

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

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

Carahsoft Technology Corp.

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **July 1, 2021**, in San Francisco, California, by and between **Carahsoft Technology Corp.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, the Agreement was procured through a Sole-Source Waiver granted on February 22, 2021 and this modification is consistent therewith.

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, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated August 19, 2016 between Contractor and City.

Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

a. “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”),

or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2.2 Term of the Agreement. *Section 3.a Term of the Agreement currently reads as follows:*

a. Term: Subject to Section 2, the term of this Agreement shall be from July 1, 2016 to June 30, 2021. Each SaaS Subscription ordered under this agreement shall be for a one-year term or less. Orders shall NOT auto-renew.

Such section is hereby amended in its entirety to read as follows:

a. Term: Subject to Section 2, the term of this Agreement shall be from July 1, 2016 to June 30, 2025. Each SaaS Subscription ordered under this agreement shall be for a one-year term or less. Orders shall NOT auto-renew.

2.3 Term of the Agreement. *Section 3.b Guaranteed Not to Exceed Maximum Price (GMP) of the Agreement currently reads as follows:*

b, GMP: The Guaranteed Not-To-Exceed Maximum Price for the 5-year term shall be (Five Million Seven Hundred Twenty-Five Thousand Dollars) \$5,725,000. SaaS Subscriptions may be renewed by a Purchase Order annually. SaaS subscriptions may include transfers from non-Carahsoft resellers.

Such section is hereby amended in its entirety to read as follows:

b. GMP: The Guaranteed Not-To-Exceed Maximum Price for the 9-year term shall be (Nine Million Seven Hundred Twenty-Five Thousand Dollars) \$9,725,000. SaaS Subscriptions may be renewed by a Purchase Order annually. SaaS subscriptions may include transfers from non-Carahsoft resellers.

2.4 Withholding. *The following is hereby added to Article 21 of the Agreement:*

c. Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.5 Consideration of Salary History. *The following is hereby added to Article 21 of the Agreement:*

d. Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.6 Assignment. *The following is hereby added to the Agreement, replacing the previous Article 39 in its entirety:*

39. Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.7 Limitations on Contributions. *The following is hereby added to the Agreement, replacing the previous Section 42 in its entirety:*

42. Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a

candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.8 Notification of Legal Requests. *The following section is hereby added to the Agreement, replacing the previous Article 54 in its entirety:*

54. Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.9 Consideration of Criminal History in Hiring and Employment Decisions. *The following is hereby added to Article 22 of the Agreement:*

f. 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.

2.10 Insurance. *The following section is hereby added to the Agreement, replacing the previous Article 23 in its entirety:*

23. Insurance

23.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) 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.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved (Professional Liability Insurance)

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the Agreement and shall also provide coverage for the following risks:

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

(ii) 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.

(f) 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, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved. (Pollution Liability Insurance)

23.2 Additional Insured Endorsements

(h) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(j) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

23.3 Waiver of Subrogation Endorsements

(k) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

23.4 Primary Insurance Endorsements

(l) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(m) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(n) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

23.5 Other Insurance Requirements

(o) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(p) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(q) 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.

(r) 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.

(s) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(t) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and Contractor as additional insureds.

2.11 Dispute Resolution Procedure. *The following is hereby added to the Agreement replacing the previous Article 46 in its entirety:*

46. Dispute Resolution Procedure

46.1 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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

46.2 Government Code Claim Requirement. 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 California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

2.12 **Exhibits .** Exhibit 4C is hereby replaced in its entirety by **Exhibit 4C-1**, attached to this Amendment and fully incorporated within the Agreement. Exhibit 8 is hereby replaced in its entirety by **Exhibit 8-1**, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2021**.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:
Linda Gerull
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Linda J. Gerull
CIO, Executive Director
Department of Technology

CONTRACTOR

Carahsoft Technology Corp.

