

Simple Information Inc



Web Design and Development with Drupal

Price Proposal for:
The City of Asheville
Website Redesign Services
Due: Friday, February 12, 2016

Submitted by:
J.R. Maroney, CEO and Co-Founder
jr@simpleinformation.com
800.712.8823
Simple Information, Inc.
2901 E. Baltimore St
Baltimore, MD 21224

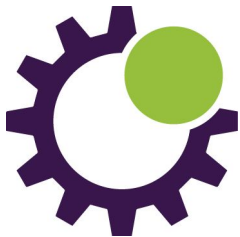


February 2016

Christy Edwards
Web Content Manager
The City of Asheville

Dear Christy Edwards,

Thank you for this opportunity to offer our services to redesign www.ashevillenc.gov (the City). SimpleInformation.com (SI) is a trusted name in the web development/design industry, and we've got years of experience using the Drupal content management system. Your website is your window to the world, responsible for making a great impression to current and potential members, disseminating knowledge to the world, connecting members, and more. Don't trust the development of your new web presence to a firm that is not qualified or over-priced.



Whether it be designing an awesome Drupal Theme, developing and maintaining an enterprise across multiple servers, or migrating a current site to the most up to date Drupal version, our team will provide the community with an intuitive, functional, user-friendly and attractive website. This website we make for you will exemplify the character and uniqueness of Asheville.

We provide cost effective solutions that work. Just ask our current clients. We are Acquia (Drupal) partners and leaders in the Drupal community (creators and host sponsors of Baltimore Drupal Camp). Furthermore, our training program is first rate, helping our clients improve the skill level of their employees at an alarming rate. And with our fanatical support, our clients are never far from an answer to their questions. We've never lost a client!

Sincerely,

A handwritten signature in black ink, appearing to read 'J.R. Maroney'.

J.R. Maroney
CEO and Co-Founder
Simple Information Inc.
jr@simpleinformation.com

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Proposal Requirements

1. References



When you're the world's largest antique doll auction house, you need a website that can manage an unlimited amount of content and be able to quickly and efficiently process requests to purchase items like catalogs and subscriptions for customers all over the globe. Most doll purchasers are not "techie" so the site must also be extremely user friendly and easy to navigate. In the auction business, time to publish is everything so it must have a platform that lets staff members quickly publish new content and products.

Theriault's old site was based on ColdFusion, a technology no longer preferred for websites and web applications. SI migrated over 150,000 catalogs and lots from the ColdFusion database to Drupal. Not only was the technology dated, but license fees alone cost thousands of dollars a month. Because Drupal is open source, the cost of these fees was reduced to \$0.00.

SI worked with Theriault's in-house designers to develop a theme to correctly match the company's branding. Antique doll fans are often obsessive about detail so Theriault's designers wanted the same attention to detail in their website. SI also used analytics to design a user interface that made it easy for users to find what they need.

Theriaults.com - Florence Theriault - 800-638-0422

CONEXXUS solve forward

LOGIN

ABOUT MEMBERSHIP GROUPS NEWS RESOURCES CONTACT US

Enabling Connections.
Finding Solutions.

Conexus addresses technology standards to improve business processes, reduce costs and increase productivity for the convenience and fuel retailing industry

Retailers Suppliers

Service Providers Associations

If you have ever filled up a car, bought a snack on a long road trip, or made a late night run for some milk, then most likely you have visited a Conexus associated service station. Conexus.org, a subsidiary of the National Association of Convenience Stores (NACS), manages standards and procedures for approximately 129 member organizations around the globe including American Express, Mapco, Shell, SUNOCO, PEPSICO, just to name a few. Conexus was known as "PCATS" at the time they signed with SI in the summer of 2013. PCATS had just started a complete rebranding, changing from PCATS (Petroleum Convenience Alliance for Technology Standards) to the new name and brand, Conexus.

SI started by building a comprehensive outline of the current processes and mapping them to standard Drupal functionality available via either core or release contributed modules. Conexus would be introducing the new site, as well as the new brand, at their annual conference. On the day of the announcement, the site reached elevated traffic levels while members checked out the new goods. Conexus was able to complete their conference with a successful go-live and continues to work with SI on phase II projects and features.

Conexus.org - Linda Toth - 703-518-7960



The Mid-Atlantic Association of Community Health Centers (MACHC) is a 32-year old non-profit membership organization, whose members consist of community, migrant, and homeless health centers; including local non-profit and community-owned healthcare programs. MACHC and their members are committed to providing healthcare to the disadvantaged and uninsured.

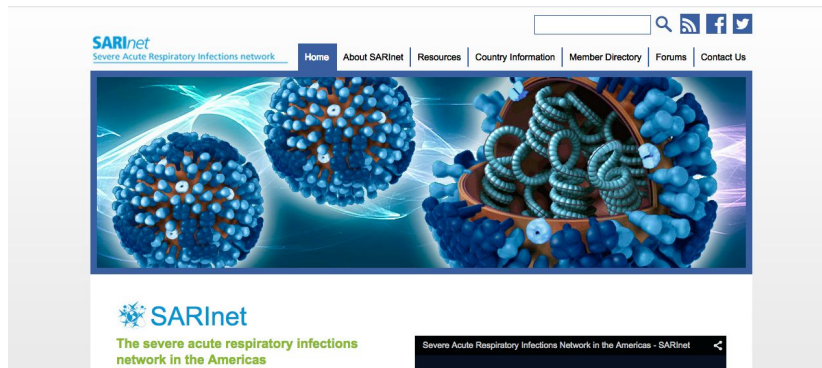
Their ultimate goal is to provide accessible, affordable, cost effective, and quality primary health care to those in need.

