

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.16
(ID # 24478)**

MEETING DATE:

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Tuesday, March 19, 2024

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of Order Form No. Q-21698905 with Acquia, Inc. to provide a unified cloud hosting solution and approve the Web Content Support Service Agreement with Axelerant Technologies, Inc., without seeking competitive bids, to provide support services for Countywide public-facing websites for five years, All Districts. [Total Aggregate Cost - \$1,252,114, additional compensation not to exceed \$250,000; RCIT Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approval of Order Form No. Q-21698905 with Acquia, Inc. to provide a unified cloud hosting solution with Acquia, Inc. for the County's public-facing websites for a total aggregate amount of \$1,118,078 for five years;
2. Approval of the Web Content Support Service Agreement with Axelerant Technologies, Inc., without seeking competitive bids to provide support services for Countywide public-facing websites for five years for a total aggregate amount of \$134,036, for five years;
3. Authorize the Chair of the Board to sign three (3) copies of the documents on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the documents to the Information Technology Department for distribution; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that stay within the intent of the agreement and to increase the compensation provision that do not exceed the total aggregate amount of \$250,000 for the term of the Order Form No. Q-21698905 with Acquia, Inc.

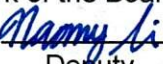
ACTION:Policy


Jim Smith, Chief Information Officer 3/7/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: RCIT

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 278,130	\$ 232,748	\$ 1,252,114	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget-100%			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for a cloud hosted Web Content Management Solution (WCMS) for hosting the County's public-facing websites and for professional services to maintain and support these websites. This encompasses approval of the agreements with Acquia, Inc. as the provider of the cloud hosted WCMS, and with Axelerant Technologies, Inc. as the provider of maintenance, support, and enhancement services for the County websites. The total cost of this request is an aggregate amount of \$1,252,114 over five years and renewable annually.

The County's public-facing websites play a crucial role in engaging residents and businesses through critical and timely communication. The proposed solution provides the necessary infrastructure, tools, maintenance, and support to effectively manage all aspects of the County's web presence. The WCMS will operate on a flexible infrastructure capable of scaling up or down based on demand and will offer access to the latest technologies to ensure agility, security, and resilience. Professional services will include monitoring and updating the platform with security patches, as well as providing website enhancements tailored to meet departmental needs while maintaining County branding and security requirements.

This agreement is in alignment with RCIT's continuing efforts to optimize information technology solutions to focus on reducing duplicate cost and efforts while increasing security and efficiencies.

Impact on Residents and Businesses

The WCMS agreement will provide the necessary infrastructure and support to ensure all web-based services and information will remain available for County departments and County constituents. There is no negative impact on citizens or businesses.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Additional Fiscal Information

Payments to vendors will be made based on the payment schedule detailed in each agreement, as follows:

Item	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Totals
Acquia	\$249,430.25	\$207,548.35	\$213,885.80	\$220,302.38	\$226,911.45	\$1,118,078.23
Axelerant	\$28,700.00	\$25,200.00	\$26,712.00	\$26,712.00	\$26,712.00	\$134,036.00
Totals	\$278,130.25	\$232,748.35	\$240,597.80	\$247,014.38	\$253,623.45	\$1,252,114.23

Contract History and Price Reasonableness

County of Riverside Purchasing, on behalf of RCIT, issued a Request for Proposal (RFP) #RIVCO-2021-RFP-0000233 on March 23, 2021, soliciting proposals for a countywide web content management solution. The RFP solicitation was sent to 63 potential vendors resulting in a total of 9 respondents.

After careful evaluation and consideration of all aspects of the proposals, the County Evaluation Committee, consisting of representatives from RCIT, recommended the award to Promet Solutions as the most responsive responsible bidder. Promet proposed the Acquia Web Hosting platform to support all County public-facing websites. After detailed analysis and negotiations working directly with Acquia, the department determined that Acquia would provide the best value to the County for these services moving forward.

Axelerant Technologies, Inc. is a valued partner of Acquia for providing web content support services and has implemented and supported Acquia solutions for other government agencies across the United States. After multiple interviews and negotiations with Axelerant, the department determined Axelerant to be qualified and provide the lowest cost to support the County.

ATTACHMENTS:

- A. Order Form No. Q-21698905 with Acquia, Inc.
- B. Web Content Support Service Agreement with Axelerant Technologies, Inc.
- C. Single Source Justification for Axelerant Technologies, Inc.


