Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

This Service Attachment (the "Service Attachment"), is between Carahsoft Technology Corp. ("Service Provider") having an office at 12369 Sunrise Valley Drive Suite D2 Reston, Virginia 20191, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 East Broad St, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA") between the Parties dated August 14, 2013.

1. General

Term of Subscription. Subscriptions commence on the start date specified in the applicable Order and continue for the Subscription Term specified therein. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in law, rules, or regulations.

Subcontractors. SalesForce is considered a subcontractor for the purposes of this agreement.

2. Services

Overview. Salesforce offers the following Services:

Force.com: Force.com offers custom application development which allows Subscribing Entities to have access to a real-time, development platform that allows communication and collaboration with employees and constituents.

Service Cloud: The Salesforce CRM-powered customer portal provides stakeholders the ability for access 24 hours a day, includes a social component that enables constituents to join the conversation about the agency on social networking websites, provides analytical tools and other Services, including email, chat, search, and gives Subscribing Entities service representatives access to constituents' entitlements and contracts.

Chatter: Chatter is a collaboration application to connect and share information securely with people at work in real-time, and a platform for users to send information proactively via a real-time news stream. Users can follow co-workers, groups and data to receive broadcast updates about project and customer status. Users may form groups and post messages on each other's profiles to team on specific programs

Sales Cloud: The Sales Cloud is a traditional starting point for tracking all stakeholder relationships. It provides the ability to see complete constituent/customer profiles and relationship histories, and it allows users to manage spending and performance across a variety of channels. From a single application, it tracks all opportunity-related data including milestones, decision makers, communications, and any information agency-unique processes.

Radian6 and Marketing Cloud: Radian6 is the social media monitoring and engagement platform that allows you to listen, analyze, and engage in conversations with an agency's stakeholders on the public social Web. With Radian6, Subscribing Entities have the ability to

listen to the dialogue about their agency or department, measure and analyze those conversations, and engage in real time.

Heroku: Heroku is the cloud platform for building and deploying social and mobile customer applications. Built on open standards, Heroku supports multiple frameworks, databases, and languages—including Java and Ruby.

Provision of Services. The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order Form during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

Scope of Service. Service Provider offers hosted solutions under this Service Attachment including related tasks such as:

- Steady State Services: Access to Salesforce.com licenses including their features and functionalities of the specific license editions and accessories for the agreed upon term.
- Discretionary and Disentanglement Services: Service Provider does not offer any Services for the transfer of existing systems or data to the Salesforce.com system. Data can be transferred by the Subscribing Entity or by an implementation partner of the Service Provider at the discretion of the Subscribing Entity through a Statement of Work.

Quote. A Quote is required for each new Order and will be considered the Order Form for purposes of the MCSA and this Service Attachment. The Service Provider must include a firm, fixed price for the Steady State Services as part of the Quote for each new Order. All costs must be specified in the Quote for the each Service and must be consistent with the rates and the authorized charges specified in this Service Attachment.

Discretionary and Disentanglement Services each must have a separate Quote created at the time either of those Services is requested.

Assumptions. The Service Provider must list all the assumptions the Service Provider made in preparing a Quote. If any assumption is unacceptable to the Subscribing Entity, the Subscribing Entity may reject the Quote. No assumptions may be inconsistent with the MCSA or this Service Attachment.

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Submittal of Deliverables.

The Service Provider must provide all Services no later than the due date in the applicable Order and must meet the requirement of the MCSA, this Service Attachment and the Quote. The quote provided in the Order will dictate the start and end dates, type, and quantity of the licenses that will be provided. Any written documents described in the Quote must be provided in an acceptable electronic file format to the Subscribing Entity.

By submitting a deliverable, the Service Provider represents that it has performed the associated tasks in a manner that meets all the requirements of the MCSA, this Service Attachment, and the applicable Quote. Subscribing Entities have the ability to confirm license types and quantities through their Administrator account.

Service Responsibilities. The Subscribing Entities will be responsible for providing only those things, if any, expressly identified in the MCSA, this Service Attachment, and the applicable Quote. If a Subscribing Entity has agreed to provide facilities or equipment or other items, the Service Provider, by agreeing to the applicable Quote and placing an Order Form, warrants that the Service Provider has either inspected the facilities, equipment, and items or has voluntarily waived an inspection and will use them on an "as is" basis.

The Service Provider will serve as a liaison and will ensure the successful execution of the Service for the Subscribing Entity. The Service Provider will be responsible for all communications regarding the Service and will discuss any issues, recommendations, and decisions related to the Service with the applicable Subscribing Entity's representative.

If any part of the Service requires the Service Provider to do work on the Subscribing Entity's property, the Subscribing Entity will provide the Service Provider with reasonable access to the site for that purpose. After the work is complete, the Service Provider must complete an acceptance letter and secure the signature of the Subscribing Entity's representative accepting the work. The letter must describe the nature, date, and location of the work, as well as the date the Service Representative accepted it.

System Description. The Quote must contain description of what Service(s) each license will provide and must identify any third parties that will be involved in supplying the Service(s) via a license. The description must identify any requirements or changes necessary in order for the Service(s) to properly function on Subscribing Entity's system.

Commercial Materials. All licenses listed on the quote will be commercial materials being manufactured by Salesforce.com. If the Service Provider or a third party licensor expects the Subscribing Entity to enter into a license for the Commercial Material, the Subscribing Entity agrees that it has had the chance to review the End User License Agreement available in Exhibit C. The Service Provider must acquire for the Subscribing Entity or provide directly to the Subscribing Entity a license in the Commercial Material for the Subscribing Entity to use the Commercial Material for its own internal business purposes and to have the Service Provider use the Commercial Material on behalf of the Subscribing Entity as an outsourcer. If the license will be held by the Service Provider rather than the Subscribing Entity, the license must be assignable to the Subscribing Entity on termination of the Order Form without any fee or cost associated with

the assignment and transfer, and the assignment must include a right to use other third-party outsourcers in an arrangement similar to that with the Service Provider under the SOW at no additional charge.

Hardware Shipment. No hardware will be supplied by the Service Provider for Services provided in this Service Attachment.

3. **Steady State Service**

Steady State Service Level Requirements. The Service Provider must document in the Order Form the support it expects from the Subscribing Entity, along with experience and qualification levels needed. Any applicable maintenance fees or other expenses must be documented in the Quote and must identify which party will be responsible for payment.

Run Book. The Service Provider will keep a log of all licenses owned by the Subscribing Entity. This information is also available for the Subscribing Entity to access at any time through their licenses.

Regular Meetings or Conference Calls. The Service Provider and each Subscribing Entity will determine an appropriate set of scheduled periodic meetings or conference calls to be held between representatives of the Subscribing Entity and the Service Provider. At either Party's request, the other Party will publish its proposed agenda for any meeting, sufficiently in advance, to allow participants an opportunity to prepare. The Quote or Order Form must address the agreed upon form and frequency of such discussions.

System Changes. Not Applicable.

Reporting. The Service Provider will use appropriate measurement and monitoring tools and metrics, as well as standard reporting procedures, to measure, monitor, and report the Service Provider's performance against the applicable Service Level Agreements ("SLAs") herein and any additional ones contained in any Quote hereunder. All information on system uptime can be found at trust.salesforce.com. If a Subscribing Entity feels that the SLA terms have not been met, they can submit a claim to the Service Provider following the steps outlined in section 3 of the SLA document.

Steady-State Service. The Steady State Service pertains to the period following the execution of an Order Form and licenses become available to the Subscribing Entity via their internet connection. The Service Provider will obtain written confirmation from the State, upon completion of the contracted period, confirmation that agreed-upon Service Levels were met. The Service Provider will, through ongoing support and maintenance control processes, maintain support of the solutions developed by the Service Provider during the term of the Order.

