Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CARAHSOFT TECHONOLOGY CORP.

This Agreement is entered into this 8th day of January, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Carahsoft Technology Corp., 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 purchasing Saleforce.com, Inc.'s products and services for the development, implementation, and maintenance of the Assessor Property Assessment System (APAS).

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—Bill of Materials
> Exhibit B—Payments Schedule
> Exhibit C- SaaS Hosting, Data Centers and Maintenance Services
> Exhibit D- Product Specific Terms
> Exhibit E- Support Plan
> Exhibit F- SFDC Terms of Service
> Exhibit G- Salesforce Security, Privacy, and Architecture
> Attachment I—§ 504 Compliance
> Attachment IP – Intellectual Property

Links and information as it relates to Service Security and Functionality included in this Agreement and incorporated Exhibits are active at time of execution and may be updated from time to time to reflect product and service improvements and changes generally applicable to the products and services provided. Please reference Salesforce Online Documentation here: (***https://scdp.salesforce.com,*** https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/salesforce-premierplans-with-accelerators.pdf, https://www.carahsoft.com/Eula/Salesforce_MSA, and https://www.salesforce.com/company/legal/agreements.jsp) **for most up to date information. The overall functionality and overall security of the Services will not materially decrease.**

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. In no event shall County's total fiscal obligation under this Agreement exceed Five Million Four Hundred Ninety-Five Thousand Five Hundred Thirty-Three ($5,495,533). 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.

The County's not to exceed fiscal obligation for the Contractor (Carahsoft Technology Corp) within the Agreement consists of the following two components:

Component #	County Payment Obligations	Amount
1	Carahsoft Bill of Materials Year 1 through 13 including Salesforce products and Program Architect for 1 year	$3,763,426
2.	County's Hosting/Licensing Contingency for additional user licenses, additional products, and Data storage for 13-Year period	$1,732,107
Total	Total APAS hosting/licensing cost including the potential for SFDC Contingency fund expenditure	$5,495,533

County reserves the right to use the contingency funds at its own sole discretion for County's Hosting/Licensing, additional products and data storage identified in Exhibit A. The County Change Control process for APAS is the sole vehicle for determining the disposition of a requested Change.

4.   Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 08, 2019, through January 08, 2031.

5.   Termination

This Agreement may be terminated by the Assessor-County Clerk-Recorder and Chief Elections Officer or his/her designee at any time without a requirement of good cause upon sixty (60) days' advance written notice to the other party. If the County terminates the Agreement without good cause, all years following the current year will be terminated at no cost to the County. Furthermore, any payment the County prepays for the current year's licensing, maintenance and support will not be subject to a refund if the County terminates the Agreement without good cause.   Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this

paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6.   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.

7.   **Hold Harmless**

   a.   **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

   (A) injuries to or death of any person, including Contractor or its employees/officers/agents;

   (B) damage to any property of any kind whatsoever and to whomsoever belonging;

   (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

   (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.   Insurance

   a.   **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

   b.   **Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability… $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

11. 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 report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

h.   Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12.   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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13.   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 for applicable documents with two weeks' notice.

(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 records and documents relevant to this contract 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.

14.   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.

15.   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.

16.   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:	Mark Church, San Mateo County Assessor-County Clerk-Recorder
Address:	555 County Center 3rd floor, Redwood City, CA 04063
Telephone:	(650) 363-4988
Facsimile:	(650) 780-9952
Email:	mchurch@smcare.org

In the case of Contractor, to:

Name/Title:	Bethany Blackwell
Address:	1860 Michael Faraday Drive
Telephone:	703-871-8500
Facsimile:	[insert]
Email:	contracts@carahsoft.com

17.   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.

18.   Document Delivery

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

19.   County Data

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

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

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

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

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

i.   For the Customer Data hosted on the SFDC Government Cloud only, SFDC will promptly notify Customer in the event SFDC becomes aware of a confirmed unauthorized disclosure of Customer Data in the SFDC Services caused by SFDC or its contractors. Notification may include phone contact by SFDC support, email to Customer's administrator and Security Contact (if submitted to the affected Services by Customer), and public posting on trust.salesforce.com. If the Customer maintains an email address for a Security Contact in the Service then SFDC will notify such Security Contact within **48 hours** of becoming aware of such an unauthorized disclosure. Customer is responsible for maintaining the accuracy and currency of the Security Contact information.

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

iii.   In the case of PII provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than eighteen (18) months following the date of notification to such individuals subject to the limitation set forth in Section 24 (Liability of Contractor);

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

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

County Data by Contractor and for which the Contractor is legally liable;

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

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

20.   **Payment Does Not Imply Acceptance of Work**

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

21.   **Responsibility for Equipment**

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

22.   **Proprietary or Confidential Information of County**

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

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

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

24.   <u>**Survival**</u>

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

Sections 7, 19, 22 and Exhibit F – section 8.

<div align="center">*   *   *</div>

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.

12/7/2018   Bethany Blackwell

_____   _____   _____
Contractor Signature   Date   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- Bill of Materials

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

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Government - Price Quotation

Salesforce.com Government at Carahsoft

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

TO: Randy Mellin San Mateo County Assessor County Clerk-Recorder 555 County Center Redwood City, CA 94063 USA	**FROM:** Stephen Dickerson Carahsoft Technology Corp. 1860 Michael Faraday Drive Suite 100 Reston, Virginia 20190
EMAIL: RMellin@smcacre.org	**EMAIL:** Stephen.Dickerson@carahsoft.com
PHONE: (650) 363-1864	**PHONE:** (703) 673-3524 **FAX:** (703) 871-8505

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination

Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	13719897
QUOTE DATE:	
QUOTE EXPIRES:	
RFQ NO:	ESD
SHIPPING:	
TOTAL PRICE:	$3,763,426.28
TOTAL QUOTE:	$3,763,426.28

