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.

This agreement (the "Agreement") is made this the 19th day of August, 2016, 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 a Volume Purchase 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 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.

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.

c. 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.

d. Co-Terming: Orders placed during the first year after the effective date of this Agreement shall be priced based on a pro-rata share of the annual fee for the pro-rated number of months in the initial subscription term. All subscriptions that are renewed shall be co-terminous as of the end of the current contract year, and shall remain co-terminous if further renewed, for the remainder of the Agreement Term. This same pro-rata pricing and co-terminous end-date hall apply for each subsequently placed Order for new service, including any subscription transferred from non-Carahsoft resellers.

e. Purchase Order Approval: All Purchase Orders and renewals shall be executed by the Ordering Department. All purchases under this Agreement are strictly limited to these terms and conditions, including the pricing and available products identified in the Exhibits. Before any Criminal Justice Department may purchase SaaS products under this Agreement, the Agreement must be modified to address confidentiality issues specific to each such Department.

Any modification to this Agreement must be in writing, executed and approved in the same manner as this Agreement.

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.

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) or personal health information (PHI), 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.

iii. In the case of PII or PHI, 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 ;

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, health 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 *pro rata* 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 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 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 shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. 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 entitled "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 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:

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 $1,000,000 each occurrence and each loss, and $2,000,000 general aggregate. 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, protected health information 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

c) 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. 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 the "Notice to the Parties" section.

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 damages arising from a breach by Contractor of its confidentiality obligations under Section 9 of this Agreement that results in an unauthorized disclosure of customer data, Contractor's aggregate liability exclusive of penalties or fines arising from a breach of its obligations under Section 9 shall not exceed the total amount of fees paid by Customer hereunder in the thirty (30) months preceding the incident.

c. For other damages exclusive of penalties or fines arising from a breach of its obligations under Section 9, 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.

d. The foregoing limitations shall not apply to (1) matters covered by insurance to the extent paid by an insurance carrier, (2) 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 (COMPENSATION) 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 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, 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 16, 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 16, 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. Data subject to the Business Associate Agreement, Exhibit 8, shall be retained and destroyed pursuant to that Exhibit.

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

13.	Indemnification	28.	Proprietary or Confidential Information
16.	Submitting False Claims; Monetary Penalties	29.	Protection of Private Information.
17.	Taxes	38.	Audit and Inspection of Records
18.	Payment Does Not Imply Acceptance of Work	44.	Non-Waiver of Rights
20.	Responsibility for Equipment	45.	Modification of Agreement
21.	Independent Contractor; Payment of Taxes and Other Expenses	46.	Administrative Remedy for Agreement Interpretation
23.	Insurance	47.	Agreement Made in California; Venue
24.	Liability of Contractor	48.	Construction
25.	Liability of City	49.	Entire Agreement
27.	Nondisclosure	54.	Notification of Legal Requests

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: Leo Levenson,
Deputy Director, Finance & Administration, CFO/CAO
Department of Technology
One South Van Ness, 2nd Floor, Office 2209
San Francisco, CA 94103
Leo.Levenson@sfgov.org

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. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (https://www.pcisecuritystandards.org/index.shtml). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

c. For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council Pin Transaction Security (PTS) program.

d. For items 10.17.1 to 10.17.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

e. Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 days prior to its expiration.

f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

56. Business Associate Addendum. Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum ("Addendum") terms and conditions, attached and incorporated as though fully set forth herein as Exhibit 8. To the extent that the terms of the Agreement are inconsistent with the terms of this Addendum, the terms of the Addendum shall control with respect to obligations arising under the Addendum.

57. 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: Order Form

2: SaaS Hosting, Data Centers and Maintenance Services

3. Support Plans

4: Calculation of Charges & Product Terms and Conditions

5: Service Level Obligations (SLA)

6: Disaster Recovery Plan (to be provided by Salesforce)

7: Salesforce Service Terms

8. Business Associate Addendum

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

CITY

Recommended by:

Miguel A. Gamino
CIO, Executive Director
Department of Technology

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

CONTRACTOR

Carahsoft Technology Corp.

Craig P. Abod
President
1860 Michael faraday drive
Reston VA 20190

City vendor number: 76059

RECEIVED
16 AUG 23 PM 4:51
PURCHASING DEPARTMENT

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Exhibits

1: Order Form (p.2)
2: SaaS Hosting, Data Centers and Maintenance Services (p. 4)
3. Support Plans (p.8)
4: Calculation of Charges & Product Terms and Conditions (p.10)
5: Service Level Obligations (SLA) (p. 55)
6 Disaster Recovery Plan (p.59)
7: Salesforce Service Terms (p.60)
8. Business Associate Addendum (p.63)

Exhibit 1: Carahsoft Order Form

A sample order form/quote is on the following page. The Carahsoft quote will indicate the customer, period of performance, quantity and license pricing for the Ordering Department.

Government - Price Quotation

Salesforce.com Government at Carahsoft

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO:	Jolie Gines Principal Administrative Analyst Department of Technology One South Van Ness Avenue, 2nd Floor San Francisco, CA 94103	FROM:	Allison Mackin Carahsoft Technology Corp. 1860 Michael Faraday Drive Suite 100 Reston, Virginia 20190
EMAIL:	jolie.gines@sfgov.org	EMAIL:	allison.mackin@carahsoft.com
PHONE:	(415) 581-3974 FAX:	PHONE:	(703) 889-9819 FAX: (703) 871-8505

TERMS:	FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Cage Code: 1P3C5 DUNS No: 088365767 Business Size: Small Sales Tax May Apply	QUOTE NO: QUOTE DATE: QUOTE EXPIRES: RFQ NO: SHIPPING: TOTAL PRICE:	8504794 09/02/2016 09/01/2016 FOB $0.00
		TOTAL QUOTE:	$0.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		$0.00
				TOTAL QUOTE:		$0.00

Should the customer wish to issue a PO, to avoid tax fees include the following language on PO:
"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."

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. Contactor 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, Contactor 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.

