

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CARAHSOFT
TECHNOLOGY CORPORATION**

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Carahsoft Technology Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Salesforce and Accounting Seed software for Environmental Health Services' record management system.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—SFDC and Accounting Seed Terms of Service

Exhibit D—Government Cloud Terms for Premier + Success Plan + Shield

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Three Hundred Seventy Eight Thousand Eight Hundred Five and Three cents (**\$378,805.03**). In the event that the County makes any advance payments, Contractor agrees to refund any

amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2026, through February 12, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the

Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a

disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

11. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

12. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

14. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Charles Ice, Deputy Director Environmental Health Services
Address: 2000 Alameda de las Pulgas, Suite 100, San Mateo, CA 94403
Telephone: (650) 399-6911
Email: cice@smcgov.org

In the case of Contractor, to:

Name/Title: Nicola Walker, Account Manager
Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Telephone: (571) 662-3457
Email: Nicola.Walker@carahsoft.org

16. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Carahsoft Technology Corp.

**Natalie
LeMay**

Digitally signed by
Natalie LeMay
Date: 2025.12.04
10:13:58 -05'00'

Contractor Signature

12/04/2025

Date

Natalie LeMay, State and Local Contracts Manager

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: Contractor shall be retained for the purpose of providing the following Salesforce.com products and quantities:

Public Sector Foundation – Enterprise Edition	120
Business Rules Engines – Public Sector Foundation	120
Public Sector Mobile Inspections	66
Public Sector Application Forms – Business (1,000)	35
Salesforce Maps – Enterprise Edition	5
Salesforce Shield	1
Government Cloud Plus	1
Premier Success Plan	1

as well as Accounting Seed bundled products including Financial Suite, Project Accounting & Expenses, Transaction Ledger, 10 Financial Suite User Licenses, and 80 Accounting Seed Limited User licenses in lengths of time between February 1, 2026 and February 12, 2027.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County shall pay Contractor \$378,805.03 within 60 days upon execution of the Agreement for services to be rendered and which includes the following information with the invoice: business address, remit to, Contractor's contact information, County Agreement number, time period covered, and current W9.

Contractor shall submit invoices to EH_Invoices@smcgov.org.

Exhibit C

SFDC Terms of Use

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SFDC TERMS OF USE

June 2025

These SFDC Terms of Use (“**TOU**”) govern Customer’s use of the Services, and are incorporated into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

1. DEFINITIONS

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Beta Services means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer’s option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

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

Customer means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of these TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

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

Documentation means the applicable Service’s Trust and Compliance documentation at <https://trust.salesforce.com/en/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.

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

Marketplace means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange located at <https://www.mulesoft.com/exchange> or the Heroku Elements Marketplace located at <https://addons.heroku.com/>, and any successor websites.

Non-SFDC Application means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

Order Form means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates these TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

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

SFDC means Salesforce, Inc., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105.

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

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

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms or the Documentation.

2.3. Customer Responsibilities Customer will (a) be responsible for Users' compliance with the TOU , Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperability of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with these TOU, the Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements.jsp>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under these TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5 Removal of Content and Non-SFDC Applications. If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

2.6. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.salesforce.com/company/legal/agreements/>.

2.7 AI/ML model training restrictions. The Services may contain predictive AI and/or generative AI functionality. SFDC uses Customer Data to train predictive AI models as described in the Einstein and Data Usage documentation. Therefore, pursuant to Category Attachment Code: F, Information Technology, incorporated via Refresh Number 0026, which states:

- *"AI/ML model training restrictions: The use of Government data for the purpose of training artificial intelligence/machine learning models and systems is prohibited without explicit written authorization from the ordering activity contracting officer.*

- *Definition: Government data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business",* procurement of Services or enablement of features that use Government data that constitutes Customer Data for the purposes of training predictive artificial intelligence/machine learning models and systems constitutes explicit written authorization from the applicable ordering activity contracting officer. Notwithstanding anything to the contrary herein or in the Order Form or Product Terms Directory, Customer may opt out of the use of its Customer Data for training global predictive models on an individual Org or EID basis, via the procedure described in the Documentation, for the features and Services identified in the Documentation, as applicable. Once Customer has opted an individual Org or EID out of global models, SFDC will not train models that will be shared with other customers on Customer Data submitted to the applicable features and Services without Customer's consent.-SFDC will not use Customer Data to train generative AI models unless Customer (or Reseller on Customer's behalf) provides affirmative opt-in consent via the procedure described in the Documentation, and such consent by Customer constitutes explicit written authorization from the applicable ordering activity contracting officer.