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	205-0143	Lightning Platform Plus - Unlimited Edition		$1,088.00	OM	125	$136,000.00
2	205-0011	Lightning Platform (Administrator) - Unlimited Edition Salesforce.com, Inc.		$835.20	OM	11	$9,187.20
3	205-0024	Customer Community Logins Salesforce.com, Inc.		$21.76	OM	1500	$32,640.00
4	205-0176	Unlimited Edition Government Cloud Salesforce.com, Inc.		$17,782.72	OM	1	$17,782.72
5	205-PA	Program Architect Start Date: 02/11/2019 End Date: 02/10/2020		$506,062.20	OM	1	$506,062.20
		YEAR 1 SUBTOTAL:					$701,672.12
		YEAR 2					
6	205-0143	Lightning Platform Plus - Unlimited Edition		$1,088.00	OM	125	$136,000.00
7	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$835.20	OM	11	$9,187.20
8	205-0024	Customer Community Logins		$21.76	OM	1500	$32,640.00
9	205-0176	Unlimited Edition Government Cloud		$17,782.72	OM	1	$17,782.72
		YEAR 2 SUBTOTAL:					$195,609.92
		YEAR 3					
12	205-0143	Lightning Platform Plus - Unlimited Edition		$1,088.00	OM	125	$136,000.00
13	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$835.20	OM	11	$9,187.20

Government - Price Quotation

Salesforce.com Government at Carahsoft

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

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
14	205-0024	Customer Community Logins		$21.76	OM	1500	$32,640.00
15	205-0176	Unlimited Edition Government Cloud		$17,782.72	OM	1	$17,782.72
		YEAR 3 SUBTOTAL:					$195,609.92
		YEAR 4					
18	205-0143	Lightning Platform Plus - Unlimited Edition		$1,142.40	OM	125	$142,800.00
19	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$876.96	OM	11	$9,646.56
20	205-0024	Customer Community Logins		$22.84	OM	1500	$34,260.00
21	205-0176	Unlimited Edition Government Cloud		$18,671.85	OM	1	$18,671.85
		YEAR 4 SUBTOTAL:					$205,378.41
		YEAR 5					
22	205-0143	Lightning Platform Plus - Unlimited Edition		$1,199.52	OM	125	$149,940.00
23	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$920.80	OM	11	$10,128.80
24	205-0024	Customer Community Logins		$23.98	OM	1500	$35,970.00
25	205-0176	Unlimited Edition Government Cloud		$19,605.44	OM	1	$19,605.44
		YEAR 5 SUBTOTAL:					$215,644.24
		YEAR 6					
26	205-0143	Lightning Platform Plus - Unlimited Edition		$1,259.49	OM	125	$157,436.25
27	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$966.84	OM	11	$10,635.24
28	205-0024	Customer Community Logins		$25.17	OM	1500	$37,755.00
29	205-0176	Unlimited Edition Government Cloud		$20,585.71	OM	1	$20,585.71
		YEAR 6 SUBTOTAL:					$226,412.20
		YEAR 7					
30	205-0143	Lightning Platform Plus - Unlimited Edition		$1,322.45	OM	125	$165,306.25
31	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,015.18	OM	11	$11,166.98
32	205-0024	Customer Community Logins		$26.43	OM	1500	$39,645.00
33	205-0176	Unlimited Edition Government Cloud		$21,614.55	OM	1	$21,614.55
		YEAR 7 SUBTOTAL:					$237,732.78
		YEAR 8					
34	205-0143	Lightning Platform Plus - Unlimited Edition		$1,388.58	OM	125	$173,572.50
35	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,065.93	OM	11	$11,725.23
36	205-0024	Customer Community Logins		$27.74	OM	1500	$41,610.00

Government - Price Quotation

Salesforce.com Government at Carahsoft

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

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
37	205-0176	Unlimited Edition Government Cloud		$22,695.73	OM	1	$22,695.73
		YEAR 8 SUBTOTAL:					$249,603.46
		YEAR 9					
38	205-0143	Lightning Platform Plus - Unlimited Edition		$1,485.77	OM	125	$185,721.25
39	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,140.54	OM	11	$12,545.94
40	205-0024	Customer Community Logins		$29.69	OM	1500	$44,535.00
41	205-0176	Unlimited Edition Government Cloud		$24,272.78	OM	1	$24,272.78
		YEAR 9 SUBTOTAL:					$267,074.97
		YEAR 10					
42	205-0143	Lightning Platform Plus - Unlimited Edition		$1,589.77	OM	125	$198,721.25
43	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,220.37	OM	11	$13,424.07
44	205-0024	Customer Community Logins		$31.75	OM	1500	$47,625.00
45	205-0176	Unlimited Edition Government Cloud		$25,984.33	OM	1	$25,984.33
		YEAR 10 SUBTOTAL:					$285,754.65
		YEAR 11					
46	205-0143	Lightning Platform Plus - Unlimited Edition		$1,701.05	OM	125	$212,631.25
47	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,305.79	OM	11	$14,363.69
48	205-0024	Customer Community Logins		$33.97	OM	1500	$50,955.00
49	205-0176	Unlimited Edition Government Cloud		$27,803.23	OM	1	$27,803.23
		YEAR 11 SUBTOTAL:					$305,753.17
		YEAR 12					
50	205-0143	Lightning Platform Plus - Unlimited Edition		$1,820.12	OM	125	$227,515.00
51	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,397.19	OM	11	$15,369.09
52	205-0024	Customer Community Logins		$36.34	OM	1500	$54,510.00
53	205-0176	Unlimited Edition Government Cloud		$29,749.45	OM	1	$29,749.45
		YEAR 12 SUBTOTAL:					$327,143.54
		YEAR 13					
54	205-0143	Lightning Platform Plus - Unlimited Edition		$1,947.52	OM	125	$243,440.00
55	205-0011	Lightning Platform (Administrator) - Unlimited Edition		$1,495.00	OM	11	$16,445.00
56	205-0024	Customer Community Logins		$38.88	OM	1500	$58,320.00
57	205-0176	Unlimited Edition Government Cloud		$31,831.90	OM	1	$31,831.90
		YEAR 13 SUBTOTAL:					$350,036.90

Government - Price Quotation

Salesforce.com Government at Carahsoft

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		SUBTOTAL:				$3,763,426.28
				TOTAL PRICE:		**$3,763,426.28**
				TOTAL QUOTE:		**$3,763,426.28**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		YEAR 2				
10	205-PA	Program Architect (Option 1) Start Date: 02/11/2020 End Date: 08/10/2020		$263,574.06	OM 1	$263,574.06
11	205-PA	Program Architect (Option 2) Start Date: 08/11/2020 End Date: 02/10/2021		$263,574.06	OM 1	$263,574.06
		YEAR 2 SUBTOTAL:				$527,148.12
		YEAR 3				
16	205-PA	Program Architect (Option 3) Start Date: 02/11/2021 End Date: 08/10/2021		$274,117.03	OM 1	$274,117.03
17	205-PA	Program Architect (Option 4) Start Date: 08/11/2021 End Date: 02/10/2022		$274,117.03	OM 1	$274,117.03
		YEAR 3 SUBTOTAL:				$548,234.06
		SUGGESTED SUBTOTAL:				$1,075,382.18

Government - Price Quotation

Salesforce.com Government at Carahsoft

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

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY EXTENDED PRICE

Any increase in subscription pricing (excluding support) for the first two renewal terms (Years 2 and 3) will not exceed 0% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, 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.

