



Contract Number

21-751

SAP Number

County Administrative Office

Department Contract Representative	Stephenie Shea
Telephone Number	387-4919
Contractor	Carahsoft
Contractor Representative	
Telephone Number	
Contract Term	10/6/21-10/5/22 (Lines 8-15); 10/8/21-10/7/22 (Line Nos. 1-7) of Quote No. 31215377
Original Contract Amount	\$248,730.46
Amendment Amount	
Total Contract Amount	\$248,730.46
Cost Center	1100001000

Briefly describe the general nature of the contract:

Quote No. 31215377 dated 9/16/21 from Carahsoft for Salesforce.com Service Cloud licenses, and Business Units to be used with the Customer Relationship Management system.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Deputy County Counsel

Date 10-1-21

Reviewed for Contract Compliance

► _____
Date _____

Reviewed/Approved by Department

► _____
Date _____

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | 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: Stephenie Shea
Finance Analyst
County of San Bernardino
385 N Arrowhead Ave
San Bernardino, CA 92415 USA

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

EMAIL: Stephenie.Shea@cao.sbcounty.gov

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (909) 387-4919

PHONE: (703) 921-4084 **FAX:** (703) 871-8505

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

QUOTE NO: 31215377
QUOTE DATE: 09/16/2021
QUOTE EXPIRES: 10/16/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$253,510.04

TOTAL QUOTE: \$253,510.04

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0092	Service Cloud Enterprise Edition Includes Courtesy Administrators for Premier+ Success - Enterprise Edition Salesforce.com, Inc. - 121-0092 Start Date: 10/08/2021 End Date: 10/07/2022		\$1,417.02 OM	39	\$55,263.78
2	205-0175	Enterprise Edition Government Cloud 35% Net Price. Legacy. Requires Prior Approval Before Purchase 35% of Lines 1,5,&6 Salesforce.com, Inc. - 205-0175 Start Date: 10/08/2021 End Date: 10/07/2022		\$29,073.82 OM	1	\$29,073.82
3	121-0203	Sandbox (Full Copy) 30% Net Price 35% of Lines 1,5,&6 Salesforce.com, Inc. - 121-0203 Start Date: 10/08/2021 End Date: 10/07/2022		\$24,920.43 OM	1	\$24,920.43
4	121-0094	Knowledge Salesforce.com, Inc. - 121-0094 Start Date: 10/08/2021 End Date: 10/07/2022		\$842.55 OM	1	\$842.55
5	121-0157	Lightning Platform (Adminstrator) Salesforce.com, Inc. - 121-0157 Start Date: 10/08/2021 End Date: 10/07/2022		\$842.55 OM	5	\$4,212.75
6	121-0092	Service Cloud Enterprise Edition Includes Courtesy Administrators for Premier+ Success - Enterprise Edition Salesforce.com, Inc. - 121-0092 Start Date: 10/08/2021 End Date: 10/07/2022		\$1,685.11 OM	14	\$23,591.54



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
7	121-0225	Heroku - 1 Dyno Unit Salesforce.com, Inc. - 121-0225 Start Date: 10/08/2021 End Date: 10/07/2022		\$505.53 OM	2	\$1,011.06
8	107001	ExactTarget- Pro Edition Salesforce.com, Inc. - 107001 Start Date: 10/06/2021 End Date: 10/05/2022		\$9,574.47 OM	1	\$9,574.47
9	121-0387	Journey Builder (Professional) Salesforce.com, Inc. - 121-0387 Start Date: 10/06/2021 End Date: 10/05/2022		\$9,574.47 OM	1	\$9,574.47
10	121-0388	Journey Builder Contacts (1,000) Salesforce.com, Inc. - 121-0388 Start Date: 10/06/2021 End Date: 10/05/2022		\$0.00 OM	400	\$0.00
11	121-0354	Super Messages (1,000) Salesforce.com, Inc. - 121-0354 Start Date: 10/06/2021 End Date: 10/05/2022		\$1.60 OM	5500	\$8,800.00
12	121-0425	Pmr Success Plan - ExactTarget 20% of Net 20% of lines 8-10 & 13-15 Salesforce.com, Inc. - 121-0425 Start Date: 10/06/2021 End Date: 10/05/2022		\$16,835.74 OM	1	\$16,835.74
13	121-0364	Additional Business Unit (+1) Salesforce.com, Inc. - 121-0364 Start Date: 10/06/2021 End Date: 10/05/2022		\$7,978.72 OM	5	\$39,893.60
14	121-0349	Additional Contacts (1,000) Pro Edition Salesforce.com, Inc. - 121-0349 Start Date: 10/06/2021 End Date: 10/05/2022		\$63.83 OM	385	\$24,574.55
15	121-0410	Additional Users (per user) Salesforce.com, Inc. - 121-0410 Start Date: 10/06/2021 End Date: 10/05/2022		\$561.70 OM	1	\$561.70
16		1 YR S-Docs Unlimited Edition S-Docs Inc. Start Date: 12/31/2021 End Date: 12/30/2022		\$183.83 OM	26	\$4,779.58
SUBTOTAL:						\$253,510.04