MACHC's website was beginning to show signs of aging, and they wanted a fresh new look for both their providers and consumers. The site had significant performance issues and had fallen behind in both Drupal and CiviCRM updates by a few major versions. MACHC wanted to make it easy for their members to provide information for accessible healthcare. They also wanted to simplify the process for people seeking treatment with a simplified menu layout, refreshed health-care locator, and fresh new redesign for their front pages.

Since MACHC had performance issues and its Drupal and CiviCRM were outdated, SI quickly upgraded their CiviCRM to the latest version and added various performance tweaks to help the application run quicker. SI also updated their Drupal version and all of the Drupal modules employed.

By streamlining the menus and moving around certain aspects of their front page, SI created a simpler site for both the healthcare providers and those seeking healthcare. With the new ease of navigation, the time to visit their website and find out relevant information was cut down significantly. SI fixed up the health center locator, making it provide a simple to use GUI to find and locate the closest MACHC related health centers. SI moved the site to a dedicated environment optimized for Drupal. SEO analysis now show that users are able to quickly find relevant content. MACHC has asked SI to stay on for site maintenance, SEO analysis, and site updates.

Machc.com - Monique Alexander - 301-577-0097



The Pan American Health Organization (PAHO), a division of the World Health Organization chose SI to improve the look, usability, and functionality of their main website. SI worked with PAHO on a design that looked aesthetically

appealing and helped users, mostly medical researchers, find the data and/or research they needed. SI was able to raise the usability of the site significantly by utilizing User Interface design (UX) and advanced modules in Drupal.

One of the first items SI addressed was creating more discussion and making it easier for researchers to share ideas. To do this SI made a forum where members and contributors could discuss a variety of topics. Since many of SARInet's researchers are based in South America, SI needed to make sure everything on the forum was easily translatable between English and Spanish. With one click of the language option, a user or editor can switch between Spanish and English at ease. A language barrier should be no barrier to the advancement of science.

A significant part of the project was dedicated to creating a library of files for SARInet to better track and search files used by researchers and general users. Previously SARInet had been attaching files to individual pages using a WYSIWYG editor. While a decent solution initially, it became difficult to manage the documents as the number of files increased significantly. It was also not possible to find these files in search. SI added a taxonomy-based library system where each file is an individual node. SARInet now uploads each file as a separate entity and assigns taxonomy (keywords) to the file. This also helps SARInet users search through all documents available to them. Documents are better presented on the website, and the new document management system is scalable; it now manages tens of thousands of documents easily.

PAHO's main pool of users are in Central America, South America, and the United States; It was critical that the site be fully functional in both languages. SI used contributed Drupal modules that generate content in both languages. Content creators can easily add content in both languages. A clearly visible dropdown on the landing page allows users to switch between Spanish and English. Other languages can also be added if required in the future.

SARInet.org - Yiselis Perez, Admin. Assistant - +1-202-974-3175 - perezy@paho.org

2. Years of Operation

SI has been in business since May, 2011, and has a combined 50 years of experience working with the Drupal Content Management System and web design in general. SI is the host sponsor of Baltimore Drupal Camp (bmoredrupal.org), an annual successful conference gathering hundreds of Drupal professionals and offering informative sessions to both beginners and experts.

3. Experience (last 24 months)

In the last 24 months, we've launched nine enterprise level websites that confirm our ability to complete this project. Of these, the following sites demonstrate SI's procedures, resources, and development capabilities:

- Conexus.org - Worked with 3rd party marketing firm (contracted by client) to convert mockups provided by the firm to a working website based on Drupal 7. Created a web-based file management system to replace the current fat client based system (SVN). Conexus members can now, according to role, upload important schema files, attached these files to standards, request that these files be approved/published, track revisions/versions, email versions of files to other members, and view/edit the files all online.
- Theraults.com - Wrote advanced scripts to migrate more than 150,000 catalogs to Drupal. Our staff successfully migrated these catalogs as well as thousands of pages of content from the legacy system which was not based on Drupal (ColdFusion). Our designers worked with Theraults in-house designers to create a modern, easy to use, easy to navigate theme that also functions and works well on mobile devices.
- Sarinet.org - Updated outdated design and create "file library" so researchers can easily upload, edit, and publish research being conducted globally. (Sarinet is a part of the WHO). Add complete bi-lingual (English-Spanish) translation ability using Drupal advanced modules. Articles created in English are simultaneously created in Spanish by Drupal.
- Machc.org - Migrated content from Drupal 6 to 7 and installed CiviCRM, an open source CRM that allows MACHC to create events, manage contacts, sell tickets to events, and track event attendance.
- Allianceonline.org (Subsidiary of T. Rowe Price Corp.) - Updated design and members directory and cleaned more than 40,000 content items marked as spam, and accordingly, implemented spam control.

SI provided training to all of organizations listed above as case studies. Generally, our training consists of a two day course covering both basic and intermediate subjects for up to 20 people. However, the training is also customizable to cover the unique functions of your project and SI will add an extra instructor to train 35 people. A typical 2-day training course covers the following areas:

Day 1

Introduction to Drupal

What? Who? When? Why? Learn Drupal's history and how it fits into the wider landscape of web.