3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, these TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with these TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4. License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5. Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial products" and/or "commercial services," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

5. TERM AND TERMINATION

5.1. Termination of the Services. As permitted by applicable law, including the Contract Disputes Act ("CDA") (41 U.S.C. §§ 7101–7109) where Customer is an instrumentality of the U.S. Federal Government subject to the CDA, Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Reseller of Reseller's payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with these TOU.

5.2. Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("Legacy Order") shall remain in effect until the end of its subscription term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3. Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

5.4. In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages. Customer must look solely to Reseller regarding any claims or damages related to the Services.

6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. THIRD PARTY CLAIMS

7.1 This Section 7.1 shall only be enforceable as permitted by applicable law and shall not apply if Customer is an instrumentality of the United States Federal Government that is subject to the Anti-Deficiency Act (31 U.S.C. 1341). Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

7.2 In the event of any Claim Against SFDC, SFDC may require, by written notice to Customer, that Customer delete from the Services any Customer Data or Non-SFDC Application and/or stop using any Non-SFDC Application that is the subject of the Claim Against SFDC. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to SFDC in writing. SFDC shall be authorized to provide a copy of such certification to the applicable claimant. Any damages for which SFDC is liable arising out of such Claim Against SFDC, as well as SFDC's reasonable attorney fees and costs to defend such claims will be deemed direct damages for which SFDC may seek recovery under the Contract Disputes Act or as otherwise provided under applicable law.

8. NO LIABILITY

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

9.1. Notice. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the

circumstances and designated contact information for notices available to SFDC in the Services.

9.2. Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

9.3. Waiver. No failure or delay by SFDC in exercising any right under these TOU will constitute a waiver of that right.

9.4. Severability. If any provision of these TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these TOU will remain in effect.

9.5. Further Contact. SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

9.6. Third Party Beneficiary. These TOU are between Customer and Reseller; SFDC is not a party to these TOU, however SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU.

9.7. Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in Customer's agreement or order form with Reseller, these TOU shall prevail.

9.8. Titles and Headings. Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.

carahsoft

CARAHSOFT TECHNOLOGY CORP.'S

Statement of Work for



Q# 36728542

January 31, 2023

SOLUTION PROVIDED BY



CARAHSOFT TECHNOLOGY CORP.
11493 Sunset Hills Road, SUITE 100
RESTON, VA 20190 888.66.CARAH | WWW.CARAHSOFT.COM

Customer & Contract Information

Sold To	Carahsoft Technology Corp	Contract Start Date	2/1/2023
Contact	Nikolas Tran	Prepared By	Tyler Peacher
Address Street: City: State: Zip code: Country:	11493 Sunset Hills Rd Reston Virginia 20190 United States	Contract Term	Annual
		Billing Frequency	Annual

Accounting Seed Products

Product Description	Sales Price	Quantity	Amount
Accounting Seed Essentials Bundle	\$10,752.27	1.00	\$10,752.27
Financial Suite Platform	\$0.00	1.00	\$0.00
Financial Suite User License	\$0.00	1.00	\$0.00
Financial Suite View Only License	\$0.00	1.00	\$0.00
Accounting Seed University License	\$0.00	1.00	\$0.00
Accounting Seed Certification Voucher	\$0.00	1.00	\$0.00
Included GL Accounts	\$0.00	300.00	\$0.00
Included GL Variables	\$0.00	400.00	\$0.00
Quarterly Transaction Volume	\$0.00	1.00	\$0.00
Transaction Ledger	\$0.00	1.00	\$0.00
Financial Suite User License	\$625.95	7.00	\$4,403.06
Accounting Seed Limited User License	\$200.625	74.00	\$2,960.53
Project Accounting & Expenses	\$0.00	1.00	\$0.00
Accounting Seed License Subscription Annual			\$18,116.64
Total			

Services	Amount
Accounting Seed Onboarding Estimated Total	\$0.00

Products & Services	Amount
Accounting Seed Licenses Annual Total	\$18,116.64
Accounting Seed Onboarding 100.00% downpayment	\$0.00
Total Due Upon Signing:	\$18,116.64

Adding Users

The customer can add licenses at any time by contacting their Accounting Seed Account Manager. Additional products or licenses added shall be applicable and billed on a prorated basis through the current subscription period and will be automatically renewed at the next Contract Renewal Date unless you have contacted your Accounting Seed Customer Success Manager at least 90 days prior to the Contract Renewal Date.

