity, County shall pay Acquia 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 Acquia for the period prior to the effective date of termination. Upon any termination or expiration of this Agreement or any applicable Exhibit, Acquia 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.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties and Confidentiality

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

County agrees to cooperate, as set forth in each Exhibit, with Contractor to the extent necessary for Contractor to perform its Services thereunder. County shall provide Contractor with access to County's personnel listed on each Exhibit (as applicable). Any delays resulting from County's failure to perform or fulfill its responsibilities (such as not having systems ready or failing to provide necessary data) will not affect the term of the applicable Service or the payment schedule.

As used in this Agreement, "Confidential Information" shall mean all confidential, proprietary or secret information, including without limitation plans, programs, specifications, techniques, processes, algorithms, inventions, methodologies, business plans, customer and vendor names, and other information or material, owned, possessed or used by either Contractor or County which is at any time so designated by such party prior to the time any such Confidential Information is disclosed to the other party. In addition, information which (i) would be apparent to a reasonable person familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party, and (ii) is orally or visually disclosed to the other party and identified as confidential at the time of disclosure, shall constitute Confidential Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, including the pricing listed in this Agreement and any Exhibits, is not Confidential Information and must be presented to County's Board of Supervisors in a public forum. Otherwise, Contractor's methodologies, work approaches, tutorials, procedures, techniques, algorithms, and processes shall constitute Contractor Confidential Information without the requirement of designating it as such either in writing or by use of a stamp or legend.

The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, contractor, consultant or advisor (collectively "Representatives") who has a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than required by this Agreement. The receiving party and its

Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The receiving party shall promptly notify the disclosing party upon becoming aware of a breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

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

Since County is subject to the California Public Records Act (the "PRA"), if County receives a request for any Confidential Information as defined by this Section, County will promptly give notice to Contractor of the request. Contractor must immediately (within ten days of any such request under the PRA) seek a court order if it wishes to have the requested materials withheld by County. County will cooperate with any such effort by Contractor to seek a Court order, but it is Contractor's sole obligation to seek and obtain a court order prohibiting County from disclosing material requested under the PRA within the ten-day timeframe. County is not liable to Contractor if Contractor fails to obtain a court order.

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the applicable requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the gross negligence or willful misconduct of County, its officers, agents, employees, or servants, directly resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that

this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 County Hold Harmless Regarding Content It Posts. To the extent allowable under applicable law, County shall indemnify, defend, and hold Contractor harmless from and against any and all losses resulting from a claim, suit, action, or proceeding brought by any third party against Contractor that arises out of or results from a claim by a third-party alleging that any website content created or posted by County infringes the intellectual property rights or proprietary rights of others or has caused harm to a third party.

7.3 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor confirms that the services it provides under this Agreement do not knowingly infringe, violate, trespass, or constitute the knowing and unauthorized use or misappropriation of any U.S. or European Union IP Rights of any third party. Except as provided for in Section 7.2, Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided by Contractor under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously

endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remains functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Neither party shall assign this Agreement or any portion thereof to a third party without the prior written consent of the other party. Any such assignment without the non-assigning's prior written consent shall give non-assigning the right to automatically and immediately terminate this Agreement. Contractor may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that Contractor shall remain liable for the actions or omissions of such independent contractors or subcontractors.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any cancellation of coverage under the policy. Contractor shall notify County if it otherwise reduces the insurance coverage required by this Section.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-

insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- ..
- (b) Motor Vehicle Liability Insurance \$1,000,000
- ..
- (c) Professional Liability \$1,000,000
- ...

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all applicable Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County

financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Ownership

Services. As between the parties, all intellectual property rights in and to the Services and documentation provided by Acquia (including all derivatives, modifications or improvements thereof) are and shall at all times remain the sole and exclusive property of Acquia, but Acquia grants to County a perpetual, royalty-free, non-exclusive, non-transferable license to use such documentation solely as necessary for and in conjunction with County's internal purposes in relation to the services provided under this Agreement. All suggestions, enhancements requests, feedback, recommendations or other input provided by County or any other party relating to the Services and all related intellectual property rights shall be owned by Contractor, and County hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by County.

Work Product. The parties agree that unless otherwise expressly set forth in a SOW, any and all materials and deliverables specifically developed for County and delivered to County in accordance with an Exhibit (collectively, "Work Product") are and shall be deemed works made for hire for County under the meaning of the copyright laws of the United States and any foreign jurisdiction recognizing such right of authorship. To the extent any Work Product is not considered a work made for hire, Contractor hereby assigns to County all intellectual property rights and interests in the Work Product including but not limited to any copyrights therein, subject to Contractor's retention of all right, title, and interest (including any and all intellectual property rights) it has in and to all Contractor Materials. To the extent that Contractor incorporates any Contractor Materials into any of the Work Product and subject to County's payment of all applicable fees, Contractor hereby grants to County a perpetual, royalty-free, non-exclusive, non-transferable license to use such Contractor Materials solely as necessary for and in conjunction with County's use of the Work Product (and not separate therefrom). For purposes of this Agreement,

“Contractor Materials” means all information, methodologies, data, ideas, concepts, know-how, techniques, documentation, software and development tools that Contractor possesses prior to the commencement of the Services or which it develops independent of any activities governed by this Agreement or any Exhibit, and any derivatives, modifications or enhancements made to any such property while performing the Services. County understands that some of the deliverables may include Open Source Software and third party software and that such software is licensed to County under the existing terms and conditions of the applicable license.

12. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor’s equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor’s employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

13. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

14. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit, relating solely to the Services provided by Contractor to County under this Agreement, of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all applicable program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, not more than once annually, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations related to this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

15. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the following rules apply: in relation to descriptions of services to be provided and other technology-related items, the terms and conditions of the Exhibit shall govern the Services covered thereby; in relation to general procedural or structural aspects of the engagement, including but not limited to the fiscal provisions of Section 3, above, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

16. Limited Warranty

In addition to any warranties included in an Exhibit, Contractor provides the following warranty to County:

Contractor warrants that it will (a) provide the Services in a competent and workmanlike manner and that the Services will be performed in accordance with the description on the applicable Order or SOW in all material respects, and (b) comply with all applicable laws, rules and regulations including data protection and privacy laws in connection with the performance of the Services. Contractor does not warrant that it will be able to correct all reported defects of its Services or that use of the Services will be uninterrupted or error free. Contractor makes no warranty regarding features or services provided by third parties that are not Contractor subcontractors. County must report any deficiency in Services to Contractor in writing within thirty (30) days of completion of such applicable portion of the Services; however if such deficiency pertains to a feature of the Services that cannot be assessed within thirty (30) days of completion of such applicable portion of the Services, then County must report any deficiency in Services to Contractor in writing within thirty (30) days of first discovery of the deficiency.