DocuSigned by:
allison mackin
E8432E6DD1E94D7...
Allison Mackin
Sales Manager
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11493 Sunset Hills Road - Suite 100
Reston, VA 20190

July 29, 2021 | 7:13 A

Approved as to Form:

City Supplier number: 0000023400

Dennis J. Herrera
City Attorney

DocuSigned by:
William K. Sanders
C2F0C304F8F846C...
By: William K. Sanders
Deputy City Attorney

Approved:

Sailja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

DocuSigned by:
Taranek Moayed
By: Taranek Moayed August 4, 2021 | 12:36 PM PDT
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Attached Exhibits

Exhibit: 4-C1 - Price of the SaaS Application

Exhibit 4C-1**C. Price of the SaaS Application – Potential Future Purchases****Table 1a**

Table 1a may be used only by: All Accounts with Enterprise Edition and Existing Accounts (Org established prior to the Effective Date of the Pricing Addendum) with Unlimited Edition	Discount Tiers***		
Products	Tier 1	Tier 2	Tier 3
Base Products: Sales Cloud - Enterprise Edition, Sales Cloud – Unlimited Edition, Service Cloud - Enterprise Edition, Service Cloud – Unlimited Edition, Health Cloud - Enterprise Edition, Health Cloud - Unlimited Edition, Public Sector Application Forms (1,000), Public Sector Foundation - Advanced - Enterprise Edition, Public Sector Foundation - Advanced - Unlimited Edition, Public Sector Foundation - Enterprise Edition, Public Sector Foundation - Unlimited Edition, Public Sector License & Permit Management Bundle, Field Service+ - Enterprise Edition, Field Service+ - Unlimited Edition, Field Service - Field Technician - Enterprise Edition, Field Service - Field Technician - Unlimited Edition, Field Service - Contractor - Enterprise Edition, Field Service - Contractor - Unlimited Edition, Field Service - Contractor Plus - Enterprise Edition, Field Service - Contractor Plus - Unlimited Edition, Lightning Platform Plus - Enterprise Edition, Lightning Platform Plus - Unlimited Edition, Lightning Platform - Unlimited Edition (Administrator), Lightning Platform - Enterprise Edition (Administrator), Lightning Force 100 - Enterprise Edition (renewal only), Lightning Force 100 – Unlimited Edition (renewal only), on the Salesforce’s commercial instance and government instance (also known as the Salesforce Government Cloud Plus) of the Services (collectively “CRM Base Subscription Products”)*	35%**	45%**	55%**
Community Products: Customer Community - Enterprise Edition – Logins, Customer Community - Enterprise Edition – Members, Customer Community - Unlimited Edition – Logins, Customer Community - Unlimited Edition – Members, Customer Community Plus - Enterprise Edition – Logins, Customer Community Plus - Enterprise Edition – Members, Customer Community Plus - Unlimited Edition – Logins, Customer Community Plus - Unlimited Edition – Members, Customer Community for Public Sector - EE – Logins, Customer Community for Public Sector - EE – Members, Customer Community for Public Sector - UE – Logins, Customer Community for Public Sector - UE – Members, (per order quantity less than 2,001) on the Salesforce commercial instance and government instance (also known as the Salesforce Government Cloud) of the Services (collectively “Community Subscription Products”)*	35%**	45%**	55%**
Community Products: Minimum per order quantity of 2,001 Customer Community Logins on the Salesforce’s commercial instance and	80%**	80%**	80%**

government instance (also known as the Salesforce Government Cloud Plus) of the Services (collectively “Community Subscription Products”)*			
Add-ons products to the CRM Base Subscription Products and the Community Subscription Products on the Salesforce’s commercial instance and, if available the government instance (also known as the Salesforce Government Cloud) of the Services *	25%**	45%**	25%**
Premier Success Plan, Government Cloud Premier Success Plan, Government Cloud Plus	30%**	30%**	30%**