Renewal Price Protection: Years 4-8. Any increase in subscription pricing (excluding support) for the third, fourth, fifth, sixth and seventh renewal terms will not exceed 5% over the then-current subscription pricing, provided that Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, 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.

Renewal Price Protection: Terms 9-13. Any increase in subscription pricing (excluding support) for the eighth, ninth, tenth, eleventh and twelfth renewal terms will not exceed 7% over the then-current subscription pricing, provided that Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, 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.

Billing Terms: Salesforce licensing and Program Architect for Year 1 will be billed annually in advance. For subsequent years, Salesforce licensing will be billed annually in advance and the County has four (4) additional 6 month options to renew Program Architect billed upfront in advance.

All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency.

Future Purchases
Additional Products available to purchase for Assessor's Program, including but not limited to:
- Data Storage
- Salesforce Shield
- Mulesoft
- Program Architect
- Einstein Analytics

A minimum 5% discount off then current list price or price equivalent to the GSA in existence at time of purchase (if applicable), whichever discount is greater, or as otherwise agreed by the Parties

Renegotiation of Agreement: Commencing on the seventh (10th) anniversary of this Agreement, the parties will negotiate in good faith to extend the term of the current agreement for a duration and on such rates, terms and conditions as the parties may agree

Exhibit B- Payment Schedule

In consideration of the services provided by Contractor as described in document Exhibit A and subject to the terms of the Agreement, County shall pay Contractor as described in the Exhibit B (Carahsoft License, Maintenance and Support Payment) document.

Milestone	Deliverables and Milestones	Milestone Payment
1	Year 1 Licensing, Maintenance Support and Program Architect	$701,672.12
2	Year 2 Licensing, Maintenance Support	$195,609.92
3	Year 3 Licensing, Maintenance Support	$195,609.92
4	Year 4 Licensing, Maintenance Support	$205,378.41
5	Year 5 Licensing, Maintenance Support	$215,644.24
6	Year 6 Licensing, Maintenance Support	$226,412.20
7	Year 7 Licensing, Maintenance Support	$237,732.78
8	Year 8 Licensing, Maintenance Support	$249,603.46
9	Year 9 Licensing, Maintenance Support	$267,074.97
10	Year 10 Licensing, Maintenance Support	$285,754.65
11	Year 11 Licensing, Maintenance Support	$305,753.17
12	Year 12 Licensing, Maintenance Support	$327,143.54
13	Year 13 Licensing, Maintenance Support	$350,036.90
	Total 13 Year Licensing, Maintenance Support	$3,763,426.28

Terms are net (30) days after invoices are approved.

Exhibit C- SaaS Hosting, Data Centers and
Maintenance Services

I.   SaaS Hosting

        A.   Back-Up of Subscriber Data:

        1.   Contractor shall provide up to thirty-six months of on-line hourly data retention for SaaS Software operation and functionality.

        2.   Contractor shall provide incremental Subscriber Data backups daily to an off-site location other than the primary hosting center.

        3.   Customer data, not to exceed 36 months, up to the last committed transaction, shall be replicated to disk in near-real time at the designated disaster recovery data center and shall be backed up at the primary data center, daily, and in addition shall be cloned at an archive data center.

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

        1.   A single Backup Environment available as needed to serve as the backup or "failover" environment for the SaaS and Hosted Services;

        2.   A single Test Environment available to the Subscriber and Service Provider for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of Production Environment.

        C.   **Reporting: Notification of Security Breach Involving Customer Data**. For the Customer Data hosted on the SFDC Government Cloud only, SFDC will promptly notify Customer in the event SFDC becomes aware of a confirmed unauthorized disclosure of Customer Data in the SFDC Services caused by SFDC or its contractors. Notification may include phone contact by SFDC support, email to Customer's administrator and Security Contact (if submitted to the affected Services by Customer), and public posting on trust.salesforce.com. If the Customer maintains an email address for a Security Contact in the Service then SFDC will notify such Security Contact within **48 hours** of becoming aware of such an unauthorized disclosure. Customer is responsible for maintaining the accuracy and currency of the Security Contact information.

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

II.   SaaS Maintenance

A. Scheduled SaaS Maintenance

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

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

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

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

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

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

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

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

III.   SaaS Data Centers

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

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

Primary Tier 3 data center:

Ashburn, VA

Back-up Tier 2 data center:

Chicago, IL

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

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

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

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

IV. **SaaS Version Upgrades, Revisions, Patches**

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

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

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

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

Lightning Platform Plus

Each Lightning Platform Plus User and other Lightning Platform Plus Users in such User's management chain, may access such User's
Cases and/or Work Orders for purposes of creating, reading, updating and managing such User's Cases and/or Work Orders. Additionally, Lightning Platform Plus Users may access the Cases and/or Work Orders of other Lightning Platform Plus Users or Cases and/or Work Orders of other individuals for whom a Case has been created in connection with the Customer's recruiting or onboarding process, solely for purposes of creating, reading and commenting on such Users', or such other individuals', Cases and/or Work Orders. Each Lightning Platform Plus User is entitled to access no more than 110 custom objects and 120 MB of Data Storage through this subscription. Each Lightning Platform Plus User cannot: (A) be an individual other than a Customer employee or contractor, or (B) be an individual who supports external facing customer service Cases and/or Work Orders or whose primary function is to respond to or resolve employee Cases and/or Work Orders. 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.

Salesforce for Lightning Platform (Administrator)

The Salesforce for 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 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.

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 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.

Government Cloud Premier + Success Plan

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

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

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

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

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

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

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

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

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

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

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 at: https://www.salesforce.com/company/legal/agreements.jsp (below)

 Order Form Supplement for Einstein Features

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

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

Customer acknowledges that SFDC may access Customer Data submitted to the Services and Einstein features for the purpose of improving and training similar or related services and features, and Customer instructs SFDC to process its

Customer Data for such purpose, provided however, SFDC will not share Customer's Customer Data with any other customers in connection with the foregoing. Customer retains all ownership of its Customer Data submitted to the Services and Einstein features and SFDC retains all ownership in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning.