Exhibit III

Support Plans

General Support for all City Customers

Technical Support for all non-Premier Success Plan Subscribers, the support response time is two (2) business days for all Severity Levels. Online access to Standard success resources will be available, including online Help, Knowledge Base, "Getting Started" training. In addition, non-Premier Success Plan subscribers can also get support directly from the Salesforce Representative: (Add link to the Support web page and the Table)

Cameron Kahn

Salesforce Representative

Public Sector Solutions

650-653-4643(d)

415-361-2575(c)

Email: ckahn@salesforce.com

Contact Salesforce (Select Options on IVR based on help needed)	1-800-NOSOFTWARE
Standard Support Direct Dial*	1-415-901-7010
Premier Support Toll Free	1-866-614-7375
Premier Marketing Cloud number	1-866-767-0701
Standard Marketing Cloud number	1-866-558-9823
Premier Social Marketing Cloud number	1-888-672-3426

Additional Support for Government Cloud

Success Plan Description: Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan (http://www.salesforce.com/assets/pdf/misc/salesforce_premierplans.pdf) ("Premier + Plan"), 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.
The available products on the Salesforce Government Cloud may change at Salesforce's sole discretion and without advance notice. Customer acknowledges that Government Cloud products may not be fully compatible with non-Government Cloud Products resulting in decreased functionality. Any products on this Quote that do not include the term "Gov Cloud" in the product name are not Government Cloud products and are not hosted on the Salesforce Government Cloud.

Customers on SFDC commercial instance migrating to Government Cloud:

Customer's data is scheduled to begin migration on [SFDC will insert the agreed upon date on which the Org is scheduled to migrate] from its current infrastructure to the Salesforce Government Cloud infrastructure. Customer acknowledges and agrees that the migration from its current infrastructure to the Salesforce Government Cloud infrastructure requires a planned service downtime. During this planned service downtime, the customer's Salesforce.com org will be completely unavailable for use, the duration of the planned service downtime may range from a few hours for small orgs to up to 48 hours or more for larger orgs depending on a number of factors, include the amount of file storage and data storage the customer is using. Additionally, Customer acknowledges and agrees to the following conditions for this Quote and any add on Quotes executed prior to the completion of the migration process: 1) Customer shall receive the Government Cloud Premier+ Success plan, but may not receive all of the plan's features; 2) Customer's data shall reside on standard commercial infrastructure; and 3) the standard commercial infrastructure may include commercial customer data. Upon completion of migration, Customer data for products ordered under this Quote shall reside in the Salesforce Government Cloud infrastructure, unless otherwise specified in this Quote or any add on Quotes.

Exhibit 4: Calculation of Charges & Product Terms & Conditions

A. Price of the SaaS Application – Initial Purchase

B. Product Specific Terms and Conditions – Initial Purchase

C. Price of the SaaS Application – Potential Future Purchase

D. Product Specific Terms and Conditions – Potential Future Purchase

A. Price of the SaaS Application – Initial Purchase

ID	Part No. (Org)	Description	License Type	List Price (Annual)	QTY	Total List Price	Discount	Net Price
1	Department of the Environment	Lightning Sales Cloud Enterprise Edition	Annual Term, Named User	$1,800	8 Named Users	$14,400	38%	$9,000
2.	Office of Economic Workforce Development	Lightning Sales Cloud Unlimited Edition	Annual Term, Named User	$3,600	18 Named Users	$64,800	46%	$35,081
3.	Office of Economic Workforce Development	Customer Community Logins	Logins per month	$24	100,000 Logins Per Month	$2,400,000	99%	$20,000
4.	Mayor's Office of Housing and Community Development	Customer Community Logins	Logins per month	$24	200,000 Logins Per Month	$4,800,000	98%	$86,000
5.	Municipal Transportation Agency	Lightning Service Cloud Enterprise Edition	Annual Term, Named User	$1,800	250 Named Users	$450,000	87%	$57,528
6.	Municipal Transportation Agency	Enterprise Edition Government Cloud – Service Cloud	Annual Term, Named User	$135,000	1 Named Users	$135,000	87%	$17,053

7.	Municipal Transportation Agency	Customer Community Logins. Includes - Training Credits	Logins per month	$24	50,000 Logins Per Month	$1,200,000	87%	$151,500
8.	Municipal Transportation Agency	Enterprise Edition Government Cloud - Customer Community	Annual Term, Named User	$360,000	1 Named Users	$360,000	87%	$45,477
9.	Municipal Transportation Agency	10 Social Studio **(NON-HIPAA COMPLIANT)**	Named User	$1,800.00	10 Named Users	$18,000	78%	$3,962
10.	Municipal Transportation Agency	Social Studio 50k Additional Mentions **(NON-HIPAA COMPLIANT)**	Mentions/Month	$8,000	5 Named Users	$40,000	64%	$14,527
11.	Municipal Transportation Agency	Premier Success Plan	Annual Term, Named Org	$6,000	1 Org	$6,000	35%	$3,874
12.	Department of Technology	Lightning Sales Cloud Enterprise Edition	Annual Term, Named User	$1,800	8 Named Users	$14,400	38%	$9,000
		Total				**$9,502,600**	**95%**	**$453,000**

DEFINITIONS:

1. Discount Pricing Term. The term of Table A shall commence on July 1, 2016 and expire on June 30, 2021 (the "Discount Pricing Term").
2. Initial Provisioning of Users. This Pricing Addendum shall be effective only if the City simultaneously executes a Purchase order for the new licenses associated with Carahsoft quote 8454105.
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. 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 final year of the Discount Pricing Term, the Order End Date must be co terminated to the expiration date of the Discount Pricing Term.

B. Product Specific Terms and Conditions – Initial Purchase

ID	Org	Description	Product Specific Terms
1	Department of the Environment	Lightning Sales Cloud Enterprise Edition	Custom Objects (per user): <=100
2	Office of Economic Workforce Development	Lightning Sales Cloud Unlimited Edition	Custom Objects (per user): <=200
3	Office of Economic Workforce Development	Customer Community Logins	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under """"Quantity"""" above (the "Permitted Number of Monthly Logins").
4	Mayor's Office of Housing and Community Development	Customer Community Logins	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified

			under "Product" above times the corresponding number specified under """"Quantity""""" above (the "Permitted Number of Monthly Logins").
5	Municipal Transportation Agency	Lightning Service Cloud Enterprise Edition	Custom Objects (per user): <=100 Contract Object: no access Quote Object: no access Territory Management, Enterprise: no access Territory Management, Opportunity Splits: no access
6	Municipal Transportation Agency	Enterprise Edition Government Cloud – Service Cloud	The available products on the Salesforce Government Cloud may change at Salesforce's sole discretion and without advance notice. Customer acknowledges that Government Cloud products may not be fully compatible with non-Government Cloud Products resulting in decreased functionality. Any products on this Order Form that do not include the term "Gov Cloud" in the product name are not Government Cloud products and are not hosted on the Salesforce Government Cloud. Notwithstanding any language to the contrary, Platform Encryption and Work.com Perform subscriptions on this Order Form, if applicable, shall be deemed to have "Gov Cloud" in the Product name. Any renewal or add-on orders for such products shall not be deemed to have "Gov Cloud" in the Product name unless expressly stated in the renewal or add-on Order Form.
7	Municipal Transportation Agency	Customer Community Logins. Includes - Training Credits	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under """"Quantity""""" above (the "Permitted Number of Monthly Logins").
8	Municipal Transportation Agency	Enterprise Edition Government Cloud - Customer Community	The available products on the Salesforce Government Cloud may change at Salesforce's sole discretion and without advance notice. Customer acknowledges that Government Cloud products may not be fully compatible with non-Government Cloud Products resulting in decreased functionality. Any products on this Order Form that do not include the term "Gov Cloud" in the product name are not Government Cloud products and are not hosted on the Salesforce Government Cloud. Notwithstanding any language to the contrary, Platform Encryption and Work.com Perform subscriptions on this Order Form, if applicable, shall be

