

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **CARASOFT TECHNOLOGY CORPORATION** (“Carahsoft”), a Maryland corporation, registered to do business in Colorado, whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190. Carahsoft may be referred to herein as “Contractor”.

WITNESSETH:

WHEREAS, the Parties entered into a three-party agreement dated February 2, 2015, to provide cloud based technology services and licenses (“Agreement”), with **VERTIBA, LLC** as the third party; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and to increase the compensation to the Contractor for the purchase of additional third party licenses set out in the attached quotes below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 19 of the Agreement entitled “**TERM**” is amended to read as follows:

“**5. TERM:** The term of the Agreement is from January 1, 2015 through December 31, 2024.

2. Article 20.5.1 of the Agreement entitled “Maximum Contract Liability” is amended to read as follows: “20.5 Maximum Contract Liability:

20.5.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-THREE MILLION THREE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND THIRTY-EIGHT CENTS (\$23,314,860.38)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the Exhibits and Quotes. Any services performed beyond those in the Exhibits and Quotes are performed at Contractor’s risk and without authorization under the Agreement. The Quotes below are incorporated herein”

3. A new Article 53 is added to the Agreement:

53. PROHIBITED TERMS. Any term of or through this Agreement that requires the City to indemnify or hold Contractor, or a third party, harmless; requires the City to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that

conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

ATTACHED QUOTES

Quote No. 17870340

Quote No. 12758602

Quote No. 17832673

Quote No. 17854541

Quote No. 17854577

Quote No. 17978369

Quote No. 17978446

Quote No. 17978492

Quote No. 17982933

Quote No. 17983047

Quote No. 17590050

Quote No. 17796405

Contract Control Number: TECHS-202053694-02 (TECHS-201419193-02)
Contractor Name: CARAHSOFT TECHNOLOGY CORP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202053694-02 (TECHS-201419193-02)
CARAHSOFT TECHNOLOGY CORP

By: DocuSigned by:

BB279B81FB84436...

Name: Kristina Smith
(please print)

Title: Contracts Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



MuleSoft 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: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Beth.Drake@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 889-9821

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: 17870340
QUOTE DATE: 12/03/2019
QUOTE EXPIRES: 02/14/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$171,894.74

TOTAL QUOTE: \$171,894.74

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
1	MSJUMPSTARTPACK	<ul style="list-style-type: none"> •Anypoint MQ Base Subscription •Anypoint Security- Tokenization 50M Transactions •Titanium Subscription •Application Network Solution - Titanium •Additional Production Core ELA (Unlimited) MuleSoft Start Date: 12/02/2020 End Date: 01/14/2021	-	\$171,894.74	1	\$171,894.74
SUBTOTAL:						\$171,894.74
TOTAL PRICE:						\$171,894.74
TOTAL QUOTE:						\$171,894.74

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
T&E						
2	T&E	Estimated Travel and Expenses not to exceed* (Will be invoiced at actual costs) MuleSoft Start Date: 01/15/2019 End Date: 01/14/2022	-	\$165,000.00	1	\$165,000.00
SUGGESTED SUBTOTAL:						\$165,000.00



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- A Transaction is defined as a call on the service to tokenize, encrypt or mask a unique data element. Reversing this process requires an additional transaction. The process of tokenizing and de-tokenizing a data element therefore represents two transactions.
 - An Anypoint MQ API Request is a request made to retrieve one or more messages from the Anypoint MQ APIs as further defined in the Anypoint MQ Documentation. Each Anypoint MQ API Request includes up to 100 kilobytes of data.
 - Anypoint MQ API Requests over 100 kilobytes will count as multiple requests with no fractional units. If monthly usage in any given month exceeds the number of Anypoint MQ API Requests included in this Order Form, MuleSoft will invoice Customer for an Anypoint MQ Add-On Message Pack with 500M API requests per month. The new subscription plan will start on the first day of the subsequent month that usage exceeds the allotted amount and end on the final day of this Anypoint MQ subscription and the cumulative number of Anypoint MQ API Requests acquired during the Subscription Term shall become the basis for the subsequent renewal term. The price of the Anypoint MQ Add-On Message Pack will be \$25,263.16/yr and will be prorated based on the current subscription term.
 - Subscription fees for this 36-month, non-cancellable subscription are USD \$4,673,684.21, invoiced as follows:
 - USD \$1,557,894.74 invoiced on 1/2/2019
 - USD \$1,557,894.74 invoiced on 1/2/2020
 - USD \$1,557,894.74 invoiced on 1/2/2021
 - City and County of Denver will have the option to renew the Subscriptions on this Order Form for year 4 with the annual year-over year (YoY) price uplift of no more than 0.00% annually, which represents a Year 4 price of USD \$1,557,894.74
- Special Terms**
- For clarity, the "Anypoint Security - Tokenization 50M Transactions" Subscription includes fifty (50) million transactions per month.
- Anypoint Platform Definitions:**
1. "Application Network Solution" means the combination of:
 - a Flexible Hybrid Deployment of up to the number of Production Cores of the Software or Production vCores of the Cloud Offerings as specified on the Order Form.
- Notification and deployment terms located here: <https://www.MuleSoft.com/prod-subscription-plans>;
- Unlimited license to Pre-Production Cores of the Software and, at Customer request, unlimited use license to Pre-Production vCores as more fully defined below;
 - To the extent Customer is using the Production Cores or Production vCores for API management, unlimited managed API traffic and Anypoint API Portal access;
 - 18 VPCs
 - 4 Load Balancers
 - Titanium Level Support;
 - Application performance monitoring
 - Distributed log management and search
 - Real-time metrics at 10 second intervals: also known as application performance metrics
 - Enterprise alerting at 5 second intervals
 - End-to-end transaction tracing
 - Dependency mapping
 - Hyperscale Storage as more fully defined below;
 - Flexible data storage deployment
 - Self prescribed data retention
 - Customizable and templated dashboards
 - External Identity Management Integration , Business Groups, Global Cloud Deployment and High Availability;
 - Upon request, Flexible Hybrid Deployment(4)
 - Surge Capabilities as more fully defined below;
 - Unlimited access to Anypoint Studio;



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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•Access to unlimited standard and premium MuleSoft Anypoint Connectors (MuleSoft built, marketed and sold connectors);
 •To the extent that Customer is deploying Cores for its Flexible Hybrid Deployment, High Availability;
 •To the extent that Customer is deploying vCores for its Flexible Hybrid Deployment, Virtual Private Cloud, CloudHub
 •At Customer's request, unlimited access to Anypoint Templates and a private tenant in Anypoint Exchange;
 •Services set forth in Application Network Solution SOW;
 •240 Flexible Training Credits (as more fully defined below);
 •At Customer's request, executive business reviews to occur twice annually at mutually agreed upon times;
 •One (1) seat on a MuleSoft Customer Advisory Board.

Additional Capacity to Production/Pre-Production vCores: In the event Customer needs additional Production/Pre-Production vCores beyond 250 vCores, Customer may purchase additional Production/Pre-Production vCore Subscriptions by entering into additional Order Forms with MuleSoft. Fees for additional Production/Pre-Production vCores will be \$1,315.79 per Production/Pre-Production vCore per year.

Additional Capacity to Design vCores: In the event Customer needs additional Design vCores beyond 125 vCores, Customer may purchase additional Design vCore Subscriptions by entering into additional Order Forms with MuleSoft. Fees for additional Design vCores will be \$1,315.79 per Design vCore per year.

Hyperscale Storage. During the Subscription Term, Customer shall be entitled to 25,600 GB of storage as a part of the Titanium Subscription purchased herein.

Surge Capabilities. On two occasions per year, Customer is hereby granted a 10-day license to increase the number of Production Cores and vCores, collectively, to an amount equal to two times (2x) the capacity of Production Cores and Production vCores identified in the Order Form. To utilize this license, Customer's authorized representative shall submit a Surge Deployment Notification to MuleSoft, which notification shall request license keys for Cores or log-in credentials for vCores for the additional capacity being added. Within forty-eight (48) hours of receipt of such Flexible Deployment Notification, MuleSoft shall issue license keys for Cores or log-in credentials to Customer. At the end of each such 10-day surge period, Customer's license hereunder shall terminate.

Flexible Training Credits. Customer may use 240 Flexible Training Credits towards the purchase of MuleSoft Training and Certification Services. Each credit may be used to purchase \$263.16 USD list value of training courses or certification exams, and each such service has a price in both dollars and credits. The value of each training session will be based on the then-current list price. Any Flexible Training Credits included as part of the Application Network Solution not consumed within twelve (12) months of the execution of this Order Form will expire with no further obligation from MuleSoft.

This purchase is governed by the End User License Agreement
 terms:<https://www.mulesoft.com/legal/terms/EULA>



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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
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FROM: Stephen Fink
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EMAIL: chad.mitchell@denvergov.org

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PHONE: (303) 915-2642

PHONE: (703) 230-7586

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: 12758602
QUOTE DATE: 12/06/2018
QUOTE EXPIRES: 01/31/2019
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$4,838,684.21

TOTAL QUOTE: \$4,838,684.21

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	MSJUMPSTARTPACK	<ul style="list-style-type: none"> •Anypoint MQ Base Subscription •Anypoint Security- Tokenization 50M Transactions •Titanium Subscription •Application Network Solution - Titanium •Additional Production Core ELA (Unlimited) •Additional Services: Consulting (Per Hour)- Solution Architect (Quantity- 800) Start Date: 01/15/2019 End Date: 01/14/2022 	\$4,673,684.21 -	1	\$4,673,684.21
2	T&E	Estimated Travel and Expenses not to exceed* (Will be invoiced at actual costs)	\$165,000.00 -	1	\$165,000.00

SUBTOTAL: \$4,838,684.21

TOTAL PRICE: \$4,838,684.21

TOTAL QUOTE: \$4,838,684.21



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Anypoint Platform Definitions:

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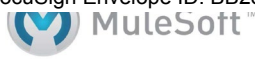
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- Access to unlimited standard and premium MuleSoft Anypoint Connectors (MuleSoft built, marketed and sold connectors);
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This purchase is governed by the End User License Agreement terms: <https://www.mulesoft.com/legal/terms/EULA>

carahsoft

City and County of Denver

Statement of Work
12758602

December 5, 2018

SOLUTION PROVIDED BY



CARASOFT TECHNOLOGY CORP.

1860 MICHAEL FARADAY DRIVE, SUITE 100

RESTON, VA 20190



STATEMENT OF WORK TITLE (“SOW”):

MuleSoft Assistance for Carahsoft to City and County of Denver

SOW Reference ID: Carahsoft_CCD_ANS Catalysts_20180823

20180823

December 5th, 2018

Order Form/ Standard Terms

This SOW is governed by the terms of Carahsoft Q#12758602 and the City and County of Denver Contract #201419193. In the event of any conflict between this SOW and the Contract, the Contract shall govern.

Estimated Duration

Project start date: [15 January 2019]

Project end date: [15 January 2020]

Services

MuleSoft will assist City and County of Denver (“End Customer”) with their Mulesoft Anypoint Platform investment by providing the following services:

- MuleSoft Catalyst Launch services to establish the Anypoint Platform, delivery projects, establish a Center for Enablement (C4E), set up internal support, train the End Customer resources while helping Client achieve their business objectives and goals.
- MuleSoft Catalyst Scale services to refine/scale the MuleSoft Anypoint Platform, deliver on projects, drive C4E consumption, refresh training activities and internal support capabilities.
- MuleSoft Catalyst Optimize services to review and determine the current state across Anypoint Platform, projects, Center for Enablement (C4E), internal support and training.
- Additional services to support the adoption and acceleration of the MuleSoft Anypoint Platform.]for Distributor to [City and County of Denver (CCD)] for the joint plan.

MuleSoft Catalyst Launch services to establish the Anypoint Platform, delivery projects, establish a Center for Enablement (C4E), set up internal support, train End Customer resources while helping Client achieve their business objectives and goals.. This includes the following streams and steps:

- Business Outcomes
 - Agree on impact/value, objective, initiative, use cases and KPI's
 - Develop an End Customer success plan that captures business goals, key stakeholders, KPIs, governance and cadence.
- Technology Delivery:
 - Anypoint Platform:
 - Define and design the Anypoint Platform: Define the Anypoint platform architecture within the End Customer environment. This includes deployment model for the MuleSoft runtimes and Anypoint Platform, physical architecture, environments model, common services frameworks, NFR's including security, SDLC and CI/CD. Define the Platform milestones and Platform MVP
 - Deploy the Anypoint Platform: Deploy (install or configure) the Anypoint Platform and MuleSoft runtimes. Implement common services frameworks, NFR's including Security, CI/CD pipeline and Dev Ops approach
 - Measure Anypoint Platform: Measure and track Anypoint Platform milestones and KPIs
 - Projects:
 - Project prioritization: Analyze projects and prioritize based on business value, criticality and reuse potential. Define the project milestones, quick wins
 - Define reference architecture: Define the solution architecture to support the prioritized projects and use cases. Establish and design the foundational reusable assets that will address requirements within the End Customer environment
 - Launch initial projects and quick wins:
 - Conduct iterative development sprints to implement prioritized use cases which includes:



- Planning (functional and non-functional)
 - Configuration and build (incl. CI/CD)
 - Testing (unit testing including MUnits)
 - Sprint demos, feedback, reviews
 - Provide testing support (SIT, UAT)
 - Deploy, provide post go live support and transition
- Measure projects: Measure and track project milestones, go-live's and KPIs.
- Organizational Enablement:
 - C4E Foundation: Assess the organization integration capabilities, establish the initial C4E operating model, build and publish onboarding/on ramp guides/checklists and evangelize the C4E. Building the foundational assets and setting up Exchange 2.0 will be defined as part of technology delivery stream
 - Internal Support Model:
 - Onboard MuleSoft: Onboard Client on to MuleSoft including onboarding session and establishing support contacts
 - Determine the support operating model: Agree on internal support capability and responsibilities. Align on issue resolution and escalation process: Agree on support roles, training and support KPIs
 - Staff, train and launch MuleSoft support team
 - Publish support guidance and self-serve materials: Develop runbooks, knowledge base, FAQ's for Client to operate and manage MuleSoft
 - Talent Foundation:
 - Agree on initial roles: Agree on the initial training roles, training paths and training KPIs
 - Train the initial teams: Complete initial MuleSoft training on MuleSoft architecture, development, operations and management
 - Conduct skills assessments: Conduct skills assessments to determine gaps in training and skills
 - Develop broader training plan: Provide recommendations for advanced trainings and certifications. Conduct skills transfer through on the job training and workshops
 - Launch experiential learning opportunities

