

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

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AGREEMENT

This agreement (the “Agreement”) is made this 1st day of _November, 2018, in the City and County of San Francisco, State of California, by and between: Carahsoft Technology Corp. located at 1860 Michael Faraday Drive Reston, VA 20190, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration (collectively the “Parties”).

Recitals

WHEREAS, the City wishes to license certain Salesforce.com software as a service (SaaS) through Contractor under this Agreement.

WHEREAS, the Office of Contract Administration has approved the Department of Technology’s sole source waiver request.

WHEREAS, Contractor represents and warrants that it is qualified to provide such software as a service and required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

1. Definitions.

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This document and any attached exhibits, including any future written and executed amendments.
Authorized Users; User	As used herein, a person authorized by City to utilize the SaaS Application, including any City employee, contractor, or agent, or any other individual or entity authorized by City.
Back-Up Environment	As used herein, Contractor’s back-up data center for the SaaS Services.
Business Hours	Those hours which fall on any Monday through Friday between the hours of 6 AM (Pacific Time) to 6 PM (Pacific Time).
City Data; Authorized User Data	All data, including all text, sound, or image files that are provided to Contractor, collected by or created in, or on behalf of the City, through use of the SaaS Application. As between the Parties, the City retains all right, title and interest in and to City’s and Authorized User Data.
Contractor’s Website	The Website that provides Authorized User access to the SaaS Application Services.
Deliverables	Those SaaS Products identified in Exhibit 3 and/or a future Purchase Order.
Documentation	Documentation means the applicable Service’s Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.
Identified Administrator	Each Ordering Department (Org) will assign 1- 4 Authorized Users to act as primary liaison(s) between that Org and SFDC.

Primary Environment	As used herein, Contractor’s primary Data Center for providing SaaS Services.
Ordering Department; Subscriber; Customer	The City Department (Org) that executes a Purchase Order for a SaaS Software subscription.
Purchase Order	A Purchase Order of the City, properly executed by the Ordering Department, and certified by the Controller for the specific funding of that Purchase Order and approved by the Office of Contract Administration.
SaaS Issue	As used herein, a problem with the SaaS Services identified by the City, reported to the Contractor, and which requires a response by Contractor to resolve.
SaaS Software; Product; Application; Service	Those SaaS Software programs, Applications, Products, Services, and associated documentation licensed to City by Contractor as listed in this Agreement and exhibits and any modification or Upgrades or modifications to the program(s) provided under this Agreement.
Scheduled SaaS Maintenance	The time (in minutes) during the month, as measured by Service Provider, in which access to the SaaS Services is scheduled to be unavailable for use by the City due to planned system maintenance and major version upgrades.
SFDC	Salesforce.com
Contractor Holidays	New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
SLA Credit	That credit to be provided to the City for SFDC’s failure to make the Service available as set forth in the SLA.
Unscheduled SaaS Maintenance	The time (measured in minutes) during the month, as measured by Contractor, in which access to SaaS Services is unavailable for use by the City due to reasons other than Scheduled SaaS Maintenance.
Malicious Code	Code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the City. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the City, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.

This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such

advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3. Term of the Agreement; Guaranteed Not to Exceed Maximum Price (GMP); SLA Credits; Co-Termed Subscriptions; Order and Renewal Approvals

a. Term: Subject to Section 2, the term of this Agreement shall commence on November 1, 2018 and expire 12 years later on October 31, 2030.

b. Renegotiation of Agreement: Commencing on the seventh (7th) anniversary of this Agreement, the City and Contractor will negotiate in good faith to extend the term of the current agreement for a duration and on such rates, terms and conditions as the parties may agree, subject to the City obtaining all requisite final approvals including, as appropriate, from the San Francisco Board of Supervisors.

c. GMP: The Guaranteed Not-To-Exceed Maximum Price (GMP) for the 12-year term shall be Fourteen Million Four Hundred Thirty Two Thousand Seven Hundred Sixty Two Dollars and no Cents (\$14,432,762.00), of which One Million Three Hundred Twelve Thousand Sixty Nine Dollars and no Cents (\$1,312,069.00) shall constitute Contingency funds to be expended by the City acting in its sole discretion, pursuant to Section 3.d.ii (Contingency Change Order), below.

d. Contract Amendments; Budgeting Revisions.

i. Formal Contract Amendment: Contractor shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 45 (Modification of Agreement).

ii. Contingency Change Order: The City shall have authority to use Contingency funds without the execution of a Formal Amendment, to purchase additional Services and/or make changes to the work in accordance with the terms of this Agreement (including such terms that require Contractor's agreement), not involving an increase in the GMP or the Term, by use of a written Contingency Change Order.

e. LBE Payment and Utilization Tracking System. (Reserved).

f. SLA Credit: SLA Credits shall be refunded to City at the termination of each SaaS subscription that is not renewed. SLA Credits shall be applied against/deducted from the annual subscription price for each SaaS that is renewed. The City may obtain Contractor's SLA compliance report available at <https://trust.salesforce.com/> to obtain an annual SLA compliance report reflecting the Service availability. This report will be the basis for calculating any SLA credits due to the City.

4. Effective Date of the Agreement.

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

5. SaaS Grant of Access:

a. **Grant of Access:** Subject to the terms and conditions of this Agreement, Contractor grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide right to access, display, and execute the SaaS Application and SaaS Services during the Term of this Agreement and based on each Customer's specified period of performance as indicated on each order placed against the contract and any renewals thereof, if any.

b. **Click-Wrap Disclaimer:** No "click to accept" agreement that may be required for the City and/or Authorized Users' access to the SaaS Services or Contractor's Website and no "terms of use" or "privacy policy" referenced therein or conditioned for use of the SaaS Services or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the SaaS Services through the Contractor's Website, but the provisions of such "click to accept" agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for City and/or each such Authorized User.

c. **SaaS Application Title:** City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights in the SaaS Application or SaaS Services except those expressly granted by this Agreement. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any SaaS Application or Services or any related materials or Documentation by Contractor.

d. **Authorized APIs:** City shall be permitted to access and use Contractor's SaaS Application Program Interfaces (API's) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. The Salesforce Service comes with a standard number of APIs based on license type. Additional APIs can be purchased if necessary. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor. Functionality and compatibility of City developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

e. **Proprietary Markings:** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed SaaS Application or any related materials or Documentation.

6. Services Contractor Agrees to Perform.

During the Term of this Agreement, Contractor will perform all of the services set forth in the Exhibits, including the following:

a. Provide all hardware, software and other equipment at Contractor's hosting site or any Description of Services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application and Services.

b. Provide Authorized User access to the SaaS Application and Services pursuant to the grant of access in Section 5 (SaaS Grant of Access).

c. Comply with the Service Level Obligations. It is mutually agreed and understood, that the Service Level Obligations will be applied beginning on the first full calendar month following the commencement of the term of the SaaS Application and Services as provided in Exhibit 5 attached hereto. The Service Level Obligations will be applied throughout the term of this Agreement regardless of downgrades in service. SLA Credits will be deducted from SaaS subscriptions either as a credit back if the service is not renewed or as a credit forward upon the next annual renewal.

- d. Maintain the correct operation of the SaaS Application and Services, Contractor's Website, and provide SaaS Maintenance Services and support services as specified in this Agreement.
- e. Provide telephone support for Authorized Users in the operation of the SaaS Application and Services.
- f. Provide Disaster Recovery Services as described in Section 26(d) and Exhibit 5.

7. Document Delivery.

Contractor will deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives City access to the SaaS Application and Services. The Identified Administrator will receive initial access to the service.

8. Contractor's Default (Reserved.)

9. City Data.

a. **Ownership of City Data:** City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same is reserved by City.

b. **Use of City Data:** Contractor is provided a limited license to City Data, including a license to collect, process, store, generate, analyze and display City Data, only to the extent necessary to providing SaaS Services and not for Contractor's own purposes or later use. Contractor shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the SaaS Services, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, aggregate, sell, rent, transfer, distribute, create derivative works or otherwise disclose or make available City Data for Contractor's own purposes or for the benefit of anyone other than City without City's prior written consent.

c. **Access to and Extraction of City Data:** City shall have access to City's Data 24 hours a day, 7 days a week. The City shall have the ability at any time during the course of their Service subscription to export their data in a .csv file.

d. **Backup and Recovery of City Data:** As a part of the SaaS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted. Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and maintaining the security of City Data. Contractor's backup of City Data shall not be considered in calculating storage used by City.

e. **Unauthorized Disclosure of City Data:** In the event of any unauthorized disclosure of City Data Contractor shall, as applicable:

- i. Notify City as soon as practicable but no later than twenty-four (24) hours of discovery of a security incident resulting in unauthorized disclosure of Customer Data;

- ii. Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; In the case of personally identifiable information (PII), at City's sole election, (a) notify the affected individuals as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals subject to the limitation set forth in Section 24 (Liability of Contractor).

- iii. In the case of PII provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the

absence of any legally required monitoring services, for no fewer than eighteen (18) months following the date of notification to such individuals subject to the limitation set forth in Section 24 (Liability of Contractor);

iv. Perform or take any other actions required to comply with applicable law as a result of the occurrence;

v. Without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and against all third-party Claims, damages, and/or liabilities, including but not limited to statutory penalties and/or fines, reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City for the unauthorized disclosure of City Data by Contractor and for which the Contractor is legally liable;

vi. Provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

vii. Notification as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider.

10. Warranties of Contractor.

a. **Warranty of Authority; No Conflict:** Each Party hereby warrants to the other that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

b. **Warranty of Performance:** Contractor hereby warrants that when fully implemented, the SaaS Application to be configured and provided under this Agreement shall perform in accordance with the Specifications provided by Salesforce.com, Inc. applicable thereto.

c. **Compliance with Description of Services:** Contractor represents and warrants that the SaaS Application and Services specified in this Agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the Specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

d. **Title:** Contractor represents and warrants to City that it is the lawful owner, license holder or authorized reseller of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application and Services and each component thereof. To the extent that Contractor has used Open Source Software ("OSS") in the development of the SaaS Application and Services, Contractor represents and warrants that it is in compliance with any applicable OSS license(s) and is not infringing.

e. **Malicious Code:** Contractor will use commercially reasonable efforts to ensure that the Services will not transmit Malicious Code to Customer. However, Contractor is not in breach of this provision if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of this provision, Customer's exclusive remedy shall be (i) termination of the Agreement upon providing thirty (30) days' written notice to Contractor of a material breach if such breach remains uncured at the expiration of such period and (ii) the

refund of any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

f. EXCEPT AS EXPRESSLY INDICATED IN THIS AGREEMENT AND SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SAAS APPLICATION OR SERVICE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE.

11. Fees.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until a Purchase Order has been agreed to and approved in accordance with this Agreement. Contracted for fees for use of the Service represent a firm commitment: A Purchase Order cannot be canceled during the term of the subscriptions, except as provided herein for infringement, breach, or default, and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term. Subscription fees are paid annually in advance and are nonrefundable, except as provided herein for infringement, breach, or default. In no event shall City be liable for interest or late charges for any late payments.

12. Disallowance [Reserved]

13. Indemnification.

a. **General Indemnification:** Contractor shall indemnify City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to real or tangible property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, disability and labor laws or regulations legally caused by Contractor's performance of this Agreement; (iv) strict liability imposed by any law or regulation regarding the Contractor's acts or omissions in performance of this Agreement; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability is legally caused by Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is legally caused by the active negligence or willful misconduct of City in whole or in part, in which case each Party shall bear its prorata share of damages as apportioned under California law. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's reasonable costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. The City agrees to promptly notify the Contractor of any claim which may be the subject of indemnification under Section 13.a or b (Indemnification) and to cooperate fully in the Contractor's defense or settlement of such claim.

b. **Infringement Indemnification:** If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed SaaS Application and Services purchased under this Agreement infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the

costs and damages awarded in any such action or the cost of settling such action, provided that Contractor may request sole control of the defense of any such action, subject to the approval of the City Attorney, which approval will not be unreasonably denied. Contractor understands that, in addition to City Attorney approval, any settlement or compromise that requires action or payment by the City also requires formal approval of the San Francisco Board of Supervisors acting in its sole discretion. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed SaaS Application and/or Services constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event a final injunction is obtained against City's use of the Licensed SaaS Application and Services by reason of Infringement, or in Contractor's opinion City's use of the Licensed SaaS Application and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed SaaS Application and Services as contemplated hereunder, (b) replace the Licensed SaaS Application and Services with a non-infringing, functionally equivalent substitute Licensed SaaS Application and Services, or (c) suitably modify the Licensed SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed SaaS Application and Services. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed SaaS Application and/or Services less a pro-rata amount for the period of time the City actually used the Services. Any unauthorized modification or attempted modification of the Licensed SaaS Application and Services by City or any failure by City to implement any improvements or updates to the Licensed SaaS Application and Services, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed SaaS Application and Services with products or data of the type for which the Licensed SaaS Application and Services was neither designed nor intended to be used consistent with the Documentation.

14. Guaranteed Maximum Costs.

The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. Invoice Format.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the Section 34 (Notice to the Parties).

16. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

17. Taxes.

Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

18. Payment Does Not Imply Acceptance of Work.

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

19. Qualified Personnel.

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, and must be supervised by Contractor.

20. Responsibility for Equipment.

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

21. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor:** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and

employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. Payment of Taxes and Other Expenses: Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

22. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate: In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts:** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits:** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract:** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

e. **Incorporation of Administrative Code Provisions by Reference:** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

23. Insurance

a. Without in any way limiting or modifying Contractor's liability pursuant to Section 13 (Indemnification), Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Technology Errors and Omissions Liability coverage, with limits of \$10,000,000 each claim. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal

information, such as name, address, social security numbers, or other personally identifying information, stored or transmitted in electronic form;

b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. 5) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$10,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, other personally identifying information, stored or transmitted in electronic form. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Section 34 (Notice to the Parties).