 Meghan Hahn, Director of Procurement 3/12/2024


 Alonzo Barrera, Principal Management Analyst 3/13/2024


 Aaron Gettis 3/12/2024



53 State Street
 10th Floor
 Boston, Massachusetts 02109
 United States

Expires on: March 30, 2024

CUSTOMER INFORMATION

Customer Legal Name: County of Riverside, California

Account Payable Contact

Contact Name: Norma Marchan
 Contact Phone: 951-955-7506
 Contact Email: rcit-acctspayable@rivco.org

Billing Contact

Billing Address: Attention: RCIT-AP
 3450 14th Street 4th Floor
 Riverside, California
 92501
 Contact Name: Martin Perez
 Contact Phone: P: +1 909-388-0517
 Contact Email: martinperez@rivco.org

Subscription Term: The Services on this Order will commence on the Start Date(s) indicated below. Add-on products and services must end coterminous with the originating Order unless otherwise indicated by the applicable End Date indicated below and shall renew in accordance with the terms as set forth in such originating Order.

Invoicing Terms: Customer will be invoiced in advance at the frequency and the invoicing terms set forth below for the amounts outlined below for the Subscription. Fees, for Professional Services, if any, will be invoiced upon contract execution for projects with a value of 10,000 or less. Projects over this value will be invoiced 50% on contract execution and 50% on completion, except where otherwise stated on the Order Form.

For Customer's DAM subscription, overages, if any, will be billed at the rate of USD 0.02 per GB for storage and/or USD 9.99 per User at the end of every month.

Initial Term # of Months: 12
 Invoicing Terms: Quarterly in Advance
 Payment Terms: Net 45

PO Number:

Term 1

Acquia DAM Workgroup				
Bundle Product	Description	Quantity	Start Date	End Date
Acquia DAM Workgroup	Acquia DAM Workgroup includes 50 users, 1 TB storage, unlimited Standard Portals, unlimited support, Web Services Integration (API) with up to 500K calls/mo and auto tagging.	1	Mar 31, 2024	Mar 30, 2025
Included Active Storage (GB)	Included active storage for annual subscriptions	1,024	Mar 31, 2024	Mar 30, 2025
Included Users	Included users for annual subscriptions	50	Mar 31, 2024	Mar 30, 2025

Non-Bundled Products				
Product	Description	Quantity	Start Date	End Date
Acquia Site Factory - Custom	Acquia Site Factory with custom entitlements noted below	1	Mar 31, 2024	Mar 30, 2025
Team TAM	Small Team of Technical Account Managers (TAM) supporting a group of customers. TAMs advise on best practices and act as your enterprise guide to Acquia and Drupal.	1	Mar 31, 2024	Mar 30, 2025
Acquia Site Studio - Custom	Acquia Site Studio with custom entitlements as	1	Mar 31,	Mar 30,

Prepared on: 07 Mar 2024

Q-21698905
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53 State Street
10th Floor
Boston, Massachusetts 02109
United States

Expires on: March 30, 2024

	described within the order form.		2024	2025
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Term 1 Total: USD 249,430.25

Contract Total: USD 249,430.25

Acquia DAM (Widen):
Core DAM Workgroup Package
50 users
1 TB of Storage
Standard Portals
Managed Integrations

For COUNTY's DAM subscription, overages, if any, will be billed at the following rates:
USD 0.02 per gigabyte for storage overages
USD 9.99 per user for additional users
These charges will be applied at the end of each month

For Acquia Cloud Site Factory:
Storage will be adjusted as needed and would not incur additional costs for storage changes so long as the monthly product usage falls below the entitled amount (70 sites & 11M monthly dynamic requests) and usage falls within best practice and fair use guidelines; Storing no more than 1000 files per filesystem directory, and totaling no more than an average of 5 GB of file storage per website.

In the event that Acquia ACSF PageView (also known as Dynamic Request) entitlement is exceeded for a duration of 30 days or more, COUNTY accepts that a Subscription tier upgrade to support the proper monthly Acquia views entitlement shall occur.

Acquia Cloud Site Factory: Dynamic Requests
The Dynamic requests section on the Subscription Usage page displays the number of Dynamic Requests served by each Site Factory Stack during each month. Dynamic Request data is available with up to a two-day delay.