This includes assisting Client with the following phases and activities:

Phase	Activities	MuleSoft Resource (Estimated Effort)	Client Resource
Technology Delivery – Project and Platform			
Discovery and planning	<ul style="list-style-type: none"> • Define the high level logical and physical architecture. • Assist End Customer in identifying and defining the key milestones to achieve a Anypoint Platform MVP including Anypoint Platform KPIs to measure and track • Analyze the use cases with End Customer. Review internal and external systems. Assist End Customer and prioritize the sprints for the implementation phase based on criticality, re-use potential • Assist End Customer in identifying and defining the key milestones including project KPIs to measure and track • Analyze the requirements related to common services around logging, error handling, monitoring, configuration, authentication, authorization and auditing 	Solution Architect (40 hours) Delivery Manager (20 hours)	Project Manager (full time) Architect/Developer (Architect - full time) SME's (part time – based on activity) IT Operations (part time – based on activity)



MuleSoft™

Architecture and Design	<p>Partner with Client on the following activities:</p> <ul style="list-style-type: none"> ● Define the MuleSoft + Client Anypoint platform Architecture. This includes the deployment architecture, physical architecture, security architecture ● Define the environments and deployment model for non-production and production ● Define common services design and frameworks around logging, error handling, monitoring, configuration, authentication, authorization and auditing ● Identify and define the MuleSoft reference architecture (solution architecture) based on Client Prioritized initiatives while including a flexible design that factors reuse of frameworks, services and APIs ● Identify and define high level integration pattern's and API's (System, Process and Experience API's) using API led approach. ● Review CI/CD best practices with MuleSoft. Define approach for code migration and continuous integrations and continuous deployment ● Document architecture and design details in a design reference document and review with Client 	<p>Solution Architect (80 hours) Delivery Manager (16 hours)</p>	<p>Project Manager (part time) Architect/Developer (Architect - full time, Developer – part time) SME's (part time – based on activity) IT Operations (part time – based on activity)</p>
Implementation (Including installation and configuration)	<p>MuleSoft will leverage Region's business, domain and technical knowledge and assist in the following iterative sprints:</p> <ul style="list-style-type: none"> ● Install and configure MuleSoft (Cloudhub or MuleSoft on-premise runtime) in -non-production environment and production environment. ● Configure Anypoint Platform - API Manager including API policies, Anypoint Exchange/Portal, business groups ● Test Anypoint platform and Mule runtimes. ● Develop common services frameworks for logging, error handling, alerting, configuration, authentication, authorization and auditing. ● Integrate Anypoint platform End Customer IDP (SAML 2.0 or OpenID connect) ● Implementation and unit testing of Initial End Customer use cases: <ul style="list-style-type: none"> ○ Implement the required system API's ○ Implement process API's and integration patterns, perform the necessary orchestrations and transformations ○ Implement the experience API's ○ Configure API manager including API policies for the initial use cases. ● Use Cases in scope: (1) simple, (2) medium and (2) high levels of complexity 	<p>Solution Architect (200 hours) Senior Consultant (440 hours) Delivery Manager (64 hours)</p>	<p>Project Manager (part time) Architect/Developer (Architect – part time, Developer – full time) SME's (part time - based on activity) IT Operations (Part time - based on activity)</p>



	<ul style="list-style-type: none"> Populate Anypoint Exchange with above artefacts. This includes the system, process, experience, core services APIs and frameworks, guides, documents. Enable End Customer's resources through development shadowing. 		
Deploy and Transition	<ul style="list-style-type: none"> Assist Client with deployment activities including validating CI/CD pipeline Assist End Customer in the SIT testing cycle. Help resolve any defects identified from the testing cycle for the above use cases. Assist End Customer in post go live support. Enable Region resources during deployment phase. Define a transition plan and associated activities. Transition with Client per transition plan. 	Senior Consultant (120 hours) Delivery Manager (12 hours)	Project Manager (part time) Architect/Developer (Architect – part time, Developer – part time) SME's (part time – based on activity) IT Operations (Part time – based on activity) Test lead/Test team – full time during testing phase
Organization Enablement			
C4E Foundation	<ul style="list-style-type: none"> Assess organizational capabilities. <ul style="list-style-type: none"> Conduct a capability assessment through a series of interviews along the following dimensions <ul style="list-style-type: none"> Strategy Organization Governance Architecture Delivery/SDLC Operations Community and evangelism Produce a capability assessment readout and assessment. Review current gaps and recommendations with the End Customer environment. Define target state and areas to focus on as part of the C4E foundation. Establish initial C4E Operating model <ul style="list-style-type: none"> Define initial C4E approach/model to build out federated integration capabilities Define initial C4E team, roles and responsibilities and interactions with organization Mentor and coach C4E team on API led connectivity approach, C4E approach to building reusable assets, templates, MuleSoft best practices. Build detailed C4E work plan that includes key milestones and roadmap for a defined scope of activities. Establish reporting cadence. Establish Anypoint Exchange as the central hub for saving, sharing, and discovering common assets. 	Solution Architect (160 hours) Delivery Manager (80 hours)	Project Manager (part time) C4E Lead (part time) C4E Platform and C4E API Architect (Full time) C4E Dev ops (part time based on C4E phase)



	<ul style="list-style-type: none"> ○ Build asset feedback model. (e.g., who produces assets, who productizes assets for broader consumption, etc.). ○ Define KPIs, establish KPI dashboard, KPI tracking mechanism (Sample KPI's include consumption, developer engagement and productivity). ● Build and publish foundational assets <ul style="list-style-type: none"> ○ Define the enterprise domains to align API's. Build API roadmap. ○ Harvest initial set of reusable assets (e.g., API templates, Integration templates, common services frameworks, Munit framework, CI pipeline etc). ○ Harvest initial set of best practices (e.g., coding & standards guidelines, common API patterns, API security, microservices, API best practices. ○ Jointly develop a customized onboarding/ onramp process to enable developers to get started on MuleSoft, discover assets, and consume assets. ○ Populate, organize and categorize Anypoint Exchange with C4E foundational assets (*as part of Technology Delivery). ● Evangelize C4E <ul style="list-style-type: none"> ○ Evangelize C4E and concept of reusable assets to potential teams (e.g., brown bags, think tanks, demos, dev forums, hackathons) to educate them - ○ Onboard and enable project teams to consume the C4E assets. ○ Review proper use of C4E process and assets. ○ Refine assets based on applying to new uses cases. ○ Harvest new assets. ○ Measure and report on KPIs that were agreed and publish as part of reporting cadence. (Sample KPI's include consumption, developer engagement and productivity). 		
Internal Support	<ul style="list-style-type: none"> ● Assist End Customer in developing run books for operation and maintenance of the Anypoint platform, APIs and applications. ● Assist End Customer in establishing knowledge base including FAQs, articles etc. 	Senior Consultant (40 hours) Delivery Manager (4 hours)	Project Manager (part time) IT Operations (Full time)



Talent Foundation	<ul style="list-style-type: none">• Skills transfer through on the job training.• Conduct skills assessments and provide recommendations for advanced trainings and certifications.	Delivery Manager (hours NA)	Project Manager (part time) For Skills Assessment: <ul style="list-style-type: none">- Architect- Developer- IT Operations
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MuleSoft Catalyst Scale services to refine/scale the MuleSoft Anypoint Platform, deliver on projects, drive C4E consumption, refresh training activities and internal support capabilities. This includes the following streams and steps:

- Technology Delivery:
 - Anypoint Platform:
 - Refine and Scale Anypoint Platform: Review platform architecture including deployment architecture and platform components. Refine and revise (as applicable) the Anypoint platform architecture based on use cases, SLA's, internal End Customer capabilities. This includes reviewing and refining platform components (API Manager, API portals, API policies, Anypoint Runtime Manager (ARM)), CI/CD, common services and performance tuning activities as applicable
 - Measure Anypoint Platform KPIs - Measure and track Anypoint Platform milestones and KPIs
 - Projects:
 - Onboard Additional Project teams - Analyze additional projects and prioritize based on business value, criticality and reuse potential. Define the Project milestones, project plans. Define the solution architecture to support the prioritized projects, use cases while factoring C4E assets, frameworks and reusable APIs
 - Launch Additional Projects:
 - Conduct iterative development and performance tuning sprints
 - Provide testing support (SIT, UAT)
 - Deploy, provide post go live support and transition
 - Measure projects KPIs - Measure and track project milestones, go live and KPIs
- Organizational Enablement:
 - Center for Enablement:
 - Drive consumption: Review the C4E current state. Gather feedback, harvest assets/best practices, refine/create new assets including the onboarding guides. Review C4E operating model and refresh as applicable. Onboard additional tenants onto the C4E
 - Measure C4E KPIs: Measure and track C4E KPIs
 - Internal Support:
 - Monitor Anypoint Platform: Refresh existing runbooks and FAQ's. Create new runbooks, knowledge base, FAQ's for End Customer to operate and manage MuleSoft.
 - Measure Support KPIs: Measure and track support KPIs
 - Training:
 - Conduct skills assessments: Conduct skills assessment and provide recommendations for advanced trainings and certifications.
 - Develop Broader training plan:
 - MuleSoft advanced product training for devops resources. Onboard new teams onto initial training
 - Skills transfer through on the job training, workshops on API led, microservices, design for reuse
 - Training content for internal portals and C4E
 - Measure training KPIs: Measure and track training KPIs
- Business Outcomes
 - Refresh the success plan based on new business initiatives and goals. Incorporate feedback from executive reviews. Measure the business outcomes and KPIs

This includes assisting End Customer with following phases and activities:

Phase	Activities	MuleSoft Resource (Estimated Effort)	Customer Resource
Technology Delivery – Project and Platform			
Discovery and planning	<ul style="list-style-type: none"> ● Review End Customer's Anypoint platform architecture: <ul style="list-style-type: none"> ○ Review deployment strategies (Cloud Console/Cloudhub Deployment, Cloud Console/On-premise deployment, On-premise console/On-premise runtimes) 	Solution Architect (40 hours)	Project Manager (full time) Architect/Developer (Architect - full time)



	<ul style="list-style-type: none"> o Revisit deployment scenarios and revise (as applicable) based on use cases, SLA's, internal capabilities, usage, security. o Review Anypoint Platform components including Anypoint Manager, API Portal/Exchange 2.0 and ARM o Assist End Customer in identifying and defining the key milestones to refine and scale Anypoint Platform including the Anypoint Platform KPIs to measure and track • Analyze the additional use cases and projects with End Customer environment. <ul style="list-style-type: none"> o Review End Customer's internal and external systems o Assist the Customer with prioritizing the sprints for the implementation phase based on criticality, re-use potential and C4E assets o Assist the Customer in identifying and defining the key milestones including project KPIs to measure and track. 		<p>SME's (part time – based on activity)</p> <p>IT Operations (part time – based on activity)</p>
Architecture and Design	<p>Assist with Customer on the following activities:</p> <ul style="list-style-type: none"> • Revise and document the MuleSoft + End Customer's Anypoint platform Architecture. This includes the deployment architecture, physical architecture, security architecture. This also includes Anypoint Platform components • Refine the environments and deployment model for non-production and production environments including CI/CD • Enhance common services design and frameworks around logging, error handling, monitoring, configuration, authentication, authorization and auditing • Revise the MuleSoft reference architecture (solution architecture) based on End Customer's prioritized use cases • Identify and design the integration pattern's and API's (System, Process and Experience API's) using API led approach for End Customer's prioritized use cases while taking into consideration in C4E assets, frameworks and reusable APIs • Document architecture and design details in a Architecture Blueprint document and review with End Customer 	<p>Solution Architect (40 hours)</p> <p>Delivery Manager (8 hours)</p>	<p>Project Manager (part time)</p> <p>Architect/Developer (Architect - full time, Developer – part time)</p> <p>SME's (part time – based on activity)</p> <p>IT Operations (part time – based on activity)</p>
Implementation (Including Platform and common services enhancements and performance tuning)	<p>MuleSoft will leverage End Customer's business, domain and technical knowledge to deliver on the following in iterative sprints:</p> <ul style="list-style-type: none"> • Refine Anypoint Platform components - API Manager including API policies, Anypoint Exchange/Portal, business groups. Assist in organizing Exchange 2.0 • Implement the enhancements to common services frameworks around logging, error 	<p>Solution Architect (120 hours)</p> <p>Senior Consultant (40 hours)</p> <p>Delivery Manager (24 hours)</p>	<p>Project Manager (part time)</p> <p>Architect/Developer (Architect – part time, Developer – full time)</p> <p>SME's (part time - based on activity)</p>