Removing Users

If you wish to reduce or remove the number of licenses for the next subscription period, you must make such changes by contacting your Accounting Seed Customer Success Manager at least 90 days prior to the Contract Renewal Date. There are no refunds or credits toward future fees for users removed in the current subscription period, even if the corresponding license was never used.

Subscription Cancellation

Subscriptions can be canceled by contacting your Accounting Seed Customer Success Manager at least 90 days prior to your Contract Renewal Date to provide cancellation notice and complete a cancellation form. Cancellations made strictly in accordance herewith will take effect at the Contract Renewal Date. All fees and amounts due and unpaid through the Contract Renewal Date must be paid in full prior to the Contract Renewal Date. There are no refunds or credits toward future fees for subscriptions cancelled in the current subscription period. You must continue to pay until the next Contract Renewal Date. All sales for Accounting Seed licenses and consulting are final and are not refundable.

Transaction Volume

Accounting Data records are created from any of the following sources or system activities: Journal Entry, Billing, Cash Receipt, Cash Disbursement, Payable, Amortization Entry, Purchase Order and Sales Orders. The transaction volume of records included in the Customer's subscription is defined above in the Accounting Seed Products section. If the Customer consistently exceeds the allotted transaction volume, then an Accounting Seed Customer Success Manager will review usage and costs for overages with the Customer. If the Customer's transaction volume has or is reasonably expected to continue to consistently exceed the limits in the subscription, then the Customer Success Manager will adjust the Customer's price per the then current price list.

Subscription Agreement

Use of subscriptions ordered shall be governed in all cases by Accounting Seed's Master Subscription Agreement, which is incorporated herein by this reference. For contracts carrying a term of 3 or more years, the Customer's total annual subscription fees will automatically increase by 5% at every Contract Renewal Date. For contracts carrying a term of fewer than 3 years, the Customer's total annual subscription fees will automatically increase by 7% at every Contract Renewal Date. Your signature below indicates full acceptance of the Accounting Seed Master Subscription Agreement, which can be found on the Accounting Seed website at www.accountingseed.com/legal. Prices shown do not include any taxes that we may be obligated to collect from you or that you may otherwise be obligated to pay, each of which are your sole responsibility.

Description of the Implementation Services

Accounting Seed will perform the Implementation Services described below. Fees collected for Implementation Services are not refundable. All hours purchased for Implementation Services or other Consulting Services must be used within 12 months of the Contract Start Date. Purchased hours are not eligible for any refunds or future credits, even for unused portions.

Additional Terms and Conditions

Any additional or different terms contained herein override the Accounting Seed Master Subscription Agreement.

1. To state that the terms and conditions of the NASPO agreement, which is referenced in the corresponding quote, will take precedence over any conflicting language in their document (such as Governing Law)
2. This contract agreement is in accordance with NASPO Master Contract Number: AR2472
3. Invoices are due with net 30 terms
4. Automatic renewal will be turned off. Accounting Seed will not renew the agreement without written consent
5. SKU start dates begin 2/1/23 and expire 1/31/24.
6. All verbiage surround support has been removed from this agreement as Accounting Seed will not be providing any support to San Mateo.

Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maryland without regard to principles of conflict of laws that would require application of the laws of any other jurisdiction.

[Remainder of page left intentionally blank.
Signature and Payment Method page follows.]

Signatures

Agreed upon and executed between client and provider:..

