



BUSINESS PARTNER REFERRAL AGREEMENT

This Business Partner Referral Agreement, the Program Terms, and the Deal Registration Form (collectively, the “**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 _____ (“**Partner**”). This Agreement shall govern Partner’s participation in the **Program**. This Agreement shall be effective on the date last signed below (the “**Effective Date**”).

1. DEFINITIONS

“**Acquia Products**” means Acquia’s products and services described via the URL at <https://docs.acquia.com/guide>, as updated from time to time.

“**Customer**” means a third party that enters into a written agreement with Acquia for the purchase of Acquia Products resulting from Partner’s efforts under this Agreement and that satisfies the requirements of a Qualified Lead.

“**Deal Registration Form**” means the opportunity registration form that is available to Partners on the Acquia Business Partner Portal located [here](#).

“**Lead**” means a sales opportunity with a potential customer.

“**Partner**” means the entity named on the Partner Profile form.

“**Partner Commissions**” means the Referral Fees and/or Co-Selling Fees Partner is eligible to receive pursuant to this Agreement.

“**Program**” means the Acquia Business Partner Referral Program.

“**Program Terms**” means the information about the Program located [here](#), as such program shall exist from time to time. Program Terms are subject to change and/or discontinuance by Acquia upon thirty (30) days’ notice to Partner via Acquia’s Business Partner Portal.

“**Program Rewards**” means Partner Commissions or Credits.

“**Qualified Lead**” means a Lead that, in Acquia’s sole discretion, satisfies the following: (a) information regarding the Lead is submitted by Partner to Acquia via the applicable Deal Registration Form; (a) Acquia has not already submitted a proposal to such Lead for the same opportunity registered by Partner, (b) Acquia has not had one or more face-to-face meetings or substantial phone conversations with such Lead for the same opportunity registered by Partner during the six (6) months preceding the receipt of the Deal Registration Form, (c) Acquia has not already received a referral for such opportunity from a third party, and (d) Acquia has not already logged the opportunity in its sales lead system.

2. APPOINTMENT AND AUTHORITY. Acquia hereby appoints Partner, and Partner accepts a non-exclusive appointment as an Acquia Referral Partner of Acquia Products under the Program Terms. Partner hereby agrees that it shall abide by the Program Terms for the term of the Agreement. Partner agrees to achieve and maintain compliance with the minimum Program standards and agrees to participate in periodic reviews by Acquia to ensure compliance. Acquia reserves the right, in its sole discretion, to downgrade Partner’s partner level if Partner fails to satisfy the minimum commitments set forth in the

Program Terms. Acquia also reserves the right, in its sole discretion, to upgrade Partner to a higher partner level. All changes to a partner level will be communicated to Partner. Any Leads registered by Partner or any Qualified Leads converted to Customer after such notification date will be calculated at the new partner level. Acquia reserves the right to determine Program requirements, guidelines and criteria, and Partner’s compliance with the same.

3. PROGRAM PARTICIPATION. Partner may refer Leads to Acquia by submitting the Deal Registration Form to Acquia. Acquia will notify Partner of Acquia’s acceptance or rejection of a Lead within seven (7) business days from its receipt of the Deal Registration Form. A failure to respond by Acquia shall constitute a rejection by Acquia.

Only Qualified Leads that are transmitted by Partner on a Deal Registration Form and received by Acquia before the expiration or termination of this Agreement, and which subsequently result in the execution of an agreement with Customer for Acquia Products within six (6) months of the date the Deal Registration Form, will be eligible for Credits or Partner Commissions, as applicable.

4. MARKETING ACTIVITIES, PRODUCTS AND SERVICES. Acquia may provide Partner with special support, training, education, and other programs and services intended to promote Acquia Products. Acquia will make available to Partner promotional and informational materials regarding the Program. Partner will use such materials solely for the purpose of promoting Acquia Products to Leads. Partner will not engage in any deceptive, misleading, illegal or unethical business practices and will not make any representations, warranties, guarantees or similar statements regarding Acquia Products which are inconsistent with those contained in Acquia’s such materials. Partner will use commercially reasonable efforts to recommend Acquia Products to Leads. Acquia and Partner agree to conduct periodic checkpoint meetings to review strategy, technology roadmaps, marketing programs and other matters relevant to the success of this business relationship. Acquia will make available to Partner training and technical support services. Depending upon the particular Acquia Products involved, Acquia may require that Partner obtain a certain level of technical expertise in order to recommend Acquia Products. Acquia will offer fee-based periodic training classes in order for Partner personnel to obtain and maintain such technical expertise, at Acquia’s fees then in effect.