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

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

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

Program Architect

As of the effective date of this Order Form, the Program Architect will be staffed locally and as such no travel or travel related expenses will be billed by SFDC to Customer. If during the Order Term, there is a change to the staffing of the Program Architect and the resource provided by SFDC is no longer local, any such expenses incurred by the PA in performing services for Customer will be separately invoiced to and reimbursed by Customer. Travel or related expenses shall not exceed $3333.33 per month ("Expense Cap").

Pricing for the first six-month renewal term shall be $263,574.06, provided that Customer renews its entire volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of six months. Pricing for the second six-month renewal term shall be $263,574.06, provided that Customer renews its entire volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of six months. Pricing for the third six-month renewal term shall be $274,117.03, provided that Customer renews its entire volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of six months. Pricing for the fourth six-month renewal term shall be $274,117.03, provided that Customer renews its entire volume under this Order Form combined with any associated Add-on Order Forms, and the renewal is a minimum of six months. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above prices, any increase in 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.

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

Notwithstanding anything to the contrary, the maximum number of non-attendance days for a 12 month subscription term will be 25 days (or the prorated number of days for the applicable subscription term). In the event that the 25 days are exceeded, SFDC shall extend this Order Term by one (1) day for each business day that replacement is not available beyond the initial twenty-five (25) business day period, not to exceed a maximum extension of twenty (20) business days. Notwithstanding anything to the contrary, The PA services will be provided during the hours of 9 a.m. to 5 p.m. in the Pacific time zone

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

PA services will generally be provided at Customer's location, but may be provided remotely subject to mutual agreement of Customer and SFDC. The PA subscription fees do not include travel or travel related expenses; any such expenses incurred by a PA in performing services for Customer will be separately invoiced to and reimbursed by Customer in accordance with the monthly flat fee of $3,333.33 to cover the travel related expenses for a resource to work on-site. Customer requests to renew the same PA resource for an additional term must be received 45 days prior to the Order End Date. The PA subscriptions are non-cancelable and fees paid are nonrefundable. If Customer does not use the potential amount of PA services purchased during the applicable subscription term, fees paid by Customer may not be refunded, extended, rolled over to another subscription period, or applied to another account or SFDC product or service.

Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan here: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/salesforce-premierplans-with-accelerators.pdf (see below) as amended by the following. Support Personnel: Government Cloud Premier + Success Plan support will be provided by Qualified US Citizens, subject to these terms.

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

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

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

For clarity, the Premier+ Success Plan does not include implementation of the Services. The Premier+ Success Plan is for ongoing support and administration of the Services after the Services have been implemented.

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

Customers' Designated Contacts shall be responsible for:
1. overseeing Customer's support case activity,
2. developing and deploying troubleshooting processes within Customer's organization, and
3. resolving password reset, username and lockout issues for Customer.

Customer shall ensure that Designated Contacts:
A. have completed, at a minimum, the basic Services administration course currently titled "Administration Essentials," which is included at no additional charge as part of online training,

B.   have completed any supplemental training appropriate for the Designated Contact's specific role or Customer's usage of the Services,

C.   are knowledgeable about the applicable Services in order to help resolve, and to assist SFDC in analyzing and resolving, technical issues, and

D.   have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist SFDC in diagnosing and triaging it.

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

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

Main toll-free Customer Support telephone numbers are as follows. A complete list is available on the Help & Training website.
- United States: +1-866-614-7375
- Ireland: +353-1-440-3590
- Australia: 1-800-789-984
- Japan: 0066 33 812474

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

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

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

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

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

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

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

Target Initial Response Time by Case Severity

Severity Level	Target Initial Response Time
1	1 hour[1]
2	2 hours[1]
3	4 business hours[2]
4 and Configuration Services cases for	8 business hours[2]

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

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

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

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

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

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

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

SALESFORCE.COM SUCCESS PLANS PRODUCT INCLUSIONS and EXCLUSIONS (PREMIER+ SUCCESS PLAN)

Product Name	Premier+
Sales Cloud - Professional, Enterprise and Unlimited Editions	✔
Sales Cloud - Essentials Edition	✘
Service Cloud - Professional, Enterprise and Unlimited Editions	✔
Employee Apps (including Force 100, Force.com, Employee Apps and Community - Only, or Employee Community)	✔
Lightning Platform Starter, Lightning Platform Plus and Lightning External Apps	✔
Salesforce Chatter	✔
External Communities (includes Portals)	✔
Salesforce Database.com	✔

Salesforce Employee Help Desk- Only	✔
Identity for Employees, Identity for Customers and Partners	✔
Salesforce Site.com, Site.com Contributor and Site.com Publisher	✔
DRO (Data Residency Option)	✔
Data.com Prospector and Data.com Clean	✔
Knowledge (including Knowledge-Only)	✔
Live Agent	✔
SOS	✔
Analytics Cloud (includes all Wave products)	✔
Health Cloud	✔
Financial Services Cloud	✔
Field Service	✔
Salesforce Shield (Platform Encryption, Event Monitoring and Field Audit Trail)	✔
CPQ & CPQ+	✔
LiveMessage	✔
Einstein Data Discovery	✔
Salesforce Inbox	✔
B2B Commerce	✔
Commerce Cloud	✖
Work.com [Premier+ support is available when Work.com is sold as part of Performance Edition only]	✖
Console for Sales Cloud	✖
Mobile	✖
All Data.com, Salesforce CPQ and Salesforce Billing Services not referenced in this table	✖
Salesforce IoT	✔
Quip	✖
Salesforce Surveys	✖

Einstein Vision and Language	✕

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

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

- **What can Core Developer Support help with?**

- Ensure that you are following the latest Developer Guide for Creating Force.com (Apex) and Force.com pages (Visualforce)

- Troubleshoot Salesforce error messages

- Analyze, debug and provide recommendations for Apex and Visualforce code containing 200 lines or less