			deemed to have "Gov Cloud" in the Product name. Any renewal or add-on orders for such products shall not be deemed to have "Gov Cloud" in the Product name unless expressly stated in the renewal or add-on Order Form.
9	Municipal Transportation Agency	10 Social Studio **(NON-HIPAA COMPLIANT)**	SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.
10	Municipal Transportation Agency	Social Studio 50k Additional Members **(NON-HIPAA COMPLIANT)**	SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.
11	Municipal Transportation Agency	Premier Success Plan	**General.** If purchased, 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 at https://help.salesforce.com/apex/HTViewSolution?id=000001000: • 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.

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

Recorded Online Training. The Premier Success Plan and Premier+ Success Plan include unlimited access to self- paced, recorded online courses. Courses, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Course 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" below. Online content may be accessed only via websites designated by SFDC. **Customizable Training Templates.** The Premier Success Plan and Premier+ Success Plan include unlimited access to downloadable, customizable training course templates ("Customizable Training Templates"). Customer may modify Customizable Training Templates to address Customer's requirements for internal training on the Services. Customer shall not modify or use the Customizable Training Templates for training of anyone other than Users. SFDC may update Customizable Training Templates from time to time, and recommends that Customer regularly check for updates to the Customizable Training Templates that Customer is using. Customizable Training Templates are confidential information of SFDC and may not be copied, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of its modifications to the Customizable Training Templates, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Customizable Training Templates, and shall notify SFDC promptly of any such unauthorized access or use. SFDC retains ownership of all intellectual property rights in the Customizable Training Templates, and reserves all rights in Customizable Training Templates not expressly granted to the Customer. Subject to the above, SFDC acquires no right, title or interest from Customer hereunder in or to any modifications made by Customer to Customizable Training Templates, including any intellectual property rights in such modifications. The number and availability of Customizable Training Templates, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. The quantity and scope of Customizable Training Templates may differ for Premier and Premier+ customers. Customizable Training Templates may be downloaded only via websites designated by SFDC. **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 consists of SFDC reviewing Customer-written Apex and Visualforce code and offering suggestions to help with issues

encountered during development, as further described in the table below. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Developer Support scope is limited to the review of Apex and Visualforce code containing 200 code lines or less. Developer Support is available only in English.

Developer Support Categories/Types	Included in Premier and Premier+ Developer Support
Force.com Code (Apex) and Force.com Pages (Visualforce)	
Functional description of objects, methods and properties	√
Explanation of governor limits	√
Apex query performance and troubleshooting	√
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)	√
Visual Workflow	√
Force.com Web Services API	
Clarification of API documentation	√
API performance troubleshooting	√
Salesforce API error message troubleshooting and analysis	√
Salesforce API best practices	√
Salesforce.com-supported Developer Toolkits (AJAX Toolkit, Force.com Migration Toolkit, Force.com IDE, etc.)	
Salesforce error message troubleshooting	√
Toolkit best practices	√

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.

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. Products included in Salesforce.com Standard, Premier, and Premier+ Success Plans*: • Sales Cloud • Service Cloud • Force.com • Salesforce Chatter • Salesforce Communities • Salesforce Knowledge – Only • Salesforce Database.com • Salesforce Employee Help Desk- Only • Salesforce Employee Community – Only • Salesforce Identity – Only • Salesforce Site.com • DRO (Data Residency Option) • Data.com Prospector and Data.com Clean

			• Salesforce Marketing Cloud* • Employee Community • Knowledge • Live Agent • Site.com Contributor • Site.com Publisher • Analytics Cloud • Health Cloud • Financial Services Cloud • Field Service • Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail) *Salesforce Marketing Cloud Premier is sold separately from other Premier Success products. Also available for purchase with Salesforce Marketing Cloud is a Standard+ offering that is only available to Marketing Cloud customers. • Products excluded from Salesforce.com Premier, and Premier+ Success Plans*: • Work.com** • Console for Sales Cloud • Mobile • All Data.com Services not referenced under the inclusions list above *Any other product not noted as specifically included in the list above is excluded from Premier and Premier+ Success Plans. **Premier+ for Work.com is available when sold as part of Performance Edition only Products excluded from Salesforce.com Standard, Premier, and Premier+ Success Plans: • Heroku • Remedyforce • Pardot • IdentityConnect • Desk.com • Service Cloud Government Connect • SalesforceIQ • SteelBrick
12	Department of Technology	Lightning Sales Cloud Enterprise Edition	Custom Objects (per user): <=100

C. Price of the SaaS Application – Potential Future Purchases

ID	Product Name	License Type	List Price (Annual)[2]	Discount for Future Purchase - Tier 1 Minimal Discount	Discount for Future Purchase - Tier 2 Medium Volume[3]	Discount for Future Purchase - Tier 3 Large Volume[3]
1	Lightning Sales Cloud Enterprise Edition	Named User	$1,800	35%	45%	55%
2	Lightning Sales Cloud Unlimited Edition	Named User	$3,600	34%	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	Salesforce for Force.com Administration	Named User	$900	35%	45%	55%
6	Lightning Force 100	Named User	$900	35%	45%	55%
7	Analytics Cloud - Service Wave Analytics App	Named user	$1,260	25%	25%	25%
8	Analytics Cloud - Wave Base Capacity/ Platform	Named User	$2,520	25%	25%	25%
9	Partner Community	Named User	$420	35%	45%	55%
10	Partner Community Logins	Logins/Month	$168	35%	45%	55%
11	Force.com - Enterprise Application/Employee App	Named User	$420	35%	45%	55%
12	Force.com Custom Object Pack	Named User	$1260	35%	45%	55%
13	Health Cloud/Service Add On	Named User	$5040	35%	45%	55%
14	Sandbox	Named User	30% Net Price	N/A	N/A	N/A
15	Government Cloud Premier+ Support (Enterprise Edition Products)	Named User	30% List Price	25%	25%	25%