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

24. Liability of Contractor.

a. Contractor shall not be responsible for incidental and consequential damages resulting in whole or in part from Contractor's wrongful acts or omissions. Nothing in this Agreement shall constitute a waiver of limitation of any rights which City may have under applicable law.

b. For other damages exclusive of penalties or fines arising from a breach of its obligations under Section 9 (City Data), in no event shall the aggregate liability of Contractor arising out of or related to this Agreement exceed the total amount of fees paid by Customer in the 12 months preceding the incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's payment obligations under this Agreement.

c. The foregoing limitations shall not apply to (1) matters covered by insurance as required by this Agreement, including damages, penalties, or fines arising from unauthorized disclosure of City data by Contractor and for which Contractor or its subcontractors are at fault, (2) Contractor's indemnity obligations under this Agreement, (3) damages arising from personal injury or death, (4) statutory damages or penalties imposed by law on the Contractor for which the Contractor is legally liable, and (5) Contractor's gross negligence or willful misconduct.

25. Liability of City.

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 11 (FEES) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

26. Force Majeure.

a. **Liability:** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"), (ii) provided the non-performing Party is without fault in causing reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including, with respect to Contractor, by meeting its obligation for performing disaster recovery services as described in Section 26(d)).

b. **Duration:** In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two (2) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

c. **Effect:** If any event under Section 26(a), above substantially prevents, hinders, or delays performance of the Services as critical for more than fifteen (15) consecutive days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement

without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three (3) days.

d. **Disaster Recovery:** In the event of a disaster, as defined below, Contractor will be responsible for providing disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Exhibit 5 hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 26(a), a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary data center.

27. Nondisclosure.

Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, City agrees that it shall treat the SaaS Services with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the SaaS Services are Accepted by the City until the SaaS Services are terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the SaaS Services, or any portion thereof, which:

- a. is now or hereafter becomes publicly known;
- b. is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- c. is known to the City prior to its receipt of the Licensed SaaS Application and Services;
- d. is subsequently developed by the City independently of any disclosures made hereunder by Contractor;
- e. is disclosed with Contractor's prior written consent;
- f. is disclosed by Contractor to a third party without similar restrictions.

28. Proprietary or Confidential Information.

a. **Proprietary or Confidential Information of City:** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

b. **Obligation of Confidentiality:** Subject to the San Francisco Administrative Code §67.24(e) and to any state open records or freedom of information statutes, and any other applicable laws, the Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the

performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

c. **Nondisclosure:** The receiving Party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The receiving Party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving Party's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event the receiving Party becomes legally compelled to disclose any of the Confidential Information, if legally permissible it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

d. **Cooperation to Prevent Disclosure of Confidential Information:** Each Party shall use its best reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party promptly and in any event within twenty-four (24) hours in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

e. **Remedies for Breach of Obligation of Confidentiality:** Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.

f. **Surrender of Confidential Information upon Termination:** Upon termination of this Agreement, in whole or in part, each Party shall, within five (5) calendar days from the date of termination, return to the other Party any and all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party's possession, custody, or control; provided, however, that Contractor shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Contractor or City determine that the return of any Confidential Information, other than City Data, is not feasible, such Party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other Party.

g. **Data Security:** Contractor shall at all times during the Term provide and maintain up-to-date security with respect to (a) the Services, (b) the Contractor's Website, (c) Contractor's physical facilities, and (d) Contractor's networks, to prevent unauthorized access or "hacking" of City's Confidential Information and City's hosted Data. Contractor shall provide security for its networks and all internet connections consistent with best practices observed by well-managed SaaS working in the financial services industry, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. Contractor will maintain appropriate safeguards to restrict access to City's Confidential Information to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor. For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security encryption, or most current industry standard encryption,

intrusion prevention/detection or similar barriers) and secure authentication access to the City's Confidential Information and hosted Data. For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City's Confidential Information. Contractor also will establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the City's Confidential Information and hosted Data from unwarranted disclosure.

h. Undertaking by Service Provider: Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by City.

i. City's Right to Termination for Deficiencies: City reserves the right, at its sole election, to terminate this Agreement pursuant to Section 31 (Termination; Disposition of Content) without limitation and without liability if City reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

j. Data Transmission: The Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via secure means (using HTTPS or SFTP or equivalent). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. The Contractor shall ensure that no City Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

29. Protection of Private Information.

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any material failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract pursuant to Section 31 (Termination; Disposition of Content), bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor in compliance with applicable law.

30. SSAE 18, SOC 2 and/or SOC 1 Audit Report.

During the Term of the Agreement, Contractor will provide upon request, on an annual basis, the SSAE 18, SOC 2 and/or SOC 1 Audit report ("Audit Reports") it receives from its hosting service provider as follows: (a) the Audit Reports will include a 180 day (six month) testing period; and (b) the Audit Reports will be available to City no later than 30 days after they are received by Contractor. Upon City's written request, Contractor will provide a so-called "negative assurance opinion" to City as soon as said opinion is received from Contractor's hosting service provider. Contractor shall on a semi-annual basis, and otherwise as reasonably requested by City: (i) provide the foregoing Audit Reports to City and (ii) request such "negative assurance opinions" on City's behalf. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

31. Termination; Disposition of Content.

City shall have the right, without further obligation or liability to Contractor: (i) to immediately terminate this Agreement if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City pro- rata for unused subscription fees (ii) to terminate this Agreement upon thirty (30) days prior written notice for City's convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

32. Transition Services and Disposition of Content.

Upon expiration or termination of the SaaS Services under this Agreement, the City shall use its best efforts to transfer its data from the Contractor to itself prior to the expiration or termination of Contractor shall immediately discontinue the SaaS Services, and City shall immediately cease accessing the SaaS Application and Services as of the expiration or termination of the subscription Contractor shall upon City's request, and within forty-eight (48) hours of the expiration or termination of the Period of Performance of SaaS Services return City's Data in a .csv format at no cost to the City. The City shall promptly and in writing confirm to Contractor its successful transfer of its data. Notwithstanding the foregoing, Contractor shall thirty (30) days after the expiration or termination of the subscription, purge all City Data from its hosted servers. Such data purge shall be done at no cost to the City. Contractor will notify the City regarding expiration and termination of subscriptions and data destruction using its prevailing business practices.

33. Survival.

This section and the following sections of this Agreement shall survive termination of expiration of this Agreement:

13. Indemnification	29. Protection of Private Information
16. Submitting False Claims; Monetary Penalties	38. Audit and Inspection of Records
17. Taxes	44. Non-Waiver of Rights
18. Payment Does Not Imply Acceptance of Work	45. Modification of Agreement
20. Responsibility for Equipment	46. Administrative Remedy for Agreement Interpretation
21. Independent Contractor; Payment of Taxes and Other Expenses	47. Agreement Made in California; Venue
23. Insurance	48. Construction
24. Liability of Contractor	49. Entire Agreement
25. Liability of City	54. Notification of Legal Requests
27. Nondisclosure	

34. Notice to the Parties.

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Rachel Cukierman
Office of the Assessor-Recorder
1. Dr. Carlton B. Goodlett Place
City Hall, Room 190
San Francisco, CA 94102

To Contractor: Patrick Gallagher
Carahsoft Technology Corp. 1860
Michael Faraday Dr.
Reston, VA 20190

Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If e-mail notification is used, the sender must specify a Receipt notice and such notice will be effective provided receipt is acknowledged by return email by the designated notice recipient listed above. Any notice of default must be sent by registered mail.

35. Bankruptcy.

In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party and if permitted by applicable law, this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within forty-eight (48) hours return City's Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within thirty (30) days purge all City Data from its hosted servers and provide City with written certification that such purge occurred. Such data transfer shall be done at no cost to the City.

36. Subcontracting.

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing, provided that subcontracting to Salesforce.com, Inc. is permitted. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

37. Drug-Free Workplace.

Contractor acknowledges that pursuant to the Federal Drug Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of the Agreement.

38. Audit and Inspection of Records.

Contractor agrees to maintain and make available to the City, during regular business hours and with reasonable notice, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not

fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

39. Assignment.

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

40. Compliance with Americans with Disabilities Act.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. Sec. 1201 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d).

41. Sunshine Ordinance.

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

42. Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Conflict of Interest.

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

44. Non-Waiver of Rights.

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

45. Modification of Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

46. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution:** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this Section.

b. **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

47. Agreement Made in California; Venue.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

48. Construction.

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

49. Entire Agreement.

This Agreement sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The parties further agree that Exhibits 4 shall take precedence over any conflicting language between this Agreement for purposes of terms of service, only; otherwise, the provisions of this P-545H (6-15) Agreement shall take precedence.

50. Compliance with Laws.

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must

at all times comply with such local codes, ordinances, and regulations and all applicable laws.

51. Food Service Waste Reduction Requirements.

Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

52. Prohibition on Political Activity with City Funds.

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Maintenance Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Maintenance Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this Section.

53. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

54. Notification of Legal Requests.

To the extent legally permissible, Contractor shall immediately notify City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to City's Data under this Agreement, or which in any way might reasonably require access to City's Data. Contractor shall not respond to subpoenas, service of process and other legal requests related to City without first notifying City.

55. PCI Requirements (Reserved).

56. Business Associate Addendum (Reserved).

57. Local Business Enterprise and Non-Discrimination in Contracting Ordinance (Reserved).

58. Minimum Compensation Ordinance.

Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

59. Health Care Accountability Ordinance.

Contractor shall comply with San Francisco Administrative Code Chapter 12Q to the full extent legally applicable to this Agreement. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

60. First Source Hiring Program.

Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the

enforcement and penalty provisions in Chapter 83, for (a) entry level positions for work performed by a contractor in the City; (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties; (c) entry level positions for work performed on the contract on property owned by the City; and (d) entry level positions for work done under a permit authorization on a development project in the City.

61. Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

62. Slavery Era Disclosure (Reserved).

63. Working with Minors (Reserved).

64. Consideration of Criminal History in Hiring and Employment Decisions.

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

65. Public Access to Nonprofit Records and Meetings (Reserved)

66. Sugar-Sweetened Beverage Prohibition (Reserved).

67. Health and Human Service Contract Dispute Resolution Procedure. (Reserved)

68. Continuity of Reseller:

In the event Carahsoft is unable to continue in the role of reseller under this contract, the parties will work promptly and in good faith to name a replacement seller who will assume all obligations of Carahsoft, continue the contract, and support Contractor licensing on the same rates, terms and conditions.

69. Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the

maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

70. Enhancement Implementation Support Resource Replacement:

a. **Contractor Change:** Contractor will endeavor to provide continuity in Enhanced Implementation Support (“EIS”) resource staffing during the applicable term (“EIS Term”) set forth in the Appendix B (Calculation of Charges). Contractor shall be permitted to change the EIS resource if, in its sole discretion, it is commercially reasonable to do so. Contractor shall use commercially reasonable efforts to provide City with ten (10) business days prior notice of such replacement.

b. **City Change:** If City makes a request to replace the EIS resource for a reason that is in good faith and nondiscriminatory and not prohibited by law (e.g. race, color, religion, sex, or national origin), Contractor shall use commercially reasonable efforts to replace the EIS resource within ten (10) business days of receipt of such request.

c. **City Rejection:** In either event, upon request, City may elect to interview the prospective EIS replacement resource. If City objects to the proposed EIS replacement resource in good faith and for a reason that is non-discriminatory and not prohibited by law, Contractor shall use commercially reasonable efforts to identify a further resource replacement. Any delay in the provision of services due to City’s rejection of the replacement resource will not result in the City being entitled to a credit, refund or extension of the Term, except as mutually agreed by the Parties.

d. **Delay:** City acknowledges that replacement of an EIS resource may be delayed by resource constraints. In the event of a delay in which City is without a resource, Contractor shall extend the EIS Term by one (1) day for each business day that services are not provided, not to exceed a maximum extension of twenty (20) business days, unless otherwise mutually agreed by the parties.

71. Additional Attachments, Appendices and Exhibits.

The following attachment(s), appendices and exhibits are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties.

Exhibits

- 1: Bill of Materials**
- 2: SaaS Hosting, Data Centers and Maintenance Services**
- 3: Support Plans**
- 4. Product Specific Terms and Conditions**
- 5: Service Level Obligations (SLA)**
- 6: Disaster Recovery Plan**
- 7. Salesforce Service Terms**
- 8. User Matrix.**

Remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.


CITY

CONTRACTOR

Recommended by:

Carahsoft Technology Corp.