Navigating the Drupal Interface

Discover the big picture of how to run a Drupal site.

Understanding Drupal Content

There are multiple ways to organize your information --we'll see how it's done in Drupal.

Adding Data Fields To Drupal Content

Drupal has unlimited flexibility to add fields that fit a myriad of needs. That's what makes this software so valuable to large corporations around the globe.

Choosing and Configuring Modules

Modules are like the apps for your Drupal site. See how to choose, install and use the best modules for your site.

Configuring and Working with Drupal User Permissions.

Once all this work is done, letting the wrong person have access could be disastrous. Acquire the skill of setting limits on who can do what to the site so delegating responsibility is possible.

Day 2

The Drupal Workflow

This is a signature process no other course offers. It simplifies the way a site is set up into steps that are easy to follow, common sense and completely able to be done again and again.

Advanced Fields

Retaining the field and data structure from day one, this builds on how to customize the information gathered on your site and then push it into a usable format for your needs.

Advanced Drupal Content

Use powerful modules to go beyond fields and make your Drupal content truly shine.

The Views Module

See why Views is the most important module in Drupal, using real-life exercises to understand how Views sorts and organizes your Drupal data

Introduction To Drupal Layouts

Learn the principles and techniques behind the layout of Drupal pages. Should you use theme files, modules or a combination of both?

Welcome to the cloud. We'll review how to access cloud reports, spot possible site trouble, and evaluate site performance.

Except for the General Project Manager and CTO, who manage multiple projects, all of the below listed staff will be dedicated 100% to your project.

J.R. Maroney, your Project Manager

J.R. is a co-founder and the current CEO of Simple Information. J.R. has a talent for helping people understand technology. It is he who gave us the name "Simple Information." And it's not just a name, but a philosophy that guides us with everything we do.

J.R. is a former I.T. manager for JTEKT North America, a Toyota Group company, where he successfully implemented multi-million dollar ERP and production systems. He has a graduate degree in Engineering Science and Mechanical Engineering from Japan's top engineering university, The Tokyo Institute of Technology, Tokyo, Japan. He also has an undergraduate degree in Mechanical Engineering from The University of Maryland. J.R. has taught and developed Drupal sites for more than three years. Although he is a certified PHP developer and loves to code, he spends most of his time on business development and helping clients reach their goals. And cooking Japanese food, of course.

Mark Mcintosh, your project CTO

Mark is a master of I.T. systems with over ten years of experience in System Design, Systems Engineering with expertise in Amazon Cloud Infrastructure, Rackspace Infrastructure, Red Hat and Ubuntu Lamp Stacks. He is also a co-founder of Simple Information. He has over six years of experience working with Drupal from beta of version 6 to present version 7. He's also well versed in Windows Server Architecture

(Active Directory, MSCS (Microsoft Clustering Server), DNS,) Linux Enterprise Class OS Systems (RedHat, No-vell), Virtualization (VMWare ESX, XEN) and Citrix Presentation Server.

Nick Hepner, your project Senior Developer

Nicholas Hepner began developing websites for local small businesses in 1998. After teaming up with secure software development group Ciphent in 2006, Nick began working with Drupal and has continued to do so to this day. He currently works as a co-founder and Principal Engineer for Simple Information.

He has also worked to establish himself as a resource within the Drupal and web development communities. Nick has contributed sessions to Drupal Camps around the country, and has taught free web development courses in the interest of contributing his knowledge back to the community.

Nick has extensive experience with enterprise architectures, data migrations, web services, and third party integrations.

Cheryl Amato, your project UX and Accessibility Designer

Cheryl started designing websites and browser-based applications since 1996 and has been involved in accessibility issues surrounding the internet since 1998. She has worked with both startups and well-established companies and at one point was contracted to the State of Maryland. She is a firm believer in web standards and stays abreast of the current methodologies and technologies.

Cheryl started designing for Drupal about five years ago. She has expanded her repertoire to include Drupal theming and most recently, site building. She holds an MFA from UMBC in Imaging and Digital Arts and can do anything with CSS.

Kristin Knoerlein, your project Designer/Themer

Our Creative Director and Web Designer, Kristin, has been designing for over ten years. She has a Bachelor's Degree in Art - Graphic Design and is currently working on her Master of Fine Art at University Baltimore.

Kristin specializes in custom designs to communicate in a creative and thought provoking way. She not only works on web based projects, but also print design and video production. She has been a part of Simple Information since day one.

Sam Streuli, your Account Manager

Sam joined the SI team in April, 2014 as a junior developer. He hails from both Nashville and Switzerland and has a Bachelor's degree from Goucher College, Towson, Md. Sam often works with clients on-site with project updates and training. He looks forward to adding something new to his skill set every day.

Katherine Szeto, your Customer Service Representative

In 2011, Katherine (or Kat) moved from Boston, MA to Baltimore, MD for work. She was introduced to Drupal and SI after attending the Baltimore Drupal Camp. Kat briefly attended the Rochester Institute of Technology for Advertising Photography before pursuing other interests. She is currently learning the various aspects of Simple Information in order to provide the best customer service to our clients.

Joy Adams, Marketing and Branding Consultant

Joy's career began by creating a plethora of brand experiences across mediums for fashion and technology brands. As the web developed, she jumped into online marketing to better understand the impact social communities and content have on perpetuating brand success. More recently, she's guided clients and teams through developing integrated experiences, working with a variety of specialists along the way. Joy will work with your Marketing/Branding department to ensure that your branding objectives are met with the new website.