16	Government Cloud Premier+ Support (Unlimited Edition Products)	Named User	5% List Price	25%	25%	25%
17	Social Studio **(NON-HIPAA COMPLIANT)**	Named User	$1,800.00	20%	45%	50%
18	Premier Success Plan (for Marketing Cloud) **(NON-HIPAA COMPLIANT)**	Named User	15% List Price	20%	20%	20%
19	Social Studio 50k Additional Mentions/month **(NON-HIPAA COMPLIANT)**	Mentions per month	$8,000	20%	20%	20%
20	Customer Community Logins (<=2000/Month)	Logins per month	$24	35%	45%	55%
21	Customer Community Logins (>=2001/Month)	Logins per month	$24	80%	80%	80%
22	Customer Community Logins. Includes - Training Credits	Logins per month	$24	80%	80%	80%
23	Marketing Cloud Add Ons **(NON-HIPAA COMPLIANT)**	Named User/Logins	N/A	20%	45%	50%
24	Add-ons products to the CRM Base Subscription Products and the Community Subscription Products (not inclusive of products priced on NET). Some products do not have product specific terms. Product names can change over time.	Various	Various	25%	25%	25%

Legend:

1. **POTENTIAL FUTURE PURCHASES:** All orders placed pursuant to this Pricing Addendum for products in Table C 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 C. 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. 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 of Table C shall commence on July 1, 2016 and expire on June 30, 2021 (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 C above ("Discount Pricing") 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 C above. In no event shall the discount be less than defined in Table C.

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.

D. Product Specific Terms and Conditions – Potential Future Purchases

ID	Product Name	Product Specific Terms
1	Lightning Sales Cloud Enterprise Edition	Custom Objects (per user): <=100
2	Lightning Sales Cloud Unlimited Edition	Custom Objects (per user): <=200
3	Lightning Service Cloud Enterprise Edition	Custom Objects (per user): <=100 Contract Object: no access Quote Object: no access Territory Management, Enterprise: no access Territory Management, Opportunity Splits: 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.
4	Lightning Service Cloud Unlimited Edition	Custom Objects (per user): <=200 Contract Object: no access Quote Object: no access Territory Management, Enterprise: no access Territory Management, Opportunity Splits: 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.
5	Salesforce for Force.com Administration	No product specific terms and conditions.
6	Lightning Force 100	Each Lightning Force 100 User is entitled to access no more than 100 custom objects. 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.
7	Analytics Cloud - Service Wave Analytics App	Analytics Cloud - Service Wave Analytics App subscriptions require at least one Analytics Cloud – Wave Base Capacity subscription. These Services are available in English only. Except in connection with Analytics Cloud - Service Wave Analytics App subscriptions included as part of the Analytics Cloud - Wave Analytics Platform subscription, Customer may not upload or access external data sets other than the one external dataset provided as part of Analytics Cloud - Service Wave Analytics App Services. 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 Analytics Cloud - Service Wave Analytics App subscriptions at any time through the Services. Should any monitoring reveal any use of Analytics Cloud - Service Wave Analytics App subscriptions in violation of the above restriction, Customer agrees it will pay, within five (5) business days of notice of the results, the difference between the contract price for Analytics Cloud - Service Wave Analytics App and the list price for Analytics Cloud - Wave Analytics Platform, for all such subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such subscriptions showing unauthorized use will be converted into Analytics Cloud - Wave Analytics Platform subscriptions for the remainder of the then current subscription term.
8	Analytics Cloud - Wave Base Capacity/ Platform	Analytics Cloud - Wave Base Capacity is limited to 100 million data rows when used with Analytics Cloud - Wave Analytics Platform (including when used in conjunction with Analytics Cloud - Sales Wave Analytics App), 25 million data rows when used with Analytics Cloud - Sales Wave Analytics App only or 25 million data rows when used with Analytics Cloud - Service Wave Analytics App only, without regard to the corresponding number of Analytics Cloud - Wave Analytics Platform, Analytics Cloud - Sales Wave Analytics App subscriptions or Analytics Cloud - Service Wave Analytics App subscriptions. Customer understands that the foregoing limitations are contractual in nature (i.e. the data rows are not limited as a technical matter in the Services), and therefore agrees to strictly monitor its total number of data rows. SFDC may monitor Customer's usage of the Analytics Cloud - Wave Base Capacity subscriptions at any time through the Services. Should any monitoring reveal any use of Analytics Cloud - Wave Base Capacity subscriptions in violation of the above restrictions, Customer agrees it will pay, within five (5) business days of notice of the results, for an additional Analytics Cloud - Additional Data Rows (100 Million) subscription covering the remainder of the subscription term.
9	Partner Community	No product specific terms and conditions.
10	Partner Community Logins	Subscriptions to Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Partner 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"). 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").

		Notwithstanding anything to the contrary in the applicable Documentation, each such Partner Community subscription allows for a maximum of 10 API Requests per 24-hour period for an Org. 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 month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.
11	Force.com - Enterprise Application/Employee App	Subject to the restrictions below, each Force.com - Enterprise Applications subscription entitles 1 User access to Force.com – Enterprise Applications with up to 10 custom objects and 10 custom tabs. Customer shall assign such User a User profile or permission set that permits access to no more than 10 custom objects and 10 custom tabs, per Enterprise Applications subscription. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects and tabs 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 limit on the number of custom objects and tabs. SFDC may review Customer's use of Force.com – Enterprise Applications subscriptions at any time through the Service.
12	Force.com Custom Object Pack	No product specific terms and conditions.
13	Health Cloud/Service Add On	No product specific terms and conditions.
14	Sandbox	Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.
15	Government Cloud Premier+ Support (Enterprise Edition Products)	**General.** If purchased, 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 at https://help.salesforce.com/apex/HTViewSolution?id=000001000: • 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 m functionality. No reasonable workaround is available. Also incl time-sensitive requests such as requests for feature activation data export.
Level 3 – High	System performance issue or bug affecting some but not all U Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information reque on application capabilities, navigation, installation or configura bug affecting a small number of users. Reasonable workaroun available. Resolution required as soon as reasonably practicab

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

	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 Ti
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

Recorded Online Training. The Premier Success Plan and Premier+ Success Plan include unlimited access to self- paced, recorded online courses. Courses, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Course 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" below. Online content may be accessed only via websites designated by SFDC.

Customizable Training Templates. The Premier Success Plan and Premier+ Success Plan include unlimited access to downloadable, customizable training course templates ("Customizable Training Templates"). Customer may modify Customizable Training Templates to address Customer's requirements for internal training on the Services. Customer shall not modify or use the Customizable Training Templates for training of anyone other than Users.
SFDC may update Customizable Training Templates from time to time, and recommends that Customer regularly check for updates to the Customizable Training Templates that Customer is using.