Carmen Chu
Assessor-Recorder
1. Dr Carlton B. Goodlett Place
City Hall, Room 190
San Francisco, CA 94102



Patrick Gallagher
Vice President
1860 Michael faraday drive
Reston VA 20190

City vendor number: 76059

Approved as to Form:

Dennis J. Herrera City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney Approved:

Alaric Degrafinried, Acting
Director of the Office of Contract Administration,
and Purchaser

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TO: Carmen Chu
 Assessor-Recorder
 San Francisco Assessor-Recorder
 1 Dr. Carlton B. Goodlett Place City Hall, Room 19
 San Francisco, CA

FROM: Stephen Dickerson
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Suite 100
 Reston, Virginia 20190

EMAIL: assessor@sfgov.org

EMAIL: Stephen.Dickerson@carahsoft.com

PHONE: (415) 554-5596

PHONE: (703) 673-3524

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)

QUOTE NO: 12726461
QUOTE DATE: 10/04/2018
QUOTE EXPIRES:
RFQ NO:

Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

SHIPPING: ESD
TOTAL PRICE: \$11,987,358.99

TOTAL QUOTE: \$11,987,358.99

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2018 End Date: 12/02/2019	\$2,340.00 OM	200	\$468,000.00
2	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2018 End Date: 12/02/2019	\$56,124.00 OM	1	\$56,124.00
3	205-0116	Salesforce Shield Start Date: 12/03/2018 End Date: 12/02/2019	\$168,372.00 OM	1	\$168,372.00
4	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2018 End Date: 12/02/2019	\$4.80 OM	10000	\$48,000.00
5	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2018 End Date: 12/02/2019	\$780.00 OM	58	\$45,240.00
6	205-PA	Enhanced Implementation Support (12 months) Start Date: 01/14/2019 End Date: 01/13/2020	\$533,333.33 OM	1	\$533,333.33
YEAR 1 SUBTOTAL:					\$1,319,069.33
YEAR 2					
7	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2019 End Date: 12/02/2020	\$2,340.00 OM	200	\$468,000.00
8	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2019 End Date: 12/02/2020	\$56,124.00 OM	1	\$56,124.00



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
9	205-0116	Salesforce Shield Start Date: 12/03/2019 End Date: 12/02/2020		\$168,372.00	OM	1	\$168,372.00
10	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2019 End Date: 12/02/2020		\$4.80	OM	10000	\$48,000.00
11	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2019 End Date: 12/02/2020		\$780.00	OM	58	\$45,240.00
YEAR 2 SUBTOTAL:							\$785,736.00
YEAR 3							
14	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2020 End Date: 12/02/2021		\$2,340.00	OM	200	\$468,000.00
15	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2020 End Date: 12/02/2021		\$56,124.00	OM	1	\$56,124.00
16	205-0116	Salesforce Shield Start Date: 12/03/2020 End Date: 12/02/2021		\$168,372.00	OM	1	\$168,372.00
17	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2020 End Date: 12/02/2021		\$4.80	OM	10000	\$48,000.00
18	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2020 End Date: 12/02/2021		\$780.00	OM	58	\$45,240.00
YEAR 3 SUBTOTAL:							\$785,736.00
YEAR 4							
21	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2021 End Date: 12/02/2022		\$2,457.00	OM	200	\$491,400.00
22	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2021 End Date: 12/02/2022		\$58,930.20	OM	1	\$58,930.20
23	205-0116	Salesforce Shield Start Date: 12/03/2021 End Date: 12/02/2022		\$176,790.60	OM	1	\$176,790.60
24	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2021 End Date: 12/02/2022		\$5.04	OM	10000	\$50,400.00
25	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2021 End Date: 12/02/2022		\$819.00	OM	58	\$47,502.00
YEAR 4 SUBTOTAL:							\$825,022.80
YEAR 5							
26	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2022 End Date: 12/02/2023		\$2,579.85	OM	200	\$515,970.00



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
27	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2022 End Date: 12/02/2023		\$61,876.71	OM	1	\$61,876.71
28	205-0116	Salesforce Shield Start Date: 12/03/2022 End Date: 12/02/2023		\$185,630.13	OM	1	\$185,630.13
29	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2022 End Date: 12/02/2023		\$5.29	OM	10000	\$52,900.00
30	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2022 End Date: 12/02/2023		\$859.95	OM	58	\$49,877.10
YEAR 5 SUBTOTAL:							\$866,253.94
YEAR 6							
31	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2023 End Date: 12/02/2024		\$2,708.84	OM	200	\$541,768.00
32	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2023 End Date: 12/02/2024		\$64,970.54	OM	1	\$64,970.54
33	205-0116	Salesforce Shield Start Date: 12/03/2023 End Date: 12/02/2024		\$194,911.63	OM	1	\$194,911.63
34	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2023 End Date: 12/02/2024		\$5.55	OM	10000	\$55,500.00
35	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2023 End Date: 12/02/2024		\$902.94	OM	58	\$52,370.52
YEAR 6 SUBTOTAL:							\$909,520.69
YEAR 7							
36	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2024 End Date: 12/02/2025		\$2,844.28	OM	200	\$568,856.00
37	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2024 End Date: 12/02/2025		\$68,219.07	OM	1	\$68,219.07
38	205-0116	Salesforce Shield Start Date: 12/03/2024 End Date: 12/02/2025		\$204,657.21	OM	1	\$204,657.21
39	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2024 End Date: 12/02/2025		\$5.83	OM	10000	\$58,300.00
40	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2024 End Date: 12/02/2025		\$948.09	OM	58	\$54,989.22



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
YEAR 7 SUBTOTAL:							\$955,021.50
YEAR 8							
41	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2025 End Date: 12/02/2026		\$2,986.49	OM	200	\$597,298.00
42	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2025 End Date:		\$71,630.02	OM	1	\$71,630.02
43	205-0116	Salesforce Shield Start Date: 12/03/2025 End Date: 12/02/2026		\$214,890.07	OM	1	\$214,890.07
44	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2025 End Date: 12/02/2026		\$6.12	OM	10000	\$61,200.00
45	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2025 End Date: 12/02/2026		\$995.49	OM	58	\$57,738.42
YEAR 8 SUBTOTAL:							\$1,002,756.51
YEAR 9							
46	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2026 End Date: 12/02/2027		\$3,135.82	OM	200	\$627,164.00
47	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2026 End Date: 12/02/2027		\$75,211.52	OM	1	\$75,211.52
48	205-0116	Salesforce Shield Start Date: 12/03/2026 End Date: 12/02/2027		\$225,634.58	OM	1	\$225,634.58
49	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2026 End Date: 12/02/2027		\$6.43	OM	10000	\$64,300.00
50	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2026 End Date: 12/02/2027		\$1,045.27	OM	58	\$60,625.66
YEAR 9 SUBTOTAL:							\$1,052,935.76
YEAR 10							
51	205-0005	Lightning Service Cloud - Unlimited Year Edition Start Date: 12/03/2027 End Date: 12/02/2028		\$3,292.61	OM	200	\$658,522.00
52	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2027 End Date: 12/02/2028		\$78,972.10	OM	1	\$78,972.10
53	205-0116	Salesforce Shield Start Date: 12/03/2027 End Date: 12/02/2028		\$236,916.31	OM	1	\$236,916.31



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
54	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2027 End Date: 12/02/2028		\$6.75	OM	10000	\$67,500.00
55	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2027 End Date: 12/02/2028		\$1,097.53	OM	58	\$63,656.74
YEAR 10 SUBTOTAL:							\$1,105,567.15
YEAR 11							
56	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2028 End Date: 12/02/2029		\$3,457.24	OM	200	\$691,448.00
57	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2028 End Date: 12/02/2029		\$82,920.70	OM	1	\$82,920.70
58	205-0116	Salesforce Shield Start Date: 12/03/2028 End Date: 12/02/2029		\$248,762.12	OM	1	\$248,762.12
59	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2028 End Date: 12/02/2029		\$7.09	OM	10000	\$70,900.00
60	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2028 End Date: 12/02/2029		\$1,152.41	OM	58	\$66,839.78
YEAR 11 SUBTOTAL:							\$1,160,870.60
YEAR 12							
61	205-0005	Lightning Service Cloud - Unlimited Edition Start Date: 12/03/2029 End Date: 12/02/2030		\$3,630.10	OM	200	\$726,020.00
62	205-0125	Government Cloud Premier+ Success Plan (UE) Start Date: 12/03/2029 End Date: 12/02/2030		\$87,066.74	OM	1	\$87,066.74
63	205-0116	Salesforce Shield Start Date: 12/03/2029 End Date: 12/02/2030		\$261,200.23	OM	1	\$261,200.23
64	205-0024	Customer Community - Unlimited Edition - Logins Start Date: 12/03/2029 End Date: 12/02/2030		\$7.44	OM	10000	\$74,400.00
65	205-0143	Lightning Platform Plus - Unlimited Edition Start Date: 12/03/2029 End Date: 12/02/2030		\$1,210.03	OM	58	\$70,181.74
YEAR 12 SUBTOTAL:							\$1,218,868.71
SUBTOTAL:							\$11,987,358.99



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
TOTAL PRICE:						\$11,987,358.99
TOTAL QUOTE:						\$11,987,358.99

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
12	205-PA	Enhanced Implementation Support Option 1 (6 months) Start Date: 01/14/2020 End Date: 07/13/2020		\$277,777.78 OM	1	\$277,777.78
13	205-PA	Enhanced Implementation Support Option 2 (6 months) Start Date: 07/14/2020 End Date: 01/13/2021		\$277,777.78 OM	1	\$277,777.78
YEAR 2 SUBTOTAL:						\$555,555.56
YEAR 3						
19	205-PA	Enhanced Implementation Support Option 3 (6 months) Start Date: 01/14/2021 End Date: 07/13/2021		\$288,888.89 OM	1	\$288,888.89
20	205-PA	Enhanced Implementation Support Option 4 (6 months) Start Date: 07/14/2021 End Date: 01/13/2022		\$288,888.89 OM	1	\$288,888.89
YEAR 3 SUBTOTAL:						\$577,777.78
SUGGESTED SUBTOTAL:						\$1,133,333.34



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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Billing Terms:

Salesforce licensing is billed annually in advance, the Enhanced Implementation Support will be billed monthly in arrears

Renegotiation of Agreement: Commencing on the seventh (7th) anniversary of this Agreement, the parties will negotiate in good faith to extend the term of the current agreement for a duration and on such rates, terms and conditions as the parties may agree.

Salesforce ("SFDC") will endeavor to provide continuity in Enhanced Implementation Support resource staffing during the applicable term set forth in the present Quote. SFDC shall be permitted to change the Enhanced Implementation Support resource if, in its sole discretion, it is commercially reasonable to do so. Salesforce will endeavor to provide Customer with ten (10) business days prior notice of such replacement resource commencing the provision of services. Alternatively, if Customer makes a reasonable request to replace the resource for a reason that is non-discriminatory and not prohibited by law (e.g. race, color, religion, sex, or national origin), SFDC shall use commercially reasonable efforts to replace the Enhanced Implementation Support resource within ten (10) business days of receipt of such request. Upon request, Customer may elect to interview the prospective replacement resource. Subsequently, if Customer objects to the proposed replacement resource in good faith and for a reason that is non-discriminatory and not prohibited by law SFDC shall use commercially reasonable efforts to identify a further resource replacement. Any delay in the provision of services due to Customer's rejection of the replacement resource will not result in the Customer being entitled to a credit, refund or extension of the Term. Customer acknowledges that replacement of the resource may be delayed by resource constraints and SFDC shall not be responsible for any such delays resulting from Customer's request to replace personnel. Salesforce places prioritization on resource reallocation requests and seeks to minimize any impact on project timing due to resource reallocations. Only in the event of a delay resulting from Customer's (i) request to replace a resource, or (ii) rejection of a proposed replacement resource, and Customer is without a resource, SFDC shall extend this Term by one (1) day for each business day that services are not provided, not to exceed a maximum extension of twenty (20) business days.

Dreamforce:

If the City makes a request to Carahsoft Technology and Dreamforce passes are still available, Carahsoft can provide up to 3 complimentary Dreamforce Passes on an annual basis for the duration of the contract.

Additional Products:

Additional Products available to purchase for Assessor's Program, including but not limited to the following (for clarity, any future Additional Product purchase(s) must fall within the scope of the ASR Property Assessment Solution project scope and sole source waiver documentation):

- Einstein Analytics*
- Custom Objects*
- Data Storage*
- Customer Community User Subscriptions*
- File Storage*
- Enhanced Implementation Support
- Mulesoft*
- Anypoint Platform Base Subscription, Qty: 1
- Platinum Subscription- Anypoint, Qty:1
- Production Core, Qty: 2
- Pre-Production Core, Qty: 4
- Other related products*
- Training

*A minimum 5% discount off then current list price or price equivalent to the City-Wide Enterprise License Agreement ("ELA") in existence at time of purchase (if applicable), whichever discount is greater, or as otherwise agreed by the Parties.

Pricing Increase: Any increase in subscription pricing (excluding support) for the first two renewals (2019-2020, 2020-2021) will not exceed 0% over the then-current subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of one year. Any increase in subscription pricing (excluding support) third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh renewal terms (ending in 2030) will not exceed 5% over the then-current subscription pricing, provided that Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of one year. Thereafter, any increase in subscription and support will be in accordance with SFDC's and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Audit Information: At time of contract award, Salesforce licenses are provisioned based on the user quantity purchased on contract. Customer may not exceed user license count purchased. Should Customer exceed provisioned user license count, they will be responsible for purchasing the delta of licenses. Records of customer license purchase and usage are maintained by Salesforce. A Customer Admin user may view license count at any time through the service.

All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement. To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency.

Links included in this exhibit are active at time of execution and may be updated from time to time to reflect product and service improvements and changes generally applicable to the products and services provided. Please reference Salesforce Documentation for most up to date information.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

Exhibit 2

SaaS Hosting, Data Centers and Maintenance Services

I. SaaS Hosting

A. Back-Up of Subscriber Data:

1. Contractor shall provide up to thirty-six months of on-line hourly data retention for SaaS Software operation and functionality.
2. Contractor shall provide incremental Subscriber Data backups daily to an off-site location other than the primary hosting center.
3. Customer data, not to exceed 36 months, up to the last committed transaction, shall be replicated to disk in near-real time at the designated disaster recovery data center and shall be backed up at the primary data center, daily, and in addition shall be cloned at an archive data center.

B. SaaS Environments: The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center, including:

1. A single Backup Environment available as needed to serve as the backup or “failover” environment for the SaaS and Hosted Services;
2. A single Test Environment available to the Subscriber and Service Provider for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of Production Environment.

C. Reporting: Contractor shall provide electronic notification within 48 hours of discovery, and subsequent monthly reporting, of a security incident resulting in the unauthorized disclosure of Customer Data. In the event of a breach, Contractor shall follow the procedures set forth in Section 9(e) of the Agreement.

D. Hosting: Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by SFDC and shall provide the City with access to the service via Internet-access to use according to the terms herein.

II. SaaS Maintenance

A. Scheduled SaaS Maintenance

1. Scheduled SaaS Maintenance will be conducted during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time). With the same exclusions as noted above.

2. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major upgrades.

B. Unscheduled SaaS Maintenance. Contractor will use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during Business Hours in any month for which Unscheduled SaaS Maintenance is required.

C. Emergency Maintenance. In the event that Force Majeure or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

D. Notice of Unavailability: In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to Scheduled SaaS Maintenance or emergency maintenance, Contractor will provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor will also provide e-mail notice to DTContracts@sfgov.org which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

E. Changes in Functionality. During the term of this Agreement, Contractor shall not reduce functionality in SaaS Services. Where Contractor has reduced or functionality in SaaS Services, City, at City's sole election and in City's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Contractor will immediately adjust the Services Fees accordingly on a prospective basis. Where Contractor has introduced like functionality in other services, where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services Fees.