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	<p>handling, monitoring, configuration, authentication, authorization and auditing</p> <ul style="list-style-type: none"> ● Implementation and unit testing of End Customer's use cases while taking into consideration in C4E assets, frameworks and reusable APIs: <ul style="list-style-type: none"> ○ Implement the required system API's ○ Implement process API's and integration patterns, perform the necessary orchestrations and transformations for End Customer's prioritized use cases ○ Implement the following experience API's ○ Configure API manager including API policies for the above use cases ● Populate Anypoint Exchange with above artifacts. This includes the system, process, experience, common services APIs, frameworks, guides and documents ● Assist End Customer in performance tuning the MuleSoft applications, APIs and on premise MuleSoft runtimes: <ul style="list-style-type: none"> ○ Design time tuning of MuleSoft applications, APIs and configuration ○ Runtime tuning of JVM, GC, MuleSoft runtimes ● Enable End Customer's resources through development shadowing 		IT Operations (Part time - based on activity)
Deploy and Transition	<ul style="list-style-type: none"> ● Assist End Customer with deployment activities including validating CI/CD pipeline ● Assist End Customer in the SIT testing cycle. Help resolve any defects identified from the testing cycle for the above use cases. ● Assist End Customer in post go live support. ● Enable End Customer resources during deployment phase. ● Define a transition plan and associated activities. Transition with End Customer per transition plan. 	<p>Senior Consultant (20 hours) Delivery Manager (12 hours)</p>	<p>Project Manager (part time) Architect/Developer (Architect – part time, Developer – part time) SME's (part time – based on activity) IT Operations (Part time – based on activity) Test lead/Test team – full time during testing phase</p>
Organization Enablement			
Drive C4E Consumption	<ul style="list-style-type: none"> ● Review C4E current state including adoption and maturity. Agree on activities to focus on as part of the C4E work plan ● Review and refine C4E Operating model (as applicable) <ul style="list-style-type: none"> ○ Review C4E model ○ Review C4E team, roles and responsibilities and interactions within organization including additional tenants ○ Review asset feedback model and funding models 	<p>Solution Architect (40 hours) Delivery Manager (20 hours)</p>	<p>Project Manager (part time) C4E Lead (part time) C4E Architect (Full time) C4E Dev ops (part time based on C4E phase)</p>



	<ul style="list-style-type: none"> ○ Revise operating model as applicable ● Review existing C4E assets and gather feedback ● Harvest reusable assets (e.g., API templates, Integration templates, common services frameworks, Munit framework, CI pipeline etc) ● Harvest best practices (e.g., coding & standards guidelines, common API patterns, API security, microservices, API best practices) ● Refine C4E assets and populate, organize and categorize within Anypoint Exchange ● Build and publish new assets as identified (EM - additional scope to be added) ● Refine customized onboarding/ onramp process to enable new tenants to get started on MuleSoft, discover assets, and consume assets ● Measure and report on C4E KPIs 		
Update Internal Support	<ul style="list-style-type: none"> ● Assist End Customer in updating run books for operation and maintenance of MuleSoft platform and applications. Create new runbooks for new projects/platform components ● Assist End Customer in updating knowledge base including FAQs, articles etc 	Senior Consultant (20 hours) Delivery Manager (4 hours)	Project Manager (part time) IT Operations (Full time)
Update Training plan	<ul style="list-style-type: none"> ● Conduct a series of interviews with End Customer resources by roles to understand current skill level, projects (current and future), development and operational practices. ● Facilitate and analyze results from self assessment questionnaires ● Document recommendations and review with End Customer. This includes recommendations on <ul style="list-style-type: none"> ○ Advanced MuleSoft courses ○ Additional complementary skills development ● Assist End Customer in building MuleSoft training content for internal training portals and C4E. ● Conduct training workshops on the following topics: ● Capture and measure Training KPIs 	Solution Architect (40 hours) Delivery Manager (16 hours)	Project Manager (part time) For Skills Assessment: - Architect - Developer - IT Operations



MuleSoft Catalyst Optimize services to review and determine the current state across Anypoint Platform, projects, Center for Enablement (C4E), internal support and training. Determine the End Customer's target state based on the maturity framework and its associated dimensions. Provide a set of recommendations based on desired state including guidance on prioritization including an actionable backlog.

This includes the following streams and steps:

- Technology Delivery:
 - Anypoint Platform:
 - Measure Anypoint platform KPIs - Measure Anypoint Platform milestones and KPIs. Review Anypoint Platform architecture including Mule runtime/Anypoint Platform component deployments, usage, common services frameworks and provide improvement recommendations
 - Projects:
 - Measure projects KPIs - Measure project milestones, go lives and KPIs. Conduct design reviews, API led approach and code reviews to ensure adherence to MuleSoft best practices and provide improvement recommendations
- Organizational Enablement:
 - Center for Enablement:
 - Measure C4E KPIs: Measure C4E KPIs. Conduct a capability assessment with C4E team to determine maturity, adoption and provide improvement recommendations
 - Internal Support:
 - Measure Support KPIs: Measure support KPIs. Review MuleSoft support cases ,health of runbooks and internal knowledge base and provide improvement recommendations
 - Training:
 - Conduct skills assessments: Conduct skills assessment, measure training KPIs and provide improvement recommendations
 - Business Outcomes
 - Measure the business outcomes and KPIs: Review the achieved business outcomes and associated KPIs . Refresh the success plan based on new business initiatives and goals.

This includes assisting End Customer with the following phases and activities:

Phase	Activities	MuleSoft Resource (Estimated Effort)	Customer Resource
Technology Delivery Review (Anypoint Platform and Projects)	<ul style="list-style-type: none"> ● Review End Customer's Anypoint Platform architecture: <ul style="list-style-type: none"> ○ Review Anypoint Platform KPIs ○ Review MuleSoft deployment including usage of Mule runtimes and Anypoint Platform components including Anypoint Manager, API Portal/Exchange 2.0 and ARM <ul style="list-style-type: none"> ▪ Test for resiliency, high availability, reliability and performance ○ Review common services frameworks and operations ○ Review CI/CD pipeline ● Review End Customer implemented MuleSoft projects: <ul style="list-style-type: none"> ○ Review project KPIs ○ Review solution design of projects and API led approach. <ul style="list-style-type: none"> ▪ Review for reusability and composability ▪ Review integration patterns and processing models 	Solution Architect (80 hours) Delivery Manager (20 hours)	Project Manager (full time) Architect/Developer (Architect - full time) SME's (part time – based on activity) IT Operations (part time – based on activity)



	<ul style="list-style-type: none"> ○ Conduct code reviews of APIs and integrations and review against MuleSoft best practices ● Determine target state and summarize recommendations in a readout and review with End Customer ● Assist End Customer with prioritization of activities and defining a backlog 		
<p>Organization Enablement Review (C4E, Internal support and Training)</p>	<p>Assist End Customer team with the following activities:</p> <p>C4E</p> <ul style="list-style-type: none"> ● Review C4E KPIs ● Assess the organizational capabilities across the following dimensions and review against previous assessment: <ul style="list-style-type: none"> ○ Strategy ○ Organization ○ Governance ○ Architecture ○ Delivery ○ Operations ○ Community & Evangelism <p>Internal Support:</p> <ul style="list-style-type: none"> ● Review support KPIs ● Review MuleSoft support tickets (internal and MuleSoft support) to understand trends ● Review runbooks and internal knowledge base <p>Training:</p> <ul style="list-style-type: none"> ● Review Training KPIs ● Conduct skills assessments to determine skill level of End Customer resources ● Determine target state and summarize recommendations in a readout and review with End Customer ● Assist End Customer with prioritization of activities and defining a backlog 	<p>Solution Architect (40 hours)</p> <p>Delivery Manager (24 hours)</p>	<p>Project Manager (part time)</p> <p>C4E Lead (Full time)</p> <p>C4E Architect (Full time)</p> <p>C4E Dev ops (part time)</p> <p>IT Operations (part time – based on activity)</p>



Additional services to support the adoption and acceleration of the MuleSoft Anypoint Platform

Phase	Activities	MuleSoft Resource (Estimated Effort)	End Customer Resource
Project Delivery, Adoption and Acceleration	<ul style="list-style-type: none"> ● Support Project Delivery, Adoption and Acceleration ● Best practices <ul style="list-style-type: none"> ○ CI/CD ○ Queueing ○ Tokenization ○ BI Reporting and Analytics <ul style="list-style-type: none"> ▪ Data Exposure ▪ Data Transformation ▪ Data Replication ● Install and Setup Anypoint Security Tokenization / Edge Runtime <ul style="list-style-type: none"> ○ This includes HA, clustering ● Configure Anypoint Security products to interface with existing logging and Monitoring systems ● Set up automated backup and recovery process ● Define Anypoint Security Use Case <ul style="list-style-type: none"> ○ Requirements & Design ○ Development ● Configure Anypoint Platform - API Manager including API policies, Anypoint Exchange/Portal, business groups <ul style="list-style-type: none"> ○ Or Install and configuration of Anypoint Platform Private Cloud Edition - API Manager including API policies, Anypoint Exchange/Portal, business groups ● Test the Anypoint Security and Mule runtimes. 	Solution Architect (800 hours)	Project Manager (full time) Architect/Developer (Architect - full time) SME's (part time – based on activity) IT Operations (part time – based on activity)

Project Roles

MuleSoft Team Project Roles

Roles	Responsibilities
Solution Architect	<ul style="list-style-type: none"> ● Participate in project kickoff and architecture review sessions ● Review requirements, participate in sprint planning and develop prioritized backlog of the services to be implemented ● Determine best practices for implementing the services ● Implement services per agreed upon sprint schedule ● Perform knowledge transfer activities ● Define and ensure adherence to architectural best practices and guidelines ● At targeted project stages, deliver summary of the engagement and final recommendation ● Provide coaching and mentoring to technical staff as required



Senior Consultant	<ul style="list-style-type: none"> ● Implement the services per the agreed to Sprint schedule ● Install/Configure Anypoint platform and Mule runtimes ● Ensure that the developed services adhere to architectural best practices and guidelines ● Conduct manual testing for implemented solution, and remediate issues ● Deploy to pre-production environments and assist with production deployment. ● Provide SIT and post go-live support
Delivery Manager	<ul style="list-style-type: none"> ● Assist End Customer Project Manager with MuleSoft specific project activities such as: <ul style="list-style-type: none"> ○ Provide MuleSoft high level project structure ○ Build and maintain the overall plan ○ Monitor, track & adjust against target business outcomes ○ Assist with the assessment of business priorities and challenges ○ Drive executive alignment and presentations ○ Conduct C4E Maturity Assessment interviews ○ Monitor MuleSoft requirements and timeline ○ Assist with MuleSoft issues and risks tracking and resolution ○ Manage MuleSoft consumed hours, budget and status

End Customer Team Project Roles

Roles	Responsibilities
Project Manager	<ul style="list-style-type: none"> ● Provide overall project direction and guidance. Demonstrate senior management commitment through active participation in the project. ● Ensure availability and commitment of End Customer contributors. ● Serve as escalation point for unresolved issues. ● Managing scope and technical resources ● Assist with the coordination of End Customer's SME and IT resources schedules and resolve internal barriers to progress.
Subject Matter Expert (SME)	<ul style="list-style-type: none"> ● Participate in the requirements and planning sessions ● Participate in the User Acceptance Testing and Usability Testing.
IT Operations	<ul style="list-style-type: none"> ● Provide network support for configuring ● Provide security requirements ● Participate in architecture discussions/decisions ● Oversee and participate in knowledge transfer ● Provide general support for network and system access as required ● Provides on-going operations support after go-live
MuleSoft Architect/ Developer	<p>In the event that End Customer will continue development of these applications after the engagement, a member of the End Customer's technical team with MuleSoft capabilities will perform the following:</p> <ul style="list-style-type: none"> ● Design and develop features and functionality ● Define and create test cases ● Conduct manual testing for implemented solution ● Provide ongoing assessments of deployed solutions ● Participate in knowledge transfer ● Assume responsibility for ongoing maintenance and support of MuleSoft delivered flows and integration.



C4E Lead	<ul style="list-style-type: none"> ● Provide oversight on C4E activities ● Custodian of the C4E operating model ● Ensure availability and commitment of core C4E team ● Maintains and executes to C4E work plan ● Communicates successes/issues to sponsor and stakeholders including C4E metrics ● Organize demos and brown bags to evangelize C4E ● Assume responsibility for ongoing maintenance and support of C4E including C4E metrics, asset ownership, C4E team, evangelism.
C4E Architect	<ul style="list-style-type: none"> ● Actively participate in platform architecture decisions ● Actively participate in reference architecture and design including API patterns, Integrations patterns. ● Design reusable assets, templates, frameworks, common services, guides, best practices ● Provide ongoing assessments of deployed solutions ● Assume responsibility for ongoing maintenance and support of C4E activities related to Architecture and design ● Participate in knowledge transfer
C4E Dev Ops	<ul style="list-style-type: none"> ● Develop, refine and maintain reusable assets, templates, frameworks, common services, guides, best practices ● Provide ongoing assessments of deployed solutions ● Provide C4E development support for integration projects on an adhoc basis ● Maintain Anypoint Exchange ● Maintain CI/CD tooling ● Assume responsibility for ongoing maintenance and support of C4E development and operations activities ● Participate in knowledge transfer

Engagement prerequisites

End Customer will provide MuleSoft with any relevant technical and resource information to enable sufficient preparation for a successful project. This may include:

- Functional and non-functional requirements documents including
 - Security and Architecture diagrams
 - Design documents
 - Sequence diagrams and workflows
 - Data structures
 - Interface specifications
 - Data mapping documents
 - File formats
- In lieu of MuleSoft consultants being able to utilize their own laptops to access End Customer systems, laptops provisioned for MuleSoft staff to utilize
- Access to endpoint systems

Assumptions

MuleSoft's ability to perform the Services and corresponding estimate(s) depends upon End Customer's fulfillment, as applicable, of the following obligations and the following project assumptions:

- End Customer will provide a Project Manager who will be the primary interface for the coordination and management of any MuleSoft activities.
- End Customer shall provide MuleSoft the infrastructure set up, testing data (if any) and timely access to relevant functional, technical and business resources, such as appropriate architects and engineers with adequate skills and knowledge, to support the performance of Services.
- MuleSoft will require availability and full access rights (whether console or remote as required by MuleSoft) to the target environment (physical or virtual server).
- Contact information (email, desk phone, mobile phone) will be made available for project members.
- Services will be performed onsite/remotely as mutually agreed between End Customer and MuleSoft.



- End Customer's development team will attend MuleSoft Anypoint Platform Development: Fundamentals training
- End Customer's Operations team will complete Operations training before the Production Deployment phase of the project.