San Mateo	Carahsoft Technology Corporation
Signature:  Digitally signed by Charles Ice DN: cn=Charles Ice, o=San Mateo County, ou=Environmental Health, email=cice@smgov.org, c=US Date: 2023.01.31 08:45:30 -08'00'	Signature: 
Name: Charles Ice	Name: Elaine Shadid
Title: Deputy Director, Environmental Health Services	Title: Service Contract Specialist
Date: January 31, 2023	Date: 01/23/2025

SUCCESS PLANS

STANDARD, PREMIER SUCCESS, PREMIER+¹, SIGNATURE

for included Products²

GENERAL

Salesforce Success Plans are a subscription support offering that includes access to program resources that help all customers use and maximize their Salesforce investment.

The Standard Success Plan, and if purchased, the applicable Premier Success Plan or Signature Success Plan, will be provided to Customer's Users in accordance with the description outlined in this document. Subscriptions are organized differently based on the purchased product line, e.g., Sales, Service, etc., are organized by *org*, Marketing Cloud and Tableau Cloud Services by *tenant*, and Commerce Cloud by *realm*. Moving forward, these are referred to as "instances." Success Plans must be purchased for all such subscriptions to included products in a given instance for the duration of the Order Term. Therefore, Customer may incur additional Success Plan charges as new subscriptions for included products are added to a given instance.

Customer is responsible for evaluating any advice or guidance received from Salesforce as part of a Success Plan and for implementing any such advice and guidance.

CONTACTING SUPPORT

Please note, Customers must call Support for Severity 1 (Critical) issues. Users can contact Support in any of the following ways:

		Standard	Premier	Signature
Case Submission	Online	Case submission is available on the Help website		
	Phone	A complete list of phone numbers and additional languages is available on the Help website		
	Available for Severity 1 Issues during designated business hours	Telephone support in English is available twenty-four hours a day, seven days a week	Customers shall engage Support on the Signature Success telephone line for high-severity issues: <ul style="list-style-type: none"> • 1-855-733-2911 (AMER) • 00800-7332-9111 (EMEA/APAC/LACA) • 000-800-9191804 (India) 	
	Chat	N/A	Chat is available on the Help website	

¹ Premier+ is a legacy success plan, no longer offered for sale.

² Click [here](#) for full list of included and excluded products.

SEVERITY LEVELS³

	Description	Standard ⁴	Premier	Signature
Initial Response Tier	Severity Level 1 - Critical Business stopping and no acceptable workaround. Imminent threat to key business or near-term business milestones posing financial risk *Exclusive to Signature Success Customers: Also includes business critical deployment issues and business-impacting performance degradations	2 days Local Business Hours	1 hour 24 x 7	15 minutes 24 x 7
	Severity Level 2 - Urgent Key business impacting, no workaround		2 hours 24 x 7	1 hour 24 x 7
	Severity Level 3 - High Key business impacting with workaround, OR non-key business impacting no workaround		4 hours Local Business Hours	
	Severity Level 4 - Medium Non-key business impacting with workaround, OR not business impacting		8 hours Local Business Hours	

³ All Times are Target Initial Response Times

⁴ Initial Response Tiers and Target Initial Response Times for Salesforce Standard Success Plan for Tableau Products are:

- Severity Level 1 - 8 hours (Local Business Hours)
- Severity Level 2 - 1 day (Local Business Hours)
- Severity Levels 3 & 4 - 2 days (Local Business Hours)

DESIGNATED CONTACTS (PREMIER AND SIGNATURE SUCCESS)

“Designated Contacts” are Users Customer identifies as primary liaisons between Customer and SFDC for technical support. Customer shall identify and maintain at least one (1) Designated Contact. Customer shall notify SFDC whenever Designated Contact responsibilities are transferred to another User. Customer’s Designated Contacts shall be responsible for: 1. overseeing Customer’s support case activity, 2. developing and deploying troubleshooting processes within Customer’s organization, 3. resolving password reset, username and lockout issues for Customer, and 4. requesting Expert Coaching sessions (Accelerators) and Admin Assist services. Customer shall ensure that Designated Contacts: A. have completed, at a minimum, the basic Services administration trail on Trailhead currently titled “Admin Beginner”, which is included at no additional charge, or for MuleSoft, have completed, at a minimum, “MuleSoft Certified Developer - Level 1,” which can be taken at no additional charge by completing the free self-paced course “Anypoint Platform Development: Fundamentals”, B. are knowledgeable about the applicable Services in order to help resolve, and to assist SFDC in analyzing and resolving technical issues, and C. 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.