F. SaaS Maintenance Timing. Salesforce generally performs maintenance on Friday evenings, outside of normal business hours (traditionally after 8 PM PST). Approximately 3 (three) times per year, the site is shut down outside normal business hours for application upgrades. Additionally, between 2 and 4 times per year, the site is shut down outside normal business hours for planned maintenance. Salesforce provides notice at least 48 hours in advance via the Salesforce website as well as notifications upon logging into the City's Salesforce solution. Uptime information is provided in real

time on Salesforce's trust.salesforce.com site. All upgrades are accepted by a customer on an "opt-in" basis should the customer choose to do so.

III. SaaS Data Centers

A. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

B. Location: The location of the data center that will be used to host the SaaS Application is as follows:

Primary Tier 3 data center:

Ashburn, VA

Back-up Tier 2 data center:

Chicago, IL

C. Replacement Hosted Provider: In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 16, SOC 1 and/or 2 Audit Report at least annually and said audit shall be provided to City in accordance with this Agreement.

D. Notice of Change: In the event that the location of the data center used to host the SaaS Application is changed, Contractor shall provide City with prior written notice of said change and disclose the address of the new facility. Notification shall be provided to City by Contractor within sixty (60) days of any such change taking place. Any such new primary facility shall be located within the United States.

E. Subcontractors. With the sole exception of SFDC, Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

F. SaaS Hardware: Contractor will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the datacenter.

IV. SaaS Version Upgrades, Revisions, Patches

Contractor shall provide and implement ALL SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the SaaS Software and SaaS Services in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) the Service Level Agreements can be achieved; and, (d) the SaaS Software and SaaS Services work with the non-hosted browser version.

A. Deployment: Deployment of revisions will be mutually agreed upon between Contractor and City.

B. Schedule: Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a thirty (30) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a fifteen (15) calendar day evaluation window to review release Documentation regarding software modules being impacted and general revision changes.

C. Documentation: In support of SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Subscribers when available.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

Exhibit 3- Support Plan

General. The Premier Success Plan or Premier+ Success Plan will be provided to Customer's Users in accordance with this description. Users can submit cases over the Web or by telephone. SFDC will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in SFDC's reasonable determination.

Premier Success and Premier+ Success Plans may not be purchased for a subset of subscriptions to included products in any given Org. When purchased, Premier or Premier+ Success Plans must be purchased for all such subscriptions to included products in any given Org. Therefore, Customer may incur additional Premier or Premier+ Success Plan charges as new subscriptions for included products are added to an Org. See link in footer below for a full list of included and excluded products. Additionally, only one level of support can be associated with a given Org at any one time. For example, a customer cannot have Premier and Premier+ Success support within the same Org.

For clarity, neither the Premier nor the Premier+ Success Plan includes implementation of the Services. The Premier and Premier+ Success Plans are for ongoing support and administration of the Services after the Services have been implemented.

Designated Contacts. "Designated Contacts" are Users Customer identifies as primary liaisons between Customer and SFDC for technical support. Customer shall identify between one (1) and four (4) Designated Contacts. Customer may be charged an additional fee for Designated Contacts in excess of four (4) at any given time. Customer shall notify SFDC whenever Designated Contact responsibilities are transferred to another individual.

Customers' Designated Contacts shall be responsible for:

1. overseeing Customer's support case activity,
2. developing and deploying troubleshooting processes within Customer's organization, and
3. resolving password reset, username and lockout issues for Customer.

Customer shall ensure that Designated Contacts:

- A. have completed, at a minimum, the basic Services administration course currently titled "Administration Essentials," which is included at no additional charge as part of online training,
- B. have completed any supplemental training appropriate for the Designated Contact's specific role or Customer's usage of the Services,
- C. are knowledgeable about the applicable Services in order to help resolve, and to assist SFDC in analyzing and resolving, technical issues, and
- D. have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist SFDC in diagnosing and triaging it.
- E. co-ordinate Success Program activities with SFDC Success Program representatives, as applicable

Telephone Support. Telephone support in English is available twenty-four hours a day, seven days a week. Telephone support in French, German, Italian and Spanish is available from 8:00 a.m. to 6:00 p.m. GMT, excluding weekends and holidays. Telephone support in Japanese is available twenty-four hours a day, seven days a week for Severity Level 1 and Level 2 issues (as those Severity Levels are described below), and from 9:00 a.m. to 6:00 p.m. JST on weekdays, excluding December 31 –January 3, for Severity Level 3 and 4 issues. Customer may inquire regarding support in other languages. Calls will normally be answered by a triage agent, who will document the case and route it to the appropriate support team for response to Customer.

Main toll-free Customer Support telephone numbers are as follows. A complete list is available on the Help & Training website.

- United States: +1-866-614-7375
- Ireland: +353-1-440-3590
- Australia: 1-800-789-984
- Japan: 0066 33 812474

Submitting a Case. Users may submit a case in any of the following ways:

1. In the Services by logging in, clicking "Help & Training," clicking "Contact Support," and clicking "Open a Case," then providing the requested information and clicking "Submit." Premier and Premier+ cases are priority-routed to the appropriate support

teams.

2. By telephone call to Customer Support as described above. For Severity Level 1 issues, Customer must call Customer Support.

Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number. For assistance with User password resets, Users should use the “Forgot your password?” link on the login page or contact a Designated Contact or Customer system administrator. For assistance with Salesforce usernames and lockouts, Users should contact a Designated Contact or Customer system administrator. For security reasons, SFDC does not provide contact information for Designated Contacts system administrators.

Severity Levels. Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the User at time of case submission, and will be updated by SFDC as follows:

Severity Level	Description
Level 1 – Critical	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
Level 3 – High	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Target Initial Response Time. SFDC will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case.

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour ¹
2	2 hours ¹
3	4 business hours ²
4 and Configuration Services cases for Premier+	8 business hours ²

¹ Severity Level 1 and 2 target initial response times are 24x7, including weekends and holidays. Severity Level 1 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email.

² Severity Level 3 and 4 target initial response times include local business hours only and exclude weekends and holidays, and do not apply to cases submitted via e-mail.

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

Cooperation. SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their SFDC application and/or desktop system for troubleshooting purposes.

Escalation Matrix. The table below outlines the escalation contacts available to Customer, as necessary.

Escalation Matrix	
Level	Title

1	Technical Support Duty Manager
2	Senior Director, Technical Support
3	VP, Technical Support
4	SVP, Global Customer Success

- * Reference below for a full list of included and excluded products

SALESFORCE.COM SUCCESS PLANS PRODUCT INCLUSIONS and EXCLUSIONS (STANDARD, PREMIER, PREMIER+, and SIGNATURE SUCCESS PLANS)

Products included in the support offerings applicable to the “Salesforce Services” (Sales Cloud, Service Cloud, Employee Apps, Force.com, Chatter, Communities, Site.com and Database.com) and additional products covered*				
Product Name	Standard	Premier	Premier+	Signature
Sales Cloud - Professional, Enterprise and Unlimited Editions	✓	✓	✓	✓
Sales Cloud - Essentials Edition	✓	✗	✗	✗
Service Cloud - Professional, Enterprise and Unlimited Editions	✓	✓	✓	✓
Employee Apps (including Force 100, Force.com, Employee Apps and Community - Only, or Employee Community)	✓	✓	✓	✓
Lightning Platform Starter, Lightning Platform Plus and Lightning External Apps	✓	✓	✓	✓
Salesforce Chatter	✓	✓	✓	✓
External Communities (includes Portals)	✓	✓	✓	✓
Salesforce Database.com	✓	✓	✓	✓
Salesforce Employee Help Desk- Only	✓	✓	✓	✓
Identity for Employees, Identity for Customers and Partners	✓	✓	✓	✓
Salesforce Site.com, Site.com Contributor and Site.com Publisher	✓	✓	✓	✓
DRO (Data Residency Option)	✓	✓	✓	✗
Data.com Prospector and Data.com Clean	✓	✓	✓	✗
Knowledge (including Knowledge-Only)	✓	✓	✓	✓
Live Agent	✓	✓	✓	✓
SOS	✓	✓	✓	✓
Analytics Cloud (includes all Wave products)	✓	✓	✓	✓
Health Cloud	✓	✓	✓	✓
Financial Services Cloud	✓	✓	✓	✓
Field Service	✓	✓	✓	✓
Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail)	✓	✓	✓	✓
CPQ & CPQ+	✓	✓	✓	✓
LiveMessage	✓	✓	✓	✗
Einstein Data Discovery	✓	✓	✓	✗
Salesforce Inbox	✓	✓	✓	✗
B2B Commerce	✓	✓	✓	✗
Commerce Cloud	✓	✓**	✗	✓**
Work.com [Premier+ support is available when Work.com is sold as part of Performance Edition only]	✓	✗	✗	✗

Console for Sales Cloud	✓	✗	✗	✗
Mobile	✓	✗	✗	✗
All Data.com, Salesforce CPQ and Salesforce Billing Services not referenced in this table	✓	✗	✗	✗
Salesforce IoT	✓	✓	✓	✗
Quip	✓	✗	✗	✗
Salesforce Surveys	✓	✗	✗	✗
Einstein Vision and Language	✓	✗	✗	✗

Products included in the following Support offerings applicable to “Salesforce Marketing Cloud Services”*					
Product Name	Standard	Standard+	Premier	Premier+	Signature
ExactTarget products	✓	Not available for purchase anymore	✓	✓	✓
Predictive Intelligence	✓		✓	✓	✓
Social Studio and Radian6	✓		✓	✓	✓
Advertising Studio	✓		✓	✓	✓
Salesforce Pardot	✓		✓	✓	✗
Distributed Marketing	✓		✗	✗	✗
Social Studio - Einstein Vision	✓		✓	✓	✗
Einstein Engagement Scoring	✓		✓	✓	✗
Integration for Google Analytics 360	✓		✓	✓	✗

Products included in the following Support offerings applicable to “Salesforce DMP and Salesforce Data Studio”*				
Product Name	Standard	Premier	Premier+	Signature
Salesforce DMP, Salesforce Data Studio	✓	✗	✓	✗

*Any product not noted as specifically included in the tables above, as well as the below products, are **excluded** from the above Salesforce.com support offerings and may have their own support plans, as described further in the applicable Documentation.

Government Case Connect	IdentityConnect	SalesforceIQ	Heroku
Remedyforce (not available for purchase anymore)	Desk.com	Salesforce DMP (fka Krux)	Lightning Voice
Interaction Studio			

** Premier Success for Commerce Cloud and Signature Support for Commerce Cloud are available under a separate support plan

Success Programs. Premier Success Plan and Premier+ Success Plan customers may participate in Success Programs. Success Programs include Premier Webinars, Premier Chatter Groups, and Premier Content. Premier Webinars, Premier Content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Online content may be accessed only via websites designated by SFDC.

Success Program materials are confidential information of SFDC and may not be copied or modified, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan, except as described under “Customizable Training Templates” above. The Success Programs do not include implementation services, response time commitments for question asked in Chatter Groups or any warranty on content posted in Chatter Groups. SFDC retains ownership of all intellectual property rights posted and provided in the Success Programs and reserves all rights in the content not expressly granted to the Customer.

Developer Support. Developer Support is included in the Premier and Premier+ Success Plans. Developer Support is available only in English. More information on Developer Support can be found on page 22.

Success Manager. The Premier Success Plan and Premier+ Success Plan include access to Success Managers. Success Managers are product and market experts who engage with Customers to assist with Salesforce product adoption and utilization, including sharing advice and guidance related to optimizing Customer's ongoing use of Salesforce. Customer is responsible for evaluating any advice or guidance received from SFDC and for implementing any such advice and guidance.

Accelerators. Accelerators are designed to provide tailored recommendations and/or best practice guidance on Customer's applicable Salesforce subscriptions. SFDC will provide the Customer with access to Accelerators. Customer may consume Accelerators one at a time, per instance. Customer may request Accelerators by logging a case in the SFDC Help & Training Portal or through their SFDC Success Manager, if applicable. Accelerator(s) delivery time is dependent on mutual scheduling between SFDC and Customer, and SFDC delivery capacity or other relevant factors.

The Accelerator Library is available here: www.salesforce.com/acceleratorlibrary. Within the Accelerator Library, there are catalogs that correspond to Salesforce Success Plans. Access to a catalog of Accelerators is dependent on Success Plan level. Accelerators are subject to geographic availability and SFDC reserves the right to modify the Accelerator Library and catalogs from time to time at its sole discretion.

Accelerators will be provided Monday through Friday, during the hours of 9 a.m. to 5 p.m. in the time zone where the Accelerator resource is located, except for holidays recognized by SFDC, paid time off (e.g., vacation, sick time) in accordance with SFDC's paid time off policies, and SFDC internal training days (collectively "Administrative Days"), and otherwise in accordance with the description of the Accelerator. Customer acknowledges that Accelerator resources will not be available to Customer on Administrative Days. For clarity, Accelerators are advisory in nature, do not entail implementation services (such as code development), and shall not result in a transfer or assignment of intellectual property rights between the parties. Accelerators are available in English; Customer may inquire about availability in other languages.

Configuration Services. If Customer purchases the Premier+ Success Plan option, SFDC will perform the configuration services listed on the Help and Training website, accessible via help.salesforce.com or login to the applicable Service, upon request and as available by product. SFDC administrators will work in tandem with the Customer's Designated Contacts to execute the configuration services based on Customer's design specifications. Customer is responsible for gathering business and functional requirements, design specifications, change management approvals, and documentation of configuration, and for designing and/or delivering training materials.

SFDC will provide a complimentary User subscription to Customer for use by the SFDC administration team.

Customer's Designated Contacts will act as Customer's sole contacts for submitting configuration cases on behalf of Customer. Configuration cases are assigned Severity level 4, and are worked during local business hours only.