TOTAL PRICE: \$253,510.04

TOTAL QUOTE: \$253,510.04



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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
		Quote Special Terms; SF quote # 04778046 & 04898644				

PLEASE REFERENCE CARAHSOFT QUOTE # 31215377 ON THE PO

PLEASE INCLUDE THE FOLLOWING LANGUAGE ON YOUR PURCHASE ORDER TO AVOID ADDITIONAL TAX FEES

"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."

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.

Carahsoft will promptly and timely forward payments to Salesforce to ensure that your account remains current, and will indemnify you for all costs incurred as a result of Carahsoft's failure or delay. Breach by Carahsoft of its payment obligations to SFDC with respect to the subscription it is providing to Customer in connection with the SFDC Service Terms constitutes a material breach of the agreement. NO LIMITATION OF LIABILITY SET FORTH IN OTHER TERMS INCORPORATED INTO THIS QUOTE SHALL APPLY TO CARAHSOFT'S PAYMENT OBLIGATIONS HEREIN.

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

Product Special Terms



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		Salesforce Shield Salesforce Shield is comprised of Platform Encryption, Event Monitoring and Field Audit Trail, and is subject to the Product Special Terms for Platform Encryption and Event Monitoring. In order to use the Einstein Data Detect feature, Customer's system administrator must first install the managed package available at: https://sfmc.co/install-datadetect .				
		Government Cloud Premier + Success Plan Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan (https://sfmc.co/bDsV6q) ("Premier + Plan"), as amended by the following. Support Personnel: Government Cloud Premier + Success Plan support will be provided by Qualified US Citizens, subject to these terms. "Qualified US Citizens" are individuals who (1) are United States citizens; (2) are physically located within the United States while performing the support; and (3) have completed a background check as a condition of their employment with Salesforce. Research and development personnel and personnel that provide Administration Services under Government Cloud Premier + Success Plan support, that have logical access to Customer Data, and infrastructure support personnel that provide Government Cloud Premier + Success Plan support that have physical access to the Salesforce Government Cloud infrastructure, will be Qualified US Citizens. All other personnel, including, Customer Success Managers, Success Account Managers, Customer Success Technologists and any other personnel engaged in customer success roles and providing customer success services (collectively referred to as "Success Representatives"), will not be Qualified US Citizens and will not have access to Customer Data 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.				
		Einstein Features SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.				
		Scratch Org The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster				