REPRODUCING ERRORS

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 for troubleshooting purposes.

SUCCESS PLAN ENTITLEMENTS

Premier/Premier +/US Premier (includes features of Standard Success Plan)

Developer Support

Provides guidance for the code-based aspects of the Salesforce platform versus configuration questions. More information on Developer Support can be found in [Help](#). Developer Support is available only in English.

Developer Support is included with the Standard Success Plan for **Heroku Enterprise**³. Developer Support provides best practices for deploying and running applications on the Heroku Platform. Developer Support is available in English only.

Expert Coaching Sessions

Expert Coaching sessions (also known as Accelerators) are interactive, outcome-based engagements with specialized resources that provide best-practice guidance and recommendations mapped to various stages of the customer lifecycle including; onboarding, implementation, optimization, and adoption. These coaching sessions are available in a variety of formats including on-demand videos and live, interactive sessions. Premier Customers may request one (1) concurrent individual Expert Coaching session per product Success Plan.

Ask An Expert Office Hour sessions are live, Q&A-based engagements where customers have an opportunity to join a group of their peers along with cloud-specific Salesforce resources. These sessions give Premier customers an opportunity to ask questions they may have regarding best practices in the areas of product setup, optimization, or adoption.

A full list of Expert Coaching sessions and Ask an Expert Office Hours topics can be found in the [Expert Coaching Catalog](#). Both Expert Coaching and Ask an Expert Office Hours sessions are subject to geographic availability, and SFDC reserves the right to modify the library and catalogs as well as delivery format from time to time at its sole discretion. Sessions are primarily available in English; Customer may inquire about availability in other languages.

Onboarding Engagements

³Click [here](#) for Standard Success for Heroku Enterprise Developer Support

Premier Customers are entitled to one (1) Onboarding Engagement. Onboarding Engagements are available in English and may be available in other languages. Onboarding Engagements do not include support for Heroku. Onboarding Engagements are personalized engagements between a Salesforce Onboarding Specialist and Customer that are designed to assist Customer in establishing a plan to optimize use of its subscriptions to facilitate achieving certain business outcomes. An Onboarding Engagement may include one or more calls between the Onboarding Specialist and Customer.

Admin Assist (Premier+ only)

If Customer has purchased the Legacy Premier+ Success Plan option, SFDC will perform the [Admin Assist tasks](#) upon request and as available by product. SFDC administrators will work in tandem with the Customer's Designated Contacts to execute the Admin Assist Cases 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 two (2) complimentary User subscriptions to Customer for use by the SFDC administration team. Customer's Designated Contacts will act as Customer's sole contacts for submitting Admin Assist cases on behalf of Customer. Admin Assist cases are assigned severity level 4, and are worked on during local business hours only. Admin Assist excludes the initial implementation of the Services, data migrations, data management or manipulation (de-duping, merging, cleansing), transferring data from one "instance" or object to another, flows, AppExchange installs/uninstalls/customization, VLOOKUPs and custom code. Admin Assist is available only in English.

Signature (In order to purchase Signature for the applicable product, Customer is required to have Premier/Premier +/US Premier for the applicable product, except for MuleSoft and Tableau)

Sev1 30 Minute Updates

For Severity 1 issues, SFDC shall provide updates to Customer regarding progress toward resolution at regular intervals, initially targeted to be no more than every 30 minutes (or as the parties may otherwise agree) until a resolution or work-around has been provided. Reproducible errors that cannot promptly be resolved will be escalated to Engineering for further investigation and analysis. A multi-party bridge line may be established by SFDC, in its discretion, to resolve a Severity 1 issue involving joint/multi-parties. Where two or more customers are experiencing similar Severity 1 issues, Customer may be invited to join a multi-customer bridge line established by SFDC to communicate updates to multiple customers in a scalable manner.

Post Critical Incident (Severity 1) Communications

Post Critical Incident Meetings: Following any critical incident, upon Customer's request, the parties will meet to debrief regarding the incident response. To the extent possible, the parties will collaborate to perform a root cause analysis and evaluate strategies designed to prevent a recurrence of such critical incidents.