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Support. The Service Provider will:

(i) Provide the Service Provider's basic support for the Services to the Subscribing Entities at no additional charge, plus upgraded support can be purchased;

(ii) use commercially reasonable effort to make the Services available 24 hours a day, 7 days a week, except for:

a. planned downtime for which the Service Provider must give at least 8 hours notice via the Services and which the Service Provider must schedule between 10 p.m. and 6 a.m. Eastern Time and on Saturdays;

b. any unavailability covered by the Agreement's Excusable Delay clause or by the Service Level Agreement (SLA); and

(iii) provide the Services in full accordance with applicable laws and government regulations.

The Service Provider will provide the Subscribing Entities with an update, as necessary, a list of help desk phone numbers based on the type of support purchased.

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Features	Standard	Premier	Premier+
Support initial response time by case Severity Level[1]	2 business days[2]	Severity 1: 1 hours[3] Severity 2: 2 hours[4] Severity 3: 4 hours[4] Severity 4: 8 hours[4]	Severity 1: 1 hours[3] Severity 2: 2 hours[4] Severity 3: 4 hours[4] Severity 4: 8 hours[4]
Online access to Standard success resources: Help, knowledge base, "Getting Started" training	☑	☑	☑
Access to Premier success resources Premier Toolkit, user adoption and release programs		☑	☑
24/7 toll-free phone support		☑	☑
Premier developer support		☑	☑
Premier online training catalog (100+ titles)		☑	☑
Customizable training templates		☑	☑
Assigned success resource[5]		☑	☑
Administration services to update your Salesforce solution[6]			☑

[1] Severity level definitions:
Severity 1: Critical - Production issue affecting all users; System unavailability; Data integrity issues
Severity 2: Urgent - Persistent issue affecting many users; Major functionality is impacted; Significant performance degradation
Severity 3: High - System performance issue or bug affecting some but not all users
Severity 4: Medium - Inquiries about routine technical issues; Information requests on application capabilities, navigation, installation or configuration

[2] Excluding holidays

[3] 24/7 Severity 1 and 2 coverage includes weekends and holidays

[4] Severity 3 and 4 target response times include local business hours only and exclude weekends and holidays

[5] Assignment of a Premier success resource will be made with 200 or more full Salesforce CRM user subscriptions, or a total Premier annual fee of $50,000 or more

[6] See appendix for list of Administration Services

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Appendix: Premier + Success Plan Administration Services

Administration Categories/Tasks	Description of Administration Tasks
Set Up and Customization	
Users[1]	Create, update and deactivate users
Portal Users[1]	Create, update and deactivate portal users
Roles	Create and update roles and role hierarchies
Profiles	Create and update profiles
Public Groups	Create and update public groups
Custom Objects	Create and update custom objects
Standard Objects	Update standard objects
Custom Fields	Create and update custom fields
Page Layouts[2]	Create and update page layouts
Record Types	Create and update record types
Custom Buttons and Links[2]	Create and update custom buttons and links
List Views	Create and update list views
Queues	Create and update queues
Assignment Rules	Create and update assignment rules
Auto-response Rules	Create and update auto-response rules
Escalation Rules	Create and update escalation rules
Support/Lead Settings	Update settings
Manage Teams (Account/Sales/Case)	Create and update teams on user record
Pricebook	Create and update pricebook
Workflow Rules/Tasks/ Alerts/Field Updates	Create and update workflow rules, tasks, alerts, and field updates
Approval Processes	Create and update workflow approval processes
Reports	Assist in creation and modification of reports as necessary
Dashboards	Create and update dashboards as necessary
Analytic Snapshots	Create and update analytic snapshots as necessary
Custom Report Types	Create and update custom report types
Validation Rules	Assist in creation and modification of validation rules as necessary
Formula Fields	Assist in creation and modification of formula fields as necessary
Summary Formula Fields	Assist in creation and modification of summary formula fields as necessary
Translations Workbench	Creat and update translations
Forecast Hierarchy	Update forecast hierarchies
Territory	
Territory Hierarchy	Create and update territory hierarchies
Territory Rules	Create and update territory rules
User Territory Assignments[1]	Create and update user territory assignments

Administration Categories/Tasks	Description of Administration Tasks
Communication Templates	
HTML Letterhead Templates	Create HTML letterhead templates[4]
Email Templates	Create email templates
Quote Templates	Create and update quote templates
Data	
Mass Transfer Records[1]	Mass transfer records, provided by customer in formatted CSV file
Mass Delete Records[1]	Mass delete records, provided by customer in formatted CSV file
Mass Create Records[1]	Mass create records, provided by customer in formatted CSV file
Mass Update Records[1]	Mass update records, provided by customer in formatted CSV file
Security	
Sharing Rules	Create and update sharing rules
Field Accessibility	Create and update field accessibility
Password Policies	Manage password policies
Session Settings	Manage session settings
IP Rages	Add and update IP ranges
Company	
Currencies	Manage currencies
Fiscal Year	Create and update fiscal year
Business Hours	Create and update business hours
Productivity and Collaboration	
Create Content	Create and update content workspaces
Add Users to Workspaces	Add users to workspaces
Chatter Feed Settings (org wide)[1]	Create and update Chatter feed settings
Chatter Groups[1]	Add users to Chatter groups
Search Settings	Create and update search settings
Ideas Settings	Create and update ideas settings
Answer Settings	Create and update answers settings
Mobile	
Mobile Configurations	Create and update mobile configurations

Administration Services excludes the initial implementation of Salesforce, data migrations, data management or manipulation (de-duping, merging, cleansing), copy from one org/object to another, Flow, AppExchange installs/uninstalls/customization, VLOOKUPs and custom code.

[1] Customer provides data in Salesforce-specified CSV format.

[2] Excludes custom code.

[3] Excludes use of Force.com pages (Visualforce), JavaScript, or parameter passing through URL.

[4] Includes creation of templates; HTML email content provided by customer.

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Break/Fix Support. The Service Provider will be solely responsible for all break/fix support, including but not limited to tracking, monitoring, and providing remediation for solution defects and incidents for all systems and environments and supporting facilities, hardware, software, components, and connectivity, as well as maintaining appropriate solution documentation.

Administration Support. The Service Provider also must maintain an email listing of users so when the system has a scheduled or unscheduled outage or reduction in performance, the Service Provider must notify Subscribing Entities of the outage and subsequent restoration. The Service Provider or any third party provider will ensure all software is current with new releases, versions, and patches, unless a Quote provides otherwise.

Security Services. The Service Provider will be responsible for maintaining information security for all systems in all environments under the Service Provider's management in full accord with the provisions of the MCSA.

The Service Provider's responsibilities in this regard include among others installing and updating systems software security, resetting passwords, providing the administrator license of the Subscribing Entity access to create user ID's for each license purchase, allowing the Subscribing Entity's administrator to suspend and deleting inactive logon IDs, addressing system security problems, processing Subscribing Entity security requests, performing regular security reviews, providing incident investigation support, and providing environment and system security support.

Network Connectivity & Monitoring Services. The Service Provider will be solely responsible for all aspects of network operations for the Subscribing Entities' systems and related devices hosted on the Service Provider's LAN, as well as all WAN support up to the Service Provider's demarcation point, if applicable. The Service Provider will ensure the licenses are delivered via the internet but the Subscribing Entity will be responsible for any network issues from the Subscribing Entity's side that prevents the Subscribing Entity access to the internet.

Systems Management and Administration. Applying best practices and tools, the Service Provider will be responsible for all aspects of system and network management and administration for all environments and all hardware, software, components, and facilities used to provide the Service and will coordinate the installation, testing, configuration, operation, troubleshooting, maintaining, tuning, monitoring, backing up, restoring, capacity and other planning, quality assurance, and updating of the systems. The Service Provider also will manage the security functions related to the systems in accordance with the requirements of the MCSA. This includes for any system not integrated with a Subscribing Entity's Active Directory (or other LDAP service) to support single sign-on capability for users, administering accounts, access, and passwords and the related security controls to maintain the integrity of the systems. And the Service Provider will keep all aspects of the systems and environments current with appropriate patches, fixes, service packs, updates, and new releases of all underlying system elements. With respect to major updates, such as installation of new releases of key elements of any system, the Service Provider will coordinate the upgrade with the affected Subscribing Entities to facilitate user testing and to otherwise ensure a smooth implementation.