Table 1b

Table 1b may be used only by; New Accounts (Orgs established after the Effective Date of the Pricing Addendum) with Unlimited Edition	Discount Tiers***		
Products	Tier 1	Tier 2	Tier 3
Base Products: Sales Cloud - Enterprise Edition, Sales Cloud – Unlimited Edition, Service Cloud - Enterprise Edition, Service Cloud – Unlimited Edition, Health Cloud - Enterprise Edition, Health Cloud - Unlimited Edition, Public Sector Application Forms (1,000), Public Sector Foundation - Advanced - Enterprise Edition, Public Sector Foundation - Advanced - Unlimited Edition, Public Sector Foundation - Enterprise Edition, Public Sector Foundation - Unlimited Edition, Public Sector License & Permit Management Bundle, Field Service+ - Enterprise Edition, Field Service+ - Unlimited Edition, Field Service - Field Technician - Enterprise Edition, Field Service - Field Technician - Unlimited Edition, Field Service - Contractor - Enterprise Edition, Field Service - Contractor - Unlimited Edition, Field Service - Contractor Plus - Enterprise Edition, Field Service - Contractor Plus - Unlimited Edition, Lightning Platform Plus - Enterprise Edition, Lightning Platform Plus - Unlimited Edition, Lightning Platform - Unlimited Edition (Administrator), Lightning Platform - Enterprise Edition (Administrator), Lightning Force 100 - Enterprise Edition (renewal only), Lightning Force 100 – Unlimited Edition (renewal only), on the Salesforce’s commercial instance and government instance (also known as the Salesforce Government Cloud Plus) of the Services (collectively “CRM Base Subscription Products”)*	37.85%**	47.38%**	56.90%**
Community Products: Customer Community - Enterprise Edition – Logins, Customer Community - Enterprise Edition – Members, Customer Community - Unlimited Edition – Logins, Customer Community - Unlimited Edition – Members, Customer Community Plus - Enterprise Edition – Logins, Customer Community Plus - Enterprise Edition – Members, Customer Community Plus - Unlimited Edition – Logins, Customer Community Plus - Unlimited Edition – Members, Customer Community for Public Sector - EE – Logins, Customer Community for Public Sector - EE – Members, Customer Community for Public Sector - UE – Logins, Customer Community for Public Sector - UE – Members, (per order quantity less than 2,001) on the Salesforce commercial	36.66%**	46.16%**	55.74%**

instance and government instance (also known as the Salesforce Government Cloud) of the Services (collectively "Community Subscription Products")*			
Community Products: Minimum per order quantity of 2,001 Customer Community Logins on the Salesforce's commercial instance and government instance (also known as the Salesforce Government Cloud) of the Services (collectively "Community Subscription Products")*	80%**	80%**	80%**
Add-ons products to the CRM Base Subscription Products and the Community Subscription Products on the Salesforce commercial instance and, if available the government instance (also known as the Salesforce Government Cloud Plus) of the Services *	26.85%**	27.85%**	27.85%**

Table 1c

Table 1c may be used by: All Accounts	Discount Tiers****		
Products	Tier 1	Tier 2	Tier 3
Marketing Cloud (Exact Target and Social Studio) products on Salesforce's commercial instance of the Services*	20%**	45%**	50%**
Premier Success Plan, Signature Success. US Premier Success Plan - Enterprise Edition, US Premier Success Plan - Unlimited Edition	25%**	25%**	25%**

Table 1d

Table 1d may be used by: All Accounts	Discount Tiers		
MuleSoft System Integration Products	Tier 1	Tier 2	Tier 3
Anypoint Base Platform	8%**	19%**	25%**
API Manager & Analytics	8%**	19%**	25%**
Additional Production Cores	8%**	16%**	19%**
Additional Pre-Production Cores	14%**	24%**	31%**

C. Price of the SaaS Application – Table 2 - Price Catalog for Selected products

ID	Product Name	License Type	List Price (Annual)*	Discount Tier 1***	Discount Tier 2***	Discount Tier 3***
1	Lightning Sales Cloud Enterprise Edition	Named User	\$1,800	35%	45%	55%
2	Lightning Sales Cloud Unlimited Edition	Named User	\$3,600	35%	45%	55%
3	Lightning Service Cloud Enterprise Edition	Named User	\$1,800	35%	45%	55%
4	Lightning Service Cloud Unlimited Edition	Named User	\$3,600	35%	45%	55%
5	Lightning Force 100 Enterprise Edition (renewals only)	Named User	\$900	35%	45%	55%
6	Customer Community – Enterprise - Logins (<=2000/Month)	Logins per month	\$24	35%	45%	55%
7	Customer Community – Enterprise- Logins (>=2001/Month)	Logins per month	\$24	80%	80%	80%
8	Other Base & Community Products for Existing Accounts (Orgs setup before 7/1/2021)	Various	Various	35%	45%	55%
9	Add-ons products to CRM Base Subscription and Community Subscription Products	Various	Various	25%	45%	25%
10	Customer Community – Enterprise - Members	Named User	\$60	35%	45%	55%
11	Customer Community Plus – Enterprise -Logins	Logins per month	\$72	35%	45%	55%
12	Customer Community Plus – Enterprise - Members	Named User	\$180	35%	45%	55%
13	Lightning Platform – Enterprise	Named User	\$900	35%	45%	55%
14	Lightning Platform Plus – Enterprise	Named User	\$1,200	35%	45%	55%
15	Lightning Platform Starter - Enterprise	Named User	\$300	35%	45%	55%
16	Public Sector Foundation - Enterprise Edition	Named User	\$2,400	35%	45%	55%
17	Public Sector Foundation Unlimited Edition	Named User	\$4,800	35%	45%	55%
18	Premier Success Plans 30% Net Price / \$100	Component	30% of NET	30%	30%	30%
19	Unlimited Edition - Base Products for New Accounts (Only Orgs setup after 7/1/2021)	Various	Various	37.85%	47.38%	56.90%
20	Unlimited Edition - Community Products for New Accounts (Only Orgs setup after 7/1/2021)	Various	Various	36.66%	46.16%	55.74%

