

**FIRST AMENDMENT TO THE SALESFORCE SOFTWARE AND SERVICES
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CARAHSOFT
TECHNOLOGY CORP.**

This First Amendment to the Salesforce Software and Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and Carahsoft Technology Corp. (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

RECITALS

1. City approved Sole Source #3922 on September 27, 2017 resulting in a contract between the City and Contractor (Agreement) to provide certain Salesforce license and subscription services. The Agreement was effective on November 3, 2017 for a period of five (5) years with two one-year options to renew. The Agreement is comprised of the Agreement including its exhibits.

2. The Agreement may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Agreement to add additional funding in the amount of \$300,000 as required for the continuation of services through the end of the initial five-year contract term, November 2, 2022.

TERMS

For each section of the Agreement amendment, do the following:

1. Section 3.1 Amount of Compensation of the Agreement is **REVISED** in its entirety to read as follows:

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$2,800,000.00.

2. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

3. In the event of a conflict between the provisions of the Agreement and those of this First Amendment, the provisions of this First Amendment shall control.

4. This Amendment may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

5. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Carahsoft Technology Corp.

By: Colby A. Bender

Name: Colby Bender

Title: Contracts Manager

Date: 11/11/2021

City of San Diego

By: C. Barce

Name: Claudia C. Barce

Title: Director, Purchasing & Contracting

Date: November 18, 2021

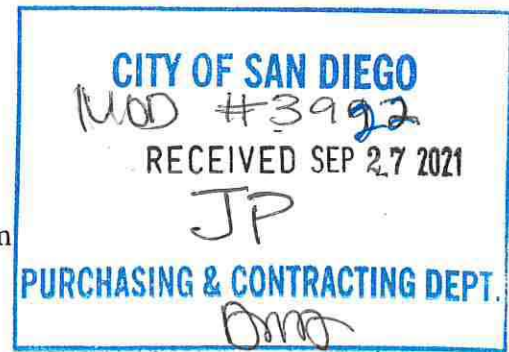
Approved as to form this 19th day of November, 2021

MARA W. ELLIOTT, City Attorney

By: Markecia Simmons
Deputy City Attorney

Markecia Simmons
Print Name

Purchasing and Contracting Department
Sole Source Request and Certification Form



To: Director of Purchasing and Contracting

Cc: Chief Operating Officer

From: Kirby Brady, Chief Innovation Officer

Date: September 24, 2021

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

Salesforce is a City-standard, cloud-based solution primarily utilized for the City's 3-1-1 program, Get It Done, to manage and address resident reports and requests for service, and for other City systems that utilize the Salesforce platform. Carahsoft Technology Corp (Carahsoft) is the only public-sector reseller for Salesforce licenses.

On January 3, 2017, the City issued Request for Proposal (RFP) 10084382-18-A for Customer Relationship Management (CRM) 311 Software-as-a Services (SaaS) & Implementation / integration which resulted in a contract award to Deloitte Consulting LLP (Deloitte). As part of their successful proposal, Deloitte put forth competitive pricing for Salesforce software licenses for development and integration of the platform with Deloitte's customized solution. Since Carahsoft is the sole public-sector reseller of Salesforce licenses, on 9/27/2017, Carahsoft SS#3922 was approved.

After a recent reconciliation of expenses to date and near-term expenditure requirements, it was determined that an amendment to the Carahsoft agreement was required. For consistency and transparency, it was determined that an update to the underlying sole source was appropriate, as well. This modification updates projected expenditures under the current approved sole source for Carahsoft from \$2,500,000 to \$2,800,000 and will be in effect through the end of the contract term. The additional \$300,000 is to accommodate an increase in licensing costs associated with additional user licenses and IT security logging capabilities required for the operation of Get It Done through the balance of the contract term.

Vendor contact: Carahsoft (Salesforce Licensing), Autumn Anderson
(autumn.anderson@carahsoft.com)

Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):
 - One-of-a-kind/Compatibility*
 - a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. **(A letter from the provider which supports this claim must be provided.)**
 - b. Goods and Services:
 - i. the good has no competitive product or alternative on the market.
 - ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.
 - City Standards*

The product or service complies with established, existing City standards.
 - Replacement*

The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.
2. Do any of the following situations exist?
 - Limited Competition*

Department made an attempt to find a second or multiple sources to no avail.
 - Emergency*

There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement**. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

PCO Due Diligence (PCO to initial all that apply)

___ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.

JP Vendor/Supplier confirmed submission of justification letter.

___ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.

___ Emergency verified with the department.

JP Pricing agreement has been reviewed.

JP Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

One (1) year from the signature date below.

For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

___ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

Purchasing and Contracting Director Review

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

In accordance with SDMC §22.3016, this request is approved.

Based on the information provided and due diligence recommendation of staff, this request is denied.

C. Abarca
Claudia C. Abarca, Director, Purchasing and Contracting

October 8, 2021
Date

Subject: [EXTERNAL] Re: Carahsoft and Salesforce license purchases

Date: Tuesday, September 14, 2021 at 10:23:00 AM Pacific Daylight Time

From: Michelle Hahn

To: Hempton, Alexander

CC: Ellsworth, Justin

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hi Alex,

Carahsoft is our only reseller. Let me know if you have any other questions or would like to discuss.

-Michelle

On Tue, Sep 14, 2021 at 8:58 AM Hempton, Alexander <AHempton@sandiego.gov> wrote:

Hi Michelle,

Is Carahsoft the only reseller of Salesforce licenses for government, or are there other government resellers?

Thanks,

Alex

--
MICHELLE HAHN
Account Executive | Salesforce
Mobile: 424-750-2055



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TO: Martha Luna
 Administrative Aide
 Economic Development
 1200 Third Ave
 Suite 1800
 San Diego, CA 92101 USA

FROM: Autumn Anderson
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: MELUNA@SANDIEGO.GOV

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (619) 533-3623

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 30074405
QUOTE DATE: 06/25/2021
QUOTE EXPIRES: 09/25/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$504,150.29

TOTAL QUOTE: \$504,150.29

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
DEPARTMENT OF IT/PERFORMANCE ANALYTICS					
1	204-1307-L	Service Cloud Lightning CRM - Unlimited Edition ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 204-1307-L Start Date: 10/01/2021 End Date: 09/30/2022	\$2,108.34 OM	145	\$305,709.30
2	204-1307R-L	Service Cloud Lightning CRM - Unlimited Edition (Restricted Use) ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 204-1307R-L Start Date: 10/01/2021 End Date: 09/30/2022	\$1,002.06 OM	47	\$47,096.82
3	205-0224	Knowledge ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 205-0224 Start Date: 10/01/2021 End Date: 09/30/2022	\$490.40 OM	5	\$2,452.00
4	205-0142	Employee Apps Starter ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 205-0142 Start Date: 10/01/2021 End Date: 09/30/2022	\$139.18 OM	33	\$4,592.94
5	205-0176	Unlimited Edition Government Cloud 10% NET Price / \$100 ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 205-0176 Start Date: 10/01/2021 End Date: 09/30/2022	\$37,947.13 OM	1	\$37,947.13
6	205-0011	Lightning Force 100 (Administrator) ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 205-0011 Start Date: 10/01/2021 End Date: 09/30/2022	\$575.26 OM	16	\$9,204.16



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7	205-0024	Customer Community Logins ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 205-0024 Start Date: 10/01/2021 End Date: 09/30/2022	\$2.47 OM	5201	\$12,846.47
8		BasicGov - Full Use BasicGov seat ORG ID : 00D61000000YoZw Clariti Cloud Inc Start Date: 10/01/2021 End Date: 09/30/2022	\$1,081.94 OM	40	\$43,277.60
9		BasicGov Support ORG ID : 00D61000000YoZw Clariti Cloud Inc Start Date: 10/01/2021 End Date: 09/30/2022	\$8,655.87 OM	1	\$8,655.87
10	121-0197	Data Storage (500 MB) (price is per org) ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 121-0197 Start Date: 10/01/2021 End Date: 09/30/2022	\$1,005.15 OM	2	\$2,010.30
11	121-0219	Event Monitoring 10% Net Price ORG ID : 00D61000000YoZw Salesforce.com, Inc. - 121-0219 Start Date: 10/01/2021 End Date: 09/30/2022	\$30,357.70 OM	1	\$30,357.70
SUBTOTAL:					\$504,150.29
TOTAL PRICE:					\$504,150.29
TOTAL QUOTE:					\$504,150.29



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Please note 0% increase in renewal year 1, 2.5% increase YoY in renewal years 2-7.

Any increase in subscription pricing (excluding support) for the first renewal term will not exceed 2.5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Quote Special Terms

Sales & Service Cloud - Unlimited Edition (Restricted Use) (Service) subscriptions ordered hereunder at pricing of \$83.50/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) Include Functionality only for the following objects: Accounts, Contacts, Cases, Reports & Dashboards, Calendar Events, Activities, Tasks, Content & Documents (2) have access limited to: 14 Custom Objects These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use 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 Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.