Asset Inventory and Management. Upon request Service Provider will provide the Subscribing Entities a list of all licenses currently owned by the Subscribing Entity, along with any required license information.

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Disaster Recovery. See Exhibit B for the Service Provider's disaster recovery plan.

4. **Disentanglement Service**

Disentanglement Service. The Service Provider will provide to the Subscribing Entities instruction on how to download all data from the Service.

Disentanglement Plan.
Should the Subscribing Entity not renew their contract, Service Provider will provide the Subscribing Entity with instruction on how to download their data from the application. Or the Service Provider will provide data to the Subscribing Entity.

5. **Proprietary Rights**

Restrictions. Neither the Service Provider nor a Subscribing Entity may do anything that violates any license of a third party's Commercial Material used in any hosted system.

Subscribing Entity Applications and Code. If a Subscribing Entity, a third party acting on a Subscribing Entity's behalf, or a user creates applications or program code using the Services, the Subscribing Entity authorizes the Service Provider to host, copy, transmit, display, and adapt such applications and program code, solely as necessary for the Service Provider to provide the Services in accordance with this Agreement. Subject to the above, the Service Provider acquires no right, title, or interest from the Subscribing Entity or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein, and the Subscribing Entity is entitled to port, use, and host such anywhere.

Subscribing Entity's Data. Subject to the limited rights granted by the State hereunder, the Service Provider acquires no right, title, or interest from the State or its licensors under this Agreement in or to the Subscribing Entity's Data, including any intellectual property rights therein.

6. **Fees and Payment**

Fee Structure. Please see Exhibits D & E.

Fees. The Subscribing Entities will pay all fees specified in all its Orders issued to Service Provider hereunder, subject to the Terms MCSA and this Service Attachment. No Quote may specify an Order Term for Steady State Service not identified and priced in this Service Attachment. The Quote also may not cover any billable services not listed in this Service Attachment as a Service. The number of Object subscriptions (e.g., the number of users) purchased cannot be decreased during the relevant Order Term, except as provided in the Agreement. They may, however, be increased during an Order Term. Object subscription fees are based on yearly periods that begin on the subscription start date and each year anniversary thereof; therefore, fees for Object subscriptions added in the middle of a Service period will be charged for that full month and the remaining in the subscription Term. Additions of Object subscriptions during a Term does not extend that Term. No Order Form may specify a

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Subscription Term not identified and priced in this Service Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service.

After 90 days, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Invoicing and Payment. Fees will be invoiced once per year at the time of annual renewal; additions to contract will be invoiced when new product is added and otherwise in accordance with the Order and the Agreement. Fees are due in accordance with the Terms of the Agreement, which no Order may alter. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

7. SLAs for the Services. Fees and Payment

Service Level Agreement. Service levels are addressed in Exhibit A (Service Level Agreements) and additional SLA language will be included in Exhibit C regarding End User License Agreements.

8. Miscellaneous

Return of Subscribing Entity Data

At no additional cost to the Subscribing Entity, upon request made at any time during a Service Term or within 60 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity for download its Subscribing Entity Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscribing Entity reasonably requests within one day of the request and at no additional charge to the Subscribing Entity. After such 60-day period, the Service Provider will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

Permits. Unless otherwise provided in this Service Attachment or the applicable Quote, the Service Provider is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Service and maintaining them throughout the Order Term or necessary portion of it.

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Ownership of Deliverables. Except as expressly provided otherwise herein, the applicable Subscribing Entity will own all deliverables the Service Provider produces under any SOW(s) it enters into with the Service Provider, with all rights, title, and interest in all intellectual property that come into existence through the Service Provider's custom work being assigned to the Subscribing Entity.

Additionally, the Service Provider waives any author rights and similar retained interests in custom-developed material. The Service Provider must provide the Subscribing Entity with all assistance reasonably needed to vest such rights of ownership. The Service Provider will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Preexisting Materials"), but grants to the Subscribing Entity a nonexclusive, royalty-free license to use, copy, and distribute such Preexisting Materials included in any custom work developed for the Subscribing Entity. Commercial Material delivered to a Subscribing Entity will be governed by the license described in another section of this Service Attachment.

Passage of Title. Title to any deliverable other than licensed Commercial Material and Preexisting Material will pass to the Subscribing Entity only on acceptance of the deliverable. All risk of loss, regardless of the cause, will remain with the Service Provider until title to the deliverable passes to the Subscribing Entity and it is delivered to the Subscribing Entity.

Export. The Service Provider must comply in all respects with U.S. statutes, regulations, and administrative requirements regarding its relationships with non-U.S. governmental and quasi-governmental entities, including but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR"), the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control.

The Service Provider will provide resources for the Services described herein only from individuals who are a lawful permanent resident, as defined in 8 U.S.C. 1101 (a)(20), or who are protected individuals, as defined by 8 U.S.C. 1324b(a)(3). This also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S, as well as any governmental (federal, state, local), entity.

HIPPA Compliance. Where the Service Provider is handling health or medical data for a Subscribing Entity, the Service Provider must comply with data handling and privacy requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations.

Confidentiality Agreements. When the Service Provider performs a Service under this Agreement that require the Service Provider's or its subcontractors' personnel to access facilities, data, or systems that a Subscribing Entity, in its sole discretion, deems sensitive, the Subscribing Entity may require the Service Provider's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgement and have a background check performed before accessing those facilities, data, or systems. Each Subscribing Entity may require a different confidentiality agreement or acknowledgement, and the Service Provider's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each Subscribing Entity. The Service Provider must immediately replace

any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

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

CARAHSOFT	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
Ellen Lord	
Signature	Signature
Ellen Lord	Robert Blair
Printed Name	Printed Name
Director of Contracts	DAS Director
Title	Title
4-13-15	4-20-15
Date	Effective Date
52-2189693	
Federal Tax ID	

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EXHIBIT A_

Service Level Agreement

This Exhibit (Service Level Agreement) ("SLA") is subject to and made a part of the attached Service Attachment.

1. **Availability.** Salesforce.com ("SFDC") Service Provider shall make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right) * 100\right] \geq 99\%$$

Where:

- *total* means the total number of minutes in the calendar quarter;
- *nonexcluded* means downtime that is not *excluded*; and
- *excluded* means:
    - Any planned downtime of which SFDC gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. Service Provider will use commercially reasonable efforts to schedule all planned downtime during the hours from 9:00 p.m. Friday to 6:00 a.m. Monday, U.S. Eastern Standard Time.
    - Any unavailability caused by circumstances beyond Service Provider's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Subscribing Entity subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Subscribing Entity subscribed.

2. **Remedies** Should Service Provider fail to make the Service available as set forth in Section 1 above in a calendar quarter, Subscribing Entity may continue to use the Service but receive a refund for one full day of subscription fees for each active subscription on the affected Service instance in that quarter, for each full or partial hour of Service unavailability below the percentage specified in Section 1 above. In no case shall the total refund for any quarter exceed the lesser of $100,000 or 33% of the subscription fees paid by Subscribing Entity for such quarter. Should Service Provider fail to make the Service available as set forth in Section 1 above in two consecutive calendar quarters, Subscribing Entity may, in lieu of receiving the above-described refund for the second quarter, terminate the Order by providing notice of termination in accordance with Section 3 below, in which case Service Provider will refund to Subscribing Entity any prepaid fees for the remainder of the Service subscription term(s) following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Subscribing Entity for breach of this SLA.