Configuration services exclude the initial implementation of the Salesforce application, data migrations, data management or manipulation (de-duping, merging, cleansing), transferring data from one org or object to another, flows, AppExchange installs/uninstalls/customization, VLOOKUPS and custom code. Configuration Services are available only in English

Excluded Items. Neither the Premier Success Plan nor the Premier+ Success Plan includes:

- Assistance with Salesforce password resets. For password resets, Users should click the "Forgot your password?" link on the login page or contact their system administrator;
- Assistance with Salesforce usernames. For assistance with usernames, Users should contact their system administrator;
- Assistance with Salesforce lockouts due to incorrect login attempts. For assistance with Salesforce lockouts due to incorrect login attempts, Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with AppExchange applications, whether authored by SFDC or a third party, unless otherwise specified in our Product Inclusions and Exclusions document linked below;*
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers; or
- Creation or testing of custom code, including SOQL queries, except as provided under Developer Support.

Changes to Premier Success Plan and Premier+ Success Plan. SFDC may modify the Premier Success Plan and Premier+ Success Plan from time to time, provided the level of service under either plan will not materially decrease during a subscription term.

Excluded Items. Neither the Premier Success Plan nor the Premier+ Success Plan includes:

- Assistance with Salesforce password resets. For password resets, Users should click the “Forgot your password?” link on the login page or contact their system administrator;
- Assistance with Salesforce usernames. For assistance with usernames, Users should contact their system administrator;
- Assistance with Salesforce lockouts due to incorrect login attempts. For assistance with Salesforce lockouts due to incorrect login attempts, Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with AppExchange applications, whether authored by SFDC or a third party, unless otherwise specified in our Product Inclusions and Exclusions document linked below;*
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers;
or
- Creation or testing of custom code, including SOQL queries, except as provided under Developer Support.

Changes to Premier Success Plan and Premier+ Success Plan. SFDC may modify the Premier Success Plan and Premier+ Success Plan from time to time, provided the level of service under either plan will not materially decrease during a subscription term.

Links included in this exhibit are active at time of execution and may be updated from time to time to reflect product and service improvements and changes generally applicable to the products and services provided. Please reference Salesforce Documentation for most up to date information.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
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Carahsoft Technology Corp

Exhibit 4: Product Specific Terms & Conditions

Lightning Service

Customer’s use of this product is subject to the following restrictions:

Lightning Service Cloud

Functionality	Essentials Edition	Professional Edition	Enterprise Edition	Unlimited Edition
Processes limit (per org)	No Access	5	No contractual restrictions	No contractual restrictions
Record Types limit (per object)	No Access	3	No contractual restrictions	No contractual restrictions
Console limit (Layouts per org)	1	1	No contractual restrictions	No contractual restrictions
Custom Objects (per user)	No contractual restrictions	No contractual restrictions	100	200
Contract object, Quote object	No access	No access	No access	No access
Territory Management, Enterprise Territory Management, Opportunity Splits	No contractual restrictions	No contractual restrictions	No access	No access

Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Einstein Bots Feature

The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available below:

Order Form Supplement for Einstein Features

This Order Form Supplement forms a part of the Order Form between Customer and salesforce.com, inc. or one of its Affiliates (“SFDC”) under which Customer has purchased subscriptions to the Service which contains one or more elements of artificial intelligence functionality available for Customer’s active enablement at its choosing as a feature of such Service (each element, an “Einstein feature”). Such functionality is currently branded as Einstein.

The infrastructure used by SFDC to host Customer Data submitted to an Einstein feature is provided in part by Amazon Web Services, Inc. (or such other infrastructure provider as identified in the Documentation for the applicable Einstein feature) and involves the storing and processing of Customer Data. This infrastructure provider may use different privacy and security protections, and be hosted in different physical locations, than the Services. Any privacy, security or physical data location commitments in Customer’s applicable master subscription agreement for the Services shall not apply to the portion(s) of an Einstein feature hosted on such infrastructure provider. Such portions shall instead be as described in the applicable Trust and Compliance Documentation. If Customer enables an Einstein feature in an instance or Org of the Services, such Einstein feature may be enabled across applicable SFDC services subscriptions in such instance, and may process Customer Data associated with such subscriptions, whether such subscriptions are purchased from SFDC or from a reseller.

Customer acknowledges that SFDC may access Customer Data submitted to the Services and Einstein features for the purpose of improving and training similar or related services and features, and Customer instructs SFDC to process its Customer Data for such purpose, provided however, SFDC will not share Customer's Customer Data with any other customers in connection with the foregoing. Customer retains all ownership of its Customer Data submitted to the Services and Einstein features and SFDC retains all ownership in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning.

Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions.

By accepting these terms and conditions on behalf of a Customer, you represent that you are authorized to bind such Company to these terms and conditions. If you are not authorized then you agree that you may not and will not attempt to enable any Einstein feature in Customer's instance of the Services.

The above 'Supplement' which is hereby made part of this Order Form. Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each month. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any audit reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features below:

Order Form Supplement for Einstein Features

This Order Form Supplement forms a part of the Order Form between Customer and salesforce.com, inc. or one of its Affiliates ("SFDC") under which Customer has purchased subscriptions to the Service which contains one or more elements of artificial intelligence functionality available for Customer's active enablement at its choosing as a feature of such Service (each element, an "Einstein feature"). Such functionality is currently branded as Einstein.

The infrastructure used by SFDC to host Customer Data submitted to an Einstein feature is provided in part by Amazon Web Services, Inc. (or such other infrastructure provider as identified in the Documentation for the applicable Einstein feature) and involves the storing and processing of Customer Data. This infrastructure provider may use different privacy and security protections, and be hosted in different physical locations, than the Services. Any privacy, security or physical data location commitments in Customer's applicable master subscription agreement for the Services shall not apply to the portion(s) of an Einstein feature hosted on such infrastructure provider. Such portions shall instead be as described in the applicable Trust and Compliance Documentation. If Customer enables an Einstein feature in an instance or Org of the Services, such Einstein feature may be enabled across applicable SFDC services subscriptions in such instance, and may process Customer Data associated with such subscriptions, whether such subscriptions are purchased from SFDC or from a reseller.

Customer acknowledges that SFDC may access Customer Data submitted to the Services and Einstein features for the purpose of improving and training similar or related services and features, and Customer instructs SFDC to process its Customer Data for such purpose, provided however, SFDC will not share Customer's Customer Data with any other customers in connection with the foregoing. Customer retains all ownership of its Customer Data submitted to the Services and Einstein features and SFDC retains all ownership in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning.

Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions.

By accepting these terms and conditions on behalf of a Customer, you represent that you are authorized to bind such Company to these terms and conditions. If you are not authorized then you agree that you may not and will not attempt to enable any Einstein feature in Customer's instance of the Services.

The above 'Supplement' which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Lightning Platform Plus

Each Lightning Platform Plus User and other Lightning Platform Plus Users in such User's management chain, may access such User's Cases and/or Work Orders for purposes of creating, reading, updating and managing such User's Cases and/or Work Orders. Additionally, Employee Apps Plus Users may access the Cases and/or Work Orders of other Employee Apps Plus Users or Cases and/or Work Orders of other individuals for whom a Case has been created in connection with the Customer's recruiting or onboarding process, solely for purposes of creating, reading and commenting on such Users', or such other individuals', Cases and/or Work Orders. Each Employee Apps Plus User is entitled to access no more than 110 custom objects through this subscription. An Employee Apps Plus User cannot: (A) be an individual other than a Customer employee or contractor; (B) be an individual who supports external facing customer service Cases and/or Work Orders or whose primary function is to respond to or resolve employee Cases and/or Work Orders, or (C) use Employee Apps Plus to create, launch or run an external facing community or website. Customer shall ensure the use restrictions set forth herein are followed, through User profile or permission set, limiting the number of custom objects included in the Community to the restrictions herein, etc. Customer understands that the above use restrictions are contractual in nature (i.e., these restrictions are not enforced in the Service as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Service.

Customer Community (Logins/month)

Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

Salesforce Shield

Salesforce Shield is comprised of Platform Encryption, Event Monitoring and Field Audit Trail, and is subject to the Product Special Terms for Platform Encryption and Event Monitoring.

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the

specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S TENANT SECRET(S). Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Event Monitoring

Event Monitoring includes Event Monitoring Wave App, which may not be used to upload or access external data sets other than the one external dataset provided as part of the Event Monitoring Wave App subscription. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restriction. SFDC may monitor Customer's usage of the Event Monitoring Wave App subscriptions at any time through the Services. Event Monitoring Wave App is available in English only.

Government Cloud Premier + Success Plan

The available products on the Salesforce Government Cloud may change at Salesforce's sole discretion and without advance notice. Only products on this Order Form that are also identified below as Government Cloud Products are hosted on the Salesforce Government Cloud as of the effective date of this Order Form; all other products on this Order Form are non-Government Cloud

Products. Customer acknowledges that Government Cloud Products may not be fully compatible with non-Government Cloud Products resulting in decreased functionality.

CRM: Lightning CRM, Lightning Sales Cloud, Lightning Service Cloud, Sales Cloud Lightning CRM & Service Cloud
Lightning CRM Applications: Employee Apps and Community (Add-On), Employee Apps and Community-only, Employee Apps Plus, Employee Apps

Starter, Employee Help Desk (Force.com Add-On), Employee Help Desk-only, Force Custom Object Pack, Force.com, Force.com (Administrator), Force.com (App Bundle), Force.com (Enterprise Applications), Force.com (Light Applications), Force.com (One App),

Lightning Force 100, & Lightning Force 100 (Administrator) Analytics: Analytics - Additional Data Rows (100 Million), Analytics Base Capacity, Analytics Platform, Community Analytics App for

Members, Community Analytics App for Logins, Sales Analytics App & Service Analytics App Communities: Authenticated Sites, Customer Community, Customer Community Plus, Customer Portal, Customer Portal - Enterprise Admin, Identity for Customers & Partners, Partner Community, Partner Portal & Service Cloud Portal

Industry Solutions: Lightning Government Case Connect, Lightning Health Cloud & Remedyforce

Other: Additional 10 Objects for Customer Community, Additional 10 Objects for Partner Community, Additional API Calls - 10,000 per

day, Additional Scheduled Analytics Bundle, Analytics - 5 Additional Dynamic Dashboards, Chatter Plus, Console for Sales Cloud, Data Storage, Event Monitoring, Field Audit Trail, File Storage, Identity, Identity-only, Knowledge, Knowledge-only, Lightning Console, Live

Agent, Mobile, Platform Encryption, Platform Events - 100,000 per day, Public Communities Page Views, Salesforce Shield, Sandbox, Unlimited Apps Pack, Work.com Perform & Work.com Perform-only.

Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan, (see below) as amended by the following. Support Personnel: Government Cloud Premier + Success Plan support will be provided by Qualified US Citizens, subject to these terms.

"Qualified US Citizens" are individuals who (1) are United States citizens; (2) are physically located within the United States while performing the support; and (3) have completed a background check as a condition of their employment with Salesforce. Research and development personnel and personnel that provide Administration Services under Government Cloud Premier + Success Plan support, that have logical access to Customer Data, and infrastructure support personnel that provide Government Cloud Premier + Success Plan support that have physical access to the Salesforce Government Cloud infrastructure, will be Qualified US Citizens. All other personnel, including, Customer Success Managers, Success Account Managers, Customer Success Technologists and any other personnel engaged in customer success roles and providing customer success services (collectively referred to as "Success Representatives"), will not be Qualified US Citizens and will not have access to Customer Data unless Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel. Telephone Support: Telephone support is available in English only, and twenty-four hours a day, seven days a week. Submitting a Case: Users may submit a case in the following ways, (1) In the Services by logging in, clicking "Help & Training," clicking "Contact Support," and clicking "Open a Case," then providing the requested information and clicking "Submit" ("On-Line Case Submission"). Cases submitted via this route shall be automatically routed to a team of Qualified US Citizens. (2) By telephone call to Customer Support as described in the Premier + Plan. Calls for support received via telephone shall be initially responded to by individuals who are not Qualified US Citizens and who may be located outside the United States. These individuals will route cases to a team of Qualified US Citizens. These individuals will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. To submit a case for Severity Level 1 issues, Customer must call Customer Support. (3) Cases submitted via Chat will not be responded to by Qualified US Citizens and will not be subject to the applicable response time described in the Target Initial Response Time table of the Premier + Plan

General. The Premier Success Plan or Premier+ Success Plan will be provided to Customer's Users in accordance with this description. Users can submit cases over the Web or by telephone. SFDC will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in SFDC's reasonable determination.

Premier Success and Premier+ Success Plans may not be purchased for a subset of subscriptions to included products in any given Org. When purchased, Premier or Premier+ Success Plans must be purchased for all such subscriptions to included products in any given Org. Therefore, Customer may incur additional Premier or Premier+ Success Plan charges as new subscriptions for included products are added to an Org. See link in footer below for a full list of included and excluded products. Additionally, only one level of support can be associated with a given Org at any one time. For example, a customer cannot have Premier and Premier+ Success support within the same Org.

For clarity, neither the Premier nor the Premier+ Success Plan includes implementation of the Services. The Premier and Premier+ Success Plans are for ongoing support and administration of the Services after the Services have been implemented.

Designated Contacts. "Designated Contacts" are Users Customer identifies as primary liaisons between Customer and SFDC for technical support. Customer shall identify between one (1) and four (4) Designated Contacts. Customer may be charged an additional fee for Designated Contacts in excess of four (4) at any given time. Customer shall notify SFDC whenever Designated Contact responsibilities are transferred to another individual.

Customers' Designated Contacts shall be responsible for:

1. overseeing Customer's support case activity,
2. developing and deploying troubleshooting processes within Customer's organization, and
3. resolving password reset, username and lockout issues for Customer.

Customer shall ensure that Designated Contacts:

- A. have completed, at a minimum, the basic Services administration course currently titled "Administration Essentials," which is included at no additional charge as part of online training,
- B. have completed any supplemental training appropriate for the Designated Contact's specific role or Customer's usage of the Services,
- C. are knowledgeable about the applicable Services in order to help resolve, and to assist SFDC in analyzing and resolving, technical issues, and
- D. have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the

problem in order to assist SFDC in diagnosing and triaging it.