End Customer Requirements

- **Documents:** Provide necessary design documents to MuleSoft consultants so MuleSoft has the insight to support the identified tasks.
- **Hardware and Facilities:** If appropriate, provide office space, phones, network connectivity and computer systems for any on-site personnel.
- **Licenses:** Obtain the software products identified in this SOW and third party licenses for development tools as needed to support the development and maintenance efforts.
- **Business Experts:** Provide timely access to business experts in order to resolve business process and data modelling issues. If necessary, End Customer will provide a translator to allow MuleSoft to work with non-English-speaking business experts.
- **Technical Consultancy:** Provide timely access to technical resources for supporting contractors

Price and Payment Schedule

The estimated duration and pricing for the Services are set forth below. Services will be completed on a Time & Materials basis. Acceptance of Services is upon delivery. Costs are exclusive of VAT and other similar taxes imposed in connection with the provision of Services provided under this SOW.

Resource	Estimated Duration (Hrs.)
Solution Architect	1680 hours
Senior Consultant	680 hours
Delivery Manager	324 hours

Any hours under this SOW not consumed within twelve (12) months from the date of execution of this SOW will expire with no further obligation from MuleSoft.

The estimated total for this SOW is for the labour costs only and does not include any costs for travel, living or other expenses, which are additional and payable by end User. MuleSoft requests at least three weeks advance notice for Services after execution of the SOW.

The Services will be performed on-site at the End Customer's offices and off-site at MuleSoft offices as appropriate. In accordance with the MuleSoft travel and expense policy, MuleSoft resources operate on a 5-4-3 work week that includes 5 days working on End Customer-related activities, 4 days at the End Customer site, and 3 nights away from home. This schedule typically corresponds to arriving at the End Customer work site on Monday morning and leaving on Thursday evening. Specific exceptions to this policy can be granted as needed.

Change Order

If at any point during the project the obligations or assumptions change, then a change order request must be issued. The change order request will address the adjustment to the project's scope, timelines and/or resources.

Additional Reimbursable Costs:

Reasonable expenses including travel and living costs and other project related costs (such as hardware and software which, with End Customer prior approval may be acquired by MuleSoft to support the project implementation) shall be invoiced to end user (approval of expenses in advance shall be required). MuleSoft consultants will be entitled to home (or equivalent) visits every weekend unless an agreement is reached on a case-by-case basis. Travel and Expense cost not to exceed \$165,000 for this SOW and shall be incorporated into any required purchase order to ensure timely payment. All travel will be done in accordance with the Federal Travel Regulation (FTR).



Hardware Sizing:

If end customer requires MuleSoft to provide a sizing and performance evaluation of hardware under this SOW, it will be provided solely in an advisory capacity and is only for End Customer's informational and internal use. End Customer acknowledges that it assumes responsibility for ensuring the platform's hardware capacity and scalability meets its project specific requirements.

City and County of Denver

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Carahsoft Technology Corp.

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Salesforce.com Government at Carahsoft



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TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17832673
QUOTE DATE: 01/08/2020
QUOTE EXPIRES: 02/07/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$2,532.35

TOTAL QUOTE: \$2,532.35

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER EVENTS						
1	204-1487R-L	Service Cloud - Performance Edition (Restricted Use) Salesforce.com, Inc. - 204-1487R-L Start Date: 02/13/2020 End Date: 02/12/2021		\$126.44 OM	15	\$1,896.60
DENVER EVENTS SUBTOTAL:						\$1,896.60
2	204-1305-2	Service Cloud Professional Edition Salesforce.com, Inc. - 204-1305 Start Date: 02/13/2020 End Date: 02/12/2021		\$635.75 OM	1	\$635.75
SUBTOTAL:						\$635.75
SUBTOTAL:						\$2,532.35
TOTAL PRICE:						\$2,532.35
TOTAL QUOTE:						\$2,532.35



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02103444, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02103444, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Scratch Org

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

Courtesy Administrators for Premier+ Success

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

Einstein Bots Feature

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

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



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		conversations at SFDC's then-current list price.			

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

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein

features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

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

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

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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products:

<https://www.mulesoft.com/legal/terms/EULA>



Salesforce.com Government at Carahsoft



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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17854541
QUOTE DATE: 01/13/2020
QUOTE EXPIRES: 02/09/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
PUBLIC HEALTH						
1	205-0115	Platform Encryption 20% Net Price / \$100 *Julie's license* Salesforce.com, Inc. - 205-0115 Start Date: 02/15/2020 End Date: 02/14/2021		\$425.69 OM	1	\$425.69
SUGGESTED SUBTOTAL:						\$425.69



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Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102922, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102922, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102883, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102883, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce Product Special Terms:

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Service Cloud-Performance Edition (Restricted Use)

Service Cloud - Performance Edition (Restricted Use) subscriptions ordered hereunder at pricing of \$9.36/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Knowledge, Live Agent, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.



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Einstein Bots Feature:

The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement. Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

Einstein Features:

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

Scratch Org:

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

Analytics Base Capacity:

Analytics Base Capacity is limited to 100 million data rows when used with Einstein Analytics Growth (including when used in conjunction with Sales Analytics App), 25 million data rows when used with Sales Analytics App only or 25 million data rows when used with Service Analytics App only, without regard to the corresponding number of Einstein Analytics Growth, Sales Analytics App subscriptions or Service Analytics App subscriptions. Customer understands that the foregoing limitations are contractual in nature (i.e. the data rows are not limited as a technical matter in the Services), and therefore agrees to strictly monitor its total number of data rows. SFDC may monitor Customer's usage of the Analytics Base Capacity subscriptions at any time through the Services. Should any monitoring reveal any use of Analytics Base Capacity subscriptions in violation of the above restrictions, Customer agrees it will pay, within five (5) business days of notice of the results, for an additional Analytics - Additional Data Rows (100 Million) subscription covering the remainder of the subscription term.

Einstein Analytics Growth:

The Sales Analytics App and Service Analytics App functionalities included as part of the Einstein Analytics Growth subscription are provided in English only.

Lightning Platform Starter:

Each Lightning Platform Starter User and other Lightning Platform Starter Users in such User's management



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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 Starter Users may access the Cases and/or Work Orders of other Lightning Platform Starter 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 Starter User is entitled to access no more than 10 custom objects through this subscription. Each Lightning Platform Starter 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.

Lightning Field Service+:

Lightning Field Service+ provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Lightning Field Service+, the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. Customer's use of this product is subject to the same restrictions as Lightning CRM identified at: <http://www2.sfdcstatic.com/assets/pdf/misc/lightning-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.

Partner Community/Customer Community (Logins/month):

Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the User Guide ("Permitted Users"). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The



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beginning and end of each calendar month will conform with U.S. Pacific Time.

Salesforce - Performance Edition:

Data.com. The Data.com features of Performance Edition are subject to the Data.com Notices and License Information and Data.com Security, Privacy and Architecture Documentation accessible at https://help.salesforce.com/apex/HTViewSolution?urlname=Data-com-Trust-and-Compliance-Documentation&language=en_US or through help.salesforce.com, without limiting any other documentation or user guide components applicable under the master subscription agreement between Customer and salesforce.com (the "MSA"). Data.com data is excluded from all warranties and salesforce.com indemnification obligations under the MSA, including without limitation those in the "SFDC Warranties," "Indemnification by SFDC" and similarly titled sections. Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Data.com or Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Salesforce - Performance Edition (No Data.com):

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Free Sandbox with Unlimited/Performance Edition:

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Force.com - Enterprise Application:

Subject to the restrictions below, each Force.com - Enterprise Applications subscription entitles 1 User access to Force.com - Enterprise Applications with up to 10 custom objects and 10 custom tabs. Customer shall assign such User a User profile or permission set that permits access to no more than 10 custom objects and 10 custom tabs, per Enterprise Applications subscription. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects and tabs are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects and tabs. SFDC may review Customer's use of Force.com - Enterprise Applications subscriptions at any time through the Service.

Courtesy Administrators for Premier+ Success:

The Courtesy Administrators for Premier+ Success are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Premier+ Success Plan in order to allow SFDC to perform the administration functions described in the Premier+ Success Plan ("Courtesy Administrator Subscriptions"). After Customer's execution of this Order Form, SFDC will provide Customer



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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.

Platform Encryption:

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).** Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Field Service Lightning - Dispatcher Terms:

Field Service Lightning - Dispatcher is intended for use by Users whose primary job function includes scheduling or optimization of Work Orders, Field Technicians or Assets. Field Service Lightning - Dispatcher may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service - Dispatcher provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms solely with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Field Service Lightning - Dispatcher, the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. Support for Field Service Lightning - Dispatcher is provided by Salesforce in accordance with support terms in the MSA. To resolve certain issues with the managed package, Salesforce may need to grant the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Field Service Lightning - Field Technician (Performance Edition) Terms:

Field Service Lightning - Field Technician (Performance Edition) is intended for use by Users whose primary job function includes working/closing Work Orders, conducting customer/field site visits and creating cases on behalf of customers as a result of those visits. Field Service Lightning - Field Technician (Performance Edition) may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service Lightning - Field Technician (Performance Edition) provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Field Service Lightning - Field Technician (Performance Edition), the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install> Field Service Lightning - Field Technician (Performance Edition) does not include the following functionality: Service Console,



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		Data.com, Live Agent, Sales Console.	-		
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Email Insights:

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.

Salesforce Inbox:

Each User must have a Microsoft Exchange or Gmail account in order to use Salesforce Inbox, each of which is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Salesforce Inbox may make available to Customer supplemental information about its Users' email contacts; if so, any such information is Content, not part of the Services, and is provided "As Is", with no warranties whatsoever. In order to access Salesforce Inbox, it must be activated by the Customer's system administrator via the following link:

<https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD>

Marketing Cloud Product Special Terms:

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Usage Details:

Super Messages: QTY 10,000,000 / Overage Rate: .004

Corporate Edition Contacts: QTY 140,000 / Overage Rate: .02

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 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.

NOTICE - Contacts:

Contacts 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 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.

Social Studio - Post Boosting

Social Studio - Post Boosting provides third-party functionality allowing Customer to integrate a Facebook Ad Account with Social Studio, and such third-party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Any payment obligations that Customer incurs in connection with the use of their Facebook Ad Account via Social Studio is solely between Facebook and Customer, and any billing for or processing of such payments will be managed solely by Facebook.

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.



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NOTICE - Einstein Engagement

Einstein Engagement is provided using technology infrastructure used by the Einstein Platform and the Marketing Cloud ExactTarget and Predictive Intelligence Services. As a result, any representations, warranties and covenants regarding the service levels, privacy, security, or disaster recovery measures that are specific to Marketing Cloud Services are hereby disclaimed with respect to Einstein Engagement and otherwise replaced by the information described in the applicable Trust and Compliance Documentation. Einstein Engagement is subject to the Marketing Cloud Trust and Compliance Documentation as applicable to ExactTarget and Predictive Intelligence and the Einstein Platform Trust and Compliance Documentation. The following "NOTICES" terms apply: Marketing Cloud Einstein.

ExactTarget - Corporate Edition:

Includes the following ExactTarget Services: 10,000,000 Super Messages per annum, 45,000 Contacts, and up to 45 users. In addition, Einstein Engagement Scoring and the following Predictive Intelligence Services are included in this Edition: Intelligent Email (Predictive Email Content), Web & Mobile Analytics, and Intelligent Web (Predictive Web Recommendations). Additional information on features included in Corporate Edition can be found at: <http://sfdc.co/ETMCpricing>. The following "NOTICES" terms apply: Location, Email Messaging, Mobile Messaging, Predictive Intelligence, Einstein Engagement Scoring, Utilization, and Contacts. The purchase of Professional Services is recommended for optimal implementation of Predictive Email Content and Journey Builder. Implementation of Predictive Email Content and Journey Builder are not required for use of other features within this Edition.

Social Studio - Automate - Pro:

Social Studio - Automate - Pro add-on includes 40 Actions and Historical Rules . If required by Customer during a subscription term, Customer may obtain Additional Actions at no additional charge upon receipt of an executed Order Form. "Action" means an automation process that executes a Rule within the Social Studio - Automate. A Rule is a defined condition or a set of conditions to automate one or more data-flow processes applied to a subset of Content returned against a Topic Profile. Each Rule requires at least 1 Action; therefore, Customer may configure a number of Rules equal to the number of Actions purchased, or a lesser number of Rules where Customer elects to have more than one Action apply to a single Rule. Historical Rules apply to Historical Data and are available for the lesser of 2 years or the amount of Historical Data that is available to Customer.

Social Studio - Social Accounts:

SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.

Social Studio (Publish, Listen & Engage) - Pro:

Includes: (a) 100 Topic Profiles within a single Tenant with an aggregate of 250,000 Mentions per month; (b) 50,000 Insights Credits per month; (c) 30 days of Historical Data per Topic Profile; (d) 1,000 Users; (e) Web Analytics; (f) 10 Social Accounts; and (g) API access. If required, additional Users and Topic Profiles may be purchased at no additional charge, upon receipt of an executed order form. Web Analytics and Historical Data (more than 30 days old) are available upon emailing marketingcloudsupport@Salesforce.com, with: Customer name, Tenant ID, email contact information, and for Historical Data, the applicable Topic Profile(s). Upon receipt of such required information, Salesforce.com shall provision the specified products. Insights Credits are applied to Insights Services which are deemed to be Non-SFDC Applications, sometimes referred to as Third Party Services. SFDC shall provision specified Insights Services upon receipt of an email to credits@Salesforce.com with the following required information: Customer name, Tenant ID (as assigned by SFDC), Topic Profile(s) name(s), email contact information, Insights provider, and start and end dates.