For any breach of the above warranty of which County notifies Contractor in writing, Contractor shall at no cost to County, use commercially reasonable efforts to remedy the breach as soon as reasonably practicable, including providing any remedial services necessary to enable the Services to conform to the warranty. County will provide Contractor with a reasonable opportunity to remedy any such breach and reasonable assistance (at request and at no cost to County) in remedying any defects. Except for any additional remedies set forth in any applicable Exhibit and provided that Contractor has remedied the Services, the remedies set out in this subsection are County's sole remedies for breach of the above warranties. Such remedy shall only apply if the applicable Services have been utilized by County in

accordance with this Agreement, the applicable Exhibit and applicable law.

Except as set forth above or in an Exhibit, Contractor makes no other representations, warranties or guarantees of any kind, either express or implied (including, without limitation, any warranties of merchantability, title or fitness for a particular purpose), in connection with this Agreement.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:
County Manager
400 County Center, First Floor
Redwood City, CA 94063
Facsimile: 650-363-1916**

**In the case of Contractor, to:
Deborah E. Gray
VP and General Counsel
25 Corporate Drive
Burlington, MA 01803
Facsimile: 781-238-8670**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ACQUIA, INC.

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit A
ENTERPRISE SUPPORT SUBSCRIPTION SERVICES SCHEDULE
TO THE AGREEMENT BY AND BETWEEN ACQUIA, INC. AND COUNTY OF
SAN MATEO, DATED JUNE 2013

In consideration of the payments set forth in Exhibit D, Contractor shall provide the following Services:

1. SCOPE

1.1. The Enterprise Services Subscription package includes services listed by this Exhibit based on the following rates:

Table: Annual Fees & Other Fees (For Service Years)

Description	Cost	Notes
Set-up Fee (one-time fee)	\$2,500	One-time cost, to be invoiced upon the start of the Agreement's term
Hosting Hardware: Year 1 (annual fee)	\$12,709 total <i>based on \$1,368 for Months 1-3</i> + <i>\$11,341 for Months 4-12</i>	Configuration: Medium for Dev/Stage Configuration: Multi-Tier Medium for Dev/Stage/Prod
Hosting Hardware: Year 2 (annual fee)	\$15,144 total (Months 13-24)	Configuration: Multi-Tier Medium for Dev/Stage/Prod
Hosting Hardware: Year 3 (annual fee)	\$15,144 total (Months 24-36)	Configuration: Multi-Tier Medium for Dev/Stage/Prod
SSL Certification	\$N/A	\$200 per SSL Cert per domain for additional certs (1)

Description	Cost	Notes
Web Hosting Services (annual fee)	\$65,000 per year	see Section 3
Diagnosis & Repair Support	Included	see Section 3.1
Advisory Support	Included	see Section 3.2
Remote Administration	Included	see Section 4
Contractor Network Services	Included	see Section 5
Total for Agreement's 3-year Term	\$240,497	

(1) Additional SSL certificates requested by County will be billed at \$200 per certificate.

1.2. Covered Sites (“Website(s)”)

Site Name	Site URL	Drupal Version	Comments
County of San Mateo	www.co.sanmateo.ca.us smcgov.org	7	Multi-Site Architecture
First 5 San Mateo County	www.first5sanmateo.org	7	
San Mateo County Green Portal	www.greensanmateocounty.org	7	
Human Services Agency (HSA)	www.smchsa.org	7	
HSA Vocational Rehabilitation Services	smchsavrs.org	7	
Coyote Point Marina	coyotepointmarina.com coyotepointmarina.net	7	
San Mateo County Department of Parks	www.sanmateocountyparks.org www.sanmateocountyparks.com www.sanmateoparks.org	7	

Site Name	Site URL	Drupal Version	Comments
	www.sanmateoparks.com eparks.net smcoparks.org www.smcoparks.com		
San Mateo Local Agency Formation Commission	www.sanmateolafco.org	7	
Department of Child Support Services	smcdcscs.com	7	
Department of Housing	www.smchousing.org www.smchousing.com	7	
San Mateo County Treasurer	sanmateocountytreasurer.org	7	
San Mateo County Tax Collector	sanmateocountytaxcollector.org	7	
Office of Public Safety Communications	www.smc911dispatch.org	7	

Note: The list of Website(s) may be updated from time-to-time by County by providing written notice to Contractor of such change (email is sufficient),. Changes to this list shall not incur additional charges under the Agreement. Only changes in usage or utilization or number of Website(s), as otherwise outlined by the Agreement, shall have increase the fees outlined in the Agreement. These additional fees are subject to the parties executing a mutually agreed upon amendment.

2. WEB HOSTING PRODUCTION SERVICES

2.1. Managed Cloud. Contractor agrees to host and maintain County's Website(s) as defined above in Section 2.2 on Contractor's Cloud hosting environment during the term of this Services Schedule. Contractor shall host the Website(s) in accordance with the service level standards set out below. Contractor shall use commercially reasonable efforts to prevent

unauthorized access to the servers hosting County's Website(s) and shall promptly notify County of any known security breaches.

2.2. Data Center Location. Unless otherwise agreed by the parties, Contractor will host the Website(s) from a datacenter located in the United States.

2.3. Description. The Web Hosting Service provides a high-availability hosting environment for one or more Drupal sites utilizing up to 2 TB of bandwidth per month, and including 100 GB of storage at any given time. Any monthly usage in excess of these amounts will be charged monthly in arrears at \$25 per 100 GB of bandwidth and \$50 per 100 GB of storage.

2.4. Contractor shall perform the Services from its own premises using remote electronic access to County's systems and accounts. County shall provide Contractor with administrative level access to all systems and accounts required to perform the requested tasks. County agrees to properly protect systems and electronic files unrelated to the performance of Contractor's tasks by using different administrative accounts having different passwords and other security measures as needed to limit the access of Contractor's remote administrator to just the systems required to perform the services.

2.5. Managed Services. Web Hosting Production Services includes up to:

Site Parameters for Website:	#
Monthly Page Views	1,000,000
Drupal Docroots (Code Bases)	1

A "Page View" is a request to load a single HTML file (web page) of an Internet site. On the World Wide Web, a page request would result from a web surfer clicking on a link on another 'page' pointing to the page in question. This should be contrasted with a "hit", which refers to a request for any file from a web server. There may therefore be many hits per 'page' view since an HTML 'page' can be made up of multiple files.

During the Initial Term, the annual fee for additional docroots is \$10,000. This fee will be pro rated monthly beginning with the month a docroot is added and will be billed quarterly to County. Following the Initial Term, the fee will be at Contractor's then current rate.