- E. co-ordinate Success Program activities with SFDC Success Program representatives, as applicable

Telephone Support. Telephone support in English is available twenty-four hours a day, seven days a week. Telephone support in French, German, Italian and Spanish is available from 8:00 a.m. to 6:00 p.m. GMT, excluding weekends and holidays. Telephone support in Japanese is available twenty-four hours a day, seven days a week for Severity Level 1 and Level 2 issues (as those Severity Levels are described below), and from 9:00 a.m. to 6:00 p.m. JST on weekdays, excluding December 31 –January 3, for Severity Level 3 and 4 issues. Customer may inquire regarding support in other languages. Calls will normally be answered by a triage agent, who will document the case and route it to the appropriate support team for response to Customer.

Main toll-free Customer Support telephone numbers are as follows. A complete list is available on the Help & Training website.

- United States: +1-866-614-7375
- Ireland: +353-1-440-3590
- Australia: 1-800-789-984
- Japan: 0066 33 812474

Submitting a Case. Users may submit a case in any of the following ways:

1. In the Services by logging in, clicking “Help & Training,” clicking “Contact Support,” and clicking “Open a Case,” then providing the requested information and clicking “Submit.” Premier and Premier+ cases are priority-routed to the appropriate support teams.
2. By telephone call to Customer Support as described above. For Severity Level 1 issues, Customer must call Customer Support.

Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number. For assistance with User password resets, Users should use the “Forgot your password?” link on the login page or contact a Designated Contact or Customer system administrator. For assistance with Salesforce usernames and lockouts, Users should contact a Designated Contact or Customer system administrator. For security reasons, SFDC does not provide contact information for Designated Contacts system administrators.

Severity Levels. Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the User at time of case submission, and will be updated by SFDC as follows:

Severity Level	Description
Level 1 – Critical	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
Level 3 – High	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Target Initial Response Time. SFDC will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case.

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour ¹
2	2 hours ¹
3	4 business hours ²

4 and Configuration Services cases for Premier+	8 business hours ²
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Severity Level 1 and 2 target initial response times are 24x7, including weekends and holidays. Severity Level 1 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email.

² Severity Level 3 and 4 target initial response times include local business hours only and exclude weekends and holidays, and do not apply to cases submitted via e-mail.

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

Cooperation. SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their SFDC application and/or desktop system for troubleshooting purposes.

Escalation Matrix. The table below outlines the escalation contacts available to Customer, as necessary.

Escalation Matrix	
Level	Title
1	Technical Support Duty Manager
2	Senior Director, Technical Support
3	VP, Technical Support
4	SVP, Global Customer Success

- * Reference below for a full list of included and excluded products

SALESFORCE.COM SUCCESS PLANS PRODUCT INCLUSIONS and EXCLUSIONS (STANDARD, PREMIER, PREMIER+, and SIGNATURE SUCCESS PLANS)

Products included in the support offerings applicable to the “Salesforce Services” (Sales Cloud, Service Cloud, Employee Apps, Force.com, Chatter, Communities, Site.com and Database.com) and additional products covered*				
Product Name	Standard	Premier	Premier+	Signature
Sales Cloud - Professional, Enterprise and Unlimited Editions	✓	✓	✓	✓
Sales Cloud - Essentials Edition	✓	✗	✗	✗
Service Cloud - Professional, Enterprise and Unlimited Editions	✓	✓	✓	✓
Employee Apps (including Force 100, Force.com, Employee Apps and Community - Only, or Employee Community)	✓	✓	✓	✓
Lightning Platform Starter, Lightning Platform Plus and Lightning External Apps	✓	✓	✓	✓
Salesforce Chatter	✓	✓	✓	✓
External Communities (includes Portals)	✓	✓	✓	✓
Salesforce Database.com	✓	✓	✓	✓
Salesforce Employee Help Desk- Only	✓	✓	✓	✓
Identity for Employees, Identity for Customers and Partners	✓	✓	✓	✓
Salesforce Site.com, Site.com Contributor and Site.com Publisher	✓	✓	✓	✓
DRO (Data Residency Option)	✓	✓	✓	✗
Data.com Prospector and Data.com Clean	✓	✓	✓	✗
Knowledge (including Knowledge-Only)	✓	✓	✓	✓
Live Agent	✓	✓	✓	✓

SOS	✓	✓	✓	✓
Analytics Cloud (includes all Wave products)	✓	✓	✓	✓
Health Cloud	✓	✓	✓	✓
Financial Services Cloud	✓	✓	✓	✓
Field Service	✓	✓	✓	✓
Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail)	✓	✓	✓	✓
CPQ & CPQ+	✓	✓	✓	✓
LiveMessage	✓	✓	✓	✗
Einstein Data Discovery	✓	✓	✓	✗
Salesforce Inbox	✓	✓	✓	✗
B2B Commerce	✓	✓	✓	✗
Commerce Cloud	✓	✓**	✗	✓**
Work.com [Premier+ support is available when Work.com is sold as part of Performance Edition only]	✓	✗	✗	✗
Console for Sales Cloud	✓	✗	✗	✗
Mobile	✓	✗	✗	✗
All Data.com, Salesforce CPQ and Salesforce Billing Services not referenced in this table	✓	✗	✗	✗
Salesforce IoT	✓	✓	✓	✗
Quip	✓	✗	✗	✗
Salesforce Surveys	✓	✗	✗	✗
Einstein Vision and Language	✓	✗	✗	✗

Products included in the following Support offerings applicable to “Salesforce Marketing Cloud Services”*					
Product Name	Standard	Standard+	Premier	Premier+	Signature
ExactTarget products	✓	Not available for purchase anymore	✓	✓	✓
Predictive Intelligence	✓		✓	✓	✓
Social Studio and Radian6	✓		✓	✓	✓
Advertising Studio	✓		✓	✓	✓
Salesforce Pardot	✓		✓	✓	✗
Distributed Marketing	✓		✗	✗	✗
Social Studio - Einstein Vision	✓		✓	✓	✗
Einstein Engagement Scoring	✓		✓	✓	✗
Integration for Google Analytics 360	✓		✓	✓	✗

Products included in the following Support offerings applicable to “Salesforce DMP and Salesforce Data Studio”*				
Product Name	Standard	Premier	Premier+	Signature
Salesforce DMP, Salesforce Data Studio	✓	✗	✓	✗

*Any product not noted as specifically included in the tables above, as well as the below products, are **excluded** from the above Salesforce.com support offerings and may have their own support plans, as described further in the applicable Documentation.

Government Case Connect	IdentityConnect	SalesforceIQ	Heroku
Remedyforce (not available for purchase anymore)	Desk.com	Salesforce DMP (fka Krux)	Lightning Voice
Interaction Studio			

** Premier Success for Commerce Cloud and Signature Support for Commerce Cloud are available under a separate support plan

Success Programs. Premier Success Plan and Premier+ Success Plan customers may participate in Success Programs. Success Programs include Premier Webinars, Premier Chatter Groups, and Premier Content. Premier Webinars, Premier Content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Online content may be accessed only via websites designated by SFDC.

Success Program materials are confidential information of SFDC and may not be copied or modified, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan, except as described under "Customizable Training Templates" above. The Success Programs do not include implementation services, response time commitments for question asked in Chatter Groups or any warranty on content posted in Chatter Groups. SFDC retains ownership of all intellectual property rights posted and provided in the Success Programs and reserves all rights in the content not expressly granted to the Customer.

Developer Support. Developer Support is included in the Premier and Premier+ Success Plans. Developer Support is available only in English. More information on Developer Support can be found in Help and Training (see below)

Developer Support (available with the Premier and Premier+ Success Plan) provides best practices for Apex code, Visualforce pages and Salesforce API. Our certified team will help troubleshoot Salesforce error messages and performance issues, and review up to 200 lines of Apex and Visualforce code. Developer Support is only available in English.

- **What can Core Developer Support help with?**
- Ensure that you are following the latest Developer Guide for Creating Force.com (Apex) and Force.com pages (Visualforce)
- Troubleshoot Salesforce error messages
- Analyze, debug and provide recommendations for Apex and Visualforce code containing 200 lines or less

- **Supported Development request topics:**

Topic	Included in Developer Support
Apex/ Visualforce	<ul style="list-style-type: none"> • Functional description of objects, methods and properties. • Explanation of governor limits. • Salesforce error message troubleshooting and analysis. • Force.com Apex and Visualforce best practices. • Analysis and debugging of Force.com Apex and Visualforce (up to 200 lines).
API	<ul style="list-style-type: none"> • Clarification of API documentation • API performance troubleshooting • Salesforce API error message troubleshooting and analysis (related to SOAP API/REST API/Bulk API/ Streaming API/Metadata API/Tooling API etc.) • Salesforce API best practices
SOQL/ SOSL	<ul style="list-style-type: none"> • Apex query performance and troubleshooting. • Adding custom indexes to SOQL queries when applicable.
Visual Workflow	<ul style="list-style-type: none"> • Troubleshoot flow designer and flow runtime errors.
Shield(Event Monitoring/ Field Audit Trail)	<ul style="list-style-type: none"> • Event logs missing/not generated. • Debug issues related to Data Discrepancy between the EventLogFile records and what is seen in the Event Monitoring Analytics App. • Error message troubleshooting. • Debug and troubleshoot issues and errors related to Field Audit Trail. Best practice guidance via available resources and documentation for Field Audit Trail.
Packaging and Deployment	<ul style="list-style-type: none"> • Deployment errors related to Apex code or Visualforce pages. • Debug and troubleshoot custom code issues in partner managed packages. • Debug and troubleshoot errors in post install script. • Debug and troubleshoot any errors related to deployment via SFDX. Any errors related to deployment (Deploying from Scratch org to Scratch org, Deploying from Scratch org to Source org) . Any continuous deployment errors(like, running tests when deploying code).
Authentication	<ul style="list-style-type: none"> • Debug authentication errors with connected apps. • Troubleshoot issues with SSO Setup and login. • Certificate issues concerning certificate expiration, renewal and best practices to update certificate. Debug and troubleshoot SSL Certificate errors related to SSO, API/Integration, Apex callouts, Outbound Messaging.
Open CTI	<ul style="list-style-type: none"> • Troubleshoot errors with Open CTI. (Note: CTI Desktop Toolkit is unsupported (End of Life).Custom JavaScript, setup and walk through of CTI setup is unsupported.)
Sites and Communities	<ul style="list-style-type: none"> • Debug and troubleshoot issues with Communities using Salesforce tabs +VF template. • Debug and troubleshoot issues with Salesforce Sites (a.k.a Force.com sites). • Additionally, troubleshoot issues that are directly tied to custom Lightning Components in Sites and Communities
Live Agent	<ul style="list-style-type: none"> • Debug and troubleshoot live agent issues and errors related to custom pre-chat forms(involving apex/visualforce).
Lightning	<ul style="list-style-type: none"> • Troubleshoot errors related to Lightning Components, Apex code, Visualforce pages, code related to lightning and JavaScript using aura framework.
External Objects	<ul style="list-style-type: none"> • Troubleshoot Integration, sync, search and code related issues in External Objects
Data Loader Command-Line Interface (Data Loader CLI)	<ul style="list-style-type: none"> • Debug and troubleshoot Data Loader CLI errors.

Out of scope requests for Core Developer Support:

- Architecture design suggestions, custom Java Script and, HTML are out of scope for Developer Support.
- Reviewing more than 200 lines of code
- Creation of code, including SOQL queries, or pre-release regression testing
- Troubleshoot/debug third party applications
- Providing ad-hoc reports. This includes requests for Community Bandwidth usage, API usage, or reports related to slow performance / timeouts. However, we do have a pool of partner apps on AppExchange and products like event monitoring that can help you with this type of reporting.

Salesforce CPQ

- **What can CPQ Developer Support can help with?**
- Ensure you are following best practices for creating Force.com Code (Apex) and Force.com Pages (Visualforce)
- Analyze, debug and provide recommendations for Apex and Visualforce code containing 200 lines or less.
- Analyze, debug and provide recommendations for CPQ Plugins (Page Security Plugin, Quote Calculator Plugin, Product Search Plugin, Document Store Plugin) code containing 200 lines or less.
- Troubleshooting and Analyzing Salesforce error messages while using Salesforce CPQ

CPQ Development request topics

Topic	Included in Developer Support
Apex/ Visualforce	<ul style="list-style-type: none"> • Functional description of objects, methods and properties. • Salesforce error message troubleshooting and analysis. • Force.com Apex and Visualforce best practices. • Analysis and debugging of Force.com Apex and Visualforce (up to 200 lines).
Salesforce CPQ Plugins	<ul style="list-style-type: none"> • Analysis and troubleshooting.
Visual Workflow	<ul style="list-style-type: none"> • Troubleshoot flow designer and flow runtime errors.
Error message troubleshooting and analysis	<ul style="list-style-type: none"> • Too Many SOQL Queries • Non-selective query against large object type (more than 100000 rows) • Query is either selecting too many fields or the filter conditions are too complicated • Too Many DML Statements, Too Many DML Rows • Apex CPU Time Limit Exceeded • Heap Size Too Large • Maximum Stack Depth Exceeded • JSON String exceeds Heap size • Input Too Long • Unable to connect to server transaction aborted timeout • Too many queueable jobs

• **Out of scope requests for CPQ Developer Support:**

- Architecture design suggestions
- Reviewing more than 200 lines of code
- Creation of code, including SOQL queries, pre-release regression testing
- Troubleshoot/debug third party applications
- Providing ad-hoc reports. This includes requests for Community Bandwidth usage, API usage, or reports related to slow performance / timeouts
- Support in languages other than English

Salesforce DMP and Salesforce Data Studio

- **What can Salesforce DMP and Salesforce Data Studio Developer Support help with?**
 - Guidance on DMP tag and pixel construction
 - Review and feedback on DMP tags and pixels that cover:
 - Site users and behaviors
 - Mobile app users and behaviors
 - Digital media exposures and engagement
 - User matching with other platforms/systems
 - Provide guidance on using the Salesforce DMP API

Topic	Included in Developer Support
Control Tag	Guidance on deploying and QAing the DMP Control Tag
Interchange Snippet	Guidance on deploying and QAing the DMP Interchange Snippet
Event Pixels	Guidance on deploying and QAing event pixels
Media tags	Guidance on deploying and QAing media tags
DMP API	Guidance on enabling the DMP API
Reporting	Guidance on analyzing reporting within the DMP UI

- **Out of scope requests for Salesforce DMP and Salesforce Data Studio Developer Support:**
 - Creation and deployment of code, including HTML, CSS, JavaScript or other languages
 - Custom code troubleshooting
 - API call creation
 - User match troubleshooting when DMP does not host the match table

Success Manager. The Premier Success Plan and Premier+ Success Plan include access to Success Managers. Success Managers are product and market experts who engage with Customers to assist with Salesforce product adoption and utilization, including sharing advice and guidance related to optimizing Customer’s ongoing use of Salesforce. Customer is responsible for evaluating any advice or guidance received from SFDC and for implementing any such advice and guidance.