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		recovery, and return and deletion of data shall not apply to Scratch Orgs.				
		Heroku - Return, Hosting, and Deletion of Customer Data Upon termination or expiration of the Order Term, Heroku will terminate the customer database and delete data in accordance with the Documentation subject to the remainder of this paragraph. In the event that an Order Term expires, and where Customer has not affirmatively indicated that it wishes to discontinue its Heroku Services by either (1) requesting the return of Customer Data submitted to the Heroku Services as described in the Documentation, (2) deleting Customer Data and code ("Customer Data") submitted to the Heroku Services by deleting all accounts, or (3) making written request submitted to support@heroku.com indicating that Customer wishes to terminate its Heroku Services, Salesforce may, in its sole discretion, delay termination of the Heroku Services and continue to provide Services to Customer, invoicing Customer monthly in arrears for such service at SFDC's then-current rate ("Continuation Services") until the sooner of (a) such time as Customer makes a written request submitted to support@heroku.com to terminate such Continuation Services, or (b) SFDC ceases to provide Customer with Continuation Services in its sole discretion (but not longer than sixty days). Upon termination of the Continuation Services, Customer Data shall be deleted in accordance with the Documentation.				
		Free Sandbox with Enterprise 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.				
		Service Cloud Customer's use of this product is subject to the following restrictions: https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/sales-service-contractual-restrictions.pdf . Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.				
		Full Copy Sandbox As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.				
		Salesforce for Force.com Administration The Salesforce for Force.com (Administrator) or Lightning Platform (Administrator) subscriptions may not be accessed or used to enter, view or modify Leads, Opportunities, Products, Forecasts, Cases, Solutions or Campaigns. Customer understands that these functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the application) and therefore agrees to strictly monitor Users' use of such subscriptions and enforce the applicable restrictions. SFDC may audit Customer's use of the Salesforce for Force.com (Administrator) and Lightning Platform (Administrator) subscriptions at any time through the Service. Should any audit reveal unauthorized use of such subscriptions, SFDC will so notify Customer in writing (email permitted). If a subsequent audit reveals unauthorized use of the subscription, Customer agrees it will pay, within five (5) business days of notice of the audit results, the difference between (a) SFDC's list price for Enterprise Edition, Unlimited Edition or				



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		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.				
		Heroku - 1 Dyno Unit Each Heroku - 1 Dyno Unit subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., it is not enforced as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable limitation. SFDC may review Customer's use of such subscriptions at any time through the Service. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Dyno hours are tracked by SFDC on a per-second basis. Unused Dyno hours are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.				
		Courtesy Administrators for Admin Assist The Courtesy Administrators for Admin Assist are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Admin Assist in order to allow SFDC to perform the administration functions described in the Premier+ Success Plan ("Courtesy Administrator Subscriptions"). After Customer's execution of this Order Form, SFDC will provide Customer with instructions on how to set up the Courtesy Administrator Subscriptions. For clarity, the Courtesy Administrator Subscriptions are provided on a one-time basis and Customer may not add on any additional Courtesy Administrator Subscriptions during the Order Term despite anything to the contrary in any agreement between Customer and SFDC.				
		Event Monitoring Event Monitoring includes Event Monitoring Tableau-CRM App, which may not be used to upload or access external data sets other than the one external dataset provided as part of the Event Monitoring Tableau-CRM App subscription. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restriction. SFDC may monitor Customer's usage of the Event Monitoring Tableau-CRM App subscriptions at any time through the Services. Event Monitoring Tableau-CRM App is available in English only.				
		Platform Encryption Platform Encryption. Customer is responsible for creating its own customer-managed keys, which is/are used in conjunction with encryption keys created and managed by SFDC as described in the Documentation. Customer's customer-managed key is unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a customer-managed key, the encrypted Customer Data is irretrievable unless Customer has previously exported the customer-managed key and then imported such customer-managed key back into the Services. Customer is responsible for regularly backing up its customer-managed key and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S CUSTOMER-MANAGED KEY(S). Use of Platform Encryption may restrict the functionality of Service features as further described in the Documentation.				
		Usage Type Start Date End Date Quantity Overage Rate				
		Super Messages 10/6/2021 10/5/2022 8,000,000 USD 0.001				
		Pro Edition Contacts 10/6/2021 10/5/2022 514010152 400,000 USD 0.001				
		NOTICE - Contacts Contacts must be used before the End Date set forth in the Usage Details table herein – no rollover will be				