4. User Experience

SI centers all design work around the user experience. Firstly, SI's Cheryl Amato, who is an expert in 508 accessibility compliance, will make sure the proposed design meets all 508 accessibility requirements. Secondly, all new SI designs follow a "design for mobile first" philosophy. As was done for Theraults.com, SI graphic designers will present the design in desktop and mobile versions. After approval, SI developers will create a theme that, at its core, complies with all mobile standards (W3 and Google).

Thirdly, Joy Adams will work with your marketing staff to ensure that the new design adheres to their branding requirements. Finally, we employ the deploy -> evaluate -> modify -> evaluate -> repeat process to optimize your website for conversion objectives. SI also has extensive experience with search engine optimization (SEO) and will use advanced analytics to show if users are finding the content they need and identify important trends.

5. Scope of Work

1. Our graphic designers will present no less than three mockups to the City's key stakeholders. After a final design is chosen, our developers will convert the design into a fully interactive web theme. Our recent work demonstrates our ability to create an interesting, modern design using full screen, html5, css3, and responsive technologies.

In order to integrate the home page with the Asheville City Source blog on Wordpress, we may incorporate several techniques including the use of WordPress's core RSS Aggregator module to create a content feed. This way, content updated on the WordPress site will be updated on Ashevilleenc.gov in real time. The reverse is also possible.

2. *The website must address accessibility issues.*

Since 2014, all SI designs are 508 compliant, guaranteed error free on all major browsers, and built from the ground up with a mobile responsive design. Your site will stack neatly on iPhone, iPad, Android tablets, and Android phones as well as other, less popular, platforms like Ubuntu and Windows. SI's Cheryl Amato often presents at Drupal Camps helping other experts with accessibility issues.

3. *The design of the website must be responsive on mobile devices.*

We believe in a “mobile first” design strategy. That is, your site’s theme will be designed for mobile devices from the start. All common devices are supported and users are given an option to visit the live site at any time. Examples of SI responsive designs include Theriaux.com, Conexus.com.

4. *Proposal should include content migration to the new site.*

Content migration is a core competency of our firm. As noted above, we have extensive experience using Drupal tools like feeds, migrate module, D2D module, feeds commerce, commerce migrate, Microsoft’s SQL server management studio, and MySql workbench to migrate content and files from older Drupal versions or other platforms (ColdFusion, .net).

Website Hosting

Cloud Hosting

SI is an Acquia partner, and recommends hosting the ashevillenc.gov site with Acquia (acquia.com). Acquia is an expert in hosting Drupal sites on an enterprise scale, seamlessly integrating automated workflows, developer tools, and powerful security features. Acquia operates one of the largest cloud-based website infrastructure in existence, powering thousands of enterprise level websites like Stanford University, Sony, whitehouse.gov, Puma, and Warner Music.

Acquia has also worked successfully with SI. Currently, SI is helping the Kennedy Krieger institute migrate to Acquia. Acquia offers the fastest hosting performance in the industry, meaning all of ashevillenc.gov’s users get a smooth and secure experience whenever, wherever, and however they use your websites. We recommend that the Acquia account be owned by the City, but managed by SI.

- Summary of advantages of hosting ashevillenc.gov on Acquia:
 - Their cloud proxy protects you from malicious hacking and spam
 - Your core files are always up to date
 - Cost competitive compared to other Drupal specific platforms like pantheon.io.
 - The hosting environment is already optimized for Drupal
 - Your site is “Exportable.” This means it can be exported and transferred to another host at anytime.
 - Included services like Mollom protect your forms from spam.
 - Their CDN protects your site from traffic spikes.

In-House Hosting

SI can install a linux based operating system (ex. Ubuntu) and optimize in-house servers for Drupal. We assume the City has a static IP address and internet service provider contract in place. The cost of this installation is not included in the attached pricing table.

Now is the ideal time for the City to migrate to open source software. Open source software based content management systems like Drupal have proven to be flexible, secure, and performance orientated. Furthermore, because the source code is open sourced, there are no license or annual fees to use the software. In the long run this can add up to significant savings for the City. Below we address concerns mentioned in the RFP. Also, we've add a section, "FAQ and Myth Busting about Open Source Technologies(OST)" to address questions that are often asked regarding OST.

SI proposes to change the platform to the content management system, Drupal. Drupal will continue to have these capabilities listed:

- Capable of general World Wide Web Consortium (W3) standards compliance.
 - During the design phase, we'll use the Drupal W3 validator module (drupal.org/project/w3c_validator) to ensure that all of the standards are met.
- SI will migrate the City's existing active directory authentication, and will continue to have web-based CMS user-login.
 - SI has experience using the Drupal LDAP module (<https://www.drupal.org/project/ldap>) to integrate Active Directory with your Drupal.
- SI is able to use Drupal to set up multiple CMS user roles. Each role can be set up with different permissions.
- Drupal works with many popular content editors including CK Editor (<http://ckeditor.com/>) and TinyMCE(<http://tinymce.com>). These editors include several advanced options like the ability to restrict functions per role and drag and drop file uploads.
- New content in Drupal is not published(unpublished) until the editor designates it as published. Unpublished content is never available to the public. When a content is made or revised, a "revision copy" can be made in order to view its histories or undo content. The workflow module can be used to implement a complete workflow process where an unlimited number of content states can be defined (ex. unpublished, draft, pre-release, released, etc.). Each one of these can be tied to an authorized approval.