2.6. Backup and Disaster Recovery Snapshots

2.6.1. Backups. Contractor maintains a comprehensive backup solution which includes, without limitation, website code, static assets/files, and databases. Integrated backup facilities utilize Amazon's Elastic Block Store and Simple Storage Service. Contractor automatically exports MYSQL database one time per day and retains these

backups for three days. Additionally County may make on-demand backups of any database at any time on the Workflow tab of the Contractor Cloud UI, or via SSH/SCP. Contractor retains on-demand backups until County chooses to delete them and such back-up shall count against the storage space of County's account. County may download database backups as well as restore a previous backup on the Backups tab of the Contractor Cloud UI. At the Drupal code layer, County developed code may be managed and deployed by County via Contractor's Subversion (SVN or Git) code repository service. 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.

2.6.2. Disaster Recovery: Contractor Cloud makes internal disaster recovery snapshots of all County data every hour and retains these snapshots on a diminishing schedule for three months. In the unlikely event of a total data center loss or a loss of multiple disk systems, these backups will be used to restore County Website at another location within the same Region as quickly as commercially, reasonably possible given the context. Contractor does not provide County access to these backups and will not use these snapshots to restore sites due to data-loss or deletion by County.

2.6.3. Contractor Cloud utilizes Amazon's AWS infrastructure, which is physically remote from Contractor office facilities. A disaster affecting one or more of Contractor's offices would not impact the availability of County Websites or the security of County data. Amazon's AWS environment consists of major Regions and Availability Zones. AWS Availability Zones are separate yet interconnected data centers within major Regions in Amazon's global AWS infrastructure. Contractor Managed Cloud customer environments are built utilizing a highly available redundant architecture which distributes replicated redundant server types (load balancing, caching, web and database servers) across multiple Availability Zones within the same region. Contractor will use best efforts to restore the Services in an alternate Availability Zone, or Region in the event service in County's assigned Availability Zone or Region is severely impacted.

2.7. Additional Servers. County agrees that should Contractor become aware that the third party servers assigned to County's usage become overloaded due to greater than normal usage, Contractor will take reasonable actions to increase the server capacity in an effort to maintain site performance. County agrees that Contractor can unilaterally elect to add capacity up to three times the contracted capacity and that the excess capacity will remain provisioned for a minimum of five (5) calendar days. Such additional capacity will be billed at then current daily rates.

Contractor will also make reasonable efforts to contact County when it is determined a server upgrade is needed. Contractor reserves the right to not provision additional server capacity, if it determines that additional capacity is unlikely to significantly improve performance, including, without limitation, when the overload is caused by an error in County's software (e.g., PHP code) or during a denial-of-service attack. Any County requests for provisioning additional servers will also be billed at the then current daily for a minimum of five (5) calendar days. Acquia shall use commercially reasonable efforts to contact County prior to adding temporary additional server capacity. If County requests permanent additional server capacity, the parties shall agree upon a reasonable cost for such additional server capacity and execute a mutually agreed upon amendment.

2.8. County Content; County Representations.

2.8.1. County is solely responsible for all content of the Website(s) and files and data associated therewith (collectively, "County Content"). Contractor does not guarantee the accuracy, integrity or quality of County Content or source code of the Website(s). County retains ownership of all right, title and interest in and to all County Content. County is hereby approving Contractor's right to access, retain, use and disclose County Content solely for the purpose of providing Services hereunder.

2.8.2. County has all necessary rights and authority in the County Content to store and retrieve the County Content. County agrees not to use the Service in any manner other than as specified herein including not to store, transfer or distribute files for on behalf of third parties or for any form of file sharing. Third parties related to the County (such as Joint Power Authorities, Boards, Commissions, etc.) which utilize the County's Drupal framework and whose websites are therefore hosted under this Agreement do not violate the terms of this Section. In addition, the term "file sharing" refers to repeated downloading of content or information which is not owned by the County or which is not otherwise a legitimate part of services provided under the County's use of its Drupal site.

2.8.3. County has all necessary rights in the County Content to permit it to use the Service without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which it is bound.

2.8.4. County hereby represents it will not and will not permit its Users to (a) interfere or attempt to interfere with the proper working of the Services, the servers or any activity being conducted on the servers, (b) store or transmit infringing, libelous or otherwise unlawful or tortious material on the Website(s), or store or transmit material in

violation of third-party privacy or intellectual property rights, (c) promote or facilitate any illegal activity on the Website(s), (d) interfere with or disrupt the integrity or performance of the Services, or (e) use the Website(s) in any unlawful manner. Contractor, at its own discretion, may immediately disable County's access to the Services or remove all or a portion of the County Content, without refund, if Contractor believes in its sole discretion that County or any of its Users have violated any of the policies listed above or this Services Schedule.

- 2.8.5. Contractor is not responsible to County for unauthorized access to County's data or the unauthorized use of the Services unless the unauthorized access or use results from Contractor's failure to meet its obligations hereunder. County is responsible for the use of the Services by its employees, consultants and any other person to whom County has given access to the Services, and any person who gains access to County's data or the Services as a result of County's failure to use reasonable security precautions, even if such use was not authorized by County.
- 2.8.6. During the term of this Services Schedule, County hereby grants to Contractor a non-exclusive, non-transferable, royalty-free, worldwide license to publicly perform, publicly display and digitally perform the County Content only on or in conjunction with the hosting of the Website In accordance with the terms of this Services Schedule. County grants no rights other than expressly granted herein, and Contractor shall not exceed the scope of its license hereunder.
- 2.8.7. County will provide to Contractor at least two (2) business days advance written notice before performing any load tests or vulnerability tests on the Website(s). County understands that staging environment is a shared development staging environment and is only for low impact testing and development activities. Should County's use of the shared development staging environment adversely impact server performance, County will be required to move to a dedicated development staging environment and will need to pay the associated server fees.
- 2.8.8. County represents that it will not place excessive burdens on Contractor's CPUs, servers or other resources, including customer support services. County understands that bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in Contractor's need to place restrictions on County's use of the Services. County further agrees that Contractor may place restrictions on County's use of the Services, including support

services, to the extent they exceed the use of these resources for similarly situated customers.

2.9. Service Level Agreement for Web Hosting Production Services

2.9.1. During the term of this Services Schedule, subject to the terms and conditions below, Contractor shall use commercially reasonable efforts to make the production Website(s) available for 99.95% of the time in any calendar month. Unavailability means that the Web Hosting Service is unresponsive or responds with an error.