Dynamic Requests was earlier referred to as Page Views. One Dynamic Request is equivalent to one Page View. Therefore, if an order form mentions Page Views, Acquia measures it by utilizing Dynamic Requests.

Definition of Dynamic Requests: <https://docs.acquia.com/site-factory/manage/preferences/usage#section-viewing-dynamic-requests>

For this purpose, Dynamic Requests include all requests served by Drupal, including:

- A. successful page loads
- B. redirections
- C. image derivative generations
- D. page not founds
- E. failed page loads

Dynamic Requests do not include:
A. requests served from Varnish® cache or a CDN
B. requests for images, files, and other assets which are served directly without additional processing (such as resizing)
C. cron runs (although these will be included in the future)

Site Studio:
70 sites

COUNTY shall have the option to renew additional and consecutive renewal terms, at the annuals fees set forth below for the following entitlements:
Acquia Cloud Site Factory: 70 Sites & 7M monthly dynamic requests (Storage will be adjusted as needed and would not incur additional costs for storage changes so long as the monthly product usage falls below the entitled amount (70 sites / 7M monthly dynamic requests) and usage falls within best practice and fair use guidelines; Storing no more than 1000 files per filesystem directory, and totaling no more than an average of 5 GB of file storage per website)
Site Studio: 70 sites
DAM: Core DAM Workgroup Package, 50 users, 1 TB of Storage, Standard Portals & Managed Integrations

Expires on: March 30, 2024

ACQUIA

53 State Street
10th Floor
Boston, Massachusetts 02109
United States

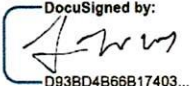
Team TAM
with written notice to Acquia not less than 30 days prior to the start of the subsequent renewal term:
Yr2 total: \$207,548.35
Yr3 total: \$213,885.80
Yr4 total: \$220,302.38
Yr5 total: \$226,911.45

This Order incorporates and shall be governed by that certain Subscription and Services Agreement (the "Agreement") made and entered into by and between the Parties, effective Date 03/31/2022. Acquia and Customer also may be referred to individually as a "Party" and collectively as the "Parties."

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

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

ACQUIA

By: 
093BD4B66B17403...

Name: Jason Wagstaff

Title: General counsel

Date: March 13, 2024 I 4:30 PM EDT

County of Riverside, California

By: 

Name: Chuck Washington

Title: Chair, Board of Supervisors

Date: 03/19/2024

Approved as to form:
Minh C. Tran
County Counsel

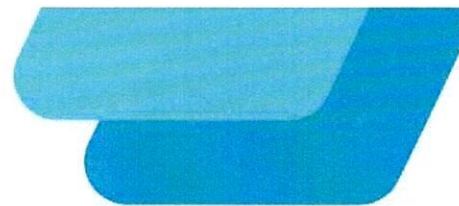


By: Paula S. Salcido
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

03/19/2024 3.16



Acquia Cloud Site Factory: Dynamic Requests

The Dynamic requests section on the Subscription Usage page displays the number of Dynamic Requests served by each Site Factory Stack during each month. Dynamic Request data is available with up to a two-day delay.

Dynamic Requests was earlier referred to as Page Views. One Dynamic Request is equivalent to one Page View. Therefore, if an order form mentions Page Views, Acquia measures it by utilizing Dynamic Requests.

For this purpose, Dynamic Requests include all requests served by Drupal, including:

- successful page loads
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- failed page loads

Dynamic Requests do not include:

- requests served from Varnish® cache or a CDN
- requests for images, files, and other assets which are served directly without additional processing (such as resizing)
- cron runs (although these will be included in the future)



SUBSCRIPTION AND SERVICES AGREEMENT

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

1. DEFINITIONS.

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

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

“**Authorized Contractors**” means independent contractors, licensors, or subcontractors.

“**Customer Applications**” means all software programs, including without limitation Drupal, Node.js, and Magento, that Customer uses on the cloud platform comprising part of the Subscription Services. Subscription Services do not fall within the meaning of Customer Applications.

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

“**Data Center Region**” refers to the geographic region in which the Customer Data is housed.

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

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

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

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

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

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

“**Subscription Services**” means the cloud platform made available by Acquia to Customer, the software made available by Acquia to Customer online via

the applicable customer logins and/or associated Support Services, as ordered by Customer under an Order, as applicable.