- SI will build a global theme to Drupal standards that incorporates the City's general branding. This will allow user selectable templates or skins which can be freely modified.
- Intelligent search. SI uses modules like Solr search to index all site content, making it available for site wide or section specific searches. SI implemented custom search logic for Theriaults.com to help them highlight specific dolls popular in their industry.
- The above mentioned content editor include a function to add custom css styles.
- As stated above, SI can create user roles with varying permissions. Drupal's permission system is extensive and utilizes Drupal's content type system.
- Departments within the City can customize their own page using Drupals menu and block system and/or SI can create sub themes that function with sub-site multi-site development. The menus can be configured on each page to provide quick access to all the key pages of the site.
- The ability to generate clean URLs is in the Drupal Core. Other modules like Pathauto can be used for URL aliasing.
- Site maps can be generated with the Site map module (drupal.org/project/site_map).
- All SI designs are 508 compliant, guaranteed error free on Chrome (current version), Firefox (current minus 2 versions), IE(current minus 2 versions), and Safari(current minus 2 versions).
- The new website will be optimized for all search engines according to the City's SEO objectives. The Drupal Google Analytics module not only links your Google Analytics account with your Drupal site, but also supports:
 - Single/multi/cross domain tracking
 - Selectively track/exclude certain users, roles and pages
 - Monitor what type of links are tracked (downloads, outgoing and mailto)
 - Monitor what files are downloaded from your pages
 - Custom dimensions and metrics support with tokens
 - Custom code snippets
 - Site Search support
 - AdSense support
 - Demographics and Interests support (formerly known as DoubleClick remarketing support)
 - Anonymize visitors IP address
 - DoNotTrack support (non-cached content only)
 - Drupal messages tracking
 - Modal dialog tracking (Colorbox)
 - Access denied (403) and Page not found (404) tracking

- Cache the Google Analytics code on your local server for improved page loading times
- Enhanced Link Attribution support
- User ID tracking across devices
- Changing URL fragments can be tracked as pageviews
- Debug mode with analytics_debug.js
- We include comprehensive documentation pages for users, developers, administrators, and key stakeholders as a separate section in your Drupal site. Furthermore, Drupal.org offers more than 100,000 articles and support forums from users all over the globe. We'll also introduce you to the Drupal community of more than 20,000 developers and designers.
- Drupal's core status report will inform you when the site's core or contributed modules need updating. With post go-live support, SI or any qualified Drupal firm can assist the City with the installation of these updates.
- Because Drupal is open source, there is no need for a license holder.
- Drupal's theme system is based on standard technologies like html5 and CSS3. And the framework allows designers to easily add sub-themes or to modify the main theme.

Cost Proposal

Area/Features	Hourly Rate	No. of Hours	Total
Software Licenses	N/A (Open Source)	N/A (Open Source)	\$0
Site Architecture and Flow Design	\$75	25	\$1,875
Wireframes and UI/UX design of the site, including three design mockups and custom designed theme	\$75	65	\$4,875
Installation of contributed modules including integration with 3rd party applications/services such as the City Source blog on Wordpress, Active Directory authentication, etc.	\$75	125	\$9,375
Content Migration to new site (based on cost per page: 560 pages) includes blog integration	\$75	100	\$7,500
Users setup, Roles, and Permissions	\$75	30	\$2,250
Quality testing and Soft Go-Live	\$75	55	\$4,125
Acquia Cloud hosting (see below)			
Totals			<u>\$30,000</u>

Acquia Cloud hosting costs are estimated to be \$215/month.

FAQ and Myth Busting about Open Source Technologies

- Open source software is not as secure as proprietary software
 - Because open source means that the source code is available to the public for free, many believe it is inherently less secure than software from a proprietary vendor. This is only true for open source software that is no longer supported by a community or private organization. Our platform, based on Drupal (Drupal.org), is supported by more than 20,000 developers worldwide. This means that security threats and security fixes are immediately posted by the community. As a result, security updates are usually available at a faster pace than proprietary software.
- The underlying code is not very important to my project
 - Building your website on top of code that is obsolete or not well supported can cause support issues in the future. We use Drupal because:
 - Its popularity has been growing at a record pace for the last 15 years.
 - It is preferred by the U.S. government (whitehouse.gov, commerce.gov, etc.)
 - It is supported by 20,000 developers around the globe.
- Companies that only build government related websites would be better for my project
 - Features requested by government institutions like social media integration, UX, interactive forms and maps, as well as countless others have been successfully implemented by SI on other projects.
 - Firms that only focus on government related websites will most likely use a template for your design. This can give your site a “cookie-cutter” feel.
- If I host on the cloud, I’ll be locked in, and it will be difficult to change hosting
 - Your site based on Drupal will be fully exportable at any time. To change hosts you can simply export your site files and database and send them to the new host. Then, redirect your domain to the new host. This process can be done in less than an hour.

Appendix A: SLA Terms and Conditions

Terms of service

Acquia, Inc.