Accelerators. Accelerators are designed to provide tailored recommendations and/or best practice guidance on Customer’s applicable Salesforce subscriptions. SFDC will provide the Customer with access to Accelerators. Customer may consume Accelerators one at a time, per instance. Customer may request Accelerators by logging a case in the SFDC Help & Training Portal or through their SFDC Success Manager, if applicable. Accelerator(s) delivery time is dependent on mutual scheduling between SFDC and Customer, and SFDC delivery capacity or other relevant factors.

The Accelerator Library is available here: www.salesforce.com/acceleratorlibrary. Within the Accelerator Library, there are catalogs that correspond to Salesforce Success Plans. Access to a catalog of Accelerators is dependent on Success Plan level. Accelerators are subject to geographic availability and SFDC reserves the right to modify the

Accelerator Library and catalogs from time to time at its sole discretion.

Accelerators will be provided Monday through Friday, during the hours of 9 a.m. to 5 p.m. in the time zone where the Accelerator resource is located, except for holidays recognized by SFDC, paid time off (e.g., vacation, sick time) in accordance with SFDC's paid time off policies, and SFDC internal training days (collectively "Administrative Days"), and otherwise in accordance with the description of the Accelerator. Customer acknowledges that Accelerator resources will not be available to Customer on Administrative Days. For clarity, Accelerators are advisory in nature, do not entail implementation services (such as code development), and shall not result in a transfer or assignment of intellectual property rights between the parties. Accelerators are available in English; Customer may inquire about availability in other languages.

Configuration Services. If Customer purchases the Premier+ Success Plan option, SFDC will perform the configuration services listed on the Help and Training website, accessible via help.salesforce.com or login to the applicable Service, upon request and as available by product. SFDC administrators will work in tandem with the Customer's Designated Contacts to execute the configuration services based on Customer's design specifications. Customer is responsible for gathering business and functional requirements, design specifications, change management approvals, and documentation of configuration, and for designing and/or delivering training materials.

SFDC will provide a complimentary User subscription to Customer for use by the SFDC administration team.

Customer's Designated Contacts will act as Customer's sole contacts for submitting configuration cases on behalf of Customer. Configuration cases are assigned Severity level 4, and are worked during local business hours only.

Configuration services exclude the initial implementation of the Salesforce application, data migrations, data management or manipulation (de-duping, merging, cleansing), transferring data from one org or object to another, flows, AppExchange installs/uninstalls/customization, VLOOKUPS and custom code. Configuration Services are available only in English.

Excluded Items. Neither the Premier Success Plan nor the Premier+ Success Plan includes:

- Assistance with Salesforce password resets. For password resets, Users should click the "Forgot your password?" link on the login page or contact their system administrator;
- Assistance with Salesforce usernames. For assistance with usernames, Users should contact their system administrator;
- Assistance with Salesforce lockouts due to incorrect login attempts. For assistance with Salesforce lockouts due to incorrect login attempts, Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with AppExchange applications, whether authored by SFDC or a third party, unless otherwise specified in our Product Inclusions and Exclusions document linked below;*
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers; or
- Creation or testing of custom code, including SOQL queries, except as provided under Developer Support.

Changes to Premier Success Plan and Premier+ Success Plan. SFDC may modify the Premier Success Plan and Premier+ Success Plan from time to time, provided the level of service under either plan will not materially decrease during a subscription term

Enhanced Implementation Support

The Enhanced Implementation Support (EIS) subscription term starts on the Order Start Date and ends on the Order End Date set forth in this Order Form and is not calculated in hours or days. The EIS services will be provided Monday through Friday, during the hours of 9 a.m. to 5 p.m. in the time zone where the EIS is located, except for designated non-attendance days. Non-attendance days consists of sixteen (16) administrative days during a 12 month term (or the pro rated number of days for the applicable subscription term) plus the regional provision for public holidays recognized by SFDC and paid time off (e.g. vacation, sick time). Administrative days consist of such things as training days, volunteer time off and required attendance at company events. Customer acknowledges that EIS Services will not be available to Customer on administrative days, regional public holidays and paid time off. The EIS subscriptions may be applied only to EIS activities and not toward the purchase of any other SFDC product or service (including without limitation product subscriptions, support or professional services). The EIS is an advisory role, and may advise Customer on topics including but not limited to solution architecture, design review, integration strategy, Org strategy, security, compliance, mobile and Web strategy, performance management, solution compatibility, environment and release management, master data management, fit/gap analysis of product capabilities, optimization planning, best practices related to use of the Salesforce.com platform and high level project guidance. For clarity, the (EIS) does not deliver implementation services (such as configurations or code destined for production use) but can lead, evaluate and contribute to Customer's design efforts. EIS services shall not result in a transfer or assignment of intellectual property rights between the parties. Any code or Services configurations made available to Customer by SFDC in connection with the services provided under this Order Form are for illustrative and demonstrative purposes only and are not for use in production, and as such are not part of the Services. If Customer does not use the potential amount of EIS services purchased during the applicable subscription term, fees paid by Customer may not be refunded, extended, rolled over to another subscription period, or applied to another account or SFDC product or service.

Links included in this exhibit are active at time of execution and may be updated from time to time to reflect product and service improvements and changes generally applicable to the products and services provided. Please reference Salesforce Documentation for most up to date information.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp
Exhibit 5: Service Level Obligations (SLA)

Service Level Addendum (SLA)

SLA for Government Cloud Customers

This Exhibit (Service Level Addendum) (“SLA”) is subject to and made a part of the Master Agreement between City and County of San Francisco Assessor’s Office and Carahsoft Technology Corp (the “Agreement”).

1. **Availability.** SFDC shall make the Service available 99.9% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.9\%$$

Where:

- *total* means the total number of minutes in the calendar quarter;
- *nonexcluded* means downtime that is not *excluded*; and
- *excluded* means:
 - Any planned downtime of which SFDC gives 24 or more hours’ notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. SFDC will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any period of unavailability lasting less than 15 minutes. Any unavailability caused by circumstances beyond SFDC’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Customer subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

2. **Remedies** Should SFDC fail to make the Service available as set forth in Section 1 above in a calendar quarter, Customer may continue to use the Service but receive an SLA credit of 4% of the monthly subscription fee for each active subscription on the affected Service instance in that quarter, for each full or partial hour of Service unavailability below the percentage specified in Section 1 above. The remedies described in this paragraph shall be the sole remedies available to Customer for the breach of this SLA.
3. **Reporting, Claims and Notices.** To claim a remedy under this SLA, Customer shall send SFDC a notice, via email addressed to salesforce@carahsoft.com, containing the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period

- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within 10 business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against SFDC's system records. Should SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer a record of Service availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith.

4. **General:** SFDC shall not offer and Departments shall not accept or request services that are designated as beta, limited release, developer preview, development or test bed environments or other services noted to be excluded from this SLA.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

Exhibit 6: Disaster Recovery Plan

Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned to the disaster recovery data center. Disaster recovery tests verify our projected recovery times and the integrity of the customer data. For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4-hour recovery point objective (RPO) and 12-hour recovery time objective (RTO). The Salesforce service performs replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a warm site intended to contain equal capacity of the primary production site (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location. Business continuity plans are updated each year, including the list of business processes, recovery time objectives, and key resources. Senior management is included in this process. Business continuity plans are exercised on an annual basis. Action items and lessons learned are tracked from each incident and exercise conducted. Action items are prioritized and tracked until closed. The Global Business Continuity Policy is available to all employees and is signed off on by Legal and Senior Management. Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are tested at least annually. A post mortem documenting the results of the disaster recovery tests can be provided to customers with a signed NDA in place.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

Exhibit 7:

**SFDC Terms
of Service**

1. DEFINITIONS

“Content” means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the SFDC Services, or pursuant to an Order Form, as more fully described in the Documentation.

“Customer” means the entity that has contracted with Reseller to purchase subscriptions to use the SFDC Services, subject to the conditions of these SFDC Service Terms. Where Reseller is using the SFDC Services for its own purposes, Customer also includes Reseller.

“Customer Data” means any electronic data or information submitted by or for Customer to the SFDC Services, excluding Content and Non-SFDC Applications.

“Documentation” means the applicable Marketing Cloud Service’s Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable SFDC Service.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that interoperate with the SFDC Services, including, for example, the AppExchange, the HubExchange, and the Heroku add-ons catalog and any successor websites.

“Non-SFDC Applications” means any mobile, Web-based, offline or other software application that is provided by Reseller, Customer, or a third party and interoperates with a SFDC Service, including, for example, an application that is developed by or for Customer, is listed on a Marketplace, or is identified as Salesforce Labs or by a similar designation.

“Order Form” means the ordering document entered into between Reseller and Customer specifying the SFDC Services to be provided pursuant to these SFDC Service Terms, together with any additional product specific terms for the SFDC Services as required by SFDC.

“**Reseller**” means the entity that has contracted directly with SFDC to resell SFDC Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to SFDC Services.

“**SFDC**” means salesforce.com, inc. located at The Landmark @ One Market, Suite 300, San Francisco, CA 94105 USA.

“**SFDC Services**” means the products and services offered by SFDC that are ordered by Customer under an Order Form and made available online by SFDC including associated offline components, as described in the Documentation. “SFDC Services” exclude Content and Non-SFDC Applications.

“**User**” means an individual who is authorized by Customer to use the SFDC Services on behalf of Customer, and to whom Customer (or, when applicable, SFDC at Reseller’s request), has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. ADDITIONAL TERMS OF SERVICE FOR MARKETING CLOUD SERVICES

Customer acknowledges that if it purchases Marketing Cloud Services from SFDC that it agrees and consents to additional terms of service particular to such services set forth at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/salesforce_MSA.pdf or at another URL communicated from time to time by SFDC. For informational purposes, GSA has not reviewed the Trust and Compliance documentation, or its usage guides or policies. Please note: this documentation can be pulled from the hyperlink at the time of purchase if customer chooses to purchase Marketing Cloud.

3. SUPPORT

Customer acknowledges and agrees that all support inquiries and matters must be made through SFDC. As Customer support requests will come directly to SFDC, Reseller should not have access to Customer’s instance of the SFDC Services, including without limitation, Customer Data, for the purposes of providing such support. Notwithstanding the foregoing, should Reseller be granted access to Customer’s instance of SFDC Services and any Customer Data for any reason, Customer hereby consents to such access by Reseller. Any additional access required by Reseller and requested by Customer shall be agreed to by the parties.

4. USE OF SFDC SERVICES AND CONTENT

4.1. Usage Limits. SFDC Services and Content are subject to usage limits specified in Order Forms or the Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the SFDC Services or Content may not be accessed by more than that number of Users, (b) a User’s password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the SFDC Services.

4.2. Customer Responsibilities Customer will (a) be responsible for Users’ compliance with the SFDC Service Terms, Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data, (c) submit Customer Data only in accordance

with the Documentation and applicable laws and government regulations, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the SFDC Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (e) use the SFDC Services only in accordance with these SFDC Service Terms, the Documentation, Order Forms and applicable laws and government regulations, and (f) comply with terms of service of Non-SFDC Applications with which Customer uses SFDC Services or Content.

- 4.3. Usage Restrictions.** Customer will not (a) make the SFDC Services or Content available to, or use SFDC Services or Content for the benefit of, anyone other than Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the SFDC Services or Content, or include any SFDC Service or Content in a service bureau or outsourcing offering, (c) use the SFDC Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (d) use the SFDC Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SFDC Services or third-party data contained therein, (f) attempt to gain unauthorized access to the SFDC Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of SFDC Services or Content in a way that circumvents a contractual usage limit, or use any SFDC Services to access or use any of SFDC's intellectual property except as permitted under these SFDC Service Terms, an Order Form, or the Documentation, (h) copy SFDC Services or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) access the SFDC Services or Content in order to build a product or service or to benchmark with a non-SFDC competitive product or service, (k) frame or mirror any part of the SFDC Services or Content, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (l) access the SFDC Services or Content in order to build a competitive product or service, or (m) reverse engineer the SFDC Services. Customer's or a User's intentional violation of the foregoing, or any use of the SFDC Services in breach of these SFDC Service Terms, Documentation or Order Forms, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the SFDC Services.
- 4.4. External-Facing Services.** If Customer subscribes to an SFDC Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, Customer will comply with, and be responsible for Users' compliance with, SFDC's External-Facing Services Policy below (<http://www.salesforce.com/company/legal/agreements.jsp>) as may be applicable to an SFDC Service, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies.

Acceptable Use and External-Facing Services Policy

1. Scope

This Acceptable Use and External Facing Services Policy ("Policy") applies to customers' use of all services offered by salesforce.com, inc. or its affiliates ("SFDC").

2. Effective Date of this Policy Update

August 2018

3. Changes to Policy

SFDC may change this Policy by posting an updated version of the Policy on their Website and such updates will be effective upon posting.

4. Violations

A customer's violation of this Policy will be considered a material breach of the master subscription agreement and/or other agreement governing the customer's use of the services.