Customizable Training Templates are confidential information of SFDC and may not be copied, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of its modifications to the Customizable Training Templates, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Customizable Training Templates, and shall notify SFDC promptly of any such unauthorized access or use. SFDC retains ownership of all intellectual property rights in the Customizable Training Templates, and reserves all rights in Customizable Training Templates not expressly granted to the Customer. Subject to the above, SFDC acquires no right, title or interest from Customer hereunder in or to any modifications made by Customer to Customizable Training Templates, including any intellectual property rights in such modifications.

The number and availability of Customizable Training Templates, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. The quantity and scope of Customizable Training Templates may differ for Premier and Premier+ customers. Customizable Training Templates may be downloaded only via websites designated by SFDC.
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 consists of SFDC reviewing Customer-written Apex and Visualforce code and offering suggestions to help with issues encountered during development, as further described in the table below. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Developer Support scope is limited to the review of Apex and Visualforce code containing 200 code lines or less. Developer Support is available only in English.

Developer Support Categories/Types	Included in Premier and Premier+ Developer Suppo
Force.com Code (Apex) and Force.com Pages (Visualforce)	
Functional description of objects, methods and properties	√
Explanation of governor limits	√
Apex query performance and troubleshooting	√
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)	√
Visual Workflow	√
Force.com Web Services API	
Clarification of API documentation	√
API performance troubleshooting	√
Salesforce API error message troubleshooting and analysis	√
Salesforce API best practices	√
Salesforce.com-supported Developer Toolkits (AJAX Toolkit, Force.com Migr Toolkit, Force.com IDE, etc.)	
Salesforce error message troubleshooting	√
Toolkit best practices	√

		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. **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. Products included in Salesforce.com Standard, Premier, and Premier+ Success Plans*: • Sales Cloud • Service Cloud • Force.com • Salesforce Chatter • Salesforce Communities • Salesforce Knowledge – Only • Salesforce Database.com • Salesforce Employee Help Desk- Only • Salesforce Employee Community – Only • Salesforce Identity – Only • Salesforce Site.com • DRO (Data Residency Option) • Data.com Prospector and Data.com Clean • Salesforce Marketing Cloud* • Employee Community • Knowledge • Live Agent • Site.com Contributor • Site.com Publisher • Analytics Cloud • Health Cloud • Financial Services Cloud • Field Service • Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail) *Salesforce Marketing Cloud Premier is sold separately from other Premier Success products. Also available for purchase with Salesforce Marketing Cloud is a Standard+ offering that is only available to Marketing Cloud customers. • Products excluded from Salesforce.com Premier, and Premier+ Success Plans*: • Work.com** • Console for Sales Cloud • Mobile • All Data.com Services not referenced under the inclusions list above *Any other product not noted as specifically included in the list above is excluded from Premier and Premier+ Success Plans. **Premier+ for Work.com is available when sold as part of Performance Edition only Products excluded from Salesforce.com Standard, Premier, and Premier+ Success Plans: • Heroku • Remedyforce

		• Pardot • IdentityConnect • Desk.com • Service Cloud Government Connect • SalesforceIQ • SteelBrick
16	Government Cloud Premier+ Support (Unlimited Edition Products)	**General.** If purchased, 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 at https://help.salesforce.com/apex/HTViewSolution?id=000001000:

- 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 m

	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.

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 data integrity issues with no workaro available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded Issue is persistent and affects many U and/or major functionality. No reasor workaround is available. Also includes time-sensitive requests such as reque for feature activation or a data expor
Level 3 – High	System performance issue or bug affe some but not all Users. Short-term workaround is available, but not scala
Level 4 – Medium	Inquiry regarding a routine technical i information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workarc available. Resolution required as soor reasonably practicable.

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

Target Initial Response Time by Case Severity

Severity Level	Target Initial Response Ti
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

Recorded Online Training. The Premier Success Plan and Premier+ Success Plan include unlimited access to self- paced, recorded online courses. Courses, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Course 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" below. Online content may be accessed only via websites designated by SFDC.

Customizable Training Templates. The Premier Success Plan and Premier+ Success Plan include unlimited access to downloadable, customizable training course templates ("Customizable Training Templates"). Customer may modify Customizable Training Templates to address Customer's requirements for internal training on the Services. Customer shall not modify or use the Customizable Training Templates for training of anyone other than Users.
SFDC may update Customizable Training Templates from time to time, and recommends that Customer regularly check for updates to the Customizable Training Templates that Customer is using.

Customizable Training Templates are confidential information of SFDC and may not be copied, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan. Customer shall have sole responsibility for the accuracy,

quality, integrity, legality, reliability, and appropriateness of all of its modifications to the Customizable Training Templates, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Customizable Training Templates, and shall notify SFDC promptly of any such unauthorized access or use. SFDC retains ownership of all intellectual property rights in the Customizable Training Templates, and reserves all rights in Customizable Training Templates not expressly granted to the Customer. Subject to the above, SFDC acquires no right, title or interest from Customer hereunder in or to any modifications made by Customer to Customizable Training Templates, including any intellectual property rights in such modifications.

The number and availability of Customizable Training Templates, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. The quantity and scope of Customizable Training Templates may differ for Premier and Premier+ customers. Customizable Training Templates may be downloaded only via websites designated by SFDC.

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 consists of SFDC reviewing Customer-written Apex and Visualforce code and offering suggestions to help with issues encountered during development, as further described in the table below. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Developer Support scope is limited to the review of Apex and Visualforce code containing 200 code lines or less. Developer Support is available only in English.

Developer Support Categories/Types	Included in Premier and Premier+ Developer Suppc
Force.com Code (Apex) and Force.com Pages (Visualforce)	
Functional description of objects, methods and properties	√
Explanation of governor limits	√

Apex query performance and troubleshooting	√	
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)	√	
Visual Workflow	√	
Force.com Web Services API		
Clarification of API documentation	√	
API performance troubleshooting	√	
Salesforce API error message troubleshooting and analysis	√	
Salesforce API best practices	√	
Salesforce.com-supported Developer Toolkits (AJAX Toolkit, Force.com Migration Toolkit, Force.com IDE, etc.)		
Salesforce error message troubleshooting	√	
Toolkit best practices	√	

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.