- **Supported Development request topics:**

Topic	Included in Developer Support
Apex/ Visualforce	• Functional description of objects, methods and properties. • Explanation of governor limits. • Salesforce error message troubleshooting and analysis. • Force.com Apex and Visualforce best practices. • Analysis and debugging of Force.com Apex and Visualforce (up to 200 lines).
API	• Clarification of API documentation • API performance troubleshooting • Salesforce API error message troubleshooting and analysis (related to SOAP API/REST API/Bulk API/ Streaming API/Metadata API/Tooling API etc.) • Salesforce API best practices
SOQL/ SOSL	• Apex query performance and troubleshooting. • Adding custom indexes to SOQL queries when applicable.
Visual Workflow Authentication	• Troubleshoot flow designer and flow runtime errors. • Debug authentication errors with connected apps. • Troubleshoot issues with SSO Setup and login. • Certificate issues concerning certificate expiration, renewal and best practices to update certificate. Debug and troubleshoot SSL Certificate errors related to SSO, API/Integration, Apex callouts, Outbound Messaging.
Open CTI	• Troubleshoot errors with Open CTI. (Note: CTI Desktop Toolkit is unsupported (End of Life).Custom JavaScript, setup and walk through of CTI setup is unsupported.)
Sites and Communities	• Debug and troubleshoot issues with Communities using Salesforce tabs +VF template. • Debug and troubleshoot issues with Salesforce Sites (a.k.a Force.com sites). • Additionally, troubleshoot issues that are directly tied to custom Lightning Components in Sites and Communities
Live Agent	• Debug and troubleshoot live agent issues and errors related to custom pre-chat forms(involving apex/visualforce).
Lightning	• Troubleshoot errors related to Lightning Components, Apex code, Visualforce pages, code related to lightning and JavaScript using aura framework.
External Objects	• Troubleshoot Integration, sync, search and code related issues in External Objects
Data Loader Command-Line Interface (Data Loader CLI)	• Debug and troubleshoot Data Loader CLI errors.

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

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

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

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

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

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

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

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

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

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

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

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

SLA

Salesforce is committed to providing excellent service reliability, and is pleased to offer the County a service level commitment of 99.9% general availability for Salesforce Government Cloud products branded as Force.com, Site.com, Database.com, Sales Cloud, Service Cloud, Communities and Chatter (the "Salesforce Services") and Services branded as Analytics Cloud and Health Cloud Services. The details of this commitment are described in our SLA form, which is linked here: https://org62.my.salesforce.com/sfc/p/000000000062/a/0M000000FLVw/DFi7f8y5j5CbvIBlaOHEb2SSanxrV_jHDhU.9CTBj4g. Characteristics of Salesforce services include: major releases historically 3X/yr; maintenance generally 2X/month; commercially reasonable efforts to perform planned maintenance from 6:00 P.M. Friday to 3:00 A.M. Monday, U.S. Pacific Time; emergency releases as-needed; deploys patches & emergency releases off-peak hours & without downtime when possible. Daily service availability data is posted on: http://trust.salesforce.com. Salesforce's multi-tenant cloud service provides redundant data protection, advanced facilities protection, & data recovery pl*an.*

Exhibit F: SFDC Terms of Service

1. DEFINITIONS

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

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

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

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

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

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the SFDC Services, including, for example, the AppExchange located at http://www.salesforce.com/appexchange, the HubExchange located at https://hubexchange.exacttarget.com/, the Heroku add-ons catalog located at https://addons.heroku.com/, and any successor websites.

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

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

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

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

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

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

2.   SUPPORT

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

3.   USE OF SFDC SERVICES AND CONTENT

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

3.2.   Customer Responsibilities. Customer will (a) be responsible for Users' compliance with the SFDC Service Terms, Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquires Customer Data, (c) submit Customer Data only in accordance with the Documentation and applicable laws and government regulations, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the SFDC Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (e) use the SFDC Services only in accordance with these SFDC Service Terms, the Documentation, Order Forms and applicable laws and government regulations, and (f) comply with terms of service of Non-SFDC Applications with which Customer uses SFDC Services or Content.

3.3.   Usage Restrictions. Customer will not (a) make the SFDC Services or Content available to, or use SFDC Services or Content for the benefit of, anyone other than Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the SFDC Services or Content, or include any SFDC Service or Content in a service bureau or outsourcing offering, (c) use the SFDC Services or Non- SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (d) use the SFDC Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the SFDC Services or third-party data contained therein, (f) attempt to gain unauthorized access to the SFDC Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of SFDC Services or Content in a way that circumvents a contractual usage limit, or use any SFDC Services to access or use any of SFDC's intellectual property except as permitted under these SFDC Service Terms, an Order Form, or the Documentation, (h) copy SFDC Services or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) access the SFDC Services or Content in order to build a product or service or to benchmark with a non-SFDC competitive product or service, (k) frame or mirror any part of the SFDC Services or Content, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (l) access the SFDC Services or Content in order to build a competitive product or service, or (m) reverse engineer the SFDC Services. Customer's or a User's intentional violation of the foregoing, or any use of the SFDC Services in breach of these SFDC Service Terms, Documentation or Order Forms, by Customer or Users that in SFDC's judgment imminently threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the SFDC Services.

3.4. **External-Facing Services**. If Customer subscribes to an SFDC Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, Customer will comply with, and be responsible for Users' compliance with, SFDC's External-Facing Services Policy at http://www.salesforce.com/company/legal/agreements.jsp as may be applicable to an SFDC Service, and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies.

3.5. **Removal of Content and Non-SFDC Applications.** If SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to such Content through the SFDC Services and/or may on notice to Reseller or to Customer require Customer to discontinue all use of such Content and, to the extent not prohibited by law, promptly remove such Content from its systems. If SFDC receives information that a Non-SFDC Application used with an SFDC Service by Customer may violate the External-Facing Services Policy or applicable law or third-party rights, SFDC may so notify Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non- SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may disable the applicable Content, SFDC Service and/or Non-SFDC Application until the potential violation is resolved. If so requested by SFDC, Customer shall certify such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such certification to any such third party claimant or governmental authority, as applicable.

4. NON-SFDC PROVIDERS

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

5. PROPRIETY RIGHTS AND LICENSES

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

5.2. **Access to Content.** Access to Content is subject to the terms of applicable Order Forms, these SFDC Service Terms and the Documentation.

5.3. **License by Customer to Host Customer Data and Applications.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, and any Non- SFDC Applications and program code created by or for Customer using the SFDC Services or for use by Customer with the SFDC Services, as necessary for SFDC to provide the SFDC Services in accordance with these SFDC Service Terms and the Documentation. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these SFDC Service Terms in or to any Customer Data, Non-SFDC Application or such program code.

5.4. **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.

5.5.   Federal Government End Use Provisions. SFDC provides the SFDC Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SFDC Services include only those rights customarily provided to the public as defined in these SFDC Service Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with SFDC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6.   SUBSCRIPTIONS, TERM AND TERMINATION

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

7.   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.