3. **Reporting, Claims and Notices.** To claim a remedy under this SLA, Subscribing Entity shall send Service Provider a notice, via email addressed to salesforceOHIO@carahsoft.com, containing the following details:

    - Subscribing Entity agency name and administration point of contact
    - Downtime information with dates and time periods for each instance of downtime during the relevant period
    - An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within 10 business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar

quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against SFDC's system records. Should Service Provider dispute any period of unavailability alleged by Subscribing Entity , Service Provider will provide to Subscribing Entity a record of Service availability for the applicable period.

4. **General:** Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. Service Provider shall have no obligations under this SLA during any period in which Subscribing Entity is in material breach of the Agreement, including any period in which Subscribing Entity has failed to meet its payment obligations thereunder.

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EXHIBIT B_

Disaster Recovery/Business Continuity Plan Summary

Definitions

Landlord's – refers to the Subscribing Entity.

Customer – refers to the Subscribing Entity.

Overview: Business Continuity Management at Salesforce.com (SFDC) is under the direction of the Vice President of Enterprise Risk Management and Business Continuity Planning. The Executive Vice President and Chief Financial Officer is the executive sponsor.

Crisis Management Team: SFDC has a Crisis Management Team (CMT) that is comprised of select executives from key departments at SFDC. The CMT is activated or enabled when a crisis or significant event occurs, and is responsible for evaluating the situation and responding accordingly. Depending on the severity of an incident the CMT Leader may request engagement from various support teams to assist with the mitigation of the incident. The CMT meets on a periodic basis for training, education, and review of the documented CMT Action Guide, or as required due to a crisis or significant event. CMT members have a specific role and set of responsibilities and are expected to be available at all times (24/7/365). The CMT conducts table-top exercises, at minimum, once per annum.

Emergency Response: SFDC has Emergency preparedness plans that provide additional emergency preparedness, response information, instructions, and guidelines to protect the safety and well-being of employees and guests if an emergency situation transcends the Landlord's facility emergency plan.

Pandemic Planning: SFDC has implemented a pandemic preparedness plan, which was created and validated by International SOS, a world leading provider of medical assistance, international healthcare, security and travel services. The plan enables employees to respond effectively and efficiently to a pandemic using a phased approach, helping to ensure essential operations are maintained and minimizing transmission of the pandemic virus among employees, customers, and partners.

Business Continuity Planning: SFDC has business continuity plans (BCP) for critical business functions. BCPs are reviewed at least twice a year, and are tested on an annual basis.

Enterprise Risk Management: SFDC conducts an annual enterprise risk assessment, focusing primarily on operational risks. The enterprise risk management program also incorporates business continuity planning, SOX Compliance, and ISO 27001. A risk assessment council meets periodically to discuss current and emerging risks.

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

Production Site Recovery Methodology: To maximize availability of the SFDC service, the service is delivered using top tier, enterprise-class data centers. Each data center provides production services for a set of points of delivery (PODs) and disaster recovery (DR) services to other PODs. Salesforce.com also maintains a separate production-class research and development lab and data backup archive facility. All data centers utilize carrier-grade components designed to support millions of users at the highest levels of performance and availability. Extensive use of high availability servers and network technologies, combined with multi-carrier and carrier-neutral network strategy, mitigate the risk of single points of failure and provide a highly resilient environment with maximum up- time and high performance.

In terms of data integrity, salesforce.com performs remote data vaulting of all production PODs to a geographically remote, full-scale DR site. Should there be a catastrophic failure at the PODs' primary facility or another type of disaster affecting that facility, SFDC would initiate its disaster recovery process. Recovery would be performed locally on-site at the PODs' primary production data center if the recovery could be completed within SFDC's recovery time objective (RTO) and recovery point objective (RPO). If recovery could not be completed at the PODs' primary production data center within SFDC's RTO and RPO, recovery would be performed at the PODs' remote DR site data center.

SFDC utilizes "tiered" storage solutions in very large SAN storage arrays from Hitachi and EMC. Hitachi's Shadow Image and EMC's TimeFinder technologies are used to perform real-time disk-disk snapshot replication of the data within each individual SAN storage array at each data center, while Hitachi's True Copy and EMC's Symmetrix Remote Data Facility (SRDF) technologies are used to perform near real-time data replication between the PODs' primary production data center and the PODs' remote DR site. Data is transmitted across a dedicated encrypted link.
Nightly tape backups are also performed at all the production data centers, and a copy of each nightly backup is transmitted to our secure data center archive facility. Tapes never leave our secure data center facility.

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

Focus on Infrastructure

Near real-time replication

Validated disaster recovery strategy

Tape Backup Schedule- Multiple Full / Multiple Incremental

Customer facing - Carrier neutral network strategy

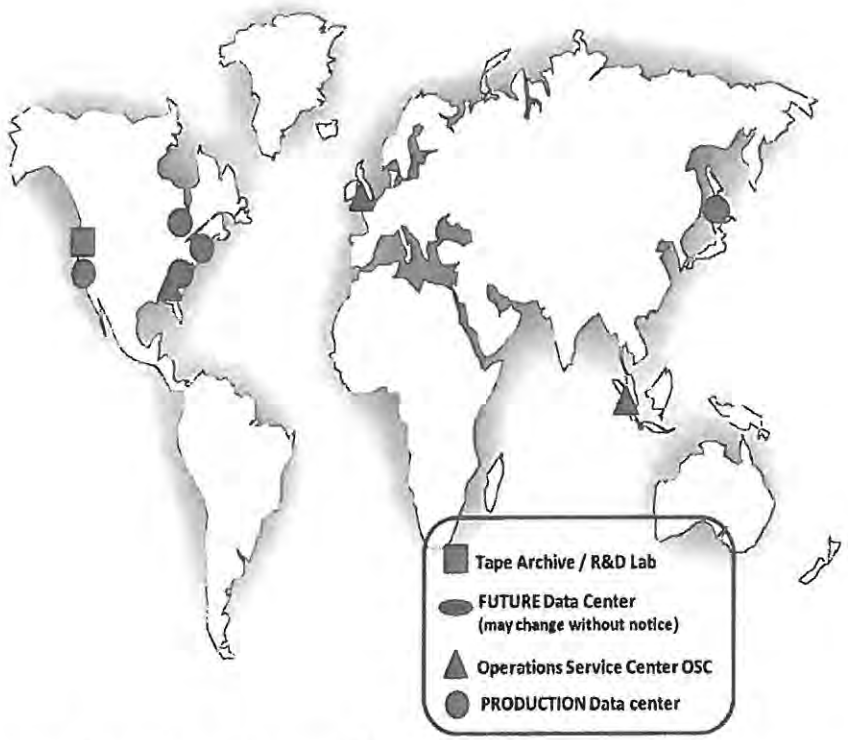
Internal - Secure encrypted MPLS / VPLS Network Architecture (point-to-point data replication)

Recovery Time Objective (RTO) = 12 hours, after "declaration"..

Damage Assessment Time = "up-to" 4 hours.

Recovery Point Objective (RPO) = 4 hours

NOTE: Total time to a Recovery state of core services from time of event is 12-16 hours depending on damage assessment time.



Data Center Recovery Planning Progress: As a part of developing a viable disaster recovery plan and program for the production environment and platforms, SFDC conducts a disaster recovery exercise at least once per annum.

The scope of the disaster recovery exercise is to validate the ability to failover (simulated) a production POD from the primary data center to the secondary data center utilizing developed operational and disaster recovery procedures and documentation.
Key elements of proof include:

- Network access
- Hardware and / or server component accessibility (POD)
- Application(s) accessibility
- Data currency (RPO)
- Plan elements are reviewed and updated
- Task, script and procedures remain current

The disaster recovery teams, on numerous occasions, have successfully brought up a production POD instance in a secondary data center with customer participation; run-book, script processes and individual tasks were validated; data-loss potential was measured and well within current stated limits; customers have successfully completed their disaster recovery exercise tasks in the secondary data center in an extended maintenance window.
Additionally, disaster communication processes were exercised utilizing the mass notification system, which included call-outs with response requests to SFDC's Crisis Management Team (CMT) and the production disaster recovery teams.

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

SFDC will continue to test its disaster recovery plan at least once per annum.