*The rates provided in the table above are the List Prices based on 6/30/2021 and are subject to change. For current List Prices reference the NASPO Price Catalog:
<https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>

Legend:

1. **POTENTIAL FUTURE PURCHASES:** All orders placed pursuant to this Pricing Addendum for products in Table 1a, 1b, 1c and 1d receive discounting on an order by order basis. For example, if one order meets the Tier 3 thresholds (list price, quantity and net price) described in 3. Tiered Discounts below and receives a Tier 3 discount, that same discount does not apply to subsequent orders for the same product unless the subsequent order also meets the Tier 3 thresholds. If the City requires deeper discount than what is defined in this table, it will be negotiated on an order by order basis.

EXCLUSIONS: This only includes subscription products that are generally available (“GA”) on the effective date of the Pricing Addendum and shall not include any product that (i) Salesforce prices based on a percentage of an associated subscription product, (ii) professional services, (iii) training or resourced-based subscriptions (e.g. Program Architect), (iv) products for which Salesforce owes a royalty to third parties (e.g. Data.com), (v) beta services, including beta versions of generally available Services, or (vi) conference passes).

2. **LIST PRICE (ANNUAL):** This discount is off of Salesforce’s then current list price in effect at the time the order is placed with Carahsoft. Carahsoft will provide the current list pricing for products to the City as requested. The current list pricing of requested products will be reflected on price quotes provided to the City. Carahsoft reserves the right to update the List Price indicated in this table once annually at contract anniversary.

3. **TIERED DISCOUNTS:**

*** To determine the discount tier for an order, the annual list price of the order must first be determined. An order may be comprised of products only from Table 1a, 1b, or 1d as appropriate.

- If the annual list price of the order is less than \$1,000,000, then the discounts in Tier 1 apply.
- If the annual list price of the order is greater than \$1,000,000 and the combined quantity of the Base Products per order is a minimum of 150, then the discounts in Tier 2 apply provided that net discounted price on the order to Carahsoft is greater than \$500,000.
- If the annual list price is greater than \$2,500,000 and the combined quantity of the Base Products per order is a minimum of 150, then the discounts in Tier 3 apply provided that the net discounted price on the order to Carahsoft is greater than \$1,000,000.

**** To determine the discount tier for an order, the annual list price of the order must first be determined. An order may be comprised of products from only Table 1c.

- If the annual list price of the order is less than \$500,000, then the discounts in Tier 1 apply.
- If the annual list price of the order is greater than \$500,000, then the discounts in Tier 2 apply provided that the net price on the order to Salesforce is greater than \$250,000.
- If the annual list price is greater than \$1,111,112, then the discounts in Tier 3 apply provided that the net price of the Order to Carahsoft is greater than \$500,000.

For clarity, this discount is for single net new purchases only and shall not apply to renewals or cumulative spend. A net new purchase is defined as a new Salesforce org or a brand new add on to an existing org.

DEFINITIONS:

1. Discount Pricing Term. The term for the pricing identified in Table 1a, 1b, 1c, 1d, 2 shall commence on July 1, 2021 and expire on June 30, 2025 (the "Discount Pricing Term").
2. Discount Pricing. Ordering Departments within the City and County of San Francisco may purchase Salesforce subscriptions at the discount pricing indicated in Table 1a, 1b, 1c, 1d, 2 during the Discount Pricing Term and renew existing subscriptions; provided, that each purchase placed by the City has a subscription end date on or before the expiration date of the Discount Pricing Term.
3. Existing User Subscriptions. Under no circumstances shall any existing subscriptions under an existing contract (placed with Carahsoft or any other reseller) which was executed prior to the start date of the Discount Pricing Term be subject to re-pricing as a result of the discount offering described herein.
4. Discounted Products. The City may purchase additional products at discounted rates in accordance with Table 1a, 1b, 1c, 1d. In no event shall the discount be less than defined in Table 1a, 1b, 1c, 1d.
5. Renewals.
 - a. For renewals during years 1-4 of the Discount Pricing Term, price increases for the relevant Salesforce subscription licenses shall be 0%, provided the renewal is for a 12-month term and the number of subscriptions by product ordered is equal to or greater than the number of subscriptions by product ordered in the immediately preceding term.
 - b. If the renewal occurs in year 5 of the Discount Pricing Term, price increase for the relevant Salesforce subscription licenses shall not exceed 5%, provided the number of subscriptions by product ordered is equal to or greater than the number of subscriptions by product ordered in the immediately preceding term. For renewals in the final year of the Discount Pricing Term, the Order End Date must be co terminated to the expiration of the Discount Pricing Term.

