

**MASTER CLOUD SERVICE AGREEMENT MCSA0016  
SERVICE ATTACHMENT NUMBER EIGHT  
AMENDMENT NUMBER ONE**

**THIS SERVICE ATTACHMENT EIGHT, AMENDMENT NUMBER ONE** (the "Amendment") is between the State of Ohio, Department of Administrative Services (the "State") and Carahsoft Technology Corp. (the "Service Provider"). This Amendment changes the terms of the Master Cloud Service Agreement (MCSA0016).

WHEREAS, the State and Contractor entered into the Contract on November 30, 2015.

WHEREAS, the State and Contractor determined that a Contract Amendment was necessary to complete the work.

**Purpose.** This Amendment is being executed to update the Plans and Pricing table under Section 3 of Service Attachment 8.

The table below replaces the Plans and Pricing table under Section 3, Fees and Payment to add the following products.

- Sandbox Seeding (\*\*Add-On\*\*)
- Sandbox Seeding (\*\*Standalone\*\*)

**Plans and Pricing**

Plan:	Professional	Enterprise	Unlimited
Price per Salesforce* User per Month	\$1.95	\$2.75	\$3.45
<b>State of Ohio Discounted Rate (5%)</b>	<b>\$1.85</b>	<b>\$2.61</b>	<b>\$3.28</b>
Minimum Monthly Fee	\$250	\$250	\$250
<b>Plan Features:</b>			
Retention of Daily Backups	<i>60 Days</i>	<i>1 Year</i>	<i>Unlimited</i>
Retention of Monthly Backups**	-	<i>Unlimited</i>	<i>Unlimited</i>
Storage	<i>Unlimited</i>	<i>Unlimited</i>	<i>Unlimited</i>
Backup	✓	✓	✓
Restore	✓	✓	✓
Compare	✓	✓	✓

Full Sandbox Backup		✓	✓
Find			✓
HIPAA BAA			<i>Upon Request</i>
Single-Sign-On Integration			✓
Full Org. Data Export (SQL)			✓
Full Org. Data Export (Oracle)			✓
Proactive Data Monitoring Alerts			✓
Multiple Backups per Day			<i>Available for Additional Fee: 2x/day: 30% of total user cost 3x/day: 50% of total user cost</i>
<b>SANDBOX SEEDING (**ADD-ON**)</b>	*Not available for purchase with Professional Edition	Available for purchase:	Available for purchase:
Price per Salesforce* User per Month	N/A	\$0.65 Per Salesforce User* / Month	\$0.65 Per Salesforce User* / Month
<b>State of Ohio Discounted Rate</b>	N/A	<b>\$0.63 Per Salesforce User* / Month</b>	<b>\$0.63 Per Salesforce User* / Month</b>
<b>SANDBOX SEEDING (**STANDALONE**)</b>		<b>OwnBackup Standalone Sandbox Seeding For End-User Organizations</b>	

Price per Salesforce* User per Month	\$1.00 Per Salesforce User* / Month
<b>State of Ohio Discounted Rate</b>	<b>\$0.97</b> <b>Per Salesforce User* / Month</b>
Minimum Monthly Fee	\$500 per month
Retention of Daily and On-Demand Backups	Up to (5) Total
Smart Compare Tools	✓
Auditing	✓
Multi-Org Management	✓
(1) Full Sandbox Backup	1 per Production Environment

\*Active [salesforce.com](https://www.salesforce.com), SalesCloud, ServiceCloud and [force.com](https://www.force.com) Platform Licenses

\*Pricing listed above is the Price per User per Month Paid Annually (i.e. 800 users on the Unlimited plan would be invoiced at \$31,488 on the order effective date.

\*\* Unlimited Retention of the 1st Daily Backup of Each Calendar Month

For a period of 3 years from the date of this Service Attachment, the above pricing will not increase by more than 5% per year, on a per unit basis.

**Order Terms:**

**Buffer:** The buffer is a percentage above the purchased user capacity for which OwnBackup will not charge Customer until the purchased capacity plus the buffer has been exceeded. The buffer for The State of Ohio is 15%.

If during a quarter, Customer's User usage exceeds the purchased capacity + the Buffer, then Customer must pay Service Provider a true up payment.

**True-Up Payment:** The calculation is based upon the highest capacity reached during a quarter (without the Buffer) times the above monthly fee, less the purchased capacity times the monthly fee.

**Invoicing:** Service Provider will invoice Customer at the end of the year for all the quarterly True-Up Payments for that year (which payments are calculated at the end of each quarter). At the time of the annual renewal, the highest capacity reached during the annual term will become the purchased capacity for the next year (subject to payment and irrespective of the Buffer).

**User Definition:** Active Salesforce.com SalesCloud, ServiceCloud and Force.com Platform Licenses.

**User Reporting:** Upon request and no more than once a quarter, Customer must provide Service Provider with the information regarding its User count within Salesforce.com.

**Renewals:** Service Provider will use commercially reasonable efforts to notify Customer 90 days in advance of renewal. This order renews for additional 1 year periods upon written (including email) acceptance of said renewal notification, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

This Amendment shall become effective as of the date of the State's signature and shall remain in full force and effect for the term of the Contract. Except as modified by this Amendment, all of the terms and conditions of the MCSA and Service Attachment 8 shall remain in full force and effect.

**In Witness Whereof**, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract as of the dates appearing below.

**FOR THE CONTRACTOR:**  
Carahsoft Technology Corporation

By:  \_\_\_\_\_

Name: Brian King

Title: Senior Account Manager

Date: 11/13/2018

**FOR STATE OF OHIO:**  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By:  \_\_\_\_\_

Name: Robert Blair

Title: Director

Date: 11.19.18