Data Center Facilities: The Salesforce.com service runs from various enterprise-grade data centers globally. Cameras (static, PTZ and IR based) provide interior and exterior surveillance, monitored by onsite security guards around the clock. Various combinations of Card-key access, PIN-based & bio-metric system restrict access to and within the data center. Electrical power, telecommunications, and environmental systems (cooling, fire suppression, etc.) are fully redundant with redundant uninterruptible power supply units, diesel generators, and water supplies available for emergency use. Heat, smoke, fire detecting and suppression systems are strategically located throughout the facility with special attention paid to the reliability of the support systems. Advanced building logic control systems monitor temperature, humidity, and other environmental conditions. Notification via email/paging mechanisms and onscreen dashboards display all critical functions and any alarm conditions.

Power: Various UPS solutions are used including chemical based battery strings and rotary based flywheel technology setup in a N+1 at the UPS level and N+1 at the emergency/generator power level. Both solutions can provide Salesforce.com an uninterrupted power supply while the load is being transitioned to emergency/generator power in the case of a utility outage. All data centers have power capacity to support the load for the entire facility for a minimum of 48 hours on emergency generator power with multiple vendors to supply fuel as required. In the event of a critical data center facility service impacting failure or disaster, Salesforce.com has the ability to transition to a full scale, data replicated, geographically diverse alternate data center.

Staffing in the Event of a Disaster: The services provided by SFDC are based on a multi-tenant application. All staff resources would be dedicated to restoring the service of the SFDC site if the site were to go down. Each customer's org would be recovered in unison with the instance that contains its org.

Activation/Notification: The SFDC Premier Support Team has processes to contact Premier Support customers' designated representatives in the event of a declaration of a disaster. In such an event, SFDC Premier Support will maintain communications with Premier Support customers, and provide feedback to SFDC's operations teams regarding the effectiveness of recovery.

In the event of an actual declared disaster (including a force majeure event), and such disaster is not fully addressed in this Disaster Recovery/Business Continuity Plan, SFDC will use commercially reasonable efforts to provide disaster recovery services to restore the service to customer as quickly as possible.

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

EXHIBIT C_

End User License Agreements

SALESFORCE (GSA 01.30.2012 – CARAHSOFT FINAL) Service Terms
End User License Agreement

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Service" means the online, Web-based application provided by Salesforce.com (sometimes referred to as "SFDC") via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time. Any terms and conditions that may be contained within the User Guide that conflicts with the Master Cloud Service Agreement (MCSA) and Service Attachment 1(SA), the MCSA and SA will prevail.

"Users" means Subscribing Entity employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords (by Salesforce.com or Subscribing Entity's reseller at Subscribing Entity's request).

"Subscribing Entity" means the customer entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"Subscribing Entity's Data" means all electronic data or information submitted by the Subscribing Entity to the Service.

1. **Use of Service.**

(a)User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

(b) Subscribing Entity

(i) is responsible for all activities occurring under the Subscribing Entity's User accounts;
(ii) is responsible for the content of all Subscribing Entity Data; and
(iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Subscribing Entity's reseller or Salesforce.com promptly of any such unauthorized use the Subscribing Entity becomes aware of.

Both parties agree to comply with all applicable federal law and regulations in using the Service.

(c) Subscribing Entity shall use the Service solely for Subscribing Entity's internal business purposes and shall not:

(i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms;
(ii) knowingly send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
(iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights except in furtherance of a legitimate governmental purpose;

(iv) intentionally send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
(v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
(vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(d) The Subscribing Entity shall not
(i) modify, copy or create derivative works based on the Service (examples include reverse engineering the Service or taking intellectual property from the Service);
(ii) frame or mirror any content forming part of the Service, other than on the Subscribing Entity's own intranets or otherwise for its own internal business purposes;
(iii) reverse engineer the Service; or
(iv) access the Service in order to
(A) build a competitive product or service, or
(B) copy any ideas, features, functions or graphics of the Service.

2. Service Provision.

Salesforce.com will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

(a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern Standard time Friday to 3:00 a.m. Eastern Standard time Monday), or
(b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays.

Salesforce.com will provide the Services only in accordance with the MCSA, SA1, Order and applicable laws and government regulations.

3. Acquisition of Third-Party Products and Services.

Any acquisition by the Subscribing Entity of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between the Subscribing Entity and any third-party provider, is solely between the Subscribing Entity and the applicable third-party provider. Salesforce.com does not warrant or support third-party products or services, whether or not they are designated by Salesforce.com as "certified" or otherwise. No purchase of third-party products or services is required to use the Service as provided by Salesforce.com.

4. Third-Party Applications and Subscribing Entity's Data. If the Subscribing Entity installs or enables Third-Party Applications for use with the Service, the Subscribing Entity acknowledges that Salesforce.com may allow providers of those Third-Party Applications to access Subscribing Entity's Data as required for the interoperation of such Third Party Applications with the Service. Salesforce.com shall not be responsible for any disclosure, modification or deletion of the Subscribing Entity's Data resulting from any such access by Third-Party Application providers. The Service shall allow the Subscribing Entity's to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Service.

5. Google Services. Service features that interoperate with Google services depend on the continuing availability of the Google application programming interface ("API") and program for use with the Service. If Google Inc. ceases to make the Google API or program available on reasonable terms for the Service, Salesforce.com may cease providing such Service features. The Subscribing Entity will receive a refund for the remainder of the Order Term if contracted Services are unavailable to the Subscribing Entity.

6. Proprietary Rights. Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual property rights. The Service is deemed Salesforce.com confidential information, and the Subscribing Entity will not use it or disclose it to any third party

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

except as permitted in these SFDC Service Terms and except as required by law, upon notice to Salesforce.com.

7. Subscribing Entity Data. As between Salesforce.com and the Subscribing Entity. The Subscribing Entity exclusively owns all rights, title and interest in and to all of the Subscribing Entity's Data. And data is deemed the Subscribing Entity's confidential information, and Salesforce.com shall not access the Subscribing Entity's User accounts, including Subscribing Entity's Data, except to respond to service or technical problems or at the Subscribing Entity's request.

8. Compelled Disclosure. If either the Subscribing Entity or Salesforce.com is compelled by law to disclose confidential information of the other Party, the Party shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

9. Suggestions. Subscribing Entity agrees that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by the Subscribing Entity or the Subscribing Entity's Users relating to the operation of the Service.

10. Fees. Contracted for fees for use of the Service represent a firm commitment and the number of User subscriptions contracted cannot be reduced in the middle of a Subscription Term.

11. Data Storage. The Subscribing Entity is entitled to a cumulative amount of storage per User Subscription at no additional charge as set forth in the User Guide for the Service Subscription type purchased. The Subscribing Entity may purchase additional storage if necessary, and the Subscribing Entity may contact the Subscribing Entity's reseller for negotiated rates listed in Service Attachment 1 price list.

12. Support. SFDC will provide the Subscribing Entity with basic support as described from time to time by SFDC at www.salesforce.com and will be quoted on an Individual Case Basis (ICB). In the event that Subscribing Entity purchased an upgraded support package, then upgraded support contact information will be provided to Subscribing Entity together with initial account set up information.

13. No Warranty. SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE AND/OR SUPPORT, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT YOUR AGREEMENT WITH YOUR RESELLER PROVIDES ANY WARRANTIES WITH RESPECT TO THE SERVICE AND/OR SUPPORT, SUCH WARRANTIES ARE SOLELY BETWEEN YOU AND YOUR RESELLER. This clause does not disclaim any warranties expressly provided in a contract with the U.S. Government."

14. No Liability. IN NO EVENT SHALL SALESFORCE.COM HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER YOU OR SALESFORCE.COM HAVE BEEN ADVISED OF THE POSSIBILI TY OF SUCH DAMAGES

15. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between Subscribing Entity and Reseller solely as it relates to these SFDC Service Terms.