1) ACCEPTANCE OF TERMS

Your use of Acquia Services is governed by these Terms of Service and the Acquia Privacy Policy <https://www.acquia.com/about-us/legal/privacy-policy>. The terms contained under "Additional Terms" apply only if you elect to purchase the particular services described there. If you are purchasing Services on behalf of a company or other legal entity, you are representing that you have authority to bind that entity to these Terms of Service. Unless you have also entered into a contract with us, these Terms are the complete and exclusive agreement between you and us regarding the Services purchased by you and supersede and replace any oral or written prior agreement, understanding, or communication. We reserve the right to update and change these Terms from time to time without notice to you. By using any of our Services, you signify your acceptance of these Terms. If you do not agree to any of these Terms, do not use our Services.

2) SUBSCRIPTION TERMS

These Terms are effective as soon as you click the "I agree" button (the "Effective Date"). The "Initial Subscription Term" will be for the period specified in your order and commences on the Effective Date. At the end of your Initial Subscription Term, your subscription automatically renews for successive renewal subscription terms (each a "Renewal Subscription Term") equal in duration to the Initial Subscription Term at our then current subscription fees unless you elect not to renew your subscription as further described below under "Cancellation". The "Initial Subscription Term" and any "Renewal Subscription Agreement" are referred to herein as the "Subscription Term".

3) FEES AND PAYMENT

Most of our Services require the payment of fees. If you sign up for a fee-based Service, your use of the Services will be subject to the fee schedule applicable to your subscription. We reserve the right to change our subscription fees. At the end of your Subscription Term, your subscription will automatically renew at Acquia's then current prices.

All fees are exclusive of all taxes, levies and duties imposed by taxing authorities and you shall be responsible for payment of such taxes. You agree to pay for any taxes that are applicable to your use of the Services and payments you make to us.

Other than for use of one of our free Services, you must provide us with a valid credit card and non-disposable email address. We will charge your credit card for your subscription fees either monthly or annually in advance (depending on your subscription). We will also charge your credit card for any usage based fees (if applicable to your subscription). If we are unable to effect payment via your credit card, we will attempt to notify you via email. We may disable your access to the Services until payment is received. You agree to pay reasonable attorneys' fees and court costs incurred by us to collect any unpaid amounts owed by you. Amounts paid for the Services are not refundable. Until Your Subscription to the Service is terminated, You acknowledge and understand that we will continue to charge you for the Services regardless of whether the Services are used or not until you notify us to cancel your subscription. You must pay for an entire subscription for which you order regardless if you use all the Services you are entitled to or cancel your subscription during the term.

4) ACQUIA PRIVACY POLICY

How we collect, protect and use your registration data and certain other information about you are contained in our Privacy Policy <https://www.acquia.com/about-us/legal/privacy-policy> which is part of these Terms.

5) YOUR RIGHTS IN YOUR WEBSITE CONTENT

You represent to us that you have all necessary rights in your Content to permit you to use the Services without infringing the rights of any copyright owners, 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. You give us permission to host your website and give us the right to access, retain, use and disclose your Content solely for the purpose of providing Services. This permission exists only for as long as you continue to use our hosting Service. 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, terminating access to websites if we do not receive a satisfactory response from you following receipt of an infringement notice, terminating the accounts of repeat infringers and/or making good-faith attempts to contact you to make a counter-notification.

6) CANCELATION AND TERMINATION

By You.

If you are a subscriber to our Development Cloud Hosting Service, you may elect not to renew your subscription by notifying us prior to the start of a Renewal. If you are a Drupal Gardens customer, you may elect not to renew

your subscription to the Service by notifying us at least 15 days prior to the start of your next billing period. For monthly subscription plans you may elect not to renew such subscription by notifying us at least 15 days prior to the start of your next monthly billing period and for annual subscription plans you may elect not to renew such subscription by notifying us at least 15 days prior to the start of your next annual billing period. To notify us of non-renewal, you will need to timely complete the Pricing and Billing form on the Drupal Gardens site at this url:

<http://www.drupalgardens.com/pricing-billing-questions>. Deleting your website does not result in canceling your subscription.

Termination by Us.

We may stop offering any of our Services at any time. If we do, we may terminate your subscription without cause by notifying you in writing at least twenty-five (25) days prior to such termination. We may also terminate your subscription for cause and your use of the Services if, in our opinion, you have breached or otherwise fail to comply with any of these Terms. Depending on the breach, we may offer you a limited period of time to cure your breach, not to exceed five days. We may terminate your subscription and/or your access to the Services if your non-payment of any fees owed to us that are delinquent by twenty-five (25) days or more. You agree to provide us with complete and accurate billing and contact information. We may terminate your Subscription if the billing or contact information is false, fraudulent or invalid.

Effect of Termination.

We do not issue any cash refunds for subscription cancellations. After cancellation or termination, you will no longer have access to your website. If you purchased Development Cloud Hosting Services and we terminate your subscription for cause, we will maintain a copy of your website for a maximum of 25 days. We are not required to provide such copy to you unless all fees owed to us have been paid in full within 25 days of the termination date. Following the 25 day period, and we may delete all information on your website. We accept no liability for such deleted information or content. Your obligation to make a payment of any outstanding, unpaid fees and to keep Confidential Information confidential and 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.

7) CONFIDENTIAL INFORMATION.

You and we agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, these Terms that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure including, without limitation, non-public technical and business information ("Confidential Information")

during the Subscription and for a period of five (5) years after the termination of your subscription. This section shall not apply to any publicly available or independently developed information. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under these Terms. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care.