8.   INDEMNIFICATION

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

Indemnification by SFDC. SFDC will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SFDC in writing of, a Claim Against Customer, provided Customer (a) promptly gives SFDC written notice of the Claim Against Customer, (b) gives SFDC sole control of the defense and settlement of the Claim Against Customer (except that SFDC may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives SFDC all reasonable assistance, at SFDC's expense. If SFDC receives information about an infringement or misappropriation claim related to a Service, SFDC may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching SFDC's warranties under "SFDC Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SFDC, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-SFDC Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

9. NO LIABILITY

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

10. GENERAL

10.1. **Notice.** Any notice or other obligations that SFDC has to customers generally under the Documentation shall not apply as between SFDC and Customer. Any notices that SFDC is required to provide under the Documentation shall be provided by SFDC to the Reseller or Customer based on the circumstances and designated contact information for notices available to SFDC in the SFDC Services.

10.2. **Waiver.** No failure or delay by SFDC in exercising any right under these SFDC Service Terms will constitute a waiver of that right.

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

10.4. **Further Contact.** SFDC may contact Customer regarding new SFDC service features and offerings.

10.5. **Third Party Beneficiary**. SFDC shall be a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these SFDC Service Terms.

10.6. **Customer Communication with Reseller**. Customer shall communicate directly with Reseller for any contractual terms and additions.

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://www.carahsoft.com/Eula/Salesforce_MSA and all Schedules referenced by the Service Terms are made a part hereof.

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

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

Security, Privacy and Architecture of Sales Cloud, Service Cloud, Community Cloud, Chatter, Force.com, IoT Explorer, Site.com, Database.com, Einstein Analytics, Einstein Discovery, Work.com, Financial Services Cloud, Health Cloud, Salesforce CPQ and Salesforce Billing, and Messaging
Published: November 15, 2018

Salesforce's Corporate Trust Commitment
Salesforce is committed to achieving and maintaining the trust of our customers. Integral to this mission is providing a robust security and privacy program that carefully considers data protection matters across our suite of services, including data submitted by customers to our services ("Customer Data").

Services Covered
This documentation describes the architecture of, the security- and privacy-related audits and certifications received for, and the administrative, technical and physical controls applicable to, the services branded as Sales Cloud, Service Cloud, Community Cloud, Chatter, Force.com, IoT Explorer, Site.com, Database.com, Einstein Analytics[1] (formerly branded as Analytics Cloud), Einstein Discovery (provisioned after October 16, 2018), and Work.com and the managed packages branded as Salesforce CPQ and Salesforce Billing (together formerly branded as Salesforce Quote-to-Cash) as well as Health Cloud and Financial Services Cloud, and Messaging[2] (collectively, for the purposes of this document only, the "Covered Services"). For purposes of clarification, this documentation also applies to the foregoing services when sold as part of the packages branded as Employee Apps, App Cloud or Lightning Platform.

Some of the elements described in this documentation, such as log retention, back-ups, disaster recovery and return and deletion of data, do not apply to the temporary developer testing environments branded as "Scratch Orgs." The "Playground" demonstration environment related to Einstein Analytics is not part of the Einstein Analytics services provided under a customer's agreement with Salesforce. Customers may choose to use related products and features branded as Sales Cloud Einstein, Salesforce Inbox, Einstein Activity Capture, Einstein Bots, and Account Insights; use of these services is subject to both this documentation and the "Sales Cloud Einstein, Salesforce Inbox, Einstein Engagement Scoring, Einstein Bots, and Einstein Vision and Language" documentation. This documentation does not apply to other Salesforce services that may be associated with or integrate with the Covered Services, such as Einstein Discovery, IoT Cloud, LiveMessage, Marketing Cloud, and Quip. The Einstein Analytics Plus and Einstein Prediction services are subject to the Einstein Analytics, Einstein Discovery, and "Sales Cloud Einstein, Salesforce Inbox, Einstein Engagement Scoring, Einstein Bots, and Einstein Vision and Language" documentation. Documentation for those services is available in the Trust and Compliance Documentation section of help.salesforce.com.

The Einstein Discovery service is provided on the infrastructure described in this documentation for all

Customers who were first provisioned Einstein Discovery on or after October 16, 2018. For Customers who were first provisioned before October 16, 2018, please refer to the Einstein Discovery Classic documentation.

Architecture and Data Segregation

The Covered Services are operated in a multitenant architecture that is designed to segregate and restrict Customer Data access based on business needs. The architecture provides an effective logical data separation for different customers via customer-specific "Organization IDs" and allows the use of customer and user role-based access privileges. Additional data segregation is ensured by providing separate environments for different functions, especially for testing and production. The specific infrastructure used to host Customer Data is described in the "Infrastructure and Sub-processors" documentation available here.

Certain customers may have the option to subscribe to Covered Services hosted on the infrastructure of a public cloud provider ("Public Cloud Infrastructure"). This infrastructure is described in the "Infrastructure and Sub-processors" documentation. For customers who elect Public Cloud Infrastructure, this will mean the underlying physical infrastructure on which your Customer Data is stored will be with a public cloud provider for what is commonly referred to as Infrastructure as a Service, and the Covered Services will run on top of the public cloud provider. Unless otherwise noted in this documentation, customers who choose Public Cloud Infrastructure will receive the same services, software functionality and operational processes as described here.

Control of Processing

Salesforce has implemented procedures designed to ensure that Customer Data is processed only as instructed by the customer, throughout the entire chain of processing activities by Salesforce and its sub-processors. In particular, Salesforce and its affiliates have entered into written agreements with their sub-processors containing privacy, data protection and data security obligations that provide a level of protection appropriate to their processing activities. Compliance with such obligations as well as the technical and organizational data security measures implemented by Salesforce and its sub-processors are subject to regular audits. The "Infrastructure and Sub-processors" documentation describes the sub-processors and certain other entities material to Salesforce's provision of the Covered Services.

Third-Party Functionality

Certain features of the Covered Services use functionality provided by third parties. The Account Intelligence feature in Sales Cloud uses third-party architecture to locate and host content, such as news articles, that is rendered to your users. Although the name or website of an account being queried is

transmitted to such third party, your name and your organization's name are not associated. Customers can disable this feature.

When customers use Messaging to transmit or receive mobile messages, such as SMS messages, the content of those messages and related information about those messages are received by (a) aggregators – entities that act as intermediaries in transmitting mobile messages or provisioning mobile numbers, and (b) carriers – entities that provide wireless messaging services to subscribers via wireless or wireline telecommunication networks. Such aggregators and carriers access, store, and transmit message content and related information to provide these functions. For over-the-top messaging services, such as Facebook Messenger, the content of messages sent or received via such service and related information about such messages are received by entities that enable such over-the-top messaging services.