5. TRADEMARK LICENSE. Subject to the terms and conditions of this Agreement, each party (“**Mark Owner**”) hereby grants the other party (“**Mark Licensee**”), a non-exclusive, non-transferable, royalty-free, worldwide license to use its Marks, solely during the term of this Agreement as necessary to perform the marketing and promotional obligations described herein. Any use of the

other Party's Marks shall be subject to the Mark Owner's right to review and approve or reject in advance each proposed use of the Mark, and shall conform with any trademark usage guidelines, policies, or requirements provided by the owner of the Mark. Any rights not expressly licensed herein are reserved by the Mark Owner, and all use by the Mark Licensee shall accrue to the benefit of the Mark Owner. The Mark Licensee will not take any action that would conflict with or be contrary to the Mark Owner's rights and interest in its Marks. Nothing contained herein shall be deemed to grant either party any right, title or interest in or to the other's Marks other than the license granted herein. As between the parties, Acquia acknowledges that Partner is the sole and exclusive owner of the Partner Marks, and Partner acknowledges that Acquia is the sole and exclusive owner of its Marks.

6. TRIAL SERVICES. From time to time Acquia may invite Partner to try, at no charge, Acquia products or services not generally available ("**Trial Services**"). Partner may accept or decline any such trial in Partner's sole discretion. Any Trial Services will be clearly designated as trial, beta, pilot, limited release, or by a similar description. Trial Services are provided for evaluation purposes and not for production use. Acquia may provide Partner with product, support, engineering and/or technical services on an "as needed" basis as determined by Acquia in its sole discretion. 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. Partner shall have sole responsibility and Acquia assumes no liability for any Partner data that Partner may choose to upload on the Trial Services. Acquia may, in its sole discretion, discontinue Trial Services at any time.

7. PARTNER COMMISSIONS; CREDITS. During the Term and provided Partner is not in default of any obligations hereunder, Partner shall be eligible to receive Partner Commissions, or opt to receive Credits in lieu of such Partner Commissions in accordance with this Section 7 and the Program Terms for Qualified Leads and the Customers generated therefrom arising from Partner's efforts under this Agreement.

(A) REFERRAL FEES. Provided Partner has not opted to receive Credits, Acquia will pay to Partner the Net Revenue of the applicable fee percentage set forth in the Program Terms for each new Customer sourced by Partner ("**Referral Fee**"). "**Net Revenue**" means the amount actually paid to Acquia by a Customer for the first year of the Subscription Service. Net Revenue shall: (i) be calculated net of any discounts, taxes payable and refunds, and (ii) shall exclude any training, consulting or other professional services, online subscriptions, Acquia certifications, events, or fees for third-party products or services. Renewals are not eligible for Referral Fees. Only one Partner is eligible to receive a Referral Fee for each Qualified Lead that results in an Acquia Customer.

(B) CO-SELLING FEES. Partner may receive Co-Selling fees as set forth in the Program Terms ("**Co-Selling Fees**") pursuant to the Co-Selling Fee Terms, outlined in the Program Terms. Partner may be eligible for a Co-Selling Fee only when Partner provided Assistance (as defined below) to Acquia in the sale of the Acquia Products to such Customer. Partner will not be eligible for Co-Selling Fees for any customers introduced to Partner by Acquia. "Assistance" means the Partner played an active role in the sales cycle and performed more than one of the following functions required to advance a deal from Qualified Lead to closure with a

Customer: Partner must notify their Acquia Channel Manager to be considered for Co-Selling Fees prior to a Qualified Lead executing a contract with Acquia for Acquia Products. The determination of Co-Selling Fees will be made solely by Acquia and will be communicated to Partner in writing. Renewals are not eligible for Co-Selling Fees. If multiple partners are eligible to receive a Co-Selling Fee for the same Lead, Acquia will determine, in consultation with all involved partners, but in its sole discretion, how much Co-Selling Fee each partner will receive and will notify each partner in writing of their allocation.