16. Miscellaneous. The State and the Carahsoft acknowledge that there are terms and conditions included in the Service Attachment that are in conflict with Master Cloud Services Agreement Terms and Conditions. Carahsoft agrees that the Terms and Conditions of Service Agreement will supersede the terms and conditions of such Master Cloud Services Agreement and that in the event of any conflicts, the terms and conditions of Service Attachment will prevail

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

EXHIBIT D

Fees

204-1289	Remedyforce (Administrator) per seat/per month	Salesforce.com	$79.00	$75.65
204-1300	Sales Cloud Group Edition	Salesforce.com	$300.00	$287.27
204-1301	Sales Cloud Professional Edition	Salesforce.com	$780.00	$746.91
204-1302	Sales Cloud Enterprise Edition	Salesforce.com	$1,500.00	$1,436.37
204-1303	Sales Cloud Unlimited Edition	Salesforce.com	$3,000.00	$2,872.75
204-1304	Sales Cloud Contact Manager Edition	Salesforce.com	$60.00	$57.45
204-1305	Service Cloud Professional Edition	Salesforce.com	$780.00	$746.91
204-1306	Service Cloud Enterprise Edition	Salesforce.com	$1,620.00	$1,551.28
204-1307	Service Cloud Unlimited Edition	Salesforce.com	$3,120.00	$2,987.66
204-1308	Service Cloud Knowledge Pack Enterprise Edition	Salesforce.com	$2,220.00	$2,125.83
204-1309	Service Cloud Knowledge Pack Unlimited Edition	Salesforce.com	$3,720.00	$3,562.21
204-1310	Chatter Plus Professional	Salesforce.com	$180.00	$172.36
204-1311	Chatter Plus Enterprise	Salesforce.com	$180.00	$172.36
204-1312	Chatter Plus Unlimted	Salesforce.com	$180.00	$172.36
204-1313	Knowledge Only Enterprise Edition	Salesforce.com	$600.00	$574.55
204-1314	Knowledge Only Unlimited Edition	Salesforce.com	$600.00	$574.55
204-1315	Force.com Enterprise Edition	Salesforce.com	$1,200.00	$1,148.88
204-1316	Force.com Unlimited Edition	Salesforce.com	$1,800.00	$1,723.32
204-1317	Force.com (One App) Enterprise Edition	Salesforce.com	$180.00	$172.36
204-1318	Force.com (One App) Unlimted Edition	Salesforce.com	$180.00	$172.36
204-1319	Force.com (Admin) Enterprise Edition	Salesforce.com	$600.00	$574.55
204-1320	Force.com (Admin) Unlimited Edition	Salesforce.com	$900.00	$861.82
204-1321	Additional API Calls - 10,000 per day (price is per org)	Salesforce.com	$300.00	$287.27
204-1322	Additional API Calls - 10,000 per day (price is per org) Enterprise	Salesforce.com	$300.00	$287.27
204-1323	Additional API Calls - 10,000 per day (price is per org) Unlimted	Salesforce.com	$300.00	$287.27
204-1324	Analytics - 5 Additional Dynamic Dashboards (price is per org)	Salesforce.com	$3,000.00	$2,872.75
204-1325	Analytics - 5 Additional Dynamic Dashboards (price is per org)	Salesforce.com	$3,000.00	$2,872.75
204-1326	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1327	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1328	Analytics - 1 Add'l Sched. Reports per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1329	Analytics - 1 Add'l Sched. Reports per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1330	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1331	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org)	Salesforce.com	$6,000.00	$5,745.49
204-1332	Data Storage (50MB) (price is per org) Group Edition	Salesforce.com	$300.00	$287.27
204-1333	Data Storage (50MB) (price is per org) Professional Edition	Salesforce.com	$300.00	$287.27
204-1334	Data Storage (50MB) (price is per org) Enterprise Edition	Salesforce.com	$300.00	$287.27
204-1335	Data Storage (50MB) (price is per org) Unlimited Edition	Salesforce.com	$300.00	$287.27
204-1336	Data Storage (500MB) (price is per org) Group Edition	Salesforce.com	$1,500.00	$1,436.37
204-1337	Data Storage (500MB) (price is per org) Professional Edition	Salesforce.com	$1,500.00	$1,436.37
204-1338	Data Storage (500MB) (price is per org) Enterprise Edition	Salesforce.com	$1,500.00	$1,436.37
204-1339	Data Storage (500MB) (price is per org) Unlimited Edition	Salesforce.com	$1,500.00	$1,436.37
204-1340	Expansion Pack Professional Edition	Salesforce.com	$420.00	$402.19
204-1341	Expansion Pack Enterprise Edition	Salesforce.com	$420.00	$402.19
204-1342	File Storage (1GB) (price is per org)	Salesforce.com	$60.00	$57.45
204-1343	File Storage (10GB) (price is per org)	Salesforce.com	$498.00	$476.88
204-1344	Heroku Starter	Salesforce.com	$48,000.00	$45,963.93
204-1345	Heroku Small	Salesforce.com	$96,000.00	$91,927.86
204-1346	Heroku Medium	Salesforce.com	$192,000.00	$183,855.72
204-1347	Heroku Large	Salesforce.com	$384,000.00	$367,711.44
204-1348	Knowledge Enterprise Edition	Salesforce.com	$600.00	$574.55
204-1349	Knowledge Unlimted Edition	Salesforce.com	$600.00	$574.55
204-1350	Live Agent Enterprise Edition	Salesforce.com	$600.00	$574.55
204-1351	Live Agent Unlimted Edition	Salesforce.com	$600.00	$574.55
204-1352	Mobile	Salesforce.com	$600.00	$574.55
204-1353	Offline	Salesforce.com	$300.00	$287.27
204-1354	Profiles and Page Layouts	Salesforce.com	$300.00	$287.27
204-1355	Salesforce for Google Apps	Salesforce.com	$120.00	$114.91