Audits and Certifications
The following security and privacy-related audits and certifications are applicable to the Covered Services.

- **Binding Corporate Rules (BCR) for Processors**: Customer Data submitted to the services branded as Sales Cloud, Service Cloud, Chatter, Community Cloud and Force.com is within the scope of the Salesforce BCR for Processors (except when hosted on the Public Cloud Infrastructure). The most current version of the Salesforce BCR for Processors is available on Salesforce's website, currently located at http://www.trust.salesforce.com.
- **EU-U.S. and Swiss-U.S. Privacy Shield certification**: Customer Data submitted to the Covered Services is within the scope of an annual certification to the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as administered by the U.S. Department of Commerce, as further described in our Privacy Shield Notice. The current certification is available at https://www.privacyshield.gov/list by searching under "Salesforce."
- **ISO 27001/27017/27018 certification**: Salesforce operates an information security management system (ISMS) for the Covered Services in accordance with the ISO 27001 international standard and aligned to ISO 27017 and ISO 27018. Salesforce has achieved ISO 27001/27017/27018 certification for its ISMS from an independent third party. The Salesforce ISO 27001/27017/27018 Certificate and Statement of Applicability are available upon request from your organization's Salesforce account executive.
- **Service Organization Control (SOC) reports**: Salesforce's information security control environment applicable to the Covered Services undergoes an independent evaluation in the form of SOC 1 (SSAE 18 / ISAE 3402), SOC 2 and SOC 3 audits. Salesforce's most recent SOC 1 (SSAE 18 / ISAE 3402) and SOC 2 reports are available upon request from your organization's Salesforce account executive.
- **TRUSTe certification**: Salesforce has been awarded the TRUSTe Certified seal signifying that Salesforce's Website Privacy Statement and privacy practices related to the Covered Services have been reviewed by TRUSTe for compliance with TRUSTe's Certification Standards.
- **Payment Card Industry (PCI)**: For the Covered Services, Salesforce has obtained a signed Attestation of Compliance ("AoC") demonstrating Level 1 compliance with the applicable Payment Card Industry Data Security Standard, as formulated by The Payment Card Industry Security Standards Council ("PCI DSS") as a data storage entity or third party agent from a Qualified

Security Assessor that is certified as such by The Payment Card Industry Security Standards Council. A copy of Salesforce's AoC is available upon request from your organization's Salesforce account executive. Customers must use either "Platform Encryption" for supported field types and file attachments or the "Classic Encryption" custom fields feature when storing personal account numbers ("PAN" or "credit card numbers") to benefit from Salesforce's PCI DSS AoC. Additionally, to benefit from Salesforce's PCI DSS AoC, customers should not implement the deterministic encryption option when using Platform Encryption. Information about "Platform Encryption" and "Classic Encryption" is available in the Salesforce Security Guide. Starting in June 2018, customers must use TLS 1.1 or greater when interacting with the Covered Services to benefit from Salesforce's PCI DSS AoC.

● **HITRUST certification:** For the Covered Services (excluding IoT Explorer and Salesforce CPQ and Billing), Salesforce has obtained HITRUST CSF Certification. A copy of Salesforce's HITRUST letter of certification is available upon request from your organization's Salesforce Account Executive

Additionally, the Covered Services undergo security assessments by internal personnel and third parties, which include infrastructure vulnerability assessments and application security assessments, on at least an annual basis.

Security Controls
The Covered Services include a variety of configurable security controls that allow customers to tailor the security of the Covered Services for their own use. Please see additional information on such controls in the Salesforce Security Guide.

Security Policies and Procedures
The Covered Services are operated in accordance with the following policies and procedures to enhance security:
● Customer passwords are stored using a one-way salted hash.
● User access log entries will be maintained, containing date, time, user ID, URL executed or entity ID operated on, operation performed (created, updated, deleted) and source IP address. Note that source IP address might not be available if NAT (Network Address Translation) or PAT (Port Address Translation) is used by Customer or its ISP.
● If there is suspicion of inappropriate access, Salesforce can provide customers log entry records and/or analysis of such records to assist in forensic analysis when available. This service will be provided to customers on a time and materials basis.
● Data center physical access logs, system infrastructure logs, and application logs will be kept for a minimum of 90 days. Logs will be kept in a secure area to prevent tampering.
● Passwords are not logged.
● Certain administrative changes to the Covered Services (such as password changes and adding custom fields) are tracked in an area known as the "Setup Audit Trail" and are available for viewing by a customer's system administrator. Customers may download and store this data locally.
● Salesforce personnel will not set a defined password for a user. Passwords are reset to a random

value (which must be changed on first use) and delivered automatically via email to the requesting user.

Intrusion Detection

Salesforce, or an authorized third party, will monitor the Covered Services for unauthorized intrusions using network-based and/or host-based intrusion detection mechanisms. Salesforce may analyze data collected by users' web browsers (e.g., device type, screen resolution, time zone, operating system version, browser type and version, system fonts, installed browser plug-ins, enabled MIME types, etc.) for security purposes, including to detect compromised browsers, to prevent fraudulent authentications, and to ensure that the Covered Services function properly.

Security Logs

All systems used in the provision of the Covered Services, including firewalls, routers, network switches and operating systems, log information to their respective system log facility or a centralized syslog server (for network systems) in order to enable security reviews and analysis.

Incident Management

Salesforce maintains security incident management policies and procedures. Salesforce notifies impacted customers without undue delay of any unauthorized disclosure of their respective Customer Data by Salesforce or its agents of which Salesforce becomes aware to the extent permitted by law.

Salesforce publishes system status information on the Salesforce [Trust website](). Salesforce typically notifies customers of significant system incidents by email, and for incidents lasting more than one hour, may invite impacted customers to join a conference call about the incident and Salesforce's response.

User Authentication

Access to Covered Services requires authentication via one of the supported mechanisms as described in the [Salesforce Security Guide](), including user ID/password, SAML based Federation, OpenID Connect, OAuth, Social Login, or Delegated Authentication as determined and controlled by the customer. Following successful authentication, a random session ID is generated and stored in the user's browser to preserve and track session state.