(C) CREDITS. Preferred and Global Select Partners may opt in to the Acquia Partner Credit System, which enables them to receive credits in lieu of an equivalent dollar amount of Partner Commissions ("**Credits**"). Credits may be applied towards marketing, training, or certification programs that have been approved by Acquia. In the event Partner has elected to receive Credits, for each Customer, Acquia will credit to Partner the Net Revenue of the applicable Partner Commission percentage set forth in the Program Terms. Credits expire 12 months from the date Acquia has marked the Qualified Lead as closed won.

8. PAYMENT TERMS. Acquia will pay Partner all applicable Partner Commissions or issue all applicable Credits, in US Dollars, by the end of the quarter following the quarter in which a Customer executes a contract with Acquia and Acquia receives the corresponding payment from the Customer. Partners located in the US will be paid by ACH; Partners located outside the US will be paid by wire. Acquia will not be liable for any payments to Partner for business that was not registered in accordance with this Agreement.

In order to receive payment under this Agreement, Partner must have: (i) agreed to the terms of this Agreement (generally completed through the Acquia Business Partner Portal); (ii) completed all information in Acquia's account information form; (iii) submitted to Acquia the necessary tax documents (i.e., a completed Form W-9 for U.S.-based Partners; and (iv) returned the forms required by (ii) and (iii) above by email to ap@acquia.com.

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 8(i-iv) remain outstanding for six (6) months immediately following the close of a Qualified Lead, then Partner's right to receive a Referral Fee arising from any and all Qualified Leads with the associated Customer will be forfeited (each, a "Forfeited Transaction"). Acquia will have no obligation to pay Partner any Referral Fees associated with a Forfeited Transaction. Once Partner complies with all of the requirements in section 8(i-iv), then Partner will be eligible to receive Referral Fees on Qualified Leads, as long as these Qualified Leads do not involve the same Customer associated with a Forfeited Transaction.

9. TAXES. Partner is responsible for payment of all taxes applicable to the Referral Fees. Partner will be assessed sales tax unless Partner provides Acquia with a valid reseller certificate that indicates tax should not be applied to the Referral Fee amount. All amounts payable by Acquia to Partner are subject to offset by Acquia against any amounts owed by Partner to Acquia.

10. CONFIDENTIALITY. Both parties acknowledge that each party will share with the other certain confidential information of each other's business and/or information concerning Leads, including but not limited to a party's business and pricing programs and information, capabilities, software technology, product plans, customer and prospect information, specifications, techniques, processes, inventions, methodologies, and other information or

material, owned, possessed or used by either party which is at any time so designated confidential or any information that reasonably should be understood to be confidential and proprietary (the "Confidential Information"). Each party agrees to take commercially reasonable security measures, at least equal to that which each party uses to protect its own proprietary information to prevent the unauthorized use, duplication, or distribution of the other party's Confidential Information. A party may disclose the other party's confidential information if required by any judicial or government request, requirement, or order, provided, however, that such party will promptly notify the other party of any such request, requirement, or order, and will cooperate with the other party to contest any such request, requirement, or order.

11. TERM; TERMINATION. This Agreement shall commence on the Effective Date and shall remain in effect for a period of one year and will automatically renew for successive one-year terms thereafter unless terminated as set forth below. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party. Termination of this Agreement will not relieve either party of any then-accrued payment obligation to the other. Partner will not have any right to any indemnity or payment of compensation or damages resulting from Acquia's termination of this Agreement and expressly waives any and all rights to the same. Upon any expiration or termination of this Agreement, Partner agrees to immediately cease referring to themselves as an Acquia Partner, promoting Acquia Products, and using the Acquia Logos and marketing materials.

12. WARRANTIES. Acquia believes strongly in adhering to the strictest of legal and ethical standards in its business practices. As a result therefore, each party represents and warrants to the other the accuracy and truth of each of the following statements in respect of each referral made in accordance herewith, now and at the time of each such Qualified Lead: (a) except as specifically provided herein, such party (or any of its employees, agents and representatives) has not paid a referral fee or any part thereof to any employee, agent or representative of the other party or a Lead in connection with such transaction; (b) such party (or any of its employees, agents and representatives) has not engaged in any illegal activity related to such transaction, and (c) such party (or any of its employees, agents and representatives) has not made any representation on behalf of the other party. In addition, Partner warrants that it has and will continue to maintain all rights and permissions as may be necessary for (i) the Partner to transfer or make available the personally identifiable information pertaining to Leads to Acquia as contemplated under the Agreement and (ii) Acquia (and its third party partners) to use such information for the purposes of contacting the Leads in connection with the registered opportunity.