C. Reference – Table 3 - Key Product Licenses Comparison Matrix

User License	Salesforce												Salesforce Platform			
	Sales Cloud				Service Cloud				Sales & Service Cloud ¹				Lightning Platform ²		Lightning Platform Plus ³	
	Health Cloud				Health Cloud, Field Service				Field Service +, Financial Services, Health Cloud				EE		UE	
Product	ES	PE	EE	UE	ES	PE	EE	UE	PE	EE	UE	EE	UE	EE	UE	
Industry Products (See last page)	Internal				Internal				Internal				Internal		Internal	
Editions	ES	PE	EE	UE	ES	PE	EE	UE	PE	EE	UE	EE	UE	EE	UE	
Profile Type	Internal				Internal				Internal				Internal		Internal	
Object Access																
Accounts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Activities, Tasks ⁴	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Assets	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Calendar, Events	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Campaign ⁵	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cases ⁶	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Employee Case ⁷	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Contacts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Content	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Documents	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Entitlements	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Knowledge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Leads	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Opportunities	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Orders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Products & Price Books	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Quote ⁸	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sales Contract ⁹	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Service Contracts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Solutions	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Work Orders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Employee Work Order ¹⁰	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
User Features																
Console ¹¹	✓(1)	✓(1)	✓	✓	✓(1)	✓(1)	✓	✓	✓(1)	✓	✓	✓	✓	✓	✓	✓
Engage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Einstein Analytics ^{12,13}			\$(\$)	\$(\$)			\$(\$)	\$(\$)			\$(\$)	\$(\$)			\$(\$)	\$(\$)
Einstein Prediction Builder			\$(\$)	\$(\$)			\$(\$)	\$(\$)			\$(\$)	\$(\$)			\$(\$)	\$(\$)
Einstein Case Classification							\$(\$)	\$(\$)			\$(\$)	\$(\$)			\$(\$)	\$(\$)
Einstein Article Recommendation							✓	✓			✓	✓			✓	✓
Create Knowledge Articles	✓	\$	\$	\$	✓	\$	\$	✓	\$	\$	✓	\$	\$	\$	\$	\$
Lightning Scheduler			\$	\$			\$	\$			\$	\$			\$	\$
Live Agent						\$	\$	✓	\$	\$	✓					
Marketing (Manage Campaigns)		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Omni		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
OmniChannel						✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Flows & Processes (Flow & Process Builder)	✓(5)	✓(5)	✓	✓	✓(5)	✓(5)	✓	✓	✓(5)	✓	✓	✓	✓	✓	✓	✓
Approval Processes ¹⁴			✓	✓			✓	✓			✓	✓	✓	✓	✓	✓
Social Starter	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SOB							\$	\$			\$	\$			\$	\$
Salesforce CPQ		\$	\$	\$		\$	\$	\$	\$	\$	\$					
Survey Response ¹⁵			✓	✓			✓	✓			✓	✓			\$	\$
User Permissions Highlights																
Account Teams			✓	✓			✓	✓			✓	✓			✓	✓
Advanced Sharing			✓	✓			✓	✓			✓	✓			✓	✓
Case Teams			✓	✓			✓	✓			✓	✓			✓	✓
Chatter	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Create Flows & Processes	✓(5)	✓(5)	✓	✓	✓(5)	✓(5)	✓	✓	✓(5)	✓	✓	✓	✓	✓	✓	✓
Create Approval Processes ¹⁶			✓	✓			✓	✓			✓	✓			✓	✓
Custom Profiles	✓(2)	✓(2)	✓	✓	✓(2)	✓(2)	✓	✓	✓(2)	✓	✓	✓	✓	✓	✓	✓
Custom Permission Sets	✓(5)	✓(10)	✓	✓	✓(5)	✓(10)	✓	✓	✓(5)	✓	✓	✓	✓	✓	✓	✓
Einstein Search			✓	✓			✓	✓			✓	✓			✓	✓
Forecasting			✓	✓			✓	✓			✓	✓			✓	✓
Customize Reports ¹⁷	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Customize Dashboards	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Identity			✓	✓			✓	✓			✓	✓			✓	✓
Identity Connect			\$	\$			\$	\$			\$	\$			\$	\$
Manage Users and Profiles	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Opportunity Split			✓	✓			✓	✓			✓	✓			✓	✓
Opportunity Teams			✓	✓			✓	✓			✓	✓			✓	✓
Org Allows Custom Profiles and Page Layouts		✓	✓	✓			✓	✓			✓	✓			✓	✓
Org Allows Record Types		✓(3)	✓	✓			✓(3)	✓			✓(3)	✓			✓	✓
Send Email			✓	✓			✓	✓			✓	✓			✓	✓
Territory Management ¹⁸			✓	✓			✓	✓			✓	✓			✓	✓
Write Apex Code			✓	✓			✓	✓			✓	✓			✓	✓
Custom Apps Limit	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
Custom Objects Limit	0	50	100	200	0	50	100	200	60	200	2000	95	10	110	110	110
Additional Org Limits Added per User																
Data Storage (MB)	20	20	20	120	20	20	20	120	20	20	120	20	20	20	20	120
File Storage (MB)	512	512	2GB	2GB	512	512	2GB	2GB	512	2GB	2GB	2GB	2GB	2GB	2GB	2GB
API Calls/Day ¹⁹	g ¹	g ¹	1000	5000	g ¹	g ¹	1000	5000	g ¹	1000	5000	200	200	1000	5000	5000