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Insights Credits expire at the end of the month and do not roll over to subsequent months. Sufficient Insights Credits are required to cover the monthly Mentions in the respective Topic Profile. Further information on Insights Credits can be found at <http://www.Salesforce.com/company/legal/insights-faq.jsp>. Use for the benefit of third party agency clients and purchase by authorized resellers are permitted subject to the Order Form Supplement for Social Studio for Agencies and Resellers terms at:

<https://www.Salesforce.com/company/legal/agreements.jsp>. Information collected through Social Accounts, whether publicly available or not, may be subject to deletion without notice to Customer to the extent required by the MSA, applicable law or third party platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information. Data from Social Studio may be exported to other Services purchased by Customer from SFDC, ("Other SFDC Services"), provided, notwithstanding anything to the contrary in the Customer's subscription agreement(s) for Social Studio Services or Other SFDC Services: (i) the foregoing deletion requirements apply to any such exported data; and (ii) any data derived from Twitter shall not be displayed, distributed or made available to any third party nor exported from the Other SFDC Services. Additional terms may apply as set forth in the Marketing Cloud Trust and Compliance Documentation available at: https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&type=1&language=en_US as applicable to Social Studio. API access is subject to the Social Studio API terms in the Social Studio Trust and Compliance Documentation which includes the following: (i) the API may only be used for integration with Other SFDC Services or with systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available; (ii) use may be monitored by SFDC; and, (iii) uptime commitments or service level agreements do not apply to API access. To the extent Customer accesses any data derived from Twitter via the Services: (a) SFDC may collect, store, and report to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; (b) SFDC may disclose the Customer's identity and use case for the Services to Twitter, and such other information as provided in the Trust and Compliance Documentation, to the extent Customer is a public sector entity or such other entity as described in the Trust and Compliance Documentation; and (c) access to the Services may be immediately suspended upon notice that Customer has violated applicable Twitter terms as set forth in the Trust and Compliance Documentation, infringed Twitter's intellectual property rights or failed to comply with Twitter's privacy policy at <http://Twitter.com/privacy>.

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 - Location Services:

Customer's use of Location Services shall comply with the following Google terms of use:

- Maps Terms - https://maps.google.com/help/terms_maps.html
- Legal Notices - https://maps.google.com/help/legalnotices_maps.html
- Acceptable Use Policy - https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html

NOTICE – Mobile Messaging:

Text Messaging – Applicable to SMS and MMS messaging ("Text Services") Customer shall: (a) use the Text Services in accordance with the Marketing Cloud Notices and License Information at https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&language=en_US&type=1 as applicable to ExactTarget and (b) indemnify, defend, and hold SFDC, the Aggregators, and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Text Services or Customer Data sent via the Text Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE MSA SHALL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN (b) ABOVE. Note: Only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.

NOTICE – Predictive Intelligence:

Predictive Intelligence is provided using technology infrastructure different from that used by the



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ExactTarget Services comprising the Marketing Cloud Bundle. As a result, any representations, warranties and covenants regarding the service levels, support, privacy, security, or disaster recovery measures of other ExactTarget Services in the bundle are hereby disclaimed with respect to Predictive Intelligence. Predictive Intelligence is subject to 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 Predictive Intelligence.

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

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

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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products:

<https://www.mulesoft.com/legal/terms/EULA>

Salesforce.com Government at Carahsoft



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TO: Maya Thayer
 Project Manager III
 City and County of Denver
 201 W Colfax Ave
 Denver, CO 80202 USA

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

EMAIL: maya.thayer@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 880-4362

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17854577
QUOTE DATE: 01/13/2020
QUOTE EXPIRES: 02/12/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER FINANCIAL PROTECTION DIVISION						
1	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2020 End Date: 02/12/2021		\$8,513.87 OM	1	\$8,513.87
SUGGESTED SUBTOTAL:						\$8,513.87



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02255238, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02255238, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Courtesy Administrators for Premier+ Success

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

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Einstein Bots Feature

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

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

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

Einstein Features

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

Scratch Org

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



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TO: Maya Thayer
 Project Manager III
 City and County of Denver
 201 W Colfax Ave
 Denver, CO 80202 USA

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

EMAIL: maya.thayer@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 880-4362

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17978369
QUOTE DATE: 01/24/2020
QUOTE EXPIRES: 02/23/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER FINANCIAL PROTECTION DIVISION					
1	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/13/2021 End Date: 02/12/2022	\$2,277.46 OM	20	\$45,549.20
2	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/13/2022 End Date: 02/12/2023	\$2,436.88 OM	20	\$48,737.60
3	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/13/2023 End Date: 02/12/2024	\$2,607.46 OM	20	\$52,149.20
4	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/13/2024 End Date: 02/12/2025	\$2,789.98 OM	20	\$55,799.60
SUGGESTED SUBTOTAL:					\$202,235.60



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BUDGETARY ONLY PRICING MAY VARY

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02255238, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02255238, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Courtesy Administrators for Premier+ Success

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

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Einstein Bots Feature

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

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

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

Einstein Features

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

Scratch Org

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



Salesforce.com Government at Carahsoft



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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17978446
QUOTE DATE: 01/24/2020
QUOTE EXPIRES: 02/23/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER EVENTS					
1	205-SF	Year 2021-2022 Salesforce.com, Inc. Start Date: 02/13/2021 End Date: 02/12/2022	\$2,709.61 OM	1	\$2,709.61
2	205-SF	Year 2022-2023 Salesforce.com, Inc. Start Date: 02/13/2022 End Date: 02/12/2023	\$2,899.28 OM	1	\$2,899.28
3	205-SF	Year 2023-2024 Salesforce.com, Inc. Start Date: 02/13/2023 End Date: 02/12/2024	\$3,102.22 OM	1	\$3,102.22
4	205-SF	Year 2024-2025 Salesforce.com, Inc. Start Date: 02/13/2024 End Date: 02/12/2025	\$3,319.37 OM	1	\$3,319.37
SUGGESTED SUBTOTAL:					\$12,030.48



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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BUDGETARY PURPOSE ONLY PRICING MAY VARY

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02103444, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02103444, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Scratch Org

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

Courtesy Administrators for Premier+ Success

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

Einstein Bots Feature

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

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



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the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

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

Einstein Features

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

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

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

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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products: <https://www.mulesoft.com/legal/terms/EULA>



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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17978492
QUOTE DATE: 01/24/2020
QUOTE EXPIRES: 02/23/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
CCD & PUBLIC HEALTH					
1	205-SF	Year 2021-2022 Salesforce.com, Inc. Start Date: 02/13/2021 End Date: 02/12/2022	\$1,853,247.73 OM	1	\$1,853,247.73
2	205-SF	Year 2022-2023 Salesforce.com, Inc. Start Date: 02/13/2022 End Date: 02/12/2023	\$1,982,975.07 OM	1	\$1,982,975.07
3	205-SF	Year 2023-2024 Salesforce.com, Inc. Start Date: 02/13/2023 End Date: 02/12/2024	\$2,121,783.32 OM	1	\$2,121,783.32
4	205-SF	Year 2024-2025 Salesforce.com, Inc. Start Date: 02/13/2024 End Date: 02/12/2025	\$2,270,308.15 OM	1	\$2,270,308.15
SUGGESTED SUBTOTAL:					\$8,228,314.27



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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BUDGETARY PURPOSES ONLY PRICING MAY VARY

Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102922, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102922, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102883, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102883, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Service Cloud - Performance Edition (No Data.com) - (Restricted Use) subscriptions ordered hereunder at pricing of \$12.18/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console, Knowledge, Live Agent and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.

Any increase in subscription pricing (excluding support) for the first renewal term will not exceed 3% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription



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volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Salesforce Product Special Terms:

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Service Cloud-Performance Edition (NO DATA.COM)

Service Cloud - Performance Edition (Restricted Use) subscriptions ordered hereunder at pricing of \$9.36/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Knowledge, Live Agent, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.

Einstein Bots Feature:

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

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



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		conversations at SFDC's then-current list price.			

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

Einstein Features:

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

Scratch Org:

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

Email Insights

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.

IMPORTANT - Data.com Retirement - July 2020

Data.com functionality is being retired and will be removed from Customer's Performance Edition subscriptions on July 31, 2020. Customer shall not be entitled to any refund, credit, or other compensation. For more information, including recommended actions to take prior to July 31, 2020, please visit: https://help.salesforce.com/articleView?id=000267979&language=en_US&type=1

Einstein Analytics Growth:

The Sales Analytics App and Service Analytics App functionalities included as part of the Einstein Analytics Growth subscription are provided in English only.

Lightning Platform Starter:

Each Lightning Platform Starter User and other Lightning Platform Starter 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 Starter Users may access the Cases and/or Work Orders of other Lightning Platform Starter 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 Starter User is entitled to access no more than 10 custom objects through this subscription. Each Lightning Platform Starter 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



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

Lightning Field Service+:

Lightning Field Service+ provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Lightning Field Service+, the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>.

Customer's use of this product is subject to the same restrictions as Lightning CRM identified at: <http://www2.sfdcstatic.com/assets/pdf/misc/lightning-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.

Partner Community/Customer Community (Logins/month):

Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the User Guide ("Permitted Users"). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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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 - Performance Edition (No Data.com):

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Free Sandbox with Unlimited/Performance Edition:

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Force.com - Enterprise Application:

Subject to the restrictions below, each Force.com - Enterprise Applications subscription entitles 1 User access to Force.com - Enterprise Applications with up to 10 custom objects and 10 custom tabs. Customer shall assign such User a User profile or permission set that permits access to no more than 10 custom objects and 10 custom tabs, per Enterprise Applications subscription. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects and tabs are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects and tabs. SFDC may review Customer's use of Force.com - Enterprise Applications subscriptions at any time through the Service.

Courtesy Administrators for Premier+ Success:

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

Platform Encryption:

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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



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CUSTOMER'S TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Field Service Lightning - Dispatcher Terms:

Field Service Lightning - Dispatcher is intended for use by Users whose primary job function includes scheduling or optimization of Work Orders, Field Technicians or Assets. Field Service Lightning - Dispatcher may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service - Dispatcher provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms solely with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Field Service Lightning - Dispatcher, the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. To resolve certain issues with the managed package, SFDC may need to grant, on Customer request, the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Field Service Lightning - Field Technician (Performance Edition) Terms:

Field Service Lightning - Field Technician (Performance Edition) is intended for use by Users whose primary job function includes working/closing Work Orders, conducting customer/field site visits and creating cases on behalf of customers as a result of those visits. Field Service Lightning - Field Technician (Performance Edition) may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer may not use (i) the Service Console functionality included in the Field Service Lightning - Field Technician (Performance Edition) subscription, or (ii) the following functionality: Service Console, Data.com, Live Agent, and Sales Console. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service Lightning - Field Technician (Performance Edition) includes access to third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Field Service Lightning - Field Technician (Performance Edition), the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. To resolve certain issues with the managed package, SFDC may need to grant, on Customer request, the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Salesforce Inbox:

Each User must have a Microsoft Exchange or Gmail account in order to use Salesforce Inbox, each of which is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Salesforce Inbox may make available to Customer supplemental information about its Users' email contacts; if so, any such information is Content, not part of the Services, and is provided "As Is", with no warranties whatsoever. In order to access Salesforce Inbox, it must be activated by the Customer's system administrator via the following link: <https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD>



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Marketing Cloud Product Special Terms:

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Usage Details:

Super Messages: QTY 10,000,000 / Overage Rate: .004

Corporate Edition Contacts: QTY 140,000 / Overage Rate: .02

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 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.

NOTICE - Contacts:

Contacts 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 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.

Social Studio - Post Boosting

Social Studio - Post Boosting provides third-party functionality allowing Customer to integrate a Facebook Ad Account with Social Studio, and such third-party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Any payment obligations that Customer incurs in connection with the use of their Facebook Ad Account via Social Studio is solely between Facebook and Customer, and any billing for or processing of such payments will be managed solely by Facebook.

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.

NOTICE - Einstein Engagement

Einstein Engagement is provided using technology infrastructure used by the Einstein Platform and the Marketing Cloud ExactTarget and Predictive Intelligence Services. As a result, any representations, warranties and covenants regarding the service levels, privacy, security, or disaster recovery measures that are specific to Marketing Cloud Services are hereby disclaimed with respect to Einstein Engagement and otherwise replaced by the information described in the applicable Trust and Compliance Documentation. Einstein Engagement is subject to the Marketing Cloud Trust and Compliance Documentation as applicable to ExactTarget and Predictive Intelligence and the Einstein Platform Trust and Compliance Documentation. The following "NOTICES" terms apply: Marketing Cloud Einstein.

ExactTarget - Corporate Edition:

Includes the following ExactTarget Services: 10,000,000 Super Messages per annum, 45,000 Contacts, and up to 45 users. In addition, Einstein Engagement Scoring and the following Predictive Intelligence Services are included in this Edition: Intelligent Email (Predictive Email Content), Web & Mobile Analytics, and Intelligent Web (Predictive Web Recommendations). Additional information on features included in Corporate Edition can be found at: <http://sfdc.co/ETMCpricing>. The following "NOTICES" terms apply: Location, Email



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Messaging, Mobile Messaging, Predictive Intelligence, Einstein Engagement Scoring, Utilization, and Contacts. The purchase of Professional Services is recommended for optimal implementation of Predictive Email Content and Journey Builder. Implementation of Predictive Email Content and Journey Builder are not required for use of other features within this Edition.

Social Studio - Automate - Pro:

Social Studio - Automate - Pro add-on includes 40 Actions and Historical Rules . If required by Customer during a subscription term, Customer may obtain Additional Actions at no additional charge upon receipt of an executed Order Form. "Action" means an automation process that executes a Rule within the Social Studio - Automate. A Rule is a defined condition or a set of conditions to automate one or more data-flow processes applied to a subset of Content returned against a Topic Profile. Each Rule requires at least 1 Action; therefore, Customer may configure a number of Rules equal to the number of Actions purchased, or a lesser number of Rules where Customer elects to have more than one Action apply to a single Rule. Historical Rules apply to Historical Data and are available for the lesser of 2 years or the amount of Historical Data that is available to Customer.

Social Studio - Social Accounts:

SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.