Customer Success Manager

Customer will have designated Customer Success Manager (CSM) coverage for the duration of the subscription term for which Customer has purchased Signature Success. The Customer Success Manager (CSM) coverage will be provided during business hours in the Customer's primary region. The CSM will engage with Customer to mutually agree on a Support Engagement plan including activity prioritization and timelines. CSM activity areas may include engaging with customers to establish a plan to assist customers to achieve their business outcomes, and coordinating with technical resources for technical activities. CSMs are assisted by a pool of engineers on a 24x7x365 basis to execute Signature Success Support case activities as described herein. The engineers will manage Customer's support cases, in addition to other support-related activities outlined below.

Recurring Meetings

During the term of Customer's Signature Success subscription, the CSM will coordinate recurring meetings between parties to discuss mutually agreed topics. CSMs may review your Customer Success Score, the progress you have made on achieving your business outcomes, and provide recommendations to help improve your use of and knowledge of Salesforce products and services and health of your implementation. Upon customer request, CSMs may also review key open and closed cases, trends, and any production impacting incidents including discussion of strategies to prevent recurrence of such incidents.

Expert Coaching Sessions

Signature Customers will receive the Expert Coaching Sessions described above, except that instead of "one concurrent individual Expert Coaching session per product Success Plan," Customer may request an unlimited number of concurrent Expert Coaching sessions per product Success Plan.

Public Virtual Instructor-Led Classes

Signature Customers will receive unlimited complimentary Public Virtual Instructor-Led Training classes delivered by Salesforce via Trailhead . Customer learners may only have one active registration for a course and must cancel any existing registration before registering for another class session of that same course. Customer learners must be active users on at least one Salesforce Organization that is covered by a Signature Success Plan. Customers' Partners are not eligible for this benefit under Customers' Signature Success Plans.

Proactive Monitoring (excluding Heroku, Marketing Cloud Personalization, Tableau Software, and MuleSoft)

Customer can enable Proactive Monitoring by contacting the CSM . SFDC will make commercially reasonable efforts to provide continuous 24x7 solution monitoring for a given instance. Customer can choose smart alerts from the Smart Alert [Catalog](#) ("Catalog"). Upon request, monitoring engineers may support Customer on topics such as the system alerts, alert issues uncovered, outcomes of alerting investigations, and steps that may be required for resolution of the alert issue. Customer is responsible for: (i) choosing their smart alerts from the Catalog, which is updated from time to time, and communicating same to SFDC, and (ii) participating in the onboarding process for the purposes of providing necessary information, including Customer's alert configuration requirements and alert notification contacts, which will be used to complete the monitoring plan

setup. SFDC may require the use of a Marketing Cloud login-as user from time to time; during service setup and while troubleshooting and debugging issues, Customer shall provide permission for the scenarios that are deemed agreeable.

Annual Technical Health Review

Upon request, Customer will be entitled to one (1) technical health review per year, per instance. This review may include topics such as: coding and security best practices, error rate trends, and performance optimization insights & recommendations. Except for MuleSoft and Tableau Software, Proactive Monitoring must be enabled as a prerequisite to the technical health review.

Key Event Management

CSM will align with Customer for awareness on important events including: high volume business times, customer deployment planning and monitoring, and Salesforce technical releases.

Holiday/High Volume Business Events

Upon request, Customer will be entitled to one (1) event per year, per instance. Customer must notify their CSM at least six (6) months prior to the requested event. Proactive Monitoring must be enabled and the Annual Technical Health Review must be completed as a prerequisite for support for any key event. Holiday/High Volume Business Events is not available for Tableau Software except for the Tableau Server component of Tableau Software, and in that case, Proactive Monitoring is not a prerequisite for Tableau Server.