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

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

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

“**Third Party Tools**” means any non-Acquia products or services made available as an accommodation through Acquia’s Services.

2. SUBSCRIPTION SERVICES

2.1. Provision of Subscription Services. Acquia will make the Subscription Services available to Customer pursuant to this Agreement, the Documentation, and the relevant Order Form during the Subscription Term, solely for Customer’s internal business purposes. Acquia’s Affiliates and its Authorized Contractors may perform certain aspects of the Services and access Customer Data and Customer Applications provided that Acquia remain fully liable for same and responsible for ensuring that any of Acquia’s obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer’s Affiliates and its Authorized Contractors may access certain aspects of the Services hosted or provided through such Services provided that Customer remain fully liable for same and responsible for ensuring that any of Customer’s obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer’s use of the Subscription Services includes the right to access all functionality available in the Subscription Services during the Subscription Term. So long as Acquia does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term (i) Acquia may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use, and (ii) update the Documentation accordingly. Subsequent updates, upgrades, enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. New features, functionality or enhancements to the Subscription Services may be marketed separately by Acquia and may require the payment of additional fees. Acquia will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require an additional fee.

2.2 Trial Services. If Customer registers or accepts an invitation for Trial Services, including through Acquia’s website, or executes an Order for the same, Acquia will make such Trial Services available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Trial Services, or (b) the

end date specified in the applicable Order. Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and Acquia assumes no liability for any Customer Data that Customer may choose to upload on the Trial Services. Trial Services may contain bugs or errors, and may be subject to additional terms. TRIAL SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY AND ACQUIA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE TRIAL SERVICES. Acquia may, in its sole discretion, discontinue Trial Services at any time. For the avoidance of doubt, Trial Services may require acceptance of additional terms and conditions prior to Customer's permitted use.

2.3 Ancillary Programs. As part of the Subscription Services, Acquia may provide Customer with access to download certain Ancillary Programs for use with the Subscription Services. Acquia grants Customer during the Subscription Term a non-exclusive, non-transferable non-assignable, limited licensed to use such Ancillary Programs in object code (machine readable) format only on each site hosted by Acquia under an Order for Subscription Service to facilitate Customer access to, operation of, and/or use of the Subscription Services subject to the terms of this Agreement. Ancillary Programs shall only be used to upload, download and synchronize files between Customer's computer or other Customer owned or controlled devices and the Subscription Services.

3. SECURITY AND DATA PRIVACY

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

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

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

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

("CPRA"), such data processing by Acquia as a "service provider" complies with the requirements of the CCPA.

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

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

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

4. CUSTOMER OBLIGATIONS

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

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

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

5. PROFESSIONAL SERVICES

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

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

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

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

6. FEES AND PAYMENT

6.1. Fees.

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

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

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

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

6.2. Invoicing and Payment.

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

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

Except as otherwise stated in the applicable Order or SOW, Customer agrees to pay all invoiced amounts within thirty (30) days of invoice date. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (i) Acquia reserves the right to suspend the Subscription Services upon thirty (30) days' notice, until such amounts are paid in full, and (ii) Acquia will have the right to charge interest at a rate

equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Acquia in collecting such overdue amounts or otherwise enforcing Acquia's rights hereunder; provided that Acquia will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.3. Taxes. Fees for Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Unless Customer provides a valid, signed certificate or letter of exemption for each respective jurisdiction of its tax-exempt status, Customer is responsible for payment of all taxes, levies, duties, assessments, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "Taxes") arising from Acquia's provision of the Services hereunder, except any taxes assessed on Acquia's net income. If Acquia is required to directly pay or collect Taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse Acquia for any amounts paid by Acquia.

7. PROPRIETARY RIGHTS

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

7.2. Ancillary Programs, Third Party Tools. The Subscription Services (including Ancillary Programs) may interoperate with certain software products, including open-source software, owned by third parties and licensed directly to the Customer by such third party ("Third Party Tool"). Such Third Party Tool(s) is provided to the Customer without liability or obligation by Acquia and is subject to the applicable provider's terms and conditions and any such terms and conditions associated with such use are solely between Customer and such third party provider. Acquia does not provide any Support Services for Third Party Tools.