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. Products included in Salesforce.com Standard, Premier, and Premier+ Success Plans*: • Sales Cloud • Service Cloud • Force.com • Salesforce Chatter • Salesforce Communities • Salesforce Knowledge – Only • Salesforce Database.com • Salesforce Employee Help Desk- Only • Salesforce Employee Community – Only • Salesforce Identity – Only • Salesforce Site.com • DRO (Data Residency Option) • Data.com Prospector and Data.com Clean • Salesforce Marketing Cloud* • Employee Community • Knowledge • Live Agent • Site.com Contributor • Site.com Publisher • Analytics Cloud • Health Cloud • Financial Services Cloud • Field Service

		• Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail) *Salesforce Marketing Cloud Premier is sold separately from other Premier Success products. Also available for purchase with Salesforce Marketing Cloud is a Standard+ offering that is only available to Marketing Cloud customers. • Products excluded from Salesforce.com Premier, and Premier+ Success Plans*: • Work.com** • Console for Sales Cloud • Mobile • All Data.com Services not referenced under the inclusions list above *Any other product not noted as specifically included in the list above is excluded from Premier and Premier+ Success Plans. **Premier+ for Work.com is available when sold as part of Performance Edition only Products excluded from Salesforce.com Standard, Premier, and Premier+ Success Plans: • Heroku • Remedyforce • Pardot • IdentityConnect • Desk.com • Service Cloud Government Connect • SalesforceIQ • SteelBrick
17	Social Studio **(NON-HIPAA COMPLIANT)**	USAGE LIMITS: Social Studio (Publish, Listen and Engage) Pro operates from the same platform as Radian6 Services and is limited to one (1) "Tenant," which is a unique global instance of the Social Studio Services, i.e., a separate set of data held in a logically separated database accessible by password. Social Studio Pro package includes: (a) 100 Topic Profiles with an aggregate of 250,000 Mentions per month; (b) 50,000 Insights Credits per month; (c) 30 days of Historical Data for each of the 100 Topic Profiles; (d) access for up to 1,000 Users; (e) Web Analytics; (f) 10 Social Accounts; and (g) API access. If required by Customer during the subscription term, additional Users and Topic Profiles may be obtained at no additional charge upon receipt of an executed Order Form. Products from other packages may not be combined with products from this package. Customers who are agencies may use Social Studio Pro for the benefit of their agency clients subject to the restrictions in the agency supplemental terms as set forth at: http://www.salesforcemarketingcloud.com/agency-terms-of-service/. SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials or a unique page that is associated with such an account, (such as a Facebook page), that is created with a Third Party Platform, (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Any information collected through a Social Account(s), whether publicly available or not, may, from time to time, be subject to deletion without

		notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information. INTEGRATIONS: Customer may export data from Social Studio Services to other Services purchased by Customer from salesforce.com, ("Other SFDC Services"). Notwithstanding anything to the contrary in the Customer's subscription agreement(s) for Social Studio Services or Other SFDC Services: (i) the foregoing deletion requirements apply to any information exported to the Other SFDC Services; and (ii) Twitter prohibits any distribution or making available of information received from Twitter so Customer shall not display, distribute or make available information received from Twitter through Social Studio Services to any third party Third Party Platforms may impose additional terms, as set forth in the Marketing Cloud Trust and Compliance Documentation available here: https://help.salesforce.com/apex/HTViewSolution?urlname=Trust-and-Compliance-Documentation as applicable. API: The API may only be used to integrate Other SFDC Services or systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available, ("Customer Systems"). SFDC shall not be obligated to modify the API to accommodate Customer Systems. Use may be monitored by SFDC and Customer shall not block or interfere with such monitoring. Customer shall comply with the API call limits set forth in the user guide, as updated from time to time by salesforce.com. Uptime commitments or service level agreements do not apply to the API. To the extent any data exported via the API is derived from Twitter.com, Customer consents to: (a) salesforce.com collecting, storing, and reporting to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; and (b) immediate suspension of access upon notice in the event Twitter notifies salesforce.com that Customer has infringed Twitter's intellectual property rights or failed to comply with Twitter's privacy policy at http://twitter.com/privacy, and access shall not be re-instated until salesforce.com receives notice from Twitter that such violation has been remedied by Customer to Twitter's satisfaction. INSIGHTS CREDITS: Insights Credits are applied to Insights Services which are deemed to be Non-SFDC Applications, sometimes referred to as Third Party Services. SFDC shall provision specified Insights Services upon receipt of an email to credits@salesforce.com with the following required information: Customer name, Tenant ID (as assigned by salesforce.com), Topic Profile(s) name(s), email contact information, Insights provider, and start and end dates. Upon receiving the required information, salesforce.com shall provision the specified Insights products. Insights Credits expire at the end of the month and do not roll over to subsequent months. Should the Topic Profile increase in size, Customer shall purchase additional Insights Credits to account for such increase. Further information can be found at http://www.salesforce.com/company/legal/insights-faq.jsp. HISTORICAL DATA: Content that is more than 30 days old is "Historical Data". Customer may request additional Historical Data for a period greater than 30 days by sending an email to marketingcloudsupport@salesforce.com, with the following required information: Customer name, Tenant ID (as assigned by salesforce.com), Topic Profile(s) name(s), and email contact information.

		Upon receiving the required information, salesforce.com shall provision available Historical Data for specified Topic Profile(s). WEB ANALYTICS: Web Analytics entitles Customer to Google Analytics, Webtrends, or Omniture integrations. To provision Web Analytics, Customer shall send an email to marketingcloudsupport@salesforce.com with a request for the applicable request form for the specified product. The Customer shall complete the form and return it by email to marketingcloudsupport@salesforce.com. Upon receipt of such required information, salesforce.com shall provision the specified products.
18	Premier Success Plan (for Marketing Cloud) **(NON-HIPAA COMPLIANT)**	**General.** If purchased, 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 at https://help.salesforce.com/apex/HTViewSolution?id=000001000:

- 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.

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 data integrity issues with no workaro available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded Issue is persistent and affects many U and/or major functionality. No reasor workaround is available. Also includes time-sensitive requests such as reque for feature activation or a data expor
Level 3 – High	System performance issue or bug affe some but not all Users. Short-term workaround is available, but not scala
Level 4 – Medium	Inquiry regarding a routine technical i information requested on application capabilities, navigation, installation o configuration; bug affecting a small number of users. Reasonable workarc available. Resolution required as soor reasonably practicable.

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

Target Initial Response Time by Case Severity

Severity Level	Target Initial Response Ti
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

Recorded Online Training. The Premier Success Plan and Premier+ Success Plan include unlimited access to self- paced, recorded online courses. Courses, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. Course 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" below. Online content may be accessed only via websites designated by SFDC.