Availability will be calculated per calendar month, as follows:

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

Where:

- *total* means the total number of minutes for the calendar month
- *nonexcluded* means downtime/unavailability that is not *excluded*
- *excluded* means the following:
 - Any outages caused by a Force Majeure Event, network intrusions or denial of service attacks
 - Any outages that result from any actions or inactions of County or any third parties engaged by County
 - Any outages caused by programming errors in County's application(s), programming bugs in the third-party extensions/modules distributed on the Contractor website, missing County Content, errors caused by County code or Drupal configuration errors, or usage capacity in excess of the County purchased amount
 - Any outages lasting less than 1 minutes but no more than 3 such outages in a 24 hour period
 - Any outages related to emergency maintenance to County's Website(s) (e.g., to install security fixes)
 - Any outages resulting from scheduled maintenance (typically 11pm to 7am US Eastern Time), if Contractor notified County 48 hours prior to the commencement of the maintenance work (there will be no more than two (2) hours of scheduled maintenance downtime per calendar year). County shall notify Contractor at least one (1) month in advance of any critical times for County or its constituents and the parties will work together using commercially reasonable efforts to ensure that such scheduled maintenance will not adversely impact County's critical times.

- Unavailability that relates to any malware, viruses, Trojan horses, spyware, worms or other malicious or harmful code in the Website that was not introduced by Contractor or as a result of Contractor's failure to perform the Services in compliance with the standard included herein or in the Master Agreement
 - Acts or omissions caused by County's CDN
- 2.9.2. 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 (meaning there is not a substantive reduction in functional use of the pages affected by the unavailability).
- 2.9.3. Should Contractor fail to meet 99.95% general availability of the Website for a calendar month, for each one-half hour of unavailability County shall receive a one day extension of their subscription. To properly claim an extension, County must inform Contractor within fifteen (15) days of the purported outage and provide a full description of the Service interruption, including logs if applicable. County shall have access to regular uptime and outage reports and other log statistics.
- 2.9.4. If County has accumulated subscription extensions during two consecutive months or three months in any six month period, then County may terminate this Services Schedule upon seven (7) days advance written notice to Contractor. If County has accumulated subscription extensions for two consecutive months or three months in any six month period, and Contractor's failure to meet the availability standards set forth above are directly attributable to flaws in County's environment (including the underlying code) where, despite reasonable notification from Contractor that such flaws are adversely impacting availability, County fails to correct such flaws, then Contractor may terminate this Agreement upon 30 days written notice to County.
- 2.9.5. The subscription extensions and termination rights set forth above shall constitute County's sole and exclusive remedy and Contractor's sole and exclusive liability for any failure to maintain the availability of the Website.
- 2.9.6. In the event of any outages described above, Contractor shall 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 shall include hosting instances in more than one Availability Zone.

2.10. Contractor Warranties for Web Hosting Services.

Contractor represents and warrants that it shall and it shall cause its third-party datacenter facility operator to employ industry standards for security to safeguard County data such as password protection, data encryption and secure networks. Contractor further represents and warrants that it (i) abides by the EU Safe Harbor Framework as outlined by the U.S. Department of Commerce and the European Union, (ii) shall comply in the performance of the Services with all applicable laws and regulations, including, without limitation, all applicable federal, state, and local privacy laws or regulations, and (iii) will not introduce any malware, viruses, Trojan horses, spyware, worms or other malicious or harmful code into County's Website(s).

CONTRACTOR DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET COUNTY'S REQUIREMENTS, THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND COUNTY'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

3. SUPPORT SERVICES

3.1. Diagnosis and Repair Support

Diagnosis and repair support entitles County to engage Contractor personnel in the diagnosis and repair of Drupal functionality issues during the assembly or operation of County's Website(s). Diagnosis and repair support includes resolving issues with any Drupal core, contributed or custom module; with Drupal installation, configuration and usage tasks; with Drupal modules or themes not interacting as expected; and with a Drupal site not operating as expected within its environment. Diagnosis and repair may not be possible with modifications to Drupal core, certain integrations or custom modules.

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

patches. There is no limit to the number of support tickets County may submit under this Section.

3.2. Advisory Support

Advisory support entitles County to engage Contractor's Support and Engineering experts in discussions on best practices for generic topics including security, migration, performance tuning, module development, and architecture. Advisory support is limited to existing knowledge that can be transferred during a live conversation or via email and possibly supported by existing documentation. Site specific research and/or creation of any new deliverable(s) are out of scope for advisory support. Advisory support does not generate any deliverables. County shall be entitled to up to 12 hours per year of advisory support. Additional advisory support hours can be purchased by County in eight (8) hour increments at a cost of \$2,000 USD per eight (8) hours.

Examples of Advisory Support topics:

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

3.3. Support Request Procedures

3.3.1 For Non-Critical Requests

Support for Non-Critical requests is available during Contractor Business Hours through the support request and management tools made available to County by either:

- Online Ticket: County shall make requests of Contractor Support through Contractor's online ticket management system accessible via the Contractor Network on acquia.com.
- Phone: Monday – Friday (determined by County's address)
888-922-7842 or 978-296-5250 (North America) 8AM-8PM Eastern Time
44 1865 520 011 (Europe) 8AM-6PM Central European Time

There are no business hours during Contractor and public holidays in the applicable region. Contractor holidays can be found at <http://forums.acquia.com/holidays>.

- County shall provide a description of the issue or request, a description of the mission impact, and designate the level of urgency

of the request as High, Medium, or Low pursuant of the Service Level Agreement set forth in Section 3.4 below.

- Contractor will evaluate the request and provide an initial response within the time determined pursuant to Section 3.4.2.
- County shall work with Contractor to provide additional information about site functionality and related applications as needed to diagnose and resolve the issue.
- Contractor shall track progress notes and related communications in the ticket through resolution of the issue or request.
- Contractor will contact the County by phone or via the ticket to confirm details and initiate diagnosis.
- If making a request by phone then Contractor will open a ticket on the County's behalf for tracking the issue through resolution.

3.3.2 For Critical Requests

Support for Critical requests is available 24x7x365. Reporting by either online ticket or via phone will automatically initiate Contractor's emergency response by notifying on-call support staff and support management.

- Online Ticket: Tickets designated with Critical urgency will initiate internal alerts and designate the request for a priority response.
- Phone: When filing a Critical request via phone, press 6 from the main menu. This is a silent option not listed in the voice prompt. County will be directed to Critical Support voicemail.
- County shall leave a message with the name and phone number of the technical contact to be contacted, website name, and a description of the issue.
- Contractor will be provided with a clear description of the symptoms and any actions taken which may be related to the cause or attempted remedies.
 - Contractor's on-call staff member will take the following actions:
 - Contact the County reporting the issue or as otherwise designated.
 - Issue regular County and internal updates on an agreed frequency until resolution.

- o Initiate technical and management escalations as described below in Section 3.4.3 if progress is blocked.