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

7.4. Deliverables. Excluding any property that constitutes Outside Property, any Deliverables shall be the sole property of Customer upon Customer's payment in full of all associated Professional Services fees. Acquia shall execute and, at Customer's written request, require its personnel to execute

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

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

8. CONFIDENTIALITY

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

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

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

8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party (i) provides

prompt written notice to the extent legally permitted, (ii) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure, and (iii) limits disclosure to that required by law (including but not limited to the California Public Records Act), regulation or legal process.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1. Acquia Representations & Warranties. Acquia represents and warrants that (i) Acquia has the legal authority to enter into this Agreement, (ii) the Subscription Services will materially conform with the relevant Documentation, (iii) the functionality and security of the Subscription Services will not be materially decreased during a Subscription Term, and (iv) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

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

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

9.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACQUIA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND ACQUIA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Acquia. Acquia shall indemnify, defend and hold Customer harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable attorney's fees) resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Subscription Services hereunder infringes or misappropriates the valid intellectual property rights of a third party (a "Claim Against Customer"); provided that Customer (a) promptly gives Acquia written notice of the Claim Against Customer; (b) gives Acquia sole control of the defense and settlement of the Claim Against Customer (provided that Acquia may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Acquia all reasonable assistance, at Acquia's expense. In the event of a Claim Against Customer, or if Acquia reasonably believes the Subscription Services may infringe or misappropriate, Acquia may in Acquia's sole discretion and at no cost to Customer (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching Acquia's warranties hereunder, (ii) obtain a license for Customer's continued use of Subscription Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Subscription

Services and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination. Notwithstanding the foregoing, Acquia shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim Against Customer to the extent it arises from (i) Customer Data or Customer Applications, (ii) use by Customer after notice by Acquia to discontinue use of all or a portion of the Subscription Services, (iii) use of Services by Customer in combination with equipment or software not supplied by Acquia where the Service itself would not be infringing, (iv) or Customer's breach of this Agreement.

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

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

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. EXCEPT FOR (I) EACH PARTY'S OBLIGATIONS SET FORTH IN SECTION 10 (MUTUAL INDEMNIFICATION), (II) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (III) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; OR (IV) ANY OTHER LIABILITY THAT MAY NOT BE LIMITED UNDER APPLICABLE LAW (THE "EXCLUDED MATTERS"), IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THREE (3) TIMES THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THOSE SERVICES GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER FORM AND/OR SOW IN THE 12 MONTHS PRECEDING THE APPLICABLE INCIDENT.

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

12. TERM AND TERMINATION

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

12.2. Renewal of Subscription Services. Except as otherwise specified in the applicable Order, the Subscription Services shall only be renewed for successive one-year periods by written document executed by both parties.

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

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

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

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

13. NOTICES, GOVERNING LAW AND JURISDICTION

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

13.2. Governing Law and Jurisdiction. If Customer is entering into this Agreement from the UK or a European Union member country, then this Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. If Customer is entering into this Agreement from Australia, then this Agreement is governed by the laws of New South Wales and subject to the exclusive jurisdiction of the courts of Sydney. Otherwise, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the Commonwealth of Massachusetts in Suffolk County or the United States District Court, Eastern District of Massachusetts. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Notwithstanding the foregoing, the parties acknowledge that any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such party's or third party's intellectual property rights might cause the other party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages. The United Nations

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to the Agreement.

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

14. GENERAL PROVISIONS

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

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

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

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

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

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

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

14.8. Public Relations. Customer agrees that Acquia may identify Customer as an Acquia customer in advertising, media relations, trade shows, the

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

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

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

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

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

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

14.14. Electronic Signature. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California,

WEB CONTENT SUPPORT SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

AXELERANT TECHNOLOGIES, INC.

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1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions of this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on March 31, 2024 and continues in effect through March 30, 2025, with the option to renew for four (4) additional annual renewals by written amendments, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed an annual amount of twenty-five thousand two hundred (\$25,200), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month,

and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology
Attn: Accounts Payable
3450 14th Street
Riverside, CA 92501

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-PSA-000009); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b. Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

- 5.6.1 Continue delivering services in all geographic areas currently served in County of Riverside until notified otherwise; and
- 5.6.2 Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and
- 5.6.3 Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical

condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street, 4th Floor
Riverside, CA 92501

Axelerant Technologies, Inc.
Attn: Sales and Contracts
68 Harrison Ave., Suite 605
PMB 64041
Boston, MA 02111-1929