5. Prohibited Material

Customers may not, and may not allow any third-party, including its users, to use services to display, store, process or transmit, or permit use of services to display, store, process or transmit:

- Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
- Obscene, excessively profane material or otherwise objectionable material;
- Material advocating or advancing criminal hacking, cracking, or phishing;
- Material related to illegal drugs or paraphernalia;
- Malicious material;
- Unlawful software;
- Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

6. Prohibited Actions

Customers may not use a service to, nor allow its users or any third-party to use a service to:

- Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam law or regulation;
 - imitating or impersonating SFDC, another person or his, her or its email address, or
 - creating false accounts for the purpose of sending spam;
 - data mining or harvesting any web property (including any External-Facing Service) to
 - find email addresses or other user account information;
 - sending unauthorized mail via open, third-party servers;
 - sending email to users who have requested to be removed from a mailing list;
 - selling to, exchanging with, sharing with or distributing to a third party personal
 - information, including the email addresses of any person without such person's knowing
 - and continued consent to such disclosure; or
 - sending unsolicited emails to significant numbers of email addresses belonging to
 - individuals and/or entities with whom you have no preexisting relationship;
 - Send, upload, distribute or disseminate, or offer to do the same, with respect to unlawful,
 - defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful,
 - violent, or otherwise objectionable material, or promote, support or facilitate unlawful, hateful,
 - discriminatory, or violent causes;
 - Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any
 - other items of a destructive or deceptive nature;
 - Conduct or forward multi-level marketing, such as pyramid schemes and the like;
 - Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the
 - Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other
 - applicable law including anti-spam, telemarketing or telephone consumer protection laws or
 - regulations;
 - Use the services in any manner that violates any applicable industry standards, third party
 - policies or requirements that Salesforce may communicate to its users, including all of the
 - applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-
 - Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising
 - Initiative or any other generally accepted industry associations, carrier guidelines or other
 - industry standards;
 - Transmit material that may be harmful to minors;
 - Illegally transmit another's intellectual property or other proprietary information without such
 - owner's or licensor's permission;

- Impersonate another person, entity or SFDC (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- Violate the rights (such as rights of privacy or publicity) of others;
- Promote, facilitate or encourage illegal activity;
- Interfere with other users' enjoyment of a service;
- Engage in activity in connection with illegal peer-to-peer file sharing;
- Engage in or promote gambling, or run a gambling operation;
- "Mine" bitcoins and other cryptocurrencies;
- Sell, distribute or export illegal or prescription drugs or other controlled substances or paraphernalia;
- Access (including through any interfaces provided with a service), any SFDC product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;
- Perform significant load or security testing without first obtaining SFDC's written consent;
- 3
- Remove any copyright, trademark or other proprietary rights notices contained in or on the service or reformat or frame any portion of the web pages that are part of the service's administration display;
- Access a third party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or
- Use a service in any manner that would disparage Salesforce.
- Use the Einstein Bot feature to communicate with any third party without clearly communicating that the individual is speaking with a bot.

7. U.S. Digital Millennium Copyright Act or Similar Statutory Obligations

To the extent a customer uses the services for hosting, advertising, sending electronic messages or for the creation and hosting of, or for posting material on, websites, each customer must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) or similar statute in other countries (the "DMCA"), (ii) set up a process to expeditiously respond to notices of alleged infringement that comply with the DMCA and to implement a DMCA-compliant repeat infringers policy, (iii) publicly display a description of its notice and takedown process under the DMCA on its instance of the services, and (iv) comply with such processes, policy(ies), and description. It is SFDC's policy to respond expeditiously to valid notices of claimed copyright infringement compliant with the DMCA. In appropriate circumstances, SFDC will terminate the accounts of customers who SFDC suspects to be repeatedly or blatantly infringing copyrights. If SFDC receives a notice alleging that material on a customer's instance of a service infringes another party's intellectual property, SFDC may disable that customer's instance of the service or remove the allegedly infringing material. If SFDC receives more than one such notice for the same customer, SFDC reserves the right to immediately terminate such customer's subscriptions to the services as deemed necessary by SFDC to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties' rights.

4.5. Removal of Content and Non-SFDC Applications. If SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to such Content through the SFDC Services and/or may on notice to Reseller or to Customer require Customer to discontinue all use of such Content and, to the extent not prohibited by law, promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC

Application used with an SFDC Service by Customer may violate the External-Facing Services Policy or applicable law or third-party rights, SFDC may so notify Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, SFDC Service and/or Non-SFDC Application until the potential violation is resolved. If so requested by SFDC, Customer shall certify such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

5. NON-SFDC PROVIDERS

If Customer chooses to use a Non-SFDC Application with the SFDC Services, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the SFDC Services. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by the provider of such Non-SFDC Application or its provider. The SFDC Services may contain features designed to interoperate with such Non-SFDC Applications. To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers and may be required to grant SFDC access to Customer's account(s) on such Non-SFDC Applications. SFDC cannot guarantee the continued availability of such SFDC Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding SFDC Service features in a manner acceptable to SFDC.

6. PROPRIETY RIGHTS AND LICENSES

- 6.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, its licensors and Content providers reserve all rights, title and interest in and to the SFDC Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2. **Access to Content.** Access to Content is subject to the terms of applicable Order Forms, these SFDC Service Terms and the Documentation.
- 6.3. **License by Customer to Host Customer Data and Applications.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non-SFDC Applications and program code created by or for Customer using the SFDC Services or for use by Customer with the SFDC Services, as necessary for SFDC to provide the SFDC Services in accordance with these SFDC Service Terms and the Documentation. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these SFDC Service Terms in or to any Customer Data, Non-SFDC Application or such program code.
- 6.4. **License by Customer to Use Feedback.** Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.
- 6.5. **Federal Government End Use Provisions.** SFDC provides the SFDC Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SFDC Services include only those rights customarily provided to the public as defined in these SFDC Service Terms. This customary commercial license is provided in accordance

with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with SFDC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

7. SUBSCRIPTIONS, TERM AND TERMINATION

- 7.1. Termination.** As permitted by applicable law, Customer’s use of the SFDC Services may be immediately terminated and/or suspended at SFDC’s option, upon notice due to: (a) a breach of the terms of these SFDC Service Terms, the Documentation or Order Forms by Customer or any Customer User; or (b) a breach by Reseller of its payment obligations to SFDC with respect to the subscription it is providing to Customer in connection with these SFDC Service Terms. Following any termination or expiration of Reseller’s agreement with SFDC pursuant to which Reseller is providing the SFDC Services to Customer, each Customer subscription to the SFDC Services outstanding at the time of such termination or expiration shall remain in effect for the duration of its subscription term and shall continue to be governed by these SFDC Service Terms as if it had not been terminated (“**Legacy Orders**”), provided that Customer is not in breach of these SFDC Service Terms and SFDC has received all payments due in connection with such Legacy Orders. In no case will any termination, expiration or suspension hereunder give rise to any liability of SFDC to Customer for a refund or damages. Except as provided herein, SFDC is under no obligation to provide the SFDC Services to Customer, or to assume the relationship with Customer.

8. OUR WARRANTIES

We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Non-SFDC Applications” section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, your exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections.

9. INDEMNIFICATION

This Indemnification section shall only be enforceable as permitted by applicable law. Customer will defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging that any Customer Data infringes or misappropriates such third party’s intellectual property rights, or arising from Customer's use of the SFDC Services or Content in breach of these SFDC Service Terms, the Documentation, an Order Form, or applicable law (each a “**Claim Against SFDC**”), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (i) promptly gives Customer written notice of the Claim Against SFDC, (ii) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (iii) provides to Customer all reasonable assistance, at Customer’s expense.

10. NO LIABILITY

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFDC DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. GENERAL

- 11.1. Notice.** Any notice or other obligations that SFDC has to customers generally under the Documentation shall not apply as between SFDC and Customer. Any notices that SFDC is required to provide under the Documentation shall be provided by SFDC to the Reseller or Customer based on the circumstances and designated contact information for notices available to SFDC in the SFDC Services.
- 11.2. Waiver.** No failure or delay by SFDC in exercising any right under these SFDC Service Terms will constitute a waiver of that right.
- 11.3. Severability.** If any provision of these SFDC Service Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these SFDC Service Terms will remain in effect.
- 11.4. Further Contact.** SFDC may contact Customer regarding new SFDC service features and offerings.
- 11.5. Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these SFDC Service Terms.
- 11.6. Customer Communication with Reseller.** Customer shall communicate directly with Reseller for any contractual terms and additions.

Links included in this exhibit are active at time of execution and may be updated from time to time to reflect product and service improvements and changes generally applicable to the products and services provided. Please reference Salesforce Documentation for most up to date information.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND

Carahsoft Technology Corp

Exhibit 8- User License Comparison

SUBJECT TO CHANGE WITHOUT NOTICE. REFER TO USER GUIDE FOR LATEST INFORMATION.

User License Comparison

User Name	Salesforce												Salesforce Platform				External Identity		External Apps				Customer and Partner Communities							
Product	Lightning Sales Cloud				Lightning Service Cloud Health Cloud, Field Service				Lightning CRM ¹² Field Service +, Financial Services				Lightning Platform Starter ¹⁴		Lightning Platform Plus ^{1,14}		Identity for Customers & Partners ⁸		Lightning External Apps		Lightning External Apps Plus		Customer Community		Customer Community Plus		Partner Community			
Managed Packages (See last page)	ES	PE	EE	UE	ES	PE	EE	UE	PE	EE	UE	EE	UE	EE	UE	EE	UE	EE	UE	Login	Member	Login	Member	Login	Member	Login	Member	Login	Member	
Object Access																														
Accounts	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Activities, Tasks ¹³	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Assets	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Calendar, Events	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Campaigns ⁴	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Cases ¹⁰	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Employee Cases ⁵	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Contacts	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Content	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Documents	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Entitlements	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Ideas	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Knowledge	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Leads	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Opportunities	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Orders	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Products & Price Books	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Quotes ⁹	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Sales Contracts ⁹	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Service Contracts	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Solutions	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Work Orders	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
Employee Work Orders ⁵	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆	◆	◆	◆	■	■	■	■	■	■	■	■	■	■
User Features																														
Console ⁹	✓(1)	✓(1)	✓	✓	✓(1)	✓(1)	✓	✓	✓(1)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Engage		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$	\$		\$	\$	\$		\$	\$		
Einstein Data Discovery			\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$	\$		\$	\$	\$		\$	\$		
Knowledge	✓	\$	\$	\$	✓	\$	\$	\$	✓	\$	\$	\$	✓	\$	\$	\$	✓	\$	\$	\$	\$									
Live Agent			\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$	\$									
Marketing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Offline	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
OmniChannel					✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Processes (Process Builder) ⁹		✓(5)	✓	✓		✓(5)	✓	✓		✓(5)	✓	✓		✓	✓	✓		✓	✓	✓	✓									
Social Starter	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
SOS			\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$	\$									
Salesforce CPQ		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$		\$	\$	\$	\$									
Surveys			\$(1)	\$(1)			\$(1)	\$(1)			\$(1)	\$(1)			\$(1)	\$(1)			\$(1)	\$(1)										
Workflow, Visual Workflow, & Approvals ³			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓										
User Permissions Highlights																														
Account Teams			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Advanced Sharing			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Case Teams			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Chatter	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Create Processes	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Create Workflow & Approval Processes ¹¹	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Custom Profiles	✓(2)	✓(2)	✓	✓	✓(2)	✓(2)	✓	✓	✓(2)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Custom Permission Sets	✓(5)	✓(10)	✓	✓	✓(5)	✓(10)	✓	✓	✓(10)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Customizable Forecasting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Customize Reports	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Customize Dashboards	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Opportunity Splits ⁹			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Opportunity Teams			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Profiles and Page Layouts		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓		
Record Types ⁹	✓(3)	✓	✓	✓	✓(3)	✓	✓	✓	✓(3)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Send Email	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
Territory Management ⁹			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Write Apex Code			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓			✓	✓		
Custom Apps Limit	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL		
Custom Tabs Limit	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL		
Custom Objects Limit ²	0	50	100	200	0	50	100	200	50	200	2000	10	10	110	110	10	10	100	100	100	200	10	10	10	10	10	10			
Additional Org Limits Added per User																														
Data Storage (MB)	20	20	20	120	20	20	20	120	20	20	120	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20		
File Storage (MB)	512	512	2GB	2GB	512	5																								

- 1 Lightning Platform Plus users are provisioned Salesforce user license (with System Admin Profile). Contractual restriction prohibits Read, Create, Edit, or Delete on: Leads, Opportunities, Products, Cases, Solutions or Campaigns.
 - 2 Contractually restricted limit for EE and UE Sales and Service, Employee Apps and Community, Force 100, and External Communities.
 - 3 All Users in an EE+ Org can utilize and be a part of workflows and approvals. Refer to user guide for additional details on Community Approvals access. Workflow is distinct from Process Builder which is a UI based automation feature.
 - 4 API must first be enabled on Professional Edition.
 - 5 Employee Cases and Employee Work Orders are for internal users and are not to be used for customer Cases or customer Work Orders respectively.
 - 6 Requires "Marketing User" permission, which is currently being auto-provisioned. See User Guide for more details.
 - 7 CC+ and PC can enable community managers [could be non-CRM], which are able to add user, but not manage profiles.
 - 8 External Identity is issued in blocks and comes with data storage and APIs. As the blocks differ in size, the per-user amount varies.
 - 9 Contractually restricted limit for ES, PE Sales and Service for Console, Processes, and Record Type. Contractually restricted limit for Service for Quotes and Sales Contract Objects. Contractually restricted limit for EE and UE Service for Opportunity Splits and Territory Management. Dispatcher and Technician should not use Service Console. Field Service Lightning+ may use the Service Console.
 - 10 Customer Community members/logins may only create cases for themselves, not for another person.
 - 11 Force 100 Admins are also able to create Workflows and Approval Processes.
 - 12 Sales Cloud Lightning CRM and Service Cloud Lightning CRM have the same functionality and add on options as Lightning CRM.
 - 13 Customer Community Plus and Partner Community have full CRUD access to Tasks.
 - 14 Additional detailed information for Lightning Platform Starter / Plus click here: [Pricing and Packaging Sheet](#)
- Updated: July 17, 2018
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