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		permitted. Usage fees do not include taxes or overage fees. Customer will be invoiced for any applicable taxes or overage fees as set forth in the Agreement and this Order Form. Usage will be calculated based on Central Standard Time. Additional units may be purchased at any time during the term of this Order Form; however, if Customer fails to order additional units prior to exhausting its then-current unit volume, the applicable overage rates for such units as set forth in this Order Form will apply. Overage fees will be billed monthly, in arrears, for each month that Customer exceeds its then-current volume. NOTICE - Marketing Cloud Einstein Customer acknowledges that SFDC may access Customer Data submitted to services and features branded as Einstein for the purpose of training and improving similar or related services and features, and Customer instructs SFDC to process its Customer Data for such purpose. SFDC retains all right, title, and interest in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning. SFDC will not share Customer's Customer Data with any other customers. Super Messages (1,000) A Quantity of 1 includes 1,000 Super Messages. Super Messages must be used within the applicable Order Start and End Dates. A detailed description of Super Messages and how they may be used can be found at http://www.sfdcstatic.com/assets/pdf/misc/marketing_cloud_super_message_bundles.pdf. The following "NOTICES" terms apply: Utilization. ExactTarget - Pro Edition Includes the following ExactTarget Services: 2,500,000 Super Messages per annum, 15,000 Contacts, and up to 15 users. In addition, the following Predictive Intelligence Services are included in this Edition: Intelligent Email (Predictive Email Content), and Web & Mobile Analytics. Additional information on features included in Pro Edition can be found at: http://sfdc.co/ETMCpricing. The following "NOTICES" terms apply: Email Messaging, Marketing Cloud Einstein, Predictive Intelligence, Contacts, and Utilization. The purchase of Professional Services is recommended for optimal implementation of Predictive Email Content. Implementation of Predictive Email Content is not required for use of other features within the Pro Edition. Additional Contacts - Pro Edition (1,000) The Volume set forth herein represents the number of Contacts purchased annually. Contacts may be used for Email Marketing only. Journey Builder The purchase of Professional Services is recommended for optimal implementation of Journey Builder. NOTICE – Email Messaging The Marketing Cloud Trust and Compliance Documentation at https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&language=en_US&type=1 as applicable to ExactTarget applies with respect to use of these Services. NOTICE - Predictive Intelligence Predictive Intelligence is provided using technology infrastructure different from that used by the ExactTarget Services. As a result, any representations, warranties and covenants regarding the service levels, support, privacy, security, or disaster recovery measures that are specific to the ExactTarget Services are hereby disclaimed with respect to Predictive Intelligence and otherwise replaced by the information described in the applicable Trust and Compliance Documentation. NOTICE - Utilization Utilization units must be used before the End Date set forth in the Usage Details Table herein – no rollover will be permitted. Usage fees do not include taxes or overage fees. Customer will be invoiced for any applicable taxes or overage fees as set forth in the Agreement and this Order Form. Usage will be calculated				



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		based on Central Standard Time. Additional units may be purchased at any time during the term of this Order Form; however, if Customer fails to order additional units prior to exhausting its then-current unit volume, the applicable overage rates for such units as set forth in this Order Form will apply. Overage fees will be billed monthly, in arrears. Contacts overage fees will be billed monthly for each month that Customer exceeds its then-current unit volume. Customer understands that usage limitations are contractual in nature (i.e., these limitations are not limited as a technical matter in the Services) and therefore agrees to strictly review its Users' usage and enforce the limits set forth herein. Customer must reference Quote number on Purchase Order. Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller. 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. Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC_TERMS_OF_USE.pdf and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order. All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier+ Support is going end of life. The following terms shall apply: http://www.carahsoft.com/government-cloud-terms. A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1				

INSURANCE REQUIREMENTS

Carahsoft agrees to provide insurance set forth in accordance with the requirements herein. If Carahsoft uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Carahsoft agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County of San Bernardino (County) and cover breach response cost as well as regulatory fines and penalties.
2. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
3. **Proof of Coverage.** The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
4. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
5. **Insurance Review.** Insurance requirements are subject to periodic review by the County. If the County Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management may change the insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.



SFDC TERMS OF USE

These SFDC Terms of Use ("TOU") govern Customer's use of the Services, and are deemed incorporated by reference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

1. DEFINITIONS

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

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

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

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

"Documentation" means the applicable Service's [Trust and Compliance](#) documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

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

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

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

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

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

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

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

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

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future

functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

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

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

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

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

3. NON-SFDC PRODUCTS AND SERVICES

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

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and

without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES

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

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

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

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

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

5. TERM AND TERMINATION

5.1. Termination of the Services. As permitted by applicable law, Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Reseller of its payment obligations to SFDC with respect to the subscriptions it is reselling to Customer in connection with these TOU.

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

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

5.4. No Refunds upon Termination. In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages.

6. WARRANTY DISCLAIMER

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

PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. 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 Services or Content in breach of these TOU, 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.

8. NO LIABILITY

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

9. 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.

10. GENERAL

10.1. Notice. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

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

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

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

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

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

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

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