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per

accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Insurance Requirements for IT Contractor Services:

1) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

2) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher

limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as

required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained

by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended

to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633 .2 of the Civil Code.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Axelerant Technologies Inc.,
a Delaware corporation

By: *Chuck Washington* By: *[Signature]*

Sachin KS

Chuck Washington

Name:

Sachin KS

Chair, Board of Supervisors

Title:

Associate Director

Dated: 3/19/2024 Dated: _____

03 / 12 / 2024

ATTEST:

Kimberly Rector
Clerk of the Board

By: *Naomy Li*
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: *[Signature]*
Kristine Bell-Valdez
Deputy County Counsel

Dated: _____

MAR 19 2024 3.16

Exhibit A
Scope of Work

CONTRACTOR shall provide the followings to COUNTY:

A1. Support Services

A1.1 Dedicated Project Manager: Axelerant Project Manager, and the Support and Continuous Development Team will collaborate with the customer for planning and executing the support and maintenance scope of activities.

A1.2 Uptime Support: Upon notification by the system of a disruption in website operability, Axelerant will, in accordance with the Service Level Agreement, perform the necessary actions to determine the cause of the issue, repair the Platform and return it to its fully operational state.

A1.3 Security Updates: When applicable highly critical and critical Drupal security patches are released, Axelerant shall patch the Site in scope with the required services within the same day (as per the IST business hours), and conduct testing and manual review within the same day or sooner of a release. Post which, the release will be available for the UAT testing within 1-2 hours of a patch release on the site.

All the non-critical Drupal security updates will be clubbed into one release for the optimal use of the support hours.

All updates to the production system must be coordinated with the RCIT dev team and applied only after obtaining approval from the RCIT Change Control Board.

Additionally, all security and non-security updates should be scheduled after Friday 5:00 PM PST on the production servers.

A1.4 Quality Updates: Axelerant will update Company's Platform with necessary Drupal core and contributed modules, a prerequisite for quick and hassle-free same-day security updates without regressions. Axelerant will fix bugs including, but not be limited to, deviations from written requirements and acceptance criteria or flaws or faults in a code solution delivered by Axelerant that causes it to produce an incorrect or undesired result, or to behave in unintended ways. Axelerant will test all patches and fixes prior to deployment to production. Axelerant will allow the customer, at its option, to test patches, bug fixes, and prior to deployment to production. Should it be necessary to revert to prior code once in production, all code for the supported website will be maintained in a Git version control repository.

A1.5 Helpdesk and Extended Support Hours: The customer may contact Axelerant help desk 24 hours a day, 7 days a week by email at support@axelerant.com. Requests received outside of Standard IST Business Hours and assigned a Priority level other than Urgent will be processed the following business day in accordance with the Service Level Agreement.

A2. Service Level Agreement (SLA)

Priority	Description	Response Time	Progress Updates Time	Resolution Time
<i>Urgent</i>	<ul style="list-style-type: none"> • Problem rendering production system inoperative, or production operations or productivity are severely impacted with no available workaround. • It excludes the support required for using the application. 	Within 1 hour, or within 2 hours if Outside Standard Business Hours	Hourly	Restore the system to the last working state within 4 hours and provide a working resolution within 4 business hours.
<i>High</i>	<ul style="list-style-type: none"> • Production system operating but issue is causing disruption of business operations or is a serious problem that could potentially block progress. • A workaround cannot be used for an extended period. 	Within 2 Standard Business Hours	Every 4 standard business hours	Within 1 working day

<p>Medium</p>	<ul style="list-style-type: none"> • Production system is operating, and the issue’s impact on business operations has the potential to affect progress. • A workaround for an extended period is possible. 	<p>Within 1 working day</p>	<p>Twice per week</p>	<p>Planned Release</p>
<p>Normal</p>	<ul style="list-style-type: none"> • Production system is operating, and the issue’s impact on business operations is moderate to low. • A workaround or alternative is available. 	<p>Within 2 working days</p>	<p>Weekly</p>	<p>Planned Release</p>
<p>Low</p>	<ul style="list-style-type: none"> • Issue is a minor inconvenience and does not impact business operations in any significant way. • Issues with little or no time sensitivity. 	<p>Within 5 working days</p>	<p>Weekly</p>	<p>Planned release</p>

Axelerant acknowledge this timeframe represents the maximum duration they anticipate for the restoration process. However, primary objective remains to expedite the site restoration as swiftly as possible, ideally within a shorter time frame. They committed to prioritizing this task to minimize any disruptions and ensure the site is up and running smoothly in the best-case scenario.