Social Studio (Publish, Listen & Engage) - Pro:

Includes: (a) 100 Topic Profiles within a single Tenant with an aggregate of 250,000 Mentions per month; (b) 50,000 Insights Credits per month; (c) 30 days of Historical Data per Topic Profile; (d) 1,000 Users; (e) Web Analytics; (f) 10 Social Accounts; and (g) API access. If required, additional Users and Topic Profiles may be purchased at no additional charge, upon receipt of an executed order form. Web Analytics and Historical Data (more than 30 days old) are available upon emailing marketingcloudsupport@Salesforce.com, with: Customer name, Tenant ID, email contact information, and for Historical Data, the applicable Topic Profile(s). Upon receipt of such required information, Salesforce.com shall provision the specified products. Insights Credits are applied to Insights Services which are deemed to be Non-SFDC Applications, sometimes referred to as Third Party Services. SFDC shall provision specified Insights Services upon receipt of an email to credits@Salesforce.com with the following required information: Customer name, Tenant ID (as assigned by SFDC), Topic Profile(s) name(s), email contact information, Insights provider, and start and end dates. Insights Credits expire at the end of the month and do not roll over to subsequent months. Sufficient Insights Credits are required to cover the monthly Mentions in the respective Topic Profile. Further information on Insights Credits can be found at <http://www.Salesforce.com/company/legal/insights-faq.jsp>. Use for the benefit of third party agency clients and purchase by authorized resellers are permitted subject to the Order Form Supplement for Social Studio for Agencies and Resellers terms at: <https://www.Salesforce.com/company/legal/agreements.jsp>. Information collected through Social Accounts, whether publicly available or not, may be subject to deletion without notice to Customer to the extent required by the MSA, applicable law or third party platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information. Data from Social Studio may be exported to other Services purchased by Customer from SFDC, ("Other SFDC Services"), provided, notwithstanding anything to the contrary in the Customer's subscription agreement(s) for Social Studio Services or Other SFDC Services: (i) the foregoing deletion requirements apply to any such exported data; and (ii) any data derived from Twitter shall not be displayed, distributed or made available to any third party nor exported from the Other SFDC Services. Additional terms may apply as set forth in the Marketing Cloud Trust and Compliance Documentation available at: https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documents&type=1&language=en_US as applicable to Social Studio. API access is subject to the Social Studio API terms in the Social Studio Trust and Compliance Documentation which includes the following: (i) the API may only be used for integration with Other SFDC Services or with



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systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available; (ii) use may be monitored by SFDC; and, (iii) uptime commitments or service level agreements do not apply to API access. To the extent Customer accesses any data derived from Twitter via the Services: (a) SFDC may collect, store, and report to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; (b) SFDC may disclose the Customer's identity and use case for the Services to Twitter, and such other information as provided in the Trust and Compliance Documentation, to the extent Customer is a public sector entity or such other entity as described in the Trust and Compliance Documentation; and (c) access to the Services may be immediately suspended upon notice that Customer has violated applicable Twitter terms as set forth in the Trust and Compliance Documentation, infringed Twitter's intellectual property rights or failed to comply with Twitter's privacy policy at <http://Twitter.com/privacy>.

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 - Location Services:

Customer's use of Location Services shall comply with the following Google terms of use:

- Maps Terms - https://maps.google.com/help/terms_maps.html
- Legal Notices - https://maps.google.com/help/legalnotices_maps.html
- Acceptable Use Policy - https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html

NOTICE – Mobile Messaging:

Text Messaging – Applicable to SMS and MMS messaging (“Text Services”) Customer shall: (a) use the Text Services in accordance with the Marketing Cloud Notices and License Information at https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&language=en_US&type=1 as applicable to ExactTarget and (b) indemnify, defend, and hold SFDC, the Aggregators, and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Text Services or Customer Data sent via the Text Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE MSA SHALL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN (b) ABOVE. Note: Only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.

NOTICE – Predictive Intelligence:

Predictive Intelligence is provided using technology infrastructure different from that used by the ExactTarget Services comprising the Marketing Cloud Bundle. As a result, any representations, warranties and covenants regarding the service levels, support, privacy, security, or disaster recovery measures of other ExactTarget Services in the bundle are hereby disclaimed with respect to Predictive Intelligence. Predictive Intelligence is subject to 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 Predictive Intelligence.

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

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://www.carahsoft.com/Eula/Salesforce_MSA 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.



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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products:

<https://www.mulesoft.com/legal/terms/EULA>

Salesforce.com Government at Carahsoft



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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 921-4084

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TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17982933
QUOTE DATE: 01/27/2020
QUOTE EXPIRES: 02/26/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
PUBLIC HEALTH					
1	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/15/2021 End Date: 02/14/2022	\$455.48 OM	1	\$455.48
2	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/15/2022 End Date: 02/14/2023	\$487.36 OM	1	\$487.36
3	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/15/2023 End Date: 02/14/2024	\$521.47 OM	1	\$521.47
4	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/15/2024 End Date: 02/14/2025	\$557.97 OM	1	\$557.97
SUGGESTED SUBTOTAL:					\$2,022.28



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		STRICTLY BUDGETARY ; PRICE MAY VARY			

Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102922, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102922, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102883, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102883, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce Product Special Terms:

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Service Cloud-Performance Edition (Restricted Use)

Service Cloud - Performance Edition (Restricted Use) subscriptions ordered hereunder at pricing of \$9.36/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Knowledge, Live Agent, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality



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embedded in the Service for the same purpose as described above.

Einstein Bots Feature:

The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement. Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

Einstein Features:

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

Scratch Org:

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

Analytics Base Capacity:

Analytics Base Capacity is limited to 100 million data rows when used with Einstein Analytics Growth (including when used in conjunction with Sales Analytics App), 25 million data rows when used with Sales Analytics App only or 25 million data rows when used with Service Analytics App only, without regard to the corresponding number of Einstein Analytics Growth, Sales Analytics App subscriptions or Service Analytics App subscriptions. Customer understands that the foregoing limitations are contractual in nature (i.e. the data rows are not limited as a technical matter in the Services), and therefore agrees to strictly monitor its total number of data rows. SFDC may monitor Customer's usage of the Analytics Base Capacity subscriptions at any time through the Services. Should any monitoring reveal any use of Analytics Base Capacity subscriptions in violation of the above restrictions, Customer agrees it will pay, within five (5) business days of notice of the results, for an additional Analytics - Additional Data Rows (100 Million) subscription covering the remainder of the subscription term.

Einstein Analytics Growth:

The Sales Analytics App and Service Analytics App functionalities included as part of the Einstein Analytics Growth subscription are provided in English only.



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Lightning Platform Starter:

Each Lightning Platform Starter User and other Lightning Platform Starter 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 Starter Users may access the Cases and/or Work Orders of other Lightning Platform Starter 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 Starter User is entitled to access no more than 10 custom objects through this subscription. Each Lightning Platform Starter 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.

Lightning Field Service+:

Lightning Field Service+ provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Lightning Field Service+, the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. Customer's use of this product is subject to the same restrictions as Lightning CRM identified at: <http://www2.sfdcstatic.com/assets/pdf/misc/lightning-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.

Partner Community/Customer Community (Logins/month):

Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the User Guide ("Permitted Users"). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will



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be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Salesforce - Performance Edition:

Data.com. The Data.com features of Performance Edition are subject to the Data.com Notices and License Information and Data.com Security, Privacy and Architecture Documentation accessible at https://help.salesforce.com/apex/HTViewSolution?urlname=Data-com-Trust-and-Compliance-Documentation&language=en_US or through help.salesforce.com, without limiting any other documentation or user guide components applicable under the master subscription agreement between Customer and salesforce.com (the "MSA"). Data.com data is excluded from all warranties and salesforce.com indemnification obligations under the MSA, including without limitation those in the "SFDC Warranties," "Indemnification by SFDC" and similarly titled sections. Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Data.com or Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Salesforce - Performance Edition (No Data.com):

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Free Sandbox with Unlimited/Performance Edition:

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Force.com - Enterprise Application:

Subject to the restrictions below, each Force.com - Enterprise Applications subscription entitles 1 User access to Force.com - Enterprise Applications with up to 10 custom objects and 10 custom tabs. Customer shall assign such User a User profile or permission set that permits access to no more than 10 custom objects and 10 custom tabs, per Enterprise Applications subscription. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects and tabs are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects and tabs. SFDC may review Customer's use of Force.com - Enterprise Applications subscriptions at any time through the Service.

Courtesy Administrators for Premier+ Success:

The Courtesy Administrators for Premier+ Success are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Premier+ Success Plan in order



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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.

Platform Encryption:

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).** Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Field Service Lightning - Dispatcher Terms:

Field Service Lightning - Dispatcher is intended for use by Users whose primary job function includes scheduling or optimization of Work Orders, Field Technicians or Assets. Field Service Lightning - Dispatcher may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service - Dispatcher provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms solely with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Field Service Lightning - Dispatcher, the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. Support for Field Service Lightning - Dispatcher is provided by Salesforce in accordance with support terms in the MSA. To resolve certain issues with the managed package, Salesforce may need to grant the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Field Service Lightning - Field Technician (Performance Edition) Terms:

Field Service Lightning - Field Technician (Performance Edition) is intended for use by Users whose primary job function includes working/closing Work Orders, conducting customer/field site visits and creating cases on behalf of customers as a result of those visits. Field Service Lightning - Field Technician (Performance Edition) may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service Lightning - Field Technician (Performance Edition) provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms In order to access Field Service Lightning - Field Technician (Performance Edition), the Customer's system administrator must first install it in the



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		<p>Customer's Salesforce instance via the following link: http://fsl.force.com/install Field Service Lightning - Field Technician (Performance Edition) does not include the following functionality: Service Console, Data.com, Live Agent, Sales Console.</p> <p>---</p> <p>Email Insights: 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.</p> <p>---</p> <p>Salesforce Inbox: Each User must have a Microsoft Exchange or Gmail account in order to use Salesforce Inbox, each of which is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Salesforce Inbox may make available to Customer supplemental information about its Users' email contacts; if so, any such information is Content, not part of the Services, and is provided "As Is", with no warranties whatsoever. In order to access Salesforce Inbox, it must be activated by the Customer's system administrator via the following link: https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD</p> <p>-----</p> <p>Marketing Cloud Product Special Terms:</p> <p>--</p> <p>Usage Details: Super Messages: QTY 10,000,000 / Overage Rate: .004 Corporate Edition Contacts: QTY 140,000 / Overage Rate: .02</p> <p>---</p> <p>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 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.</p> <p>---</p> <p>NOTICE - Contacts: Contacts 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 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.</p> <p>---</p> <p>Social Studio - Post Boosting Social Studio - Post Boosting provides third-party functionality allowing Customer to integrate a Facebook Ad Account with Social Studio, and such third-party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Any payment obligations that Customer incurs in connection with the use of their Facebook Ad Account via Social Studio is solely between Facebook and Customer, and any billing for or processing of such payments will be managed solely by Facebook.</p> <p>----</p> <p>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</p>			



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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.

NOTICE - Einstein Engagement

Einstein Engagement is provided using technology infrastructure used by the Einstein Platform and the Marketing Cloud ExactTarget and Predictive Intelligence Services. As a result, any representations, warranties and covenants regarding the service levels, privacy, security, or disaster recovery measures that are specific to Marketing Cloud Services are hereby disclaimed with respect to Einstein Engagement and otherwise replaced by the information described in the applicable Trust and Compliance Documentation. Einstein Engagement is subject to the Marketing Cloud Trust and Compliance Documentation as applicable to ExactTarget and Predictive Intelligence and the Einstein Platform Trust and Compliance Documentation. The following "NOTICES" terms apply: Marketing Cloud Einstein.

ExactTarget - Corporate Edition:

Includes the following ExactTarget Services: 10,000,000 Super Messages per annum, 45,000 Contacts, and up to 45 users. In addition, Einstein Engagement Scoring and the following Predictive Intelligence Services are included in this Edition: Intelligent Email (Predictive Email Content), Web & Mobile Analytics, and Intelligent Web (Predictive Web Recommendations). Additional information on features included in Corporate Edition can be found at: <http://sfdc.co/ETMCpricing>. The following "NOTICES" terms apply: Location, Email Messaging, Mobile Messaging, Predictive Intelligence, Einstein Engagement Scoring, Utilization, and Contacts. The purchase of Professional Services is recommended for optimal implementation of Predictive Email Content and Journey Builder. Implementation of Predictive Email Content and Journey Builder are not required for use of other features within this Edition.

Social Studio - Automate - Pro:

Social Studio - Automate - Pro add-on includes 40 Actions and Historical Rules . If required by Customer during a subscription term, Customer may obtain Additional Actions at no additional charge upon receipt of an executed Order Form. "Action" means an automation process that executes a Rule within the Social Studio - Automate. A Rule is a defined condition or a set of conditions to automate one or more data-flow processes applied to a subset of Content returned against a Topic Profile. Each Rule requires at least 1 Action; therefore, Customer may configure a number of Rules equal to the number of Actions purchased, or a lesser number of Rules where Customer elects to have more than one Action apply to a single Rule. Historical Rules apply to Historical Data and are available for the lesser of 2 years or the amount of Historical Data that is available to Customer.

Social Studio - Social Accounts:

SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.