Ongoing Customer Deployment Events

Upon request, Support Engineers will be made available to help support a Customer's Salesforce deployment activity. Customer is entitled to support for one (1) deployment per month, per instance. In order to utilize on-call deployment support, Customer is required to log a Support case, or request their CSM to assist with opening a Support case, to provide SFDC with notification at least seven (7) business days prior to the deployment activity. Customer must provide details of the technical scope and timing of the deployment to ensure Support has appropriate context. As part of deployment support, a Support Engineer will be assigned to the case in advance of the activity, and will monitor the deployment activity and help troubleshoot issues that might result in deployment failure. Proactive Monitoring must be enabled as a prerequisite for support for any Customer deployment event. Ongoing Customer Deployment Events is not available for Tableau Software except for the Tableau Server component of Tableau Software, and in that case, Proactive Monitoring is not a prerequisite for Tableau Server.

SFDC Technical Release Events (Major/Minor Releases)

Except for Tableau Software, Signature Success resources will communicate published SFDC technical updates to help Customers identify impacts and prepare for any future changes that may be required to their environment(s).

US ONLY AND GOVERNMENT CLOUD SUCCESS PLANS (PREMIER AND SIGNATURE)

US Only (Core and Marketing Cloud) subscriptions amend and supplement the Premier and Signature Success Plan, as applicable, for the available Services as set forth below:

Submitting a Case: Users can submit support cases as described in the Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Salesforce Employees. Cases submitted outside of the Help portal (e.g., via telephone when available) will not be responded to by Qualified US Salesforce Employees, but will be routed to Qualified US Salesforce Employees by individuals who are not Qualified US Salesforce Employees and who may be located outside the United States. In order to route cases submitted outside of the Help portal, the following information will be requested from Users: first and last name, email address, username, phone number, and physical business address.

All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g., Expert Coaching, Expert Office Hours), will not be Qualified US Salesforce Employees and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

All support is provided in English only.

“Qualified US Salesforce Employees” are individuals who: (1) are physically located within the United States while providing Support Services; and (2) have completed a background check as a condition of their employment with Salesforce.

In addition to the terms above, *US Only Marketing Cloud - (Premier)/US Premier Success Plan for Regulated Industries - ExactTarget* have the following limited support hours: Qualified US Salesforce Employees are available Monday through Friday from 8:00 am – 8:00 pm Eastern Standard Time (EST) (“Salesforce Business Hours”). Cases requiring Log In access that are logged outside of Salesforce Business Hours, or which are not resolved during Salesforce Business Hours, will be delayed until the next business day.

Government Cloud Premier/Signature Success Plans will be provided under the terms of the Premier and Signature Success Plan, as applicable, as amended by the US Only (Core and Marketing Cloud) terms above, with the exception that all references to Qualified US Salesforce Employees shall be replaced with Qualified US Citizen Salesforce Employees.

“Qualified US Citizen Salesforce Employees” are individuals who: (1) are physically located within the United States while providing Support Services; (2) are US Citizens; and (3) have completed a background check as a condition of their employment with Salesforce.

Tableau Software Addendum

Additional support terms for Tableau Software are provided in accordance with the Tableau Software Support Addendum available [here](#). Supported versions of Tableau Software are listed [here](#). Any versions of Tableau Software not on the aforementioned list are not covered by this Support Plan.

ADDITIONAL DETAILS

Travel Expenses (Signature Success)

Any T&E expenses incurred by SFDC resources will be separately invoiced to Customer after a Task Order Amendment is agreed upon and executed. Customer shall pay such invoice(s) in accordance with the invoicing terms of its Main Services Agreement.

Exclusions

Success Plans do not include any of the following:

- Implementation of the Services.
- Assistance with Salesforce password resets. For password resets and lockouts due to incorrect login attempts, Users should click the “Forgot your password?” link on the login page or contact their system administrator or wait for the lockout period to expire. For security reasons, SFDC does not provide contact information for system administrators.
- Assistance with Salesforce usernames. For assistance with usernames, Users should contact their system administrator.
- 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 above
- Creation or testing of custom code, including SOQL queries, except as provided under Developer Support.

Success Plan Materials

Any materials provided by SFDC to Customer as part of a Success Plan are the confidential information of SFDC and may not be copied, disclosed or distributed to anyone other than Customers' Users entitled to receive the applicable Success Plan. SFDC retains ownership of all intellectual property rights in the materials and reserves all rights in the materials not expressly granted to the Customer.

Changes to Success Plans

SFDC may modify Success Plans from time to time, provided the level of service under the plans will not materially decrease during a subscription term.

Last updated August 2024