Customizable Training Templates. The Premier Success Plan and Premier+ Success Plan include unlimited access to downloadable, customizable training course templates ("Customizable Training Templates"). Customer may modify Customizable Training Templates to address Customer's requirements for internal training on the Services. Customer shall not modify or use the Customizable Training Templates for training of anyone other than Users.
SFDC may update Customizable Training Templates from time to time, and recommends that Customer regularly check for updates to the Customizable Training Templates that Customer is using.

Customizable Training Templates are confidential information of SFDC and may not be copied, or disclosed or distributed to anyone other than Customers' Users entitled to receive Premier Success Plan or Premier+ Success Plan. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of its modifications to the Customizable Training Templates, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Customizable Training Templates, and shall notify SFDC promptly of any such unauthorized access or use. SFDC retains ownership of all intellectual property rights in the Customizable Training Templates, and reserves all rights in Customizable Training Templates not expressly granted to the Customer. Subject to the above, SFDC acquires no right, title or interest from Customer hereunder in or to any modifications made by Customer to Customizable Training Templates, including any intellectual property rights in such modifications.

The number and availability of Customizable Training Templates, content and language availability are limited, and are subject to change without notice in SFDC's sole discretion. The quantity and scope of Customizable Training Templates may differ for Premier and Premier+ customers. Customizable Training Templates may be downloaded only via websites designated by SFDC.

Success Programs. Premier Success Plan and Premier+ Success Plan customers may participate in Success Programs. Success Programs include Premier Weblnars, 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 consists of SFDC reviewing Customer-written Apex and Visualforce code and offering suggestions to help with issues encountered during development, as further described in the table below. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Developer Support scope is limited to the review of Apex and Visualforce code containing 200 code lines or less. Developer Support is available only in English.

Developer Support Categories/Types	Included in Premier and Premier+ Developer Suppc

Force.com Code (Apex) and Force.com Pages (Visualforce)			
Functional description of objects, methods and properties	√		
Explanation of governor limits	√		
Apex query performance and troubleshooting	√		
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)	√		
Visual Workflow	√		
Force.com Web Services API			
Clarification of API documentation	√		
API performance troubleshooting	√		
Salesforce API error message troubleshooting and analysis	√		
Salesforce API best practices	√		
Salesforce.com-supported Developer Toolkits (AJAX Toolkit, Force.com Migration Toolkit, Force.com IDE, etc.)			
Salesforce error message troubleshooting	√		
Toolkit best practices	√		

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.

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. Products included in Salesforce.com Standard, Premier, and Premier+ Success Plans*: • Sales Cloud • Service Cloud • Force.com • Salesforce Chatter • Salesforce Communities • Salesforce Knowledge – Only • Salesforce Database.com • Salesforce Employee Help Desk- Only • Salesforce Employee Community – Only • Salesforce Identity – Only • Salesforce Site.com • DRO (Data Residency Option) • Data.com Prospector and Data.com Clean • Salesforce Marketing Cloud* • Employee Community • Knowledge • Live Agent • Site.com Contributor • Site.com Publisher • Analytics Cloud

		• Health Cloud • Financial Services Cloud • Field Service • Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail) *Salesforce Marketing Cloud Premier is sold separately from other Premier Success products. Also available for purchase with Salesforce Marketing Cloud is a Standard+ offering that is only available to Marketing Cloud customers. • Products excluded from Salesforce.com Premier, and Premier+ Success Plans*: • Work.com** • Console for Sales Cloud • Mobile • All Data.com Services not referenced under the inclusions list above *Any other product not noted as specifically included in the list above is excluded from Premier and Premier+ Success Plans. **Premier+ for Work.com is available when sold as part of Performance Edition only Products excluded from Salesforce.com Standard, Premier, and Premier+ Success Plans: • Heroku • Remedyforce • Pardot • IdentityConnect • Desk.com • Service Cloud Government Connect • SalesforceIQ • SteelBrick
19	Social Studio 50k Additional Mentions/month **(NON-HIPAA COMPLIANT)**	SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.
20	Customer Community Logins (<=2000/Month)	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under """"Quantity"""" above (the "Permitted Number of Monthly Logins").
21	Customer Community Logins (>=2001/Month)	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under """"Quantity"""" above (the "Permitted Number of Monthly Logins").
22	Customer Community Logins. Includes - Training Credits	Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the 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 User Guide (""Permitted Users""). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects 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 limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified

		under "Product" above times the corresponding number specified under """"Quantity""""" above (the "Permitted Number of Monthly Logins").
23	Marketing Cloud Add Ons **(NON-HIPAA COMPLIANT)**	No product specific terms and conditions.
24	Add-ons products to the CRM Base Subscription Products and the Community Subscription Products (not inclusive of products priced on NET). Some products do not have product specific terms. Product names can change over time.	No product specific terms and conditions.

Exhibit 5: Service Level Obligations (SLA)

Service Level Addendum (SLA) – City and County of San Francisco

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 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:

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

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 and 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.

5B – SLA for non-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 and Carahsoft Technology Corp (the "Agreement").

5. **Availability.** SFDC shall make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right) * 100\right] \geq 99\%$$

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.

6. **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 and 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 breach of this SLA.

7. **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.

8. 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.

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.

Exhibit 7:

Salesforce Service Terms

"**AppExchange**" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"**Reseller**" means Carahsoft.

"**Service**" means the online, Web-based application provided by SFDC via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"**SFDC**" means salesforce.com, Inc.

"**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"**User Guide**" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

"**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your Reseller at Your request).

"**You**" and "**Your**" means the entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"**Your Data**" means all electronic data or information submitted by You to the Service.

1. **Use of Service**.

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

(c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious

material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. **Service Provision.** SFDC will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) 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), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3. **Third-Party Products and Services.** Any acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. SFDC does not warrant or Support third-party products or services, whether or not they are designated by SFDC as "certified" or otherwise.

4. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Service. Salesforce.com shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, SFDC may cease providing such Service features without entitling You to any refund, credit, or other compensation.

5. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual property rights. Service is deemed Salesforce.com confidential information and shall be treated in accordance with Paragraph 27, above.

6. **Your Data.** As between Salesforce.com and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information.

7. **Compelled Disclosure**. If either You or Salesforce.com is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

8. **Suggestions**. You agree that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service.

Exhibit 8

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum (this "Addendum") is made a part of, and incorporated into, the Agreement. The purpose of this Addendum is to implement certain of the requirements of the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder as supplemented and amended by the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act provisions of the American Recovery and Reinvestment Act of 2009 and the rules and regulations promulgated thereunder (collectively, "HIPAA"). The parties acknowledge that those regulations include both the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & E) (the "Privacy Rule") and the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 CFR Parts 160 and 164 (Subparts A & C) (the "Security Rule").