Axelerant acknowledge collaborating with the PST timezone against the business-critical severity tickets and discussions.

Axelerant understand the timeline for the Knowledge transfer from the incumbent with a shorter overlap and hence Axelerant would like to propose to provide Axelerant with read-only access to the systems so that Axelerant could in parallel do the due diligence and come up proactively with our clarifications to ensure Axelerant could capitalize the most with the shorter overlap of the Knowledge transition timeline.

For critical issues, Axelerant will share the hourly progress report with the COUNTY based on the progress made from the earlier update. If no further updates are available, then the hourly update

will remain as a recurring status as per the previous update reported.

A3. Service Escalation

- a. The Project Manager (PM) serves as the primary contact point to share feedback and report service issues.
- b. Service Level Agreements (SLA).
- c. In case resolution is not provided within the committed ETA or is not satisfactory, further escalation can be done as per the Escalation Process Management in the proposal.
- d. JIRA Service Desk to report Incidents.
- e. Automated escalation process with the help of Opsgenie and Uptime robot tools.
- f. Details of further escalation point of contacts (like Account Managers) will be shared.

A4. Escalation process

Severity	Situation	Expected Response	Escalation Point
Critical	Catastrophic Business/ Partnership impact – Technical / Non Technical Needs Immediate attention	1 st call/email response in 1 hour or less	Head of Industry Sales and Client Partnerships
High	Critical Business Impact – Significant relationship impact / Loss or degradation of technical / support service / team member performance	1 st call/email response in 2 hours or less Effort during business hours only	Account Manager
Medium	Moderate Business Impact Moderate loss or degradation of technical and support services / team member performance but work can reasonably continue in an impaired manner	1 st call/email response in 4 hours or less Effort during business hours only	Account Manager / Project Manager
Low	Minimum Business Impact Substantially functioning with minor or no impediments to service	Effort during business hours only	Project Manager

A6. Monitoring

A7. Process and Tools

A8. Web Support Essentials

- a. Drupal Core Security Updates
- b. Module Security Updates
- c. UAT Testing & Version Control
- d. Uptime Monitoring
- e. Helpdesk Support access
- f. Continuous development / Enhancement

A9. Standard Reporting Process

- a. Agile Processes
- b. Weekly/ Monthly Meetings
- c. Net Promoter Scores (NPS)
- d. Customer Satisfaction Surveys
- e. Periodic Status Reports
- f. Consumed Hours Reports
- g. Audit Reports
- h. Executive Check-ins
- i. Transparent Dashboards
- j. Proven Performance Management
- k. Escalation Management Plan
- l. Dependable Service Level Agreements
- m. Root Cause Analysis (RCA) Reports

**Exhibit B
Payment Provision**

Onboarding, Project Inception & Site Audit (one-time activities)	Tentative Timeline	Price (USD)
Onboarding * <ul style="list-style-type: none"> • Local Setup • Review Source Code • Review documentation • Review existing processes, including deployment • Review of existing Backlog & Issue list 	1-2 week	\$1,000
Project Inception and Site Audit ** <ul style="list-style-type: none"> • Perform Technical Audit site and share the change/update recommendations • Setup Uptime monitoring • Documentation Setup 	1-2 weeks	\$2,500
Total		\$3,500

* Kickoff & Onboarding Fee would be applicable only one time.

Support & Continuous Development	Price USD Year 1 and Year 2	Price USD Year 3, 4 and 5
Drupal Support Essentials <ul style="list-style-type: none"> • Application Support (includes security updates and other support needs) • Uptime Monitoring • 30 hours per month* 	\$2,100/ Month	\$2,226/ Month

	<p>Year 1: \$25,200 Year 2: \$25,200</p>	<p>Year 3: \$26,712 Year 4: \$26,712 Year 5: \$26,712</p>
<p>Continuous Development / Enhancement (Per prioritized backlog)</p>	<p>\$70/hour</p>	<p>\$74/hour</p>

Note: As part of the Audit phase, Axelerant intend to do a detailed analysis of the code base and the modules and derive.