Only Services on this Order Form that are identified by SKU in the Government Cloud Products list available at <https://www.salesforce.com/company/legal/agreements/>, as updated from time to time, are Government Cloud Products. All other Services are non-Government Cloud products. The Government Cloud Available Products and Features Knowledge Article available at <https://help.salesforce.com/articleView?id=000321821&type=1&mode=1> ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Products, to determine if such products or features are within the Government Cloud authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Org for the Org to remain compliant with the Government Cloud authorizations. Salesforce provides customers with a Configuration User Guide available at <https://publicsector-compliance-us.my.salesforce.com/> to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products



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and features, as well as any Non-SFDC Applications that interoperate with the Customer's Salesforce Government Cloud Org, fall outside of the Government Cloud authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Org.

Einstein Bots Feature

The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement.

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

The Einstein Bots Feature is not available to some customers, including Government Cloud as stated in the Documentation.

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Scratch Org

The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Event Monitoring

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



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Monitoring Wave App subscriptions at any time through the Services. Event Monitoring Wave App is available in English only.

Customer Community (Logins/month)

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

Free Sandbox with Unlimited/Performance Edition

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.

Salesforce for Force.com Administration

The Salesforce for Force.com (Administrator) or Lightning Platform (Administrator) subscriptions may not be accessed or used to enter, view or modify Leads, Opportunities, Products, Forecasts, Cases, Solutions or Campaigns. Customer understands that these functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the application) and therefore agrees to strictly monitor Users' use of such subscriptions and enforce the applicable restrictions. SFDC may audit Customer's use of the Salesforce for Force.com (Administrator) and Lightning Platform (Administrator) subscriptions at any time through the Service. Should any audit reveal unauthorized use of such subscriptions, SFDC will so notify Customer in writing (email permitted). If a subsequent audit reveals unauthorized use of the subscription, Customer agrees it will pay, within five (5) business days of notice of the audit results, the difference between (a) SFDC's list price for Enterprise Edition, Unlimited Edition or Performance Edition, as applicable based upon the edition in Customer's applicable Org, in effect at the time of such notice and (b) the amount paid by Customer for the subscription showing unauthorized use.

Government Cloud Premier + Success Plan

Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan (<https://sfdc.co/bDsV6q>) ("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



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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.

Courtesy Administrators for Admin Assist

The Courtesy Administrators for Premier+ Success are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Premier+ Success Plan in order to allow SFDC to perform the administration functions described in the Premier+ Success Plan ("Courtesy Administrator Subscriptions"). After Customer's execution of this Order Form, SFDC will provide Customer with instructions on how to set up the Courtesy Administrator Subscriptions. For clarity, the Courtesy Administrator Subscriptions are provided on a one-time basis and Customer may not add on any additional Courtesy Administrator Subscriptions during the Order Term despite anything to the contrary in any agreement between Customer and SFDC.

Employee Apps and Community-only

Each Employee Apps and Community-only User and other Employee Apps and Community-only Users in such User's management chain, may access such User's Cases for purposes of creating, reading, updating and managing such User's cases. Additionally, Employee Apps and Community-only Users may access the Cases of other Employee Apps and Community-only Users or Cases of other individuals for whom a case has been created in connection with the Customer's recruiting or onboarding process, solely for purposes of creating, reading and commenting on such Users', or such other individuals', cases. Each Employee Apps and Community-only User is entitled to access no more than 10 custom objects through this subscription. An Employee Apps and Community-only User cannot: (A) be an individual other than a Customer employee or contractor; (B) be an individual who supports external facing customer service cases or whose primary function is to respond to or resolve employee cases, or (C) use Employee Apps and Community-only to create, launch or run an external facing community or website. Customer shall ensure the use restrictions set forth herein are followed, through User profile or permission set, limiting the number of custom objects included in the Community to the restrictions herein, etc. Customer understands that the above use restrictions are contractual in nature (i.e., these restrictions are not enforced in the Service as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Service.

Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC_TERMS_OF_USE.pdf and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Should the licensee purchase Government Cloud Plus licenses with Government Cloud Plus Support or Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support: <http://www.carahsoft.com/government-cloud-terms>

-- All current standard government cloud customers will need to migrate to the Government Cloud Plus



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