3.4 Service Level Agreement for Support

3.4.1 Request Urgency

Contractor will, in the reasonable exercise of its discretion, determine the urgency of County requests using the information provided by County based upon the following criteria:

Urgency	Description
Critical	County's Installation is inoperative; or County's business operations or productivity are severely impacted with no available workaround; or is critical security issue.
High	County's Installation is operating but issue is causing significant disruption of County's business operations; workaround is unavailable or inadequate.
Medium	County's Installation is operating and issue's impact on County'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.

3.4.2 Initial Response Time

Contractor's initial response time for requests depends on the urgency of the request. Most typical or routine requests are "Medium" urgency.

Urgency	Initial Response Time
Critical	1 hour
High	2 hours
Medium	4 hours
Low	1 business day

3.4.3 Resolution and Escalation Procedures

In response to County's request for Support, Contractor shall work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and shall work continuously on all Critical and High issues until such fix or workaround is in place. All requests will be

escalated if a solution or plan of resolution cannot be achieved within the designated amount of time described below. Support management will be made aware of issues according to the timeframes set forth below in the Escalation Table.

Elapsed Time	Severity Critical	Severity High	Severity Medium	Severity Low
Immediately	Team Lead	--	--	--
2 hours	Support Manager	--	--	--
4 hours	Support VP	Team Lead	--	--
8 hours	--	Support Manager	--	--
16 hours	--	--	Team Lead	--
24 hours	Sr. VP / CTO	Support VP	--	Team Lead
32 hours	--	--	Support Manager	--
72 hours	President / CEO	Sr. VP / CTO	Support VP	Support Manager

For Contractor, the Support VP currently maps to the role of Head of Worldwide Customer Support; the Support Manager currently maps to the role of Senior Director of County Advisors and the Team Lead currently maps to the role of the Team Manager, Tier 1.

3.4.4 Authorized Contacts

County shall identify key stakeholders and subject matter experts and shall maintain their availability to provide information and make required decisions such that Contractor may deliver on requests in a timely manner. The table below lists the resources from Contractor and County, which together comprise the site administrative team.

Resource/Role
Chris Comparato VP Customer Solutions Email: chris.comparato@acquia.com Phone: 781-238-4216

Primary County Technical Contact Name: Jean-Francois Barthe, Platform Leader Email: jfbarthe@smcgov.org Phone: 650-363-7887
Primary County Business Contact Name: Beverly Thames, Web Manager Email: bthames@smcgov.org Phone: 650-363-1945

3.4.5 Request Submission and Fulfillment Procedures.

The Primary County Technical Contact shall submit up to six (6) names of authorized County Technical Contacts to Contractor. The Primary County Technical Contact may change its County Technical Contacts (but not the number) by providing written notice to Contractor. Only authorized County Technical Contacts may place a services request under this Services Schedule with Contractor. All requests shall be submitted via email or website tickets to Contractor. Phone conversations to discuss or clarify requests for anything beyond simple, straightforward changes are accepted and encouraged. Decisions and requests made by phone shall be confirmed by email or website tickets before action is taken to ensure clarity and proper authorization of the request. Contractor will use reasonable efforts to promptly inform County if any County request requires work beyond the scope of this Services Schedule. Completed requests shall be confirmed with County by email or website ticket. Where applicable, County shall make all relevant Website content and application data available in electronic form and on an agreed-to schedule as required by Contractor to complete requested work in a timely fashion. County shall inform Contractor of any changes made independently by County to the Installation, or to any component on which the Installation depends, upon completion of such changes.

4. REMOTE SITE ADMINISTRATION

The remote site administration services include a maximum of ten (10) Average Services Hours per month. Hours in excess of the maximum Average Services Hours may be subject to the Excess Usage fees described below. "Average Services Hours" are calculated as a six-month trailing average of monthly service hours required to fulfill County's remote administration requests by Contractor's Site Administrator(s). "Hours" is the time recorded on remote administration tickets within a calendar month independent of the request date or fulfillment status of a given ticket. An Average Service Hours calculation greater than the stated maximum noted above constitutes "Excess Usage" and may result in either a fee adjustment, or a one-time Excess Usage fee.

4.1 Scope of Services

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

4.1.1 Tasks within Scope of Services – The types of tasks that are typically within the scope of Contractor's Remote Site Administration service are:

- Drupal Administration
 - Updates or upgrades to Apache, PHP, Databases or the Operating System
 - LAMP stack changes pertaining to performance tuning
 - Drupal core security updates
 - Module installation and configuration
 - Module Security Updates
 - Module feature updates on request
 - Creation and modification of views and content types
 - Performance tuning as can be done via the user interface (UI)
 - Implementation of version control
- Web Server Administration
 - Review system logs to diagnose issues or upon request
 - Minor adjustments to Apache, MySQL, and PHP configuration
 - changes for service diagnostics, and deploy new sites/docroots.
 - apache.conf changes (i.e. modify conf change docroot locations, and add new sites)
 - php.ini changes (i.e. bump memory limit or enable error logging)
 - my.cnf changes (i.e. enable slow query logs, modify slow query time)

Site modification tasks are limited to those that may be accomplished within the Average Service Hours. Remote administration services are provided for the major Drupal version listed in this Services Schedule. Site modification tasks include making minor and occasional functionality adjustments typically needed for an operating site. Site modification tasks outside this scope of services need to be handled by

County, through Contractor's Professional Services at additional cost, or through a third-party.

Contractor will perform services for the major Drupal version of the Website(s) listed in Section 2.2 of this Services Schedule. (Contractor will continue to provide the Services outlined under this Agreement if County upgrades to Drupal 8; however, Contractor will not perform the upgrade under the terms of this Agreement.) Contractor will perform services for County's Drupal installation running on the County system architecture. Contractor requires access to one or more development/testing servers to facilitate the testing and deployment of updates in connection with the services. Contractor will assist with configuring three QA/development/test servers to support the test and deployment process using a code repository and revision control.

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

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

- Major version upgrades of Drupal
- Major version upgrades of Views, CCK, or other modules
- Custom module or theme development
- Significant changes to site design or architecture
- Building a new site
- Data migration from other sites, systems, or versions of Drupal
- In-depth performance or security analysis

- Content management, creation, or translation
- Graphic design
- Usability or accessibility testing
- Site load testing unless expressly included in Section 2

Contractor will not configure, diagnose, administer or repair:

- DNS or domains names
- Non-Contractor Cloud Hardware
- Software not directly related to running Drupal
- Integrations – (will diagnose up to the Drupal integration point)

5. CONTRACTOR NETWORK SERVICES

- 5.1. The subscription includes access to the Contractor Network, which includes Contractor Technology (defined below) and subscriptions to certain Third Party Services (defined below) provided over the Internet.
- 5.2 County's use of Contractor Search is limited to 10,000,000 search queries per subscription year. County's search index may not exceed 250,000 documents or 2,500 MB (2.5 GB) total disk space. County agrees that use of Contractor Search beyond this capacity will incur additional charges.

6. LICENSE TERMS.

- 6.1. Contractor Technology. As part of the Services, Contractor is providing to County access to proprietary software owned by Contractor. Such software is identified on Contractor's website (<http://acquia.com/products-services/Contractor-network>) and includes, without limitation, Contractor Search, Contractor Insight and automated spam blocking (the "Contractor Technology"). The Contractor Technology is subject to change during the Term without notice to County. Contractor Technology includes Publicly Available Software. County acknowledges that Publicly Available Software is licensed to County under the existing terms of such license(s). "Publicly Available Software" means any open source software, free software or any similar software. Subject to County's compliance with the terms and conditions of this Services Schedule, Contractor hereby grants to County a non-exclusive, non-transferable, revocable license for County and its Users to access and use the Contractor Technology solely for purposes of utilizing the Services. This license is restricted to use by County and its Users and does not include the right to permit any non-User to access or use the Contractor Technology. All rights not expressly granted to County are reserved by Contractor and its licensors. There are no implied rights.
- 6.2. Third Party Services. The Services include certain free subscriptions to third party services ("Third Party Services") that can be used by County in connection with the Contractor Services, including services from

companies associated with Contractor's Partner Program. Such Third Party Services are identified on Contractor's website at <http://www.acquia.com/products-services/acquia-network/whats-inside#Services>, and are subject to change during the Term without notice to County. County may opt to use these third party services at its sole discretion. County's use of any Third Party Services is subject to such provider's license, terms and conditions and any such licenses, terms, conditions, representations and/or warranties associated with such use, are solely between County and such third party provider. Contractor makes no representation or warranty with regard to any Third Party Service even if such provider is certified by Contractor or identified as a select or premier Contractor partner (or similar designation) and Contractor will not be responsible to County in any manner for any Third Party Service. Contractor does not provide any support for Third Party Services. Third Party Services are not considered Services.

- 6.3. License to Services/Reservation of Rights in Services. Subject to payment of the Fees, Contractor grants County and its authorized Users a non-exclusive, non-transferable (except as provided in this Services Schedule or the Master Agreement), non-licensable right to access and use the Services in accordance with the terms of this Services Schedule. County shall have no right to receive any object code or source code relating to the Services. Subject to the limited rights expressly granted in this Services Schedule or the Master Agreement, Contractor reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to County hereunder other than as expressly set forth herein.
- 6.4. License Restrictions. County may not, nor permit Users or anyone else to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services or Contractor Technology; (ii) modify, translate, or create derivative works based on the Services, or the Contractor Technology; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services or Contractor Technology; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Services or Contractor Technology; (vi) publish or disclose to third parties any evaluation of the Services or Contractor Technology without Contractor's prior written consent, (vii) create derivative works based on the Services or access the Services in order to build a competitive product or service, or (viii) copy any features, functions or graphics of the Services. A "User" shall mean any of County's employees, consultants, contractors or agents authorized to use the Services in accordance with the terms and conditions of this Services Schedule and for which an incremental cost is incurred in a Subscription.

7. TERM; TERMINATION

This Exhibit A shall only renew upon mutual, written consent of the parties. Upon the termination or expiration of this Services Schedule for any reason: (i) Contractor will no longer be obligated to provide the Services; and (ii) County shall immediately cease use of the Services. County's obligation to make a payment of any outstanding, unpaid fees shall survive termination.

EXCEPT AS SET FORTH IN THIS SERVICES SCHEDULE AND/OR IN THE MASTER AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE), IN CONNECTION WITH ITS SERVICES.

Exhibit B
Statement of Work for Drupal Site Audit

This Statement of Work is entered into as of this 18th day of June, 2013 (the “Effective Date”) by and between **County of San Mateo** (“Client”) and **Acquia, Inc.** (“Acquia”) and is deemed to be incorporated into that certain Agreement dated as of June 18, 2013, by and between Client and Acquia (the “Master Agreement”). Any terms used herein but not defined shall have the meaning ascribed to such term in the Master Agreement. Acquia shall perform the services set forth in this SOW (the “Services”). If Client wishes Acquia to perform additional Services above and beyond those set out in this SOW, the parties must execute a written change order describing the additional work and corresponding fees.

- 1. Name of Project.** Drupal Site Audit
- 2. Description of Project.** Client is currently operating a single web site using the Drupal social publishing system. Acquia will provide a focused assessment to evaluate the current environment for adherence to Drupal best practices. The assessment efforts will be delivered over the course of up to five days.
- 3. Scope.** Acquia will work remotely with Client over five consecutive days to audit Client’s web site for adherence to Drupal best practices for architecture, development, performance, configuration management, and security. As part of the assessment process, Acquia may work with the Client team to support and assist with initial changes to improve the site’s adherence to best practices.
 - 3.1. Site architecture walkthrough and analysis.** The Client team 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 the architecture as presented and provide a holistic analysis of the site based on each layer of the architecture.
 - 3.2. Contributed module review.** Acquia will review the contributed modules used on the site to assure that up-to-date versions of all modules are installed and identify whether the modules are running in their released state or whether they have been patched by site developers. The review will identify whether the modules selected for the site are the modules recommended and best supported by the community to meet the requirements they were selected to fulfill.
 - 3.3. Static performance and scalability assessment.** Acquia will complete a performance assessment using static analysis techniques. Static analysis will review the configuration of the Apache Web Server, Drupal

Social Publishing platform, and MySQL database to identify whether best performance practices have been applied to Client's environment.

3.4. **Content lifecycle management review.** Acquia will review with Client the lifecycle for site content from authoring through editorial review and publication and assure that the Drupal configuration is optimized to support the required editorial process.

3.5. **Configuration management assessment.** Acquia will review Client's procedures for managing the configuration of the deployed web site, including all site source code and Drupal site settings. This assessment will assure that proper procedures are followed for managing changes to the site through the development process.

3.6. **Custom module walkthrough and static analysis.** If the site has implemented any custom modules, Acquia will conduct code walkthroughs with the Client team to review the design and implementation against the best development practices for the current version of Drupal. Acquia will analyze the modules for Drupal best coding practices using the tools provided by the Drupal coder module.

4. **DELIVERABLES.** FOLLOWING 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. THE REPORT WILL BE PROVIDED WITHIN TWO DAYS OF THE COMPLETION OF THE ONSITE SESSIONS. AT CLIENT'S REQUEST, ACQUIA WILL PREPARE PROPOSALS TO APPLY THE ADDITIONAL RECOMMENDATIONS.

5. **DELIVERY TIMELINE.** THE SERVICES WILL BE DELIVERED OVER THE COURSE OF UP TO FIVE CONSECUTIVE DAYS. ALL SERVICES WILL BE DELIVERED REMOTELY. THIS SCHEDULE IS SUBJECT TO CHANGE BY MUTUAL AGREEMENT BETWEEN CLIENT AND ACQUIA.

6. **PROJECT LEADERS.** THE FOLLOWING TABLE LISTS THE PROJECT LEADER FOR REACH PARTY TO WHOM ALL MATTERS RELATING TO THE SERVICES WILL BE ADDRESSED.

Resource/Role	Company
Professional Services Contact Adriana Zeman, Managing Director adriana.zeman@acquia.com	Acquia

Project Sponsor	Client
Dave Holland, Assistant County Manager dholland@smcgov.org	

7. **Assumptions.**

- 7.1. Any delay in Acquia's performance that is caused by Client 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 for this SOW.
- 7.2. Client will identify key stakeholders and subject matter experts and assure that they are available to provide information and make required decisions in a manner that enables timely performance of the Acquia work.
- 7.3. Client will provide documentation of existing requirements, designs, and constraints at the start of the project.
- 7.4. Client will provide the Acquia team with access to all offices and systems required by Acquia to perform its work. The Acquia team will follow Client procedures required for access.
- 7.5. Client will make all web site content and application data available in electronic form and on the schedule required by Acquia to complete the work in a timely fashion.
- 7.6. Any on-site Services will be provided at a Client location within the continental United States.

8. **Pricing and Payment Schedule.**

- 8.1. **Services.** The fixed fee for the Services is US\$15,000 (Fifteen Thousand US Dollars). Acquia will invoice Client for this amount upon completion of the Services.
- 8.2. **Expenses.** Client will be responsible for the reasonable travel and living expenses, if any, incurred by Acquia's staff in connection with the performance of Services. Acquia invoices will provide summary level expense reporting without receipts. Expenses under this SOW shall be no more than \$6,000, and Acquia does not anticipate any travel under this SOW at the time the execution of the Agreement.
- 8.3. **Payment.** Client shall pay all invoices in accordance with the terms of the Master Agreement. All fees and expenses under this Exhibit are subject to the not-to-exceed amount listed in Section 3 of the Agreement.

9. **Client Responsibilities.** Acquia's performance under this SOW is at all times dependent upon Client's timely and satisfactory performance of any Client responsibilities set forth in the SOW. Acquia will be relieved of its obligations

(e.g., delivery dates) to the extent fulfillment of them is dependent upon Client responsibilities that are not met. Client is solely responsible for the use to which it puts any deliverable or information provided by Acquia hereunder and any decisions it makes in using such deliverable or information. Client represents and warrants that it has all right and authority from any third party suppliers to allow Acquia to perform the Services under this SOW and will defend, indemnify, and hold harmless Acquia from any claims or damages incurred relating thereto.

10. **Access to Client Facilities.** Client agrees to respond to requests from Acquia for approvals, decisions or other actions in connection with the performance of Acquia's obligations under this SOW within a reasonable period of time. Client agrees to provide to Acquia, without charge, sufficient working and storage space and utility services at Client's facility or facilities and with reasonable access to Client's personnel, files, and equipment in order to perform its obligations under this Agreement. Acquia agrees to comply with such reasonable written security procedures as Client may establish and provide to Acquia prior to the provision of the Services.
11. **Miscellaneous.** This SOW may only be modified or amended by a document identifying itself as an amendment hereto and signed by an authorized representative of each party. No right or obligation arising under this SOW will be deemed waived unless the waiver is set forth in writing and signed by the waiving party. Failure or delay of a party to exercise any right or remedy will not constitute a waiver of rights or remedies. In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of this SOW shall govern.
12. **Scheduling of Services.** The Services outlined by this SOW shall be scheduled upon the request of County at a mutually agreed-upon time.

Exhibit C

Statement of Work for Drupal Security Audit

This Statement of Work is entered into as of this 18th day of June, 2013 (the “Effective Date”) by and between the **County of San Mateo** (“Client”) and **Acquia, Inc.** (“Acquia”) and is deemed to be incorporated into that certain Agreement dated as of June 18, 2013 by and between Client and Acquia (the “Master Agreement”). Any terms used herein but not defined shall have the meaning ascribed to such term in the Master Agreement. Acquia shall perform the services set forth in this SOW (the “Services”). If Client wishes Acquia to perform additional Services above and beyond those set out in this SOW, the parties must execute a written change order describing the additional work and corresponding fees.

- 1. Name of Project.** Drupal Security Audit
- 2. Description of Project.** Client is currently operating a single web site using the Drupal social publishing system. Acquia will provide a focused assessment to evaluate the security of the web site against recognized best practices.
- 3. Scope.** Acquia will work onsite or remotely with Client over five consecutive days to audit Client’s web site for adherence to recognized security best practices. Acquia identifies commonly exploited security holes and provides instructions on how to close them before they can be used against the customers website. As part of the assessment process, Acquia may work with the Client team to support and assist with initial changes to improve the site’s adherence to best practices.
 - 3.1. Client expectations.** Acquia will engage all responsible parties in Client team to determine security expectations and potential risks from the site.
 - 3.2. Drupal update status & static analysis.** Acquia will check the Drupal core and contributed modules for their update status and identify projects that have security updates available. In addition, Acquia will analyze the modules for Drupal best coding practices using the tools provided by a mix of open source and Acquia proprietary tools.
 - 3.3. Drupal configuration security practices.** Acquia will perform a Drupal configuration review that will include a review of user roles and permissions and other areas that are prone to insecure configuration.
 - 3.4. Custom module & theme walkthrough.** If the site has implemented any custom modules or themes, Acquia will conduct code walkthroughs with the Client team to review the security and their implementation against

the best security practices and identify potential risks in those modules & themes.

4. **DELIVERABLES.** AT THE CONCLUSION OF THE SERVICES, ACQUIA WILL PROVIDE A **SITE SECURITY ASSESSMENT REPORT** DETAILING FINDINGS OF THE SECURITY AUDIT, ALONG WITH RECOMMENDATIONS FOR APPLYING ANY IMPROVEMENTS THAT COULD NOT BE ACCOMPLISHED DURING THE SERVICES. THE REPORT WILL BE PROVIDED WITHIN ONE WEEK OF THE COMPLETION OF THE ONSITE SESSIONS. AT CLIENT'S REQUEST, ACQUIA WILL PREPARE A PROPOSAL TO APPLY THE ADDITIONAL RECOMMENDATIONS. ACQUIA WILL REVIEW THE REPORT WITH PROJECT STAKEHOLDERS AND TECHNICAL TEAM MEMBERS TO ENSURE THE BUSINESS RISKS AND TECHNICAL SUGGESTIONS ARE CLEARLY UNDERSTOOD AND PRIORITIZED APPROPRIATELY.
5. **DELIVERY TIMELINE.** THE SERVICES WILL BE DELIVERED OVER THE COURSE OF UP TO FIVE CONSECUTIVE DAYS: FOUR (4) CONTINUOUS DAYS ONSITE; ONE (1) REMOTE. THIS SCHEDULE IS SUBJECT TO CHANGE BY MUTUAL AGREEMENT BETWEEN CLIENT AND ACQUIA.
6. **PROJECT LEADERS.** THE FOLLOWING TABLE LISTS THE PROJECT LEADER FOR REACH PARTY TO WHOM ALL MATTERS RELATING TO THE SERVICES WILL BE ADDRESSED.