The accuracy of the Support hours for Drupal Applications. Axelerant is flexible to revise the Support hours if the consumption of the forecasted support hours goes unutilized consecutively for a period of 3 months through a mutual agreement. Also, if there is no utilization of the monthly support hours, these will be planned on the backlog tickets as part of the Continuous Development. Hours will be rolled over on a monthly basis.

Typically, and historically the overall Project management effort is 10~15% of the overall X hours per month against the overall Engagement delivery activities including the Scrum ceremonies and there are no additional hours that get logged.

Both parties will agree upon the Working agreements as an Annexure as part of the Onboarding.

Signature Certificate

Reference number: JGFPT-MTXOZ-CWHJX-4MGJU

Signer

Timestamp

Signature

Sachin KS

Email: sachin.ks@axelerant.com

Shared via link

Sent:

12 Mar 2024 04:14:02 UTC

Viewed:

12 Mar 2024 04:14:13 UTC

Signed:

12 Mar 2024 04:14:28 UTC



IP address: 171.76.81.85

Location: Bengaluru, India

Document completed by all parties on:

12 Mar 2024 04:14:28 UTC

Page 1 of 1



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JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Date: March 7, 2024
From: Jim Smith, Chief Information Officer
To: Purchasing Agent
Via: Krishna Lawrence, Administrative Service Analyst
Subject: Single Source Justification for Web Content Support Service Agreement for Maintenance and Support for Riverside County Websites

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to: psolesource@rivco.org.

1. **Supplier being requested:** Axelerant Technologies
2. **Vendor ID:** _____
3. **Single Source** **Sole Source**
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

Yes **No**
SSJ# _____

- 4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:**

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.) Web Content Support Service Agreement for maintenance, support, and enhancement services for the County Websites.

6. **Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

The County's public-facing websites play a crucial role in engaging residents and businesses through critical and timely communication. Professional services will include monitoring and updating the platform with security patches, as well as providing website enhancements tailored to meet departmental needs while maintaining County branding and security requirements.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

WCMS is in alignment with RCIT's continuing efforts to optimize information technology solutions to focus on reducing duplicate cost and efforts while increasing security and efficiencies. This solution will provide the necessary infrastructure and support to ensure all web-based services and information will remain available for County departments and County constituents. There is no negative impact on citizens or businesses.

8. **Period of Performance:** Five (5) years, renewable annually.

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*


Payments to vendors will be made based on the payment schedule detailed the agreement, as follows:

Description:	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
One Time Cost: Onboarding / Project Inception and Site Audit	\$3,500	\$0	\$0	\$0	\$0	\$3,500
Yearly Cost: Support and Development	\$25,200	\$25,200	\$26,712	\$26,712	\$26,712	\$130,536
Total	\$28,700	\$25,200	\$26,712	\$26,712	\$26,712	\$134,036

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*
 The County of Riverside Purchasing, on behalf of RCIT, issued a Request for Proposal (RFP) #RIVCO-2021-RFP-0000233 on March 23, 2021, soliciting proposals for countywide web content management solution. The RFP solicitation was sent to 63 potential vendors resulting in a total of nine respondents. After careful evaluation and consideration of all aspects of the proposals, the County Evaluation Committee, consisting of representatives from RCIT, recommended the award to Promet Solutions as the most responsive responsible bidder. Promet proposed Acquia Web Hosting platform to support all county's public facing website. After very detailed analysis and negotiation directly with Acquia, the department determined that Acquia would provide the best value to the county. Acquia introduced Axelerant as their valued partner that have implemented and supported Acquia solution for other government agencies within the United States. Throughout multiple interviews and negotiations with Axelerant, the department determined Axelerant to be qualified and provide the lowest cost to support the county.

March 19 2024

11. **Projected Board of Supervisor Date (if applicable):** ~~March 19, 2024~~
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 Jim Smith - CIO 3/11/2024

Department Head Signature (or designee) **Print Name** **Date**

 The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve **Approve with Condition/s** **Disapprove**

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 23/24: \$ 28,700

FY 24/25: \$ 25,200

FY 25/26: \$ 20,712

FY 26/27: \$ 20,712

FY 27/28: \$ 20,712

Reviewed by Procurement Contract Specialist (PCS):

Signature: _____

Date: 3/12/2024

Melissa Curtis 3/12/2024 24-206

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)