8) WARRANTY DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AN "AS AVAILABLE " BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FO RA PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b) WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE, (ii) THE SERVICES OR SUPPORT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (iii) ERRORS OR DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR SUPPORT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND ACQUIA IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9) INDEMNITY

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 these Terms, your gross negligence or willful misconduct or violation of law or violation of any rights of another. 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. If you resell the Services, the grounds for indemnification stated above also include any claim brought by your customers or end users arising out of your resale of the Services. We will choose 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.

10) LIMITATION OF LIABILITY

We will not be liable 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. Our aggregate liability for all claims by you relating to your use of the Services shall not exceed the fees paid by you in the immediately preceding twelve (12) month period giving rise to the claim.

11) EXPORT

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.

12) GENERAL

We may provide notices to you via either email or regular mail. The Services may also provide notices of changes to these Terms or other matters by displaying notices or links to notice to you generally on the Service. You may not register for free or paid accounts using email addresses from throw-away email address providers such as mailinator.com, 10minuteemail.com, guerillamail.com, yotmail.com, tempinbo.com and instantemail.com.

These Terms and the relationship between you and us shall be 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 twenty-five (25) 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 part 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 the our Services or these Terms must be filed 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.

You agree to comply with all applicable laws, rules and regulations including the CAN-SPAM Act.

ADDITIONAL TERMS FOR SPECIFIC SERVICES

Depending on your subscription, the following terms may also apply to your subscription:

PROFESSIONAL SUBSCRIPTION SERVICES

Diagnosis and Repair

Diagnosis and repair support entitles you to engage us in the diagnosis and repair of Drupal functionality issues during the assembly or operation of your 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.

We 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. We may require the substitution of a module or modules for similar suitable module(s) to resolve an issue. Substitutions may be recommended by us but are made at your sole discretion. Customizations to Drupal core files performed by you may limit our ability to resolve issues. We 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.

Advisory Support.

Advisory support entitles you to engage our 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.

Allotted Support Tickets and Advisory Hours.

You will be allotted a certain number of support tickets and advisory hours (if applicable) per year per the subscription level you ordered.

Support Request Procedures.

You must make requests of our Support through the support request and management tools made available to you. You must provide a description of the issue or request, a description of the mission impact, and designate urgency. We will evaluate the request and provide an initial response within the time determined set forth below. You agree to work with us to provide additional information about site functionality and related applications as needed to diagnose and resolve the issue. We will track progress notes and related communications in your support ticket through resolution of the issue or request. You must designate the issue or request as Critical, High, Medium or Low pursuant to the Service Levels described below. Critical tickets initiate internal alerts and designate the request for a priority response. We will contact you via the ticket to confirm details and initiate diagnosis.

Service Level Agreement.

Support Services are provided during our published support hours (excluding our holidays).

DRUPAL GARDENS

Technical support for Drupal Gardens is provided as described at <https://www.drupalgardens.com/pricing>.

User Contributions and Privacy.

There are many opportunities within the Service, including but not limited to the Drupal Gardens Forums and commenting on Drupal Gardens Team Blog posts, for you to actively participate. In the process of doing so, you may provide certain comments, suggestions, data, or other information to us about the Service (collectively "Information"). We have the right to retain and use any such Information in current or future products or services, without further compensation to you. To the extent such Information is protectable under intellectual property laws, you agree to cooperate with us as needed to obtain such protection as we may desire and you agree to assign your rights in such Information to us.

Uptime.

We will use commercially reasonable efforts to provide the Service twenty-four (24) hours a day, seven (7) days a week throughout the term of your subscription. You acknowledge and agree, however, that from time to time the Service may be inaccessible or inoperable for various reasons, including, without limitation, (i) periodic maintenance procedures or repairs which we may undertake from time to time; (ii) equipment malfunctions; and (iii) causes beyond our control, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Unavailability of the Service does not constitute a breach of these Terms.

WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ERRORS OR DEFECTS WILL BE CORRECTED, OR (D) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED TO YOU "AS IS". YOU ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH MIGHT ARISE FROM COURSE

OF DEALING OR CUSTOM OR TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY US. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. □ YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SERVICE OR ANY ERROR OR OMISSION IN THE SERVICE AND OUR SOLE OBLIGATION SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE ERROR OR DEFECT IN THE SERVICE.

ACQUIA CLOUD HOSTING SERVICES

These types of websites are not allowed to be hosted by Acquia:

- Adult: sexually explicit content, nudity
- Copyrighted Content of Another: content that you do not own or have the express right to publish
- Spam/SEO: a site with a sole purpose to gain Google rating, Facebook “likes” etc.
- Phishing: a site meant to trick users into providing their username and/or password
- Illegal Content: content which is illegal in the United States
- Excessive Advertising: placing excessive advertising on your site, including more than three ad units per page
- File Hosting: a site sharing links to or providing actual files for visitors to download

This list is a quick reference and is not meant to be complete. For more information about prohibited activities, please refer to “Content and Conduct Rules and Obligations for Hosting and Drupal Gardens Customers” below.

1. We will host and maintain the number of your website(s) included with your subscription level on our cloud hosting environment during the term of your subscription as more fully described at <http://www.acquia.com/acquia-network-subscriptions>.
2. We will conduct daily, weekly and monthly backups of your websites. You may also process on-demand backups and restores at your discretion.
3. We will provide a shared single server development cloud hosting environment with the specifications you ordered with your subscription. You are permitted to run the number of servers included with your subscription.
4. You must provide us with at least two (2) business days advance written notice before performing any load tests or vulnerability tests on your hosted website(s). You understand that staging environment is a shared

- development staging environment and is only for low impact testing and development activities. Should your use of the shared development staging environment adversely impact server performance, you will be required to move to a dedicated development staging environment and will need to pay the associated server fees.
5. You hereby grant to us a non-exclusive, non-transferable, royalty-free, worldwide license to publicly perform, publicly display and digitally perform your Content only on or in conjunction with the hosting of your website(s) in accordance with these Terms.
 6. Your subscription includes access to the Acquia Network. See “Acquia Network Services” below.

WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ERRORS OR DEFECTS WILL BE CORRECTED, OR (D) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED TO YOU “AS IS”. YOU ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OR TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY US. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. □ YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SERVICE OR ANY ERROR OR OMISSION IN THE SERVICE AND OUR SOLE OBLIGATION SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE ERROR OR DEFECT IN THE SERVICE.

CONTENT AND CONDUCT RULES AND OBLIGATIONS FOR HOSTING AND DRUPAL GARDENS CUSTOMERS

You are responsible for all content on your website and files and data associated therewith (collectively, “Content”). We have no responsibility whatsoever for the Content on your website. We do not guarantee the accuracy, integrity or quality of Content or your source code.

You acknowledge that we do not screen Content but that we shall have the right (but not the obligation) to refuse, move or delete any Content that violates these Terms. We also

have the right to remove any Content that violates these Terms or is otherwise objectionable in our sole discretion. You acknowledge and agree that we may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, (b) enforce these Terms, (c) respond to claims that any Content violates the rights of third parties, or (d) protect our rights, property or personal safety and those of the users and the public.

You agree that you will not, nor permit your users to:

1. use the Services in any manner other than as specified in these Terms including not to store, transfer or distribute files for on behalf of third parties or for any form of file sharing;
2. interfere or attempt to interfere with the proper working of the Services, the servers or any activity being conducted on the servers;
3. 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;
4. promote or facilitate any illegal activity on your website(s);
5. interfere with or disrupt the integrity or performance of the Services;
6. upload, post or others transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
7. upload, post or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam" such as (i) sending mass email to recipients who have not requested email from you or with a fake return address, (ii) promoting a site with inappropriate links, titles, descriptions, or (iii) promoting your site by posting multiple submissions in public forums that are identical;
8. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
9. use the Service as a forwarding service to another website;
10. solicit a third party's password(s) or personal identifying information for unlawful or phishing purposes; or
11. use your website(s) to promote or provide instructional information about illegal activities or use your website in any unlawful manner.

We may immediately disable your access to the Services, remove all or a portion of your Content and/or terminate your Services, without refund, if we believe that you or any of your Users have violated any of the above prohibitions or these Terms.

We are not responsible to you for unauthorized access to your Content or data or the unauthorized use of the Services unless the unauthorized access or use results from our failure to meet our obligations of these Terms. You are responsible for the use of the Services by your employees, consultants and any other person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

You must provide us at least two (2) business days advance written notice before performing any load tests or vulnerability tests on your website(s). You understand that staging environment is a shared development staging environment and is only for low impact testing and development activities. Should your use of the shared development staging environment adversely impact server performance, you will be required to move to a dedicated development staging environment and will need to pay the associated server fees.

You agree not to place excessive burdens on our CPUs, servers or other resources, including customer support services. You understand that bandwidth, connection speeds and other similar indices of capacity provided with your subscription are maximum numbers. Consistently reaching these capacity numbers may result in our need to place restrictions on your use of the Services. You further agree that we may place restrictions on your use of the Services, including support services, to the extent they exceed the use of these resources for similarly situated customers.

ACQUIA NETWORK SERVICES

If your subscription includes access to the Acquia Network, you will have access to Acquia Technology (defined below) and subscriptions to certain Third Party Services (defined below) provided over the Internet. Your use of Acquia Search and the number of search queries you may perform and the number of documents included in your search index will be limited depending on the type of subscription you purchased. If you exceed your allocated limits, you will incur additional charges. You agree that you will not place excessive burdens on our CPUs, servers or other resources, including customer support services. You understand that bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in our need to place restrictions on your use of the Services. You further agrees that we may place restrictions on your use of the Services,

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

Acquia Technology. Acquia Technology is proprietary software owned by us. Such software is identified on our website (<http://acquia.com/products-services/acquia-network>) and includes Acquia Search, Acquia Insight and automated spam blocking (the “Acquia Technology”). Acquia may change the Acquia Technology from time to time or discontinue any portion thereof without notifying you. Acquia Technology includes open source software. Subject to your compliance with the terms and conditions of these Terms, we hereby grant to you a non-exclusive, non-transferable, revocable license for you and your users to access and use the Acquia Technology solely for purposes of utilizing the Services. This license is restricted to use by you and your users and does not include the right to permit any non-user to access or use the Acquia Technology.

Third Party Services. Your subscription to the Acquia Network includes subscriptions to certain third party services (“Third Party Services”). Such Third Party Services are identified on our website, and are subject to change or discontinuance from time to time without notice to you. You have the choice whether to use any of the Third Party Services. If you do use them, your use will be subject to the provider’s license, terms and conditions and any such licenses, terms, conditions, representations and/or warranties associated with such use. We make no representations or warranties with regard to any Third Party Service even if we have certified a provider or identified them as a select or premier Acquia partner. We will not be responsible to you in any manner for any Third Party Service. Third Party Services are not considered Services and we do not provide any support for these services.

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