Service Attachment 5

THIS SERVICE ATTACHMENT REPLACES SERVICE ATTACHMENT 1

204-1356	Sandbox Configuration Sales Cloud	Salesforce.com	$75.00	$71.82
204-1357	Sandbox Configuration Service Cloud	Salesforce.com	$81.00	$77.56
204-1358	Sandbox Full Copy Sales Cloud	Salesforce.com	$300.00	$287.27
204-1359	Sandbox Full Copy Service Cloud	Salesforce.com	$324.00	$310.26
204-1360	Sandbox Bundle of 3 (Configuration) Sales Cloud	Salesforce.com	$150.00	$143.64
204-1361	Sandbox Bundle of 3 (Configuration) Service Cloud	Salesforce.com	$162.00	$155.12
204-1362	Web Services API	Salesforce.com	$300.00	$287.27
204-1363	Weekly Export Service (price per org)	Salesforce.com	$600.00	$574.55
204-1364	Workflow	Salesforce.com	$900.00	$861.82
204-1365	Premier Success Plan Professional Edition	Salesforce.com	$117.00	$112.04
204-1366	Premier Success Plan Enterprise Edition	Salesforce.com	$225.00	$215.46
204-1367	Premier+ Success Plan Professional Edition	Salesforce.com	$195.00	$186.73
204-1368	Premier+ Success Plan Enterprise Edition	Salesforce.com	$375.00	$359.09
204-1369	Site.com Contributor-only (User License)	Salesforce.com	$240.00	$229.82
204-1370	Site.com Publisher-only (User License)	Salesforce.com	$1,500.00	$1,436.37
204-1371	Site.com Contributor (Feature License)	Salesforce.com	$240.00	$229.82
204-1372	Site.com Publisher (Feature License)	Salesforce.com	$1,500.00	$1,436.37
204-1373	Site.com Published Site (price is per site)	Salesforce.com	$18,000.00	$17,236.47
204-1374	Database.com (Standard Users)	Salesforce.com	$120.00	$114.91
204-1375	Database.com (100 Lite Users)	Salesforce.com	$120.00	$114.91
204-1376	Database.com (Administrator)	Salesforce.com	$120.00	$114.91
204-1377	Additional Records (100,000) (price is per org)	Salesforce.com	$120.00	$114.91
204-1378	Additional Transactions (5,000 per day) (price is per org)	Salesforce.com	$120.00	$114.91
204-1379	Authenticated Sites (100 Named Users)	Salesforce.com	$1,200.00	$1,149.10
204-1380	Authenticated Sites (1,000 Named Users)	Salesforce.com	$6,000.00	$5,745.49
204-1381	Authenticated Sites (5,000 Named Users)	Salesforce.com	$18,000.00	$17,236.47
204-1382	Authenticated Sites (25,000 Named Users)	Salesforce.com	$60,000.00	$57,454.91
204-1383	Authenticated Sites (5,000 Logins/month)	Salesforce.com	$6,000.00	$5,745.49
204-1384	Authenticated Sites (20,000 Logins/month)	Salesforce.com	$18,000.00	$17,236.47
204-1385	Authenticated Sites (100,000 Logins/month)	Salesforce.com	$60,000.00	$57,454.91
204-1386	Service Cloud Portal (100 Named Users)	Salesforce.com	$6,000.00	$5,745.49
204-1387	Service Cloud Portal (1,000 Named Users)	Salesforce.com	$24,000.00	$22,981.96
204-1388	Service Cloud Portal (5,000 Named Users)	Salesforce.com	$60,000.00	$57,454.91
204-1389	Service Cloud Portal (25,000 Named Users)	Salesforce.com	$120,000.00	$114,909.82
204-1390	Service Cloud Portal (5,000 Logins/month)	Salesforce.com	$24,000.00	$22,981.96
204-1391	Service Cloud Portal (20,000 Logins/month)	Salesforce.com	$60,000.00	$57,454.91
204-1392	Service Cloud Portal (100,000 Logins/month)	Salesforce.com	$120,000.00	$114,909.82
204-1393	Customer Portal - Enterprise Administration (1 Login/mo)	Salesforce.com	$48.00	$45.96
204-1394	Customer Portal - Enterprise Administration (Named User)	Salesforce.com	$120.00	$114.91
204-1395	Partner Portal (Named User)	Salesforce.com	$420.00	$402.19
204-1396	Content for Partner Portal and Customer Portal	Salesforce.com	$420.00	$402.19
204-1397	Mobile for Partner Portal	Salesforce.com	$300.00	$287.27
204-1398	Sites Pageviews (1 Million/month) - (price is per org)	Salesforce.com	$12,000.00	$11,490.98
204-1399	Chatter Answers for Portal Users (Logins/month)	Salesforce.com	$2.40	$2.30
204-1400	Chatter Answers for Portal Users (Named)	Salesforce.com	$12.00	$11.49
204-1435	Marketing Cloud Package Basic	Salesforce.com	$60,000.00	$57,454.91
204-1436	Marketing Cloud Package Pro	Salesforce.com	$120,000.00	$114,909.82
204-1437	Marketing Cloud Package Corporate	Salesforce.com	$240,000.00	$229,819.65
204-1401	Marketing Cloud Package Enterprise	Salesforce.com	$480,000.00	$459,639.29
204-1402	Radian6 Basic	Salesforce.com	$12,000.00	$11,490.98
204-1403	Radian6 Pro	Salesforce.com	$36,000.00	$34,472.95
204-1404	Radian6 Corporate	Salesforce.com	$96,000.00	$91,927.86
204-1405	Radian6 Enterprise	Salesforce.com	$348,000.00	$333,238.49
204-1406	R6 Add on Insights Credits (10,000)	Salesforce.com	$1,200.00	$1,149.10
204-1407	R6 Add on 50,000 additional mentions	Salesforce.com	$12,000.00	$11,490.98
204-1408	R6 Add on 1 million additional mentions	Salesforce.com	$60,000.00	$57,454.91
204-1409	R6 Add on Social Accounts	Salesforce.com	$9,000.00	$8,618.24
204-1410	R6 Add on PT: Optimize Your Topic Profile	Salesforce.com	$3,000.00	$2,872.75
204-1411	R6 Add on Topic Management Service (1 x fee)	Salesforce.com	$6,000.00	$5,745.49
204-1412	R6 Add on Topic management Service (monthly)	Salesforce.com	$6,000.00	$5,745.49
204-1413	R6 Add on Topic Management Service (TSS)	Salesforce.com	$6,000.00	$5,745.49
204-1414	R6 Add on Rapid TSS (RTSS)	Salesforce.com	$12,000.00	$11,490.98
204-1415	R6 Add on TSS/RTSS Additional Keyword	Salesforce.com	$1,800.00	$1,723.65
204-1416	R6 Add on TSS/RTSS Additional Dashboard	Salesforce.com	$3,000.00	$2,872.75
204-1417	Brand Overview Report	Salesforce.com	$5,000.00	$4,787.91
204-1418	On-Site Training (Price is per day + expenses, minimum 2	Salesforce.com	$2,500.00	$2,393.95
204-1419	Social Media Analyst (on going) FT	Salesforce.com	$108,000.00	$103,418.84
204-1420	Social Media Analyst (on going) HT	Salesforce.com	$60,000.00	$57,454.91
204-1421	Social Media Senior Analyst (on-going) FT	Salesforce.com	$144,000.00	$137,891.79
204-1422	Social Media Senior Analyst (on-going) HT	Salesforce.com	$78,000.00	$74,691.39

