

## ACQUIA CLOUD FOR PARTNERS SERVICES AGREEMENT

### 1. ACCEPTANCE OF TERMS.

Your use of Acquia Cloud for Partners is governed by these Terms of Service, the Acquia Acceptable Use Policy (<https://www.acquia.com/about-us/legal/acquia-acceptable-use-policy>), and the Acquia Privacy Policy (<https://www.acquia.com/about-us/legal/privacy-policy>), (together, the "Agreement" or the "Terms"). We reserve the right to update and change these Terms, or the Services, from time to time without notice to you. Any changes are effective immediately upon posting by us. These Terms are effective as soon as you check the box agreeing to these Terms.

### 2. THE SERVICES.

After you check the box agreeing to these Terms, we will provide you with access to our free version of our developer-hosting environment, Acquia Cloud for Partners ("ACP" or the "Services"). The Services have limited availability and are being provided 'AS IS' without any warranties of any kind. We provide no assistance with migrating data onto Acquia Cloud for Partners. You will not receive any object code or source code relating to the Services. Subject to the limited rights expressly granted to you, Acquia reserves all rights, title and interest in and to the Services, including all related intellectual property rights. Except as expressly set forth herein, no rights are granted to you in the Services.

You may use Acquia Cloud for Partners to develop websites, including production sites for you and your clients, with limitations as set forth in this Agreement. Should you require features, tools, or support beyond this offering, additional Acquia products and services must be purchased.

Acquia Cloud for Partners comes with a "Set Capacity", which is set forth in the Acquia Cloud For Partners: Frequently Asked Questions ("FAQs") <https://partners.acquia.com/acquia-cloud-partners-frequently-asked-questions>. You may develop as many sites as you like, provided you do not exceed the Set Capacity. The first time your use of the Services exceeds the Set Capacity, we will upsize your resources for one week, after which time we will downsize automatically. Should your use of the environment adversely impact server performance or should you regularly consume what we consider to be excessive shared server capacity (e.g., cpu, memory, disk, PHP processes), your access to ACP may be terminated.

We may suspend Services at our sole discretion, without liability of any kind. We may provide you with prior notification of any such suspension but you acknowledge that we are not required to do so. We may suspend or terminate your use of the Services immediately if you violate these Terms.

Support is limited for ACP as set forth in the FAQs. We make no commitments of any kind, in regards to service availability. Acquia will not provide Drupal application support with the Services.

We disclaim all warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not promise that (i) the use of the Services will be uninterrupted, error-free or completely secure, or (ii) the Services will meet your requirements or expectations.

### 3. YOUR OBLIGATIONS

You must comply with laws, rules, and/or regulations applicable to your use of the Services, and these Terms. You are responsible for the accuracy, quality, and legality of any data, records, files, images, graphics, audio, video, photographs, reports, forms and other content and material, in any format, that are submitted, stored, posted, displayed, transmitted or otherwise used with the Services ("Content"). You may not use the Services with, or for any health, payment card or other sensitive personal information that requires specific regulatory, legal or industry data security obligations for the processing of such data ("Regulated Data").

You acknowledge that ACP may only be used as set forth in this Agreement and you will cause any third party using the Services to do the same. You understand and acknowledge that by using the Services for

the benefit of a third party, you agree that you accept any and all responsibility and liability for such party's use and for your use on their behalf.

You must provide us with accurate information, including, but not limited to, account permissions, billing, and other account information, if applicable.

You must use reasonable efforts to prevent unauthorized access to or use of the Services, and notify Acquia immediately if you have reason to believe such access or use exists. You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use the Services and all costs and fees associated therewith.

You will not perform any load tests or vulnerability tests on websites hosted on ACP. You must cooperate with our reasonable investigation of Services outages, security problems, and any suspected breach of this Agreement.

You may not use the Services to store, collect, transmit or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third party rights. You may not use the Services to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

You may not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services; (iv) use the Services for timesharing or service bureau purposes; (v) modify, remove or obscure any copyright, trademark or other proprietary rights notices from the Services; (vi) publish or disclose to third parties any evaluation of the Services without Acquia's prior written consent, (vii) use the Services in order to build a competitive product or service, or (viii) copy any features, functions or graphics of the Services.

You may not register for the Services using email addresses from throw-away email address providers such as mailinator.com, 10minuteemail.com, guerrillamail.com, yotmail.com, tempinbo.com and instantemail.com. You agree to comply with all applicable laws, rules and regulations including the CAN-SPAM Act.

#### 4. YOUR RIGHTS IN THE CONTENT

You represent that you have all necessary rights in the Content to permit you to use the Services without infringing, violating or otherwise interfering with any copyright, trademark or intellectual property rights of another, violating any applicable laws or violating the terms of any license or agreement to which you are bound. You retain ownership of all right, title and interest in and to all your Content. By using the Services, you give us and our authorized agents permission to use, process, display and transmit the Content as necessary for us to provide the Services in accordance with this Agreement. This permission exists only for as long as you continue to use the Services. We respect the intellectual property rights of others and expect you to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (the "DMCA") and our response to such notices may include removing or disabling access to any allegedly infringing Content, suspending your access to the Services, and terminating access to the Services if we do not receive a satisfactory response from you following receipt of an infringement notice.

#### 5. UNAUTHORIZED ACCESS TO THE CONTENT OR USE OF THE SERVICES

We are not responsible to you or any third party for unauthorized access to the Content or the unauthorized use of the Services. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to the Content or the Services, even if you did not authorize such use.

#### 6. TERM AND TERMINATION

The term of your Acquia Cloud for Partners subscription starts at the time you accept this Agreement ("the Effective Date") and continues for one year from the Effective Date. The subscription will automatically renew for additional one-year periods unless you or Acquia give notice of nonrenewal at least 30 days before the end of the current term.

Either of us may terminate this Agreement at any time, for any or no reason, by giving 30 days written notice prior to termination. If you do not use the Services for 90 days or more, your access to the Services may be automatically terminated. Your access to the Services will cease immediately upon termination.

You shall maintain a local copy of all data uploaded or stored on ACP. WE SHALL NOT RESTORE CONTENT UPON YOUR REQUEST. WE WILL NOT RETAIN ANY CONTENT AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT. ALL CONTENT IS DELETED (A) FROM THE SERVERS AT THE TIME THE ACP IS TERMINATED AND (B) FROM BACK-UPS DURING SCHEDULED BACK UP ROTATION. WE SHALL NOT RESTORE, "BURN" TO CD, OR SEND OUT ANY CONTENT PERTAINING TO TERMINATED ACCOUNTS. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR ANY LOSS OF CONTENT.

#### 7. CONFIDENTIAL INFORMATION.

Each of us agrees not to use the other's Confidential Information, except as required by law or in response to a subpoena or other legal process; provided that each of us agrees to give the other seven (7) days advance notice (where legally permitted) prior to disclosing Confidential Information. "Confidential Information" means all information disclosed by one of us to the other, whether before or after the Effective Date of this Agreement, that the recipient should reasonably understand to be confidential including: (i) for you, all information transmitted to or from, or stored on, ACP, (ii) for Acquia, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party. We may use your registration information to contact you for marketing purposes.

#### 8. INDEMNIFICATION

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, partners and employees harmless from any claim or demand (including reasonable attorneys' fees, and any damages award, fine or other amount imposed on us) made by any third party due to or arising out of your Content, inappropriate use of the Services, violation of this Agreement, violation of law, or infringement of the intellectual property rights of any third party. Your obligations under this subsection include claims arising out of the acts or omissions of your employees and agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. We may select legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. You must pay expenses due under this Section as we incur them.

#### 9. LIMITATION OF LIABILITY

We are not be labile to you for special, indirect, incidental, consequential, punitive, exemplary or other similar damages, including, without limitation, loss revenue or profits, in any way arising out of or related to the use of the Services even if we have been advised of the possibility of such damages. We are not labile to you for any lost data or Content. Our maximum aggregate liability for all claims by you relating to your use of the Services is limited to Twenty-Five Dollars (\$25.00).

#### 10. EXPORT

You represent and warrant that you, or any third party you provide access to the Services, are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Acquia is legally prohibited to provide the Services. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. You acknowledge that the Services

may be subject to the U.S. export control and sanctions laws (including the Export Administration Regulations ("Export Controls")) and that you will comply with all applicable Export Controls.

## 11. GENERAL

You may not assign this Agreement to another party. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. In the event of any dispute or claim arising out of this Agreement cannot be resolved within thirty (30) days, either party may make a written demand for one day mediation. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Boston, Massachusetts. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. All aspects of the arbitration shall be treated as confidential and will not be disclosed by either party except as necessary to comply with legal or regulatory requirements. Judgment on the arbitrator's award may be entered in any court having jurisdiction. Each party shall bear its own costs of the arbitration. The fees and expenses of the mediator and the arbitrator shall be shared equally by the parties. If any parts of these Terms are found to be invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of these Terms will remain in full force. Nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed by you within one (1) year after such claim or cause of action arose or be forever barred. More than one person's claims may not be consolidated under any circumstances in any form of any class or representative proceeding or otherwise.

This Agreement is the only agreement between you and Acquia regarding Acquia Cloud for Partners.