EXCEPT AS OTHERWISE SET FORTH HEREIN, ACQUIA MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PARTNER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

13. INDEMNIFICATION. Partner agrees to indemnify, defend and hold Acquia, its affiliates and their respective directors, officers and agents ("Acquia Indemnified Parties") harmless, from and against any and all liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements (collectively, "Losses") resulting from any claim, suit, action, demand or proceeding brought by a third party

against Acquia Indemnified Parties (each a "Claim"), arising from or relating to (a) the marketing, promotion or use by Partner of the Acquia Products in any manner which violates this Agreement, including any unauthorized representations, warranties or guarantees made by Partner concerning Acquia Products or any applicable law, rule, or regulation, (b) violation of applicable law, or (c) arising from Partner's acts or omissions that are inconsistent with this Agreement.

14. LIMITATION OF LIABILITY. OTHER THAN CLAIMS RELATED TO BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS REVENUE OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACQUIA'S TOTAL CUMULATIVE LIABILITY TO PARTNER FOR ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE PARTNER COMMISSIONS PAID IN THE PRECEDING TWELVE (12) MONTH PERIOD.

15. OWNERSHIP. Nothing herein will be deemed to transfer to Partner title to any intellectual property rights (including, without limitation, any trademark or copyright) in or to any Acquia Products or any associated documentation or training materials.

16. COMPLIANCE WITH LAW. Partner shall comply with all applicable laws and regulations, including without limitation all applicable U.S. federal and state export, labor, environmental, health and safety laws and regulations. Partner agrees to comply with all federal, state and local laws, rules and regulations pertaining to Partner performance under this Agreement. Moreover, Partner acknowledges and agrees that any payments made to Partner will not be used for any payment in violation of any applicable law, rule, regulation practice or code of ethics. In performing their respective obligations under this Agreement, the Parties will comply with the United States export control and asset control laws, regulations and orders as they may be amended from time to time, applicable to the export or re-export of goods or services, including software, processes, or technical data ("EAR"), International Traffic in Arms Regulations ("ITAR") and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively "Export Control Laws"). Partner will comply in all respects with all United States and foreign laws, regulations and standards applicable to its activities under this Agreement. Specifically, with respect to laws relating to corruption, commercial bribery, and money laundering, Partner represents and warrants that no part of any fees paid or payable to Partner or any profits obtained by Partner in connection with Partner's activities on behalf of Acquia will be (i) directly or indirectly paid, offered, transferred, or given to any official, representative, or employee of any government, government agency, or instrumentality for the purpose of obtaining or retaining business for or with, or directing business to, any person or company, or (ii) otherwise used for any purpose which would violate the U.S. Foreign Corrupt Practices Act or any other laws, regulations, and standards of the United States or other applicable countries. Partner also represent and warrant that none of Partner's owners, principals, officers, employees, or staff members are officials, officers, employees, or representatives of any government, governmental agency, or political party or a candidate for political office, and that it will not be involved in the decision-making process associated with any award that may be made in response to any bid by Acquia. In accordance with the Federal Acquisition Regulation, 52.203-11: (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation

on Payments to Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this provision, (b) Partner, by entering into this Agreement, hereby certifies to the best of his or her knowledge and belief that (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Agreement or any resulting sale arising therefrom and, (2) Partner shall not engage in "lobbying" (as that term is defined under applicable Federal, state and local laws and regulations) in connection with this Agreement.

17. MISCELLANEOUS. The parties will be deemed to be independent contractors. Nothing in this Agreement shall create any legal partnership, joint venture, agency, franchise, employment relationship or any other relationship between the parties beyond the relations set out in this Agreement. All notices relating to this Agreement shall be in writing. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law principles. Any civil action or legal proceeding arising out of or

relating to this Agreement shall be brought exclusively 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 exclusive 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. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. Partner may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Acquia. This Agreement constitutes the entire agreement between Acquia and Partner, superseding any prior or contemporaneous oral or written agreements between the parties with respect to the Program and the Acquia Products available under the Program. The Agreement and all of its provisions may not be amended or waived unless agreed upon in writing signed by the parties hereto. Terms and conditions of this Agreement are severable. If any provision is deemed illegal or unenforceable, all other provisions will remain in effect. This Agreement may be executed in counterparts. The provisions of Sections 10, 11, 12, 13, 14, 15, 16, and 17 will survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last set forth below.

ACQUIA

PARTNER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____