Social Studio (Publish, Listen & Engage) - Pro:

Includes: (a) 100 Topic Profiles within a single Tenant with an aggregate of 250,000 Mentions per month; (b) 50,000 Insights Credits per month; (c) 30 days of Historical Data per Topic Profile; (d) 1,000 Users; (e) Web Analytics; (f) 10 Social Accounts; and (g) API access. If required, additional Users and Topic Profiles may be purchased at no additional charge, upon receipt of an executed order form. Web Analytics and Historical Data (more than 30 days old) are available upon emailing marketingcloudsupport@Salesforce.com, with: Customer name, Tenant ID, email contact information, and for Historical Data, the applicable Topic Profile(s). Upon receipt of such required information, Salesforce.com shall provision the specified products. Insights Credits are applied to Insights Services which are deemed to be Non-SFDC Applications, sometimes referred to as Third Party Services. SFDC shall provision specified Insights Services upon receipt of an email to



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credits@Salesforce.com with the following required information: Customer name, Tenant ID (as assigned by SFDC), Topic Profile(s) name(s), email contact information, Insights provider, and start and end dates. Insights Credits expire at the end of the month and do not roll over to subsequent months. Sufficient Insights Credits are required to cover the monthly Mentions in the respective Topic Profile. Further information on Insights Credits can be found at <http://www.Salesforce.com/company/legal/insights-faq.jsp>. Use for the benefit of third party agency clients and purchase by authorized resellers are permitted subject to the Order Form Supplement for Social Studio for Agencies and Resellers terms at: <https://www.Salesforce.com/company/legal/agreements.jsp>. Information collected through Social Accounts, whether publicly available or not, may be subject to deletion without notice to Customer to the extent required by the MSA, applicable law or third party platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information. Data from Social Studio may be exported to other Services purchased by Customer from SFDC, ("Other SFDC Services"), provided, notwithstanding anything to the contrary in the Customer's subscription agreement(s) for Social Studio Services or Other SFDC Services: (i) the foregoing deletion requirements apply to any such exported data; and (ii) any data derived from Twitter shall not be displayed, distributed or made available to any third party nor exported from the Other SFDC Services. Additional terms may apply as set forth in the Marketing Cloud Trust and Compliance Documentation available at: https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&type=1&language=en_US as applicable to Social Studio. API access is subject to the Social Studio API terms in the Social Studio Trust and Compliance Documentation which includes the following: (i) the API may only be used for integration with Other SFDC Services or with systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available; (ii) use may be monitored by SFDC; and, (iii) uptime commitments or service level agreements do not apply to API access. To the extent Customer accesses any data derived from Twitter via the Services: (a) SFDC may collect, store, and report to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; (b) SFDC may disclose the Customer's identity and use case for the Services to Twitter, and such other information as provided in the Trust and Compliance Documentation, to the extent Customer is a public sector entity or such other entity as described in the Trust and Compliance Documentation; and (c) access to the Services may be immediately suspended upon notice that Customer has violated applicable Twitter terms as set forth in the Trust and Compliance Documentation, infringed Twitter's intellectual property rights or failed to comply with Twitter's privacy policy at <http://Twitter.com/privacy>.

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 - Location Services:

Customer's use of Location Services shall comply with the following Google terms of use:

- Maps Terms - https://maps.google.com/help/terms_maps.html
- Legal Notices - https://maps.google.com/help/legalnotices_maps.html
- Acceptable Use Policy - https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html

NOTICE – Mobile Messaging:

Text Messaging – Applicable to SMS and MMS messaging ("Text Services") Customer shall: (a) use the Text Services in accordance with the Marketing Cloud Notices and License Information at https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&language=en_US&type=1 as applicable to ExactTarget and (b) indemnify, defend, and hold SFDC, the Aggregators, and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Text Services or Customer Data sent via the Text Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE MSA SHALL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN (b) ABOVE. Note: Only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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NOTICE – Predictive Intelligence:

Predictive Intelligence is provided using technology infrastructure different from that used by the ExactTarget Services comprising the Marketing Cloud Bundle. As a result, any representations, warranties and covenants regarding the service levels, support, privacy, security, or disaster recovery measures of other ExactTarget Services in the bundle are hereby disclaimed with respect to Predictive Intelligence. Predictive Intelligence is subject to 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 Predictive Intelligence.

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

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

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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products: <https://www.mulesoft.com/legal/terms/EULA>



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TO: Maya Thayer
 Project Manager III
 City and County of Denver
 201 W Colfax Ave
 Denver, CO 80202 USA

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

EMAIL: maya.thayer@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 880-4362

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17983047
QUOTE DATE: 01/27/2020
QUOTE EXPIRES: 02/26/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER FINANCIAL PROTECTION DIVISION					
1	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2021 End Date: 02/12/2022	\$9,109.84 OM	1	\$9,109.84
2	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2022 End Date: 02/12/2023	\$9,747.52 OM	1	\$9,747.52
3	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2023 End Date: 02/12/2024	\$10,429.84 OM	1	\$10,429.84
4	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2024 End Date: 02/12/2025	\$11,159.92 OM	1	\$11,159.92
SUGGESTED SUBTOTAL:					\$40,447.12



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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STRICTLY BUDGETARY; PRICING MAY VARY

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02255238, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02255238, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Courtesy Administrators for Premier+ Success

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

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Einstein Bots Feature

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

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

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

Einstein Features

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

Scratch Org

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

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TO: Chad Mitchell
 Executive Director Application Services
 City and County of Denver
 201 West Colfax Avenue
 Department 301
 Denver, CO 80202 USA

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

EMAIL: chad.mitchell@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 915-2642

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17590050
QUOTE DATE: 11/11/2019
QUOTE EXPIRES: 02/07/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,732,032.46

TOTAL QUOTE: \$1,732,032.46

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	204-1487R-L	Service Cloud - Performance Edition (Restricted Use) Salesforce.com, Inc. - 204-1487R-L Start Date: 02/13/2020 End Date: 02/12/2021		\$153.85 OM	985	\$151,542.25
2	204-1487-L	Service Cloud - Performance Edition Salesforce.com, Inc. - 204-1487-L Start Date: 02/13/2020 End Date: 02/12/2021		\$635.75 OM	26	\$16,529.50
3	204-1486-L	Sales Cloud - Performance Edition Salesforce.com, Inc. - 204-1486-L Start Date: 02/13/2020 End Date: 02/12/2021		\$1,126.23 OM	5	\$5,631.15
4	204-1483-L	Customer Community - (20,000 Logins/month) Salesforce.com, Inc. - 204-1483-L Start Date: 02/13/2020 End Date: 02/12/2021		\$29,557.89 OM	1	\$29,557.89
5	205-0204	Lightning Field Service+ - Unlimited Edition Salesforce.com, Inc. - 205-0204 Start Date: 02/13/2020 End Date: 02/12/2021		\$3,415.33 OM	26	\$88,798.58
6	204-1487-L	Service Cloud - Performance Edition Salesforce.com, Inc. - 204-1487-L Start Date: 02/13/2020 End Date: 02/12/2021		\$2,106.06 OM	140	\$294,848.40
7	204-1453-L	Force.com - Unlimited Edition (Enterprise Applications) Salesforce.com, Inc. - 204-1453-L Start Date: 02/13/2020 End Date: 02/12/2021		\$268.42 OM	31	\$8,321.02
8	205-0019-L	Analytics Cloud - Wave Analytics Platform Salesforce.com, Inc. - 205-0019-L Start Date: 02/13/2020 End Date: 02/12/2021		\$1,515.79 OM	2	\$3,031.58
9	205-0142	Lightning Platform Starter Salesforce.com, Inc. - 205-0142 Start Date: 02/13/2020 End Date: 02/12/2021		\$117.47 OM	1575	\$185,015.25



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
10	205-0115	Platform Encryption 20% Net Price / \$100 Salesforce.com, Inc. - 205-0115 Start Date: 02/13/2020 End Date: 02/12/2021	\$239,280.02 OM	1	\$239,280.02
11	205-0204	Lightning Field Service+ - Unlimited Edition Salesforce.com, Inc. - 205-0204 Start Date: 02/13/2020 End Date: 02/12/2021	\$2,278.30 OM	50	\$113,915.00
12	205-0018-N	Lightning Field Service- Dispatcher / Field Technician- Unlimited Edition Salesforce.com, Inc. - 205-0018-N Start Date: 02/13/2020 End Date: 02/12/2021	\$1,739.45 OM	150	\$260,917.50
13	205-0018-N	Lightning Field Service- Dispatcher / Field Technician- Unlimited Edition Salesforce.com, Inc. - 205-0018-N Start Date: 02/13/2020 End Date: 02/12/2021	\$1,774.71 OM	55	\$97,609.05
14	205-0019-L	Analytics Cloud - Wave Analytics Platform Salesforce.com, Inc. - 205-0019-L Start Date: 02/13/2020 End Date: 02/12/2021	\$996.06 OM	50	\$49,803.00
15	205-0045-N	Salesforce Inbox Salesforce.com, Inc. - 205-0045-N Start Date: 02/13/2020 End Date: 02/12/2021	\$280.85 OM	32	\$8,987.20
SUBTOTAL:					\$1,553,787.39
MARKETING CLOUD RENEWAL					
16	107002	ExactTarget- Corporate Edition Salesforce.com, Inc. - 107002 Start Date: 03/01/2020 End Date: 02/28/2021	\$27,287.42 OM	1	\$27,287.42
17	204-620164	Sender Authentication Package Salesforce.com, Inc. - 204-620164 Start Date: 03/01/2020 End Date: 02/28/2021	\$1,801.74 OM	2	\$3,603.48
18	204-620153	Additional Business Unit (+1) Salesforce.com, Inc. - 204-620153 Start Date: 03/01/2020 End Date: 02/28/2021	\$1,663.21 OM	14	\$23,284.94
19	204-620179	Premier+ Success Plan 30% Net Price / \$100 Salesforce.com, Inc. - 204-620179 Start Date: 03/01/2020 End Date: 02/28/2021	\$17,186.77 OM	1	\$17,186.77
20	200004689	Social Studio- Publish, Listen & Engage Pro Salesforce.com, Inc. - 200004689 Start Date: 03/01/2020 End Date: 02/28/2021	\$34,594.82 OM	1	\$34,594.82
21	200004709	Social Studio - Social Accounts Salesforce.com, Inc. - 200004709 Start Date: 03/01/2020 End Date: 02/28/2021	\$1,243.52 OM	17	\$21,139.84
22	205-322	Social Studio - Listen & Engage Pro Edition- Automate Salesforce.com, Inc. - 205-322 Start Date: 03/01/2020 End Date: 02/28/2021	\$13,837.93 OM	1	\$13,837.93
23	204-620179	Premier+ Success Plan 30% Net Price / \$100 Salesforce.com, Inc. - 204-620179 Start Date: 03/01/2020 End Date: 02/28/2021	\$17,394.55 OM	1	\$17,394.55

Government - Price Quotation

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MARKETING CLOUD RENEWAL SUBTOTAL:					\$158,329.75
24	204-107006.1	Additional Contacts (1,000)- Corporate Edition (price is per contact) Salesforce.com, Inc. - 204-107006.1 Start Date: 03/01/2020 End Date: 02/28/2021	\$187.23 OM	95	\$17,786.85
SUBTOTAL:					\$1,571,574.24
PUBLIC HEALTH					
25	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/15/2020 End Date: 02/14/2021	\$2,128.47 OM	1	\$2,128.47
PUBLIC HEALTH SUBTOTAL:					\$2,128.47
SUBTOTAL:					\$1,732,032.46
TOTAL PRICE:					\$1,732,032.46
TOTAL QUOTE:					\$1,732,032.46



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102922, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102922, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02102883, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02102883, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Service Cloud - Performance Edition (No Data.com) - (Restricted Use) subscriptions ordered hereunder at pricing of \$12.18/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console, Knowledge, Live Agent and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.

Any increase in subscription pricing (excluding support) for the first renewal term will not exceed 3% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer).



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Salesforce Product Special Terms:

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Service Cloud-Performance Edition (NO DATA.COM)

Service Cloud - Performance Edition (Restricted Use) subscriptions ordered hereunder at pricing of \$9.36/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) not include any of the following functionality(ies) (by tab, as applicable): Leads, Knowledge, Live Agent, Quotes, Solutions, Products and Pricebooks, Contracts, Data.com, Offline, and customizable forecasting; Restricted Use Subscriptions shall include: Accounts, Contacts, Activities, Console and Tasks (Create and Read only); 20 custom objects and a limit to 1 Application; (2) be used only for the following purpose(s) or use case(s): 311 Service Delivery Process; and (3) be used only by the following type(s) of Users: employees using applications specific to the 311 service delivery process. For clarity, the primary job function of Users of Restricted Use subscriptions cannot include full time Sales or Service (Call Center) responsibilities, including those who manage Users with such job functions (including, but not limited to, C-Level and Senior Executives). These restrictions shall be cumulative and shall apply to all Restricted Use Subscriptions purchased under this Order Form. Customer must strictly segregate all Restricted Use Subscriptions from any full-featured subscriptions it may hold by setting up and enforcing a unique profile in the Service associated with such Restricted Use Subscriptions. Customer understands that the above functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such Restricted Use Subscriptions and enforce the applicable restrictions. Salesforce.com may audit Customer's use of Restricted Use Subscriptions at any time through the Service. Should any audit reveal any unauthorized use of Restricted Use Subscriptions, Customer agrees it will pay, within thirty (30) days of notice of the audit results, the difference between the contract price for Restricted Use Subscriptions and the list price for full subscriptions of the above-named product, for all of the Restricted Use Subscriptions showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term. Upon such payment, all such Restricted Use Subscriptions showing unauthorized use will be converted into full subscriptions for the remainder of the then current subscription term. For Services running on Force.com, Customer expressly agrees to Salesforce's use of the Salesforce Optimizer functionality (or any successor equivalent or comparable) to access and review data about Customer's usage for the sole purpose of auditing Customer's use of such Restricted Use Subscriptions. Upon the Order Start Date, in order for SFDC to run the Salesforce Optimizer, Customer shall enable the Salesforce Optimizer, as described in Documentation <http://bit.ly/optimizeroverview>, on the applicable Org where the Restricted Use Subscriptions are deployed. Should the Salesforce Optimizer functionality be made part of the Service at a future date without the need to enable this functionality or in the event the Customer has failed to enable this functionality, Customer agrees to Salesforce's use of the Salesforce Optimizer functionality embedded in the Service for the same purpose as described above.

Einstein Bots Feature:

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

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



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		<p>The Einstein Bots Feature is not available to some customers, including Government Cloud as stated in the Documentation.</p> <p>---</p> <p>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.</p> <p>---</p> <p>Scratch Org: The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.</p> <p>---</p> <p>Email Insights 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.</p> <p>-----</p> <p>IMPORTANT - Data.com Retirement - July 2020 Data.com functionality is being retired and will be removed from Customer's Performance Edition subscriptions on July 31, 2020. Customer shall not be entitled to any refund, credit, or other compensation. For more information, including recommended actions to take prior to July 31, 2020, please visit: https://help.salesforce.com/articleView?id=000267979&language=en_US&type=1</p> <p>-----</p> <p>Einstein Analytics Growth: The Sales Analytics App and Service Analytics App functionalities included as part of the Einstein Analytics Growth subscription are provided in English only.</p> <p>---</p> <p>Lightning Platform Starter: Each Lightning Platform Starter User and other Lightning Platform Starter 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 Starter Users may access the Cases and/or Work Orders of other Lightning Platform Starter 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 Starter User is entitled to access no more than 10 custom objects through this subscription. Each Lightning Platform Starter 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</p>			



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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.

Lightning Field Service+:

Lightning Field Service+ provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Lightning Field Service+, the Customer's system administrator must first install it in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>.

Customer's use of this product is subject to the same restrictions as Lightning CRM identified at: <http://www2.sfdcstatic.com/assets/pdf/misc/lightning-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.

Partner Community/Customer Community (Logins/month):

Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the User Guide ("Permitted Users"). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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



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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 - Performance Edition (No Data.com):

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Free Sandbox with Unlimited/Performance Edition:

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Force.com - Enterprise Application:

Subject to the restrictions below, each Force.com - Enterprise Applications subscription entitles 1 User access to Force.com – Enterprise Applications with up to 10 custom objects and 10 custom tabs. Customer shall assign such User a User profile or permission set that permits access to no more than 10 custom objects and 10 custom tabs, per Enterprise Applications subscription. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects and tabs are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects and tabs. SFDC may review Customer's use of Force.com – Enterprise Applications subscriptions at any time through the Service.

Courtesy Administrators for Premier+ Success:

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

Platform Encryption:

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).



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Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Field Service Lightning - Dispatcher Terms:

Field Service Lightning - Dispatcher is intended for use by Users whose primary job function includes scheduling or optimization of Work Orders, Field Technicians or Assets. Field Service Lightning - Dispatcher may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service - Dispatcher provides third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms solely with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Field Service Lightning - Dispatcher, the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. To resolve certain issues with the managed package, SFDC may need to grant, on Customer request, the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Field Service Lightning - Field Technician (Performance Edition) Terms:

Field Service Lightning - Field Technician (Performance Edition) is intended for use by Users whose primary job function includes working/closing Work Orders, conducting customer/field site visits and creating cases on behalf of customers as a result of those visits. Field Service Lightning - Field Technician (Performance Edition) may not be used by Users whose primary job function is: a) management of inbound customer communication in a contact center (ex. call center), b) customer case management, or c) operation in a sales or pre-sales capacity. Customer may not use (i) the Service Console functionality included in the Field Service Lightning - Field Technician (Performance Edition) subscription, or (ii) the following functionality: Service Console, Data.com, Live Agent, and Sales Console. Customer understands that the foregoing limitations are contractual in nature (i.e. 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 restrictions. SFDC may monitor Customer's use of the subscriptions at any time through the Services. Field Service Lightning - Field Technician (Performance Edition) includes access to third party scheduling and optimization functionality that integrates with Service Cloud. Such third party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Customer agrees that by entering into this Order Form it is also entering into, and will be bound by, the following End User Terms with respect to such non-SFDC application: www.clicksoftware.com/end-user-terms. In order to access Field Service Lightning - Field Technician (Performance Edition), the Customer's system administrator must first install the managed package in the Customer's Salesforce instance via the following link: <http://fsl.force.com/install>. To resolve certain issues with the managed package, SFDC may need to grant, on Customer request, the third party managed package provider, Click Software, limited access to the relevant customer org or logs.

Salesforce Inbox:

Each User must have a Microsoft Exchange or Gmail account in order to use Salesforce Inbox, each of which is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Salesforce Inbox may make available to Customer supplemental information about its Users' email contacts; if so, any such information is Content, not part of the Services, and is provided "As Is", with no warranties whatsoever. In order to access Salesforce Inbox, it must be activated by the Customer's system administrator via the following link: <https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000CNj52EAD>

Marketing Cloud Product Special Terms:

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Usage Details:

Super Messages: QTY 10,000,000 / Overage Rate: .004

Corporate Edition Contacts: QTY 140,000 / Overage Rate: .02

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 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.

NOTICE - Contacts:

Contacts 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 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.

Social Studio - Post Boosting

Social Studio - Post Boosting provides third-party functionality allowing Customer to integrate a Facebook Ad Account with Social Studio, and such third-party functionality is a non-SFDC application (a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer). Any payment obligations that Customer incurs in connection with the use of their Facebook Ad Account via Social Studio is solely between Facebook and Customer, and any billing for or processing of such payments will be managed solely by Facebook.

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.

NOTICE - Einstein Engagement

Einstein Engagement is provided using technology infrastructure used by the Einstein Platform and the Marketing Cloud ExactTarget and Predictive Intelligence Services. As a result, any representations, warranties and covenants regarding the service levels, privacy, security, or disaster recovery measures that are specific to Marketing Cloud Services are hereby disclaimed with respect to Einstein Engagement and otherwise replaced by the information described in the applicable Trust and Compliance Documentation. Einstein Engagement is subject to the Marketing Cloud Trust and Compliance Documentation as applicable to ExactTarget and Predictive Intelligence and the Einstein Platform Trust and Compliance Documentation. The following "NOTICES" terms apply: Marketing Cloud Einstein.

ExactTarget - Corporate Edition:

Includes the following ExactTarget Services: 10,000,000 Super Messages per annum, 45,000 Contacts, and up to 45 users. In addition, Einstein Engagement Scoring and the following Predictive Intelligence Services are included in this Edition: Intelligent Email (Predictive Email Content), Web & Mobile Analytics, and Intelligent Web (Predictive Web Recommendations). Additional information on features included in Corporate Edition can be found at: <http://sfdc.co/ETMCpricing>. The following "NOTICES" terms apply: Location, Email Messaging, Mobile Messaging, Predictive Intelligence, Einstein Engagement Scoring, Utilization, and Contacts. The purchase of Professional Services is recommended for optimal implementation of Predictive



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Email Content and Journey Builder. Implementation of Predictive Email Content and Journey Builder are not required for use of other features within this Edition.

Social Studio - Automate - Pro:

Social Studio - Automate - Pro add-on includes 40 Actions and Historical Rules . If required by Customer during a subscription term, Customer may obtain Additional Actions at no additional charge upon receipt of an executed Order Form. "Action" means an automation process that executes a Rule within the Social Studio - Automate. A Rule is a defined condition or a set of conditions to automate one or more data-flow processes applied to a subset of Content returned against a Topic Profile. Each Rule requires at least 1 Action; therefore, Customer may configure a number of Rules equal to the number of Actions purchased, or a lesser number of Rules where Customer elects to have more than one Action apply to a single Rule. Historical Rules apply to Historical Data and are available for the lesser of 2 years or the amount of Historical Data that is available to Customer.

Social Studio - Social Accounts:

SOCIAL ACCOUNTS: "Social Account" means a single account with a unique set of credentials that is created with a Third Party Platform (or "Third Party Social Platform"), which interoperates with the Social Studio Services. Customer's Super User can register Customer's Social Account in the Social Account Manager feature of the Social Studio Services. Additional Social Accounts may be purchased as an add-on. Customer acknowledges and agrees that any information collected through the Customer's Social Account(s), whether such information is publicly available or not, may, from time to time, be subject to deletion without notice to Customer to the extent required by applicable law or by Third Party Platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information.

Social Studio (Publish, Listen & Engage) - Pro:

Includes: (a) 100 Topic Profiles within a single Tenant with an aggregate of 250,000 Mentions per month; (b) 50,000 Insights Credits per month; (c) 30 days of Historical Data per Topic Profile; (d) 1,000 Users; (e) Web Analytics; (f) 10 Social Accounts; and (g) API access. If required, additional Users and Topic Profiles may be purchased at no additional charge, upon receipt of an executed order form. Web Analytics and Historical Data (more than 30 days old) are available upon emailing marketingcloudsupport@Salesforce.com, with: Customer name, Tenant ID, email contact information, and for Historical Data, the applicable Topic Profile(s). Upon receipt of such required information, Salesforce.com shall provision the specified products. Insights Credits are applied to Insights Services which are deemed to be Non-SFDC Applications, sometimes referred to as Third Party Services. SFDC shall provision specified Insights Services upon receipt of an email to credits@Salesforce.com with the following required information: Customer name, Tenant ID (as assigned by SFDC), Topic Profile(s) name(s), email contact information, Insights provider, and start and end dates. Insights Credits expire at the end of the month and do not roll over to subsequent months. Sufficient Insights Credits are required to cover the monthly Mentions in the respective Topic Profile. Further information on Insights Credits can be found at <http://www.Salesforce.com/company/legal/insights-faq.jsp>. Use for the benefit of third party agency clients and purchase by authorized resellers are permitted subject to the Order Form Supplement for Social Studio for Agencies and Resellers terms at: <https://www.Salesforce.com/company/legal/agreements.jsp>. Information collected through Social Accounts, whether publicly available or not, may be subject to deletion without notice to Customer to the extent required by the MSA, applicable law or third party platform providers from which such information is derived, and Customer hereby directs SFDC to so delete such information. Data from Social Studio may be exported to other Services purchased by Customer from SFDC, ("Other SFDC Services"), provided, notwithstanding anything to the contrary in the Customer's subscription agreement(s) for Social Studio Services or Other SFDC Services: (i) the foregoing deletion requirements apply to any such exported data; and (ii) any data derived from Twitter shall not be displayed, distributed or made available to any third party nor exported from the Other SFDC Services. Additional terms may apply as set forth in the Marketing Cloud Trust and Compliance Documentation available at: https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documents&type=1&language=en_US as applicable to Social Studio. API access is subject to the Social Studio API terms in the Social Studio Trust and Compliance Documentation which includes the following: (i) the API may only be used for integration with Other SFDC Services or with systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available; (ii) use may be monitored by SFDC; and, (iii) uptime commitments or service level



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agreements do not apply to API access. To the extent Customer accesses any data derived from Twitter via the Services: (a) SFDC may collect, store, and report to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; (b) SFDC may disclose the Customer's identity and use case for the Services to Twitter, and such other information as provided in the Trust and Compliance Documentation, to the extent Customer is a public sector entity or such other entity as described in the Trust and Compliance Documentation; and (c) access to the Services may be immediately suspended upon notice that Customer has violated applicable Twitter terms as set forth in the Trust and Compliance Documentation, infringed Twitter's intellectual property rights or failed to comply with Twitter's privacy policy at <http://Twitter.com/privacy>.

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 - Location Services:

Customer's use of Location Services shall comply with the following Google terms of use:

- Maps Terms - https://maps.google.com/help/terms_maps.html
- Legal Notices - https://maps.google.com/help/legalnotices_maps.html
- Acceptable Use Policy - https://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html

NOTICE – Mobile Messaging:

Text Messaging – Applicable to SMS and MMS messaging (“Text Services”) Customer shall: (a) use the Text Services in accordance with the Marketing Cloud Notices and License Information at https://help.Salesforce.com/articleView?id=Marketing-Cloud-Trust-and-Compliance-Documentation&language=en_US&type=1 as applicable to ExactTarget and (b) indemnify, defend, and hold SFDC, the Aggregators, and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Text Services or Customer Data sent via the Text Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE MSA SHALL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN (b) ABOVE. Note: Only first instance messages (e.g., STOP, QUIT, CANCEL, END, UNSUBSCRIBE as the first word), as described in the Documentation, will stop recipients from receiving messages.

NOTICE – Predictive Intelligence:

Predictive Intelligence is provided using technology infrastructure different from that used by the ExactTarget Services comprising the Marketing Cloud Bundle. As a result, any representations, warranties and covenants regarding the service levels, support, privacy, security, or disaster recovery measures of other ExactTarget Services in the bundle are hereby disclaimed with respect to Predictive Intelligence. Predictive Intelligence is subject to 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 Predictive Intelligence.

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

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

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

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those

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

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf			

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

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

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products:
<https://www.mulesoft.com/legal/terms/EULA>

Salesforce.com Government at Carahsoft



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TO: Maya Thayer
 Project Manager III
 City and County of Denver
 201 W Colfax Ave
 Denver, CO 80202 USA

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

EMAIL: maya.thayer@denvergov.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (303) 880-4362

PHONE: (703) 921-4084

FAX: (703) 871-8505

TERMS: City and County of Denver Contract No. 201419193
 Term: January 1, 2015 - October 31, 2019
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX Remit
 To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 17796405
QUOTE DATE: 12/19/2019
QUOTE EXPIRES: 02/07/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$42,569.40

TOTAL QUOTE: \$42,569.40

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
DENVER FINANCIAL PROTECTION DIVISION						
1	204-1487-2	Service Cloud Performance Edition Salesforce.com, Inc. - 204-1487 Start Date: 02/13/2020 End Date: 02/12/2021		\$2,128.47 OM	20	\$42,569.40
SUBTOTAL:						\$42,569.40
TOTAL PRICE:						\$42,569.40
TOTAL QUOTE:						\$42,569.40



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In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02255238, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02255238, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Salesforce - Performance Edition (No Data.com)

Work.com. The Work.com features of Performance Edition and related support are provided in English only and exclude developer support. Health Information Restrictions. Information related to an individual's health or to the provision or payment of health care may not be submitted to the Work.com features of Performance Edition. Sandbox. The Sandbox feature of Performance Edition is 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.

Courtesy Administrators for Premier+ Success

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

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) 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 TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Einstein Bots Feature

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

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

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

Einstein Features

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

Scratch Org

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