●	Create, Read, Update, Delete	\$	Available as add-on
■	Create, Read, Update	✓	Included
◇	Create, Read	✓(#)	Limited # Included
◆	Read, Update	*	Variable Quantity
■	Read Only	\$(#)	# Included, Full Functionality Available as add-on

- 2 Contractually restricted limit for EE and UE Sales and Service, Lightning Platform, Force 100, External Communities, and B2B Commerce. [Please see External Facing doc](#) for further Custom Object information.
 - 3 All Users in an EE+ Org can utilize and be a part of approval processes. Refer to user guide for additional details on Community Approvals access. Workflow Rules are EE+ as well, but Process Builder is recommended
 - 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, Flows, Processes, and Record Type. Contractually restricted limit for Service for Quotes and Sales Contract Objects. Contractually restricted limit
 - 10 Customer Community members/logins may only create cases for themselves, not for another person.
 - 11 Force 100 Admins are also able to create Approval Processes.
 - 12 Sales Cloud and Service Cloud have the same functionality and add on options as Sales & Service Cloud.
 - 13 Customer Community Plus, Partner Community and External Apps have full CRUD access to Tasks.
 - 14 Additional detailed information for Lightning Platform Starter / Plus click [here](#) [Pricing & Packaging Sheet](#)
 - 15 Included Products: Einstein Analytics Plus, Einstein Analytics Growth, Einstein Discovery and Einstein Predictions.
 - 16 Any Users provided in connection with B2B Commerce Services are contractually limited to commerce use cases only.
 - 17 Einstein Analytics for Communities' CRUD access is subject to the underlying, prerequisite Einstein Analytics product.
 - 18 For External Communities (External Apps, Customer Community Plus, Partner Community), editing reports is only available in classic communities. In Lightning communities, reports are read-only for all external users.
 - 19 Sales/Service/CRM/Force.com (EE and above) receive 300 free Survey Responses.
 - 20 Partner Relationship Management customers will receive 40x the amount of data storage (200MB) per Partner Community Member (5MB)
 - 21 Partner Relationship Management customers will receive 12x the amount of API calls/day (2400) per Partner Community Member (200)
 - 22 Commerce Portal, Customer Community, and Customer Community Plus users can be based on a PersonAccount rather than a Contact. A user with a Partner Community license (Partner Community and LEA+ SKUs)
 - 23 Available with full Service Cloud licenses.
- Updated: December 15, 2020**

SUBJECT TO CHANGE WITHOUT NOTICE. REFER TO USER

NOTE - This is only a high level document that is included herein to provide a quick comparison of key products. The latest up to date version of this comparison matrix can be obtained from Salesforce upon request. The complete and official guide to Salesforce products functionality can be found online on the Salesforce Help website - <https://help.salesforce.com/home>