

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: Matt Brinkley
 CIO
 Texas Department of Emergency Management Courtesy
 TX USA

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

EMAIL: matt.brinkley@tdem.texas.gov

EMAIL: Katarina.Frustaci@carahsoft.com

PHONE:

PHONE: (703) 581-6722

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 24037217
QUOTE DATE: 10/05/2020
QUOTE EXPIRES: 10/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$31,607.44

TOTAL QUOTE: \$31,607.44

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0005	Lightning Service Cloud Unlimited Edition Salesforce.com, Inc. - 205-0005 Start Date: 10/05/2020 End Date: 10/04/2021		\$2,482.76 TX DIR	1	\$2,482.76
2	205-0186	US Premier+ Success Plan - Unlimited Edition 10% Net Price/\$100 Salesforce.com, Inc. - 205-0186 Start Date: 10/05/2020 End Date: 10/04/2021		\$248.27 TX DIR	1	\$248.27
3	206-068-679	Mobile Publisher for Logins Salesforce.com, Inc. - 206-068 Start Date: 10/05/2020 End Date: 10/04/2021		\$12.7321 TX DIR	2100	\$26,737.41
4	205-0024-679	Customer Community Logins Unlimited Edition Salesforce.com, Inc. - 205-0024 Start Date: 10/05/2020 End Date: 10/04/2021		\$10.1857 TX DIR	210	\$2,139.00
SUBTOTAL:						\$31,607.44
TOTAL PRICE:						\$31,607.44
TOTAL QUOTE:						\$31,607.44

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-----Product Special Terms-----

Mobile Publisher for Logins

Customer agrees that SFDC, directly or through an Affiliate, may include Customer’s Branding Materials in one or more Customized Apps and in Marketplace Listings, and may access and use the Branding Materials, including on SFDC internal workstations, as necessary to provide the related Mobile Publisher Services, including posting and distributing or otherwise making available the Customized App in the Marketplace. “Branding Material” means brand names, logos, graphic assets and other Customer intellectual property provided by Customer. For clarity, Branding Material as embodied in the Customized App shall remain Customer Data. “Customized App” means a Customer-branded application. In order to use the Mobile Publisher Services, Customer must first submit to SFDC, via the Services and, or as otherwise directed to SFDC, relevant information, including but not limited to Customer’s Branding Material. Customer is also responsible for completing all required steps as outlined in the Documentation. Customer shall not remove or alter any end user license agreement provided or embedded by SFDC. Customer shall supply a privacy statement for use in connection with the Customized App, unless one is provided by SFDC. Customer understands that the Customized App may be subject to additional restrictions and that it shall only be used and distributed by Customer in accordance with the Documentation. Customer acknowledges that the Customized App does not support any Marketplace payments functionality (including any app store or in-app purchase functionality) made available by a Marketplace operator (“Marketplace Payment Feature”).

Customer agrees it will not make available any website, transaction, or other content through the Customized App that would be prohibited or subject to any limitations under the terms and conditions of any Marketplace, including for example any terms relating to a Marketplace Payment Feature. Customer further agrees to abide by, and ensure its Users abide by, the Order Form Supplemental Terms that may be presented to its Users upon downloading the Customized App from the Marketplace, including any required flow-down terms of the relevant Marketplace, as provided therein. Customer further agrees to undertake any necessary action, including acceptance of any terms, required by the Marketplace in order to establish a method for distribution. For purposes of this Order Form, “Marketplace” means Apple App Store, Google Play and any of Apple or Google’s direct or indirect app distribution or delivery programs. Marketplaces are non-SFDC applications (a “Non-SFDC Application” or “Third-Party Application”, as that term may be defined in the Agreement between SFDC and Customer). “Marketplace Listings” means the title names, categories and other metadata, and any descriptions, screenshots and other informational or promotional material made available through the Marketplace with respect to the distribution of the Customized App. These terms are subject to change as reasonably required to comply with changes to Marketplace terms and conditions.

Mobile Publisher for Logins is further subject to the Order Form Supplement for Mobile Publisher Delegated Distribution (Delegate Model) at <https://www.salesforce.com/company/legal/agreements.jsp>. By signing or accepting this Order Form, Customer acknowledges that it has reviewed and accepts those supplemental terms and conditions.

Each Mobile Publisher subscription entitles the Permitted Users purchased pursuant to your underlying login-based products access to the Mobile Publisher Services within the same Org up to the number of logins per calendar month ordered (the “Permitted Number of Monthly Logins”). The beginning and end of each calendar month will conform with U.S. Pacific Time. For each of the Permitted Number of Monthly Logins, SFDC will allow up to 20 User subscriptions purchased pursuant to your underlying login-based products access the Mobile Publisher Services; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation (“Permitted Users”). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service). SFDC may review Customer's use of the subscriptions at any time through the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and

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do not roll over to subsequent months.

Customer Community (Logins/month)

Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission

set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through

the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

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 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

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return and deletion of data shall not apply to Scratch Orgs.

Service Cloud

Customer's use of this product is subject to the following restrictions:

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/sales-service-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

US Premier + Success Plan

US Premier+ Success. US Premier+ Success provides for products the support described in the Premier + Success Plan (<https://sfdc.co/bDsV6q>) ("Premier + Plan"), as amended by the following. Support Personnel. US Premier+ Success support requiring Log-In access to Customer Data will be provided by Qualified US Salesforce Employees, subject to these terms. "Qualified US Salesforce Employees" are Salesforce employees who (1) are physically located within the United States while performing the support; and (2) have completed a background check as a condition of their employment with Salesforce. All other personnel, including Customer Success Managers, Success Account Managers, Customer Success Technologists and any other personnel engaged in customer success roles and providing customer success services (collectively referred to as "Success Representatives") will not be Qualified US Salesforce Employees and will not have access to Customer Data unless Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel. Telephone Support. Telephone support is available in English only, and twenty-four hours a day, seven days a week. Submitting a Case. Users may submit a case in the following ways: (1) In the Services by logging in, clicking "Help & Training," clicking "Contact Support," and clicking "Open a Case," then providing the requested information and clicking "Submit" ("On-Line Case Submission"). Cases submitted via this route shall be automatically routed to a team of Qualified US Salesforce Employees. (2) By telephone call to Customer Support as described in the Premier + Plan. Calls for support received via telephone shall be initially responded to by individuals who are not Qualified US Salesforce Employees and who may be located outside the United States. These individuals will route cases to a team of Qualified US Salesforce employees. These individuals will access the following information about Users in order to route the calls to Qualified US Salesforce Employees: first and last name, email address, username, phone number, and physical business address. To submit a case for Severity Level 1 issues, Customer must call Customer Support. (3) Cases submitted via Chat will not be responded to by Qualified US Salesforce Employees and will not be subject to the applicable response time described in the Target Initial Response Time table of the Premier + Plan.

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.

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



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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.

The Einstein Bots Feature is 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://static.carahsoft.com/concrete/files/7715/9896/8711/SFDC_TERMS_OF_USE.pdf and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

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

Order Form Supplement for MuleSoft software:

https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/software-order-form-supplements/order-form-supplement-for-mulesoft-software.pdf