Resource/Role	Company
Professional Services Contact Adriana Zeman, Managing Director adriana.zeman@acquia.com	Acquia
Project Sponsor Dave Holland, Assistant County Manager dholland@smcgov.org	Client

7. **Assumptions.**
 - 7.1. Any delay in Acquia's performance that is caused by Client 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 for this SOW.
 - 7.2. Client will identify key stakeholders and subject matter experts and assure that they are available to provide information and make required decisions in a manner that enables timely performance of the Acquia work.

- 7.3. Client will provide documentation of existing requirements, designs, and constraints at the start of the project.
- 7.4. Client acknowledges that a security audit might harm user data saved on the website and will perform a full site and infrastructure backup before the audit begins. Acquia will follow standard audit procedures to ensure a minimal chance of endangering any user data.
- 7.5. Client will provide the Acquia team with access to all offices and systems required by Acquia to perform its work. The Acquia team will follow Client procedures required for access.
- 7.6. In order to perform a basic penetration testing, Client will provide Acquia with a copy of the website that is not directly visible to other visitors.
- 7.7. Client will make all web site content and application data available in electronic form and on the schedule required by Acquia to complete the work in a timely fashion.
- 7.8. Any on-site Services will be provided at a Client location.

8. PRICING AND PAYMENT SCHEDULE.

8.1. **SERVICES.** THE FIXED FEE FOR THE SERVICES IS US\$15,000 (FIFTEEN THOUSAND US DOLLARS). ACQUIA WILL INVOICE CLIENT FOR THIS AMOUNT UPON COMPLETION OF THE SERVICES.

8.2. **Expenses.** Client will be responsible for the reasonable travel and living expenses, if any, incurred by Acquia's staff in connection with the performance of Services. Acquia invoices will provide summary level expense reporting without receipts. Expenses under this SOW shall be no more than \$6,000, and Acquia does not anticipate any travel under this SOW at the time the execution of the Agreement.

8.3. **Payment.** Client shall pay all invoices in accordance with the terms of the Master Agreement. All fees and expenses under this Exhibit are subject to the not-to-exceed amount listed in Section 3 of the Agreement.

9. **Client Responsibilities.** Acquia's performance under this SOW is at all times dependent upon Client's timely and satisfactory performance of any Client responsibilities set forth in the SOW. Acquia will be relieved of its obligations (e.g., delivery dates) to the extent fulfillment of them is dependent upon Client responsibilities that are not met. Client is solely responsible for the use to which it puts any deliverable or information provided by Acquia hereunder and any decisions it makes in using such deliverable or information. Client represents and warrants that it has all right and authority from any third party suppliers to allow Acquia to perform the Services under this SOW and will

defend, indemnify, and hold harmless Acquia from any claims or damages incurred relating thereto.

10. **Access to Client Facilities.** Each party shall designate a project leader to whom all matters relating to the Services will be addressed. Client agrees to respond to requests from Acquia for approvals, decisions or other actions in connection with the performance of Acquia's obligations under this SOW within a reasonable period of time. Client agrees to provide to Acquia, without charge, sufficient working and storage space and utility services at Client's facility or facilities and with reasonable access to Client's personnel, files, and equipment in order to perform its obligations under this Agreement. Acquia agrees to comply with such reasonable written security procedures as Client may establish and provide to Acquia prior to the provision of the Services.
11. **Miscellaneous.** This SOW may only be modified or amended by a document identifying itself as an amendment hereto and signed by an authorized representative of each party. No right or obligation arising under this SOW will be deemed waived unless the waiver is set forth in writing and signed by the waiving party. Failure or delay of a party to exercise any right or remedy will not constitute a waiver of rights or remedies. In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of this SOW shall govern.
12. **Scheduling of Services.** The Services outlined by this SOW shall be scheduled upon the request of County at a mutually agreed-upon time.

Exhibit D
PAYMENTS AND FEES TO THE AGREEMENT BY AND BETWEEN ACQUIA,
INC. AND COUNTY OF SAN MATEO, DATED JUNE 2013

In consideration of the services provided by Contractor in Exhibits A, B, and C, County shall pay Contractor based on the following fee schedule:

Exhibit A

County is purchasing a three (3) year Enterprise Subscription, which shall begin June 30, 2013. For each Service Year, County shall pay the annual amounts listed (Hosting Hardware annual fee plus Web Hosting Services annual fee) on the table in Section 1.1 of Exhibit A in advance to Contractor for the Subscription. County shall also pay the one-time set-up fee of \$2,500, to be invoiced at the start of the Agreement's term. Payment for Services are due within forty five (45) days of County's receipt of an invoice from Acquia.

Except as otherwise outlined by the Agreement, County shall pay for all fees for the entire Subscription whether or not County uses the Services or all the support to which it is entitled in the Subscription. County shall make any fee payments for renewal at the end of each expiring Service Year at the subscription rates listed under Exhibit A.

Exhibit B

The fixed fee for the Services is US\$15,000 (Fifteen Thousand US Dollars). Acquia will invoice Client for this amount upon completion of the Services. Client will be responsible for the reasonable travel and living expenses (up to US\$6,000 (Six Thousand US Dollars)), if any, incurred by Acquia's staff in connection with the performance of Services. Acquia invoices will provide summary level expense reporting without receipts.

Exhibit C

The fixed fee for the Services is US\$15,000 (Fifteen Thousand US Dollars). Acquia will invoice Client for this amount upon completion of the Services. Client will be responsible for the reasonable travel and living expenses (up to US\$6,000 (Six Thousand US Dollars)), if any, incurred by Acquia's staff in connection with the performance of Services. Acquia invoices will provide summary level expense reporting without receipts.

Collectively all Services provided under Exhibits A, B, and C are subject to the not-to-exceed amount listed in Section 3 of the Agreement, and in no event shall County be responsible for payments above that amount unless the parties have executed a mutually agreed upon Amendment.