In the course of providing the Services branded as Force.com, Sales Cloud, Service Cloud, Communities, and Chatter, (the "Salesforce Services") to Customer pursuant to the Agreement, Contractor may, on behalf of Customer, receive, maintain or transmit information entered into the Covered Services as Customer Data that constitutes Protected Health Information, as defined in 45 CFR §160.103 ("PHI"), and as a result may, for certain purposes and under certain circumstances, be deemed a Business Associate, as such term is defined in 45 CFR §160.103, under HIPAA. For clarity, neither Contractor nor its Subcontractors "create" Protected Health Information in the provision of the Salesforce Services. This Addendum governs Customer's and Contractor's respective responsibilities with respect to such PHI as and when Contractor acts as a Business Associate to Customer, including Contractor's Use and Disclosure of PHI, as such terms are defined in 45 CFR §160.103. A capitalized term not defined herein shall have the meaning ascribed to that term in the Agreement, or, if any such term has no meaning ascribed in the Agreement, then such term shall have the meaning ascribed to it under HIPAA. **The following services are not HIPAA compliant and are not covered by this Addendum. Customer agrees not to submit any PHI to these services: Premier Success Plan (for Marketing Cloud); Social Studio 50k Additional Mentions/month; Social Studio; and Marketing Cloud Add Ons.**

Accordingly, the parties agree as follows:

1. Use and Disclosure of PHI by Customer. Customer shall Use and Disclose PHI only as permitted by HIPAA. Customer shall not authorize, request or require Contractor to Use or Disclose PHI in any manner that would violate HIPAA if the Use or Disclosure were carried out by Customer except as permitted under HIPAA and set forth in this Addendum.

2. Use and Disclosure of PHI by Contractor. Contractor shall Use or Disclose PHI only in the manner and for the purposes set forth in this Addendum and not in any other manner or for any other purposes. Customer hereby authorizes Contractor to do the following:

(i) Use and Disclose PHI as necessary to provide the Salesforce Services, to prevent or address service or technical problems and, at Customer's request, to perform customer support services to Customer; and

(ii) Use and Disclose PHI as Required by Law.

3. Protection of PHI. In connection with its receipt, maintenance or transmission of PHI on behalf of Customer, Contractor agrees to do the following:

in accordance with 45 CFR § 164.502(e)(1), ensure that any Subcontractors, including SFDC, that receive, maintain or transmit PHI on behalf of Contractor agree to restrictions and conditions no less restrictive than those that apply to Contractor in this Addendum with respect to such PHI;

use appropriate administrative, technical and physical safeguards, and comply, where applicable, with the Security Rule with respect to any PHI that constitutes Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this Addendum; and

to the extent Contractor is to carry out the Customer's obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the Customer in the performance of those obligations; notwithstanding the foregoing, the parties acknowledge that, under the Agreement and this Addendum, unless otherwise agreed upon by the parties in writing, Contractor has no obligations to carry out any of Customer's obligations under the Privacy Rule.

4. Breach Notification.

Contractor shall report to Customer any Use or Disclosure of PHI not provided for in this Addendum of which Contractor becomes aware, including any Breach of Unsecured Protected Health Information in accordance with 45 CFR § 164.410. In addition, Contractor shall provide to the Customer all information required by 45 CFR § 164.410(c) to the extent known and provide any additional available information reasonably requested by Customer for purposes of investigating the Breach. For purposes of this Addendum, "Breach" means the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exclusions set forth, in 45 CFR § 164.402 .

Contractor shall be required to report to Customer, without unreasonable delay, only successful Security Incidents pertaining to PHI of which Contractor becomes aware. The parties agree that information regarding unsuccessful Security Incident attempts shall be available to Customer via the Salesforce Services' Login History Function.

5. Access by HHS. Contractor shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining the Customer's compliance with HIPAA.

6. Individual Access Requests. Contractor shall forward to Customer any requests Contractor receives from an Individual for access to the Individual's PHI that is entered in the Salesforce Services by Customer to which Customer shall respond in accordance with the requirements of 45 CFR § 164.524. By virtue of providing the Salesforce Services, Contractor shall make available to Customer all PHI that is entered in the Salesforce Services by Customer, including PHI about an Individual, to facilitate Customer's compliance with the requirements of 45 CFR § 164.524.

7. Individual Amendment Requests. Customer shall be exclusively responsible for responding to all requests by Individuals for amendment to their PHI in accordance with HIPAA. By virtue of providing the Salesforce Services, Contractor shall make available to Customer all PHI that is entered in the Salesforce Services by Customer, including any PHI required to be made available for amendment in accordance with 45 CFR § 164.526, in a manner that allows the Customer to reasonably incorporate any amendments to the PHI in accordance with 45 CFR § 164.526.

8. Individual Accounting Requests. Contractor shall in accordance with and as required by 45 CFR § 164.504(e)(2) document Disclosures of PHI made by Contractor and maintain information related to such Disclosures. Contractor shall make related information reasonably available to Customer to assist Customer comply with its legal obligations under 45 CFR § 164.528 and for Customer to respond to requests by Individuals for an accounting of Disclosures of their respective PHI.

9. Termination. Within 30 days post contract termination, Customer may request return of Customer Data submitted to the Salesforce Services. Contractor shall provide such Customer Data via a downloadable file in comma separated value (.csv) format and attachments in their native format. After contract termination, Customer Data submitted to the Salesforce Services is retained in inactive status within the Salesforce Services for 180 days and a transition period of up to 30 days, after which it is securely overwritten or deleted. In accordance with the

foregoing, Customer Data submitted to the Salesforce Services (including Customer Data retained in inactive status) will be stored on backup media for an additional 90 days after it is securely overwritten or deleted from the Salesforce Services. This process is subject to applicable legal requirements. If return or destruction of Customer Data that constitutes PHI is not feasible, Contractor shall extend the protections of this Addendum to that Customer Data and limit further Uses and Disclosures of that Customer Data to those purposes that make the return or destruction of the Customer Data infeasible.

10. Non-Compliance. In the event either party becomes aware that the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of this Addendum, the non-breaching party may request in writing that the breaching party cure the breach or violation. If the breach or violation is not cured within 30 days of the written notice, the non-breaching party may terminate this Addendum and the Agreement.

11. Amendment. The parties shall take such action as is necessary to amend the Agreement and this Addendum from time to time as is necessary for the parties to comply with changes to the rules and regulations under HIPAA. If the parties cannot agree as to a necessary amendment, either party may terminate the Agreement and this Addendum with 30 days prior written notice to the other party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]