Physical Security

Production data centers used to provide the Covered Services have access control systems that permit only authorized personnel to have access to secure areas. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions, utilize redundant electrical and telecommunications systems, employ environmental systems that monitor temperature, humidity and other environmental conditions, and contain strategically placed heat, smoke and fire detection and suppression systems. Facilities are secured by around-the-clock guards, interior and exterior surveillance cameras, two-factor access screening and escort-controlled access. In the event of a power failure, uninterruptible power supply and continuous power supply solutions are used to provide power while transferring systems to on-site back-up generators.

Reliability and Backup

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All networking components, network accelerators, load balancers, Web servers and application servers are configured in a redundant configuration. All Customer Data submitted to the Covered Services is stored on a primary database server with multiple active clusters for higher availability. All Customer Data submitted to the Covered Services is stored on highly redundant carrier-class disk storage and multiple data paths to ensure reliability and performance. All Customer Data submitted to the Covered Services, up to the last committed transaction, is automatically replicated on a near real-time basis to the secondary site and backed up to localized data stores. Backups are verified for integrity and stored in the same data centers as their instance. The foregoing replication and backups may not be available to the extent the Health Cloud, Financial Services Cloud, Salesforce CPQ or Salesforce Billing managed package is uninstalled by a Customer's administrator during the subscription term because doing so may delete Customer Data submitted to such services without any possibility of recovery.

Disaster Recovery
Production data centers are designed to mitigate the risk of single points of failure and provide a resilient environment to support service continuity and performance. The Covered Services utilize secondary facilities that are geographically diverse from their primary data centers, along with required hardware, software, and Internet connectivity, in the event Salesforce production facilities at the primary data centers were to be rendered unavailable.

Salesforce has disaster recovery plans in place and tests them at least once per year. The scope of the disaster recovery exercise is to validate the ability to failover a production instance from the primary data center to the secondary data center utilizing developed operational and disaster recovery procedures and documentation.

The Covered Services' disaster recovery plans currently have the following target recovery objectives: (a) restoration of the Covered Service (recovery time objective) within 12 hours after Salesforce's declaration

of a disaster; and (b) maximum Customer Data loss (recovery point objective) of 4 hours. However, these targets exclude a disaster or multiple disasters causing the compromise of both data centers at the same time, and exclude development and test bed environments, such as the Sandbox service.

Viruses
The Covered Services do not scan for viruses that could be included in attachments or other Customer Data uploaded into the Covered Services by a customer. Uploaded attachments, however, are not executed in the Covered Services and therefore will not damage or compromise the Covered Services by virtue of containing a virus.

Data Encryption
The Covered Services use industry-accepted encryption products to protect Customer Data and communications during transmissions between a customer's network and the Covered Services, including through Transport Layer Encryption (TLS) leveraging at least 2048-bit RSA server certificates and 128 bit symmetric encryption keys at a minimum. Additionally, all data, including Customer Data, is transmitted between data centers for replication purposes across a dedicated, encrypted link utilizing AES-256

encryption.

Return of Customer Data
Within 30 days post contract termination, customers may request return of their respective Customer Data submitted to the Covered Services (to the extent such data has not been deleted by Customer). Salesforce shall provide such Customer Data via a downloadable file in comma separated value (.csv) format and attachments in their native format. Note that Customer Data your organization submits to Einstein Analytics instance groups for analysis is derived from other data to which your organization has access, for example, data stored by your organization using Service Cloud, Sales Cloud, third party applications, etc.

Deletion of Customer Data
After termination of all subscriptions associated with an environment, Customer Data submitted to the Covered Services is retained in inactive status within the Covered Services for 120 days, after which it is securely overwritten or deleted from production within 90 days, and from backups within 180 days. Physical media on which Customer Data is stored during the contract term is not removed from the data centers that Salesforce uses to host Customer Data unless the media is at the end of its useful life or being deprovisioned, in which case the media is first sanitized before removal. This process is subject to applicable legal requirements.

Without limiting the ability for customers to request return of their Customer Data submitted to the Covered Services, Salesforce reserves the right to reduce the number of days it retains such data after contract termination. Salesforce will update this Salesforce Security, Privacy and Architecture Documentation in the event of such a change.

Day 0, subscription terminates	Day 0 - 30	Day 30 - 120	Day 121 - 211	Day 121 - 301
	Data available for return to customer	Data inactive and no longer available	Data deleted or overwritten from production	Data deleted or overwritten from backups

Sensitive Data
Important: Customers must use either "Platform Encryption" for supported field types and file attachments or the "Classic Encryption" custom fields feature when submitting payment cardholder data and authentication data, credit or debit card numbers, or any security codes or passwords to the Covered Services. Customers may not otherwise submit such data to the Covered Services. For other categories of sensitive data, customers should also consider using "Platform Encryption" or "Classic Encryption."

For Salesforce CPQ and Salesforce Billing, the following types of sensitive personal data may not be submitted: information related to an individual's physical or mental health; and information related to the provision or payment of health care. Customers using Public Cloud Infrastructure may not submit to the

Covered Services Protected Health Information as defined under the U.S. Health Insurance Portability and Accountability Act.

For clarity, the foregoing restrictions do not apply to financial information provided to Salesforce for the purposes of checking the financial qualifications of, and collecting payments from, its customers, the processing of which is governed by Salesforce's [Website Privacy Statement](#).

Analytics

Salesforce may track and analyze the usage of the Covered Services for purposes of security and helping Salesforce improve both the Covered Services and the user experience in using the Covered Services. For example, we may use this information to understand and analyze trends or track which of our features are used most often to improve product functionality.

Salesforce may share anonymous usage data with Salesforce's service providers for the purpose of helping Salesforce in such tracking, analysis and improvements. Additionally, Salesforce may share such anonymous usage data on an aggregate basis in the normal course of operating our business; for example, we may share information publicly to show trends about the general use of our services.

Interoperation with Other Services

The Covered Services may interoperate or integrate with other services provided by Salesforce or third parties. Security, Privacy and Architecture documentation for services provided by Salesforce is available in the [Trust and Compliance Documentation](#) section of help.salesforce.com. Salesforce also provides a variety of platforms and features that allow Salesforce users to learn about Salesforce products, participate in communities, connect third party applications, and participate in pilots, testing and assessments, which are outside the scope of this documentation. Salesforce may communicate with users that participate in such platforms and features in a manner consistent with our [Privacy Statement](#). Additionally, Salesforce may contact users to provide transactional information about the Covered Services; for instance, through the Adoption Manager program or through system-generated messages, such as Chatter notifications. Salesforce offers customers and users the ability to deactivate or opt out of receiving such messages.