204-1423	Project Manager FT	Salesforce.com	$192,000.00	$183,855.72
204-1424	Project Manager HT	Salesforce.com	$103,680.00	$99,282.09
204-1425	Project Manager QT	Salesforce.com	$59,520.00	$56,995.27
204-1426	Command Center CVE (on-going)	Salesforce.com	$5,000.00	$4,787.91
204-1427	Embedded Edition User for Acumen Schoolforce Silver	Salesforce.com	$125.00	$119.70
204-1428	Embedded Edition User for Acumen Schoolforce Silver	Salesforce.com	$89.00	$85.22
204-1429	Embedded Edition User for Acumen Schoolforce Silver	Salesforce.com	$70.00	$67.03
204-1430	Embedded Edition User for Acumen Schoolforce Gold	Salesforce.com	$154.00	$147.47
204-1431	Embedded Edition User for Acumen Schoolforce Gold	Salesforce.com	$111.00	$106.29
204-1432	Embedded Edition User for Acumen Schoolforce Gold	Salesforce.com	$85.00	$81.39
204-1433	ISV Portal Bundle for Acumen Schoolforce Gold Application	Salesforce.com	$341.00	$326.54
204-1434	Data Storage for Schoolforce Gold (500MB) (price is per org)	Salesforce.com	$2,273.00	$2,176.58
204-1438	Buddy Media Enterprise	Salesforce.com	$480,000.00	$459,639.29
204-1439	Buddy Media (stand alone)	Salesforce.com	$45,000.00	$43,091.18
204-1440	Buddy Social Accounts	Salesforce.com	$9,000.00	$8,618.24
204-1441	Buddy Media 1 million additional open web sharing PV's	Salesforce.com	$1,020.00	$976.73
204-1442	Buddy Media 1 million additional open web syndication PV's	Salesforce.com	$1,020.00	$976.73
204-1443	Buy Buddy	Salesforce.com	$6,000.00	$5,745.49
204-1444	Buddy Social Account Reports	Salesforce.com	$9,600.00	$9,192.79
204-1445	Buddy Aggregate Dashboard Reports	Salesforce.com	$12,000.00	$11,490.98
204-1446	Buddy Quarterly Content	Salesforce.com	$44,400.00	$42,516.63
204-1447	Buddy One-time content	Salesforce.com	$132,000.00	$126,400.81
204-1448	Buddy Quarterly Competitive Intelligence Analysis	Salesforce.com	$84,000.00	$80,436.88
204-1449	Buddy One-time Competitive Intelligence Analysis	Salesforce.com	$24,000.00	$22,981.96
204-1450	Buddy Quarterly Facebook Wall or Twitter Optimization	Salesforce.com	$16,800.00	$16,087.38
204-1451	Buddy One time Facebook Wall or Twitter Optimization	Salesforce.com	$48,000.00	$45,963.93
204-1452	Force.com (1 Enterprise Application) Enterprise Edition	Salesforce.com	$300.00	$287.22
204-1453	Force.com (1 Enterprise Application) Unlimited Edition	Salesforce.com	$300.00	$287.22
204-1454	Force.com (1 Light Application) Enterprise Edition	Salesforce.com	$120.00	$114.89
204-1455	Force.com (1 Light Application) Unlimited Edition	Salesforce.com	$120.00	$114.89
204-1456	Force.com (Administrator) User Subscription Enterprise	Salesforce.com	$600.00	$574.55
204-1457	Force.com (Administrator) User Subscription Unlimited	Salesforce.com	$900.00	$861.82
204-1458	Remedyforce (BMC)	Salesforce.com	$948.00	$907.62
204-1459	Data Storage (50MB) (price is per org)	Salesforce.com	$300.00	$287.22
204-1460	Data Storage (500MB) (price is per org)	Salesforce.com	$1,500.00	$1,436.10
204-1461	Data.com Corporate Clean	Salesforce.com	$300.00	$287.22
204-1462	Data.com Corporate Prospector	Salesforce.com	$1,500.00	$1,436.10
204-1463	Data.com Corporate Records Additional (price is each)	Salesforce.com	$0.50	$0.48
204-1464	Data.com Premium Clean	Salesforce.com	$420.00	$402.11
204-1465	Data.com Premium Prospector	Salesforce.com	$1,980.00	$1,895.65
204-1466	Data.com Premium Records Additional (price is each)	Salesforce.com	$0.65	$0.62
204-1467	Data.com Services - QuickStart	Salesforce.com	$5,000.00	$4,787.00
204-1468	Partner Community Members (20 Members)	Salesforce.com	$8,400.00	$8,042.16
204-1469	Partner Community Members (100 Members)	Salesforce.com	$30,000.00	$28,722.00
204-1470	Partner Community Members (500 Members)	Salesforce.com	$96,000.00	$91,910.40
204-1471	Partner Community Members (2,500 Members)	Salesforce.com	$420,000.00	$402,108.00
204-1472	Partner Community Members (10,000 Members)	Salesforce.com	$1,500,000.00	$1,436,100.00
204-1473	Partner Community Logins (200 Logins/Month)	Salesforce.com	$30,000.00	$28,722.00
204-1474	Partner Community Logins (1,000 Logins/Month)	Salesforce.com	$96,000.00	$91,910.40
204-1475	Partner Community Logins (5,000 Logins/Month)	Salesforce.com	$420,000.00	$402,108.00
204-1476	Partner Community Logins (20,000 Logins/Month)	Salesforce.com	$1,500,000.00	$1,436,100.00
204-1477	Customer Community Members (100 Members)	Salesforce.com	$6,000.00	$5,744.40
204-1478	Customer Community Members (500 Members)	Salesforce.com	$12,000.00	$11,488.80
204-1479	Customer Community Members (5,000 Members)	Salesforce.com	$48,000.00	$45,955.20
204-1480	Customer Community Members (25,000 Members)	Salesforce.com	$120,000.00	$114,888.00
204-1481	Customer Community Members (250,000 Members)	Salesforce.com	$600,000.00	$574,440.00
204-1482	Customer Community Logins (2,000 Logins/Month)	Salesforce.com	$12,000.00	$11,488.80
204-1483	Customer Community Logins (20,000 Logins/Month)	Salesforce.com	$48,000.00	$45,955.20
204-1484	Customer Community Logins (100,000 Logins/Month)	Salesforce.com	$120,000.00	$114,888.00
204-1485	Customer Community Logins (1,000,000 Logins/Month)	Salesforce.com	$600,000.00	$574,440.00

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EXHIBIT E

SOCIAL ENTERPRISE SUBSCRIPTION PRODUCTS*

THE SOCIAL ENTERPRISE SUBSCRIPTION PRODUCTS IN EXHIBIT E REPRESENT ADDITIONAL DISCOUNTS OFF OF MCSA FEES IN EXHIBIT D AS THEY RELATE TO THE SOCIAL ENTERPRISE SUBSCRIPTION ORDER FORM BETWEEN THE OHIO STATE UNIVERISTY, AS FISCAL AGENT FOR OHIO ACADEMIC RESOURCES NETWORK ("OARNET"), AND CARAHSOFT SHALL BE EFFECTIVE AS OF NOVEMBER 14, 2014, THE SOCIAL ENTERPRISE SUBSCRIPTION ORDER START DATE ("EFFECTIVE DATE").

PURCHASE OF SOCIAL ENTERPRISE SUBSCRIPTION PRODCUCTS: CUSTOMER SHALL PURCHASE FROM CARAHSOFT THE SUBSCRIPTION LICENSES OUTLINED IN SCHEDULE A. THE PRODUCTS SHALL ALSO INCLUDE ANY UPDATES TO SUCH PRODUCTS THAT SFDC MAKES GENERALLY AVAILABLE AT NO ADDITIONAL CHARGE TO ITS CUSTOMERS WHO SUBSCRIBE TO SUCH PRODUCTS.

PROVISIONING, DISTRIBUTION, TRANSFERS AND TRADE OF PRODUCTS: ON THE EFFECTIVE DATE, CARAHSOFT SHALL PROVISION THE INITIAL QUANTITY OF USERS IN SCHEDULE A TO THE STATE INTO AN "INITIAL ORG". AS PRODUCTS ARE PURCHASED BY CUSTOMERS, CARAHSOFT SHALL TRANSFER LICESNSE FROM THE INITIAL ORG, TO A NEW OR EXISTING ORG AS REQUESTED BY CUSTOMER. IF A CUSTOMER REQUESTS PRODUCTS THAT CANNOT BE FULLY FILLED WITH REMAINING AVAILABLE PRODUCTS IN THE INITITAL ORG, CARAHSOFT SHALL ATTEMPT TO SWAP OUT OTHER PRODUCTS STILL IN THE INITIAL ORG TO MEET THE REQUEST OF THE CUSTOMER.

BULK PURCHASES OR CLOUD SUBSCRIPTIONS: ONCE ALL LICENSES IN THE INITIAL ORG ARE PROVISIONED, IF A CUSTOMER WISHES TO PURCHASE 200 OR MORE "SALES CLOUD UE GOV CLOUD" OR "SERVICE CLOUD UE KNOWLEDGE PACK GOV CLOUD" SUBSCRIPTIONS IN THE AGGREGATE IN A SINGLE PURCHASE, THE CUSTOMER SHALL RECEIVE A 61% DISCOUNT OFF THE THEN CURRENT LIST PRICE FOR SUCH PRODUCTS. FOR THE AVOIDANCE OF DOUBT, CUSTOMERS SHALL ONLY RECEIVE SUCH BULK DISCOUNT ON SUBSCRIPTIONS PURCHASED IN THE APPLICABLE ORDER, AND NO PAST OR FUTURE ORDERS OF SUCH CUSTOMERS SHALL BE AGGREGATED FOR DISCOUNTING AND/OR REPRICING PURPOSES.

TRADE: IN ITS SOLE DISCRETION, OARNET MAY TRADE PURCHASED PRODCUTS ON SCHEDULE A FOR OTHER PRODUCTS ON SCHEDULE A DEPENDING ON THE DEMAND OR LACK OF DEMAND FOR A SPECIFIC PRODUCT. FOR CLARITY, THE PARTIES AGREE THAT THE OVERALL VALUE OF THIS PURCHASE SHALL NOT CHANGE AS A RESULT OF SUCH PRODCUTS TRADES AND THE VALUIE OF THE TRADED PRODUCTS WILL BE CALCULATED BASED UPON INDