

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Bryon Horn
 Chief Information Officer
 FRESNO
 2600 Fresno St
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FROM: Bailey McCummings
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
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 Reston, Virginia 20190

EMAIL: Bryon.Horn@fresno.gov

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PHONE: (559) 621-2489

PHONE: (571) 662-3422

FAX:

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
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 39012814
QUOTE DATE: 05/09/2023
QUOTE EXPIRES: 06/08/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$495,343.91

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Must reference Carahsoft Quote #39012814 on Purchase Order

Quote Special Terms

Service Cloud - Unlimited Edition subscriptions ordered hereunder at pricing of \$80/User/Month are Restricted Use Subscriptions, and shall be subject to the following restriction(s): Restricted Use Subscriptions shall (1) only be provisioned to City of Fresno 311; (2) not be transferred to another Org; (3) not include any of the following functionality(ies) (by tab, as applicable): Leads, Opportunities, Assets, Campaigns, Products & Price Books; (4) be used only for the following purpose(s): supporting 311 activities or cases for the call center(s) and agencies that provides for a single point in entry/inquiry for citizen interaction with the Customer 6) be used only by the following type(s) of Users: 311 Customer Service employees and City employees that are responding to a case from the 311 system. 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.

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

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Product Special Terms

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.

Government Cloud Plus

The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>); and (ii) amends and supplements the Premier Success Plan (available at <https://sfdc.co/bDsV6q>) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce. Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and

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last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

Salesforce Shield

In order to use the Einstein Data Detect and Code Spec features, Customer's system administrator must first install the managed package available at: <https://sfdc.co/install-datadetect>.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>
Help & Training: <http://carah.io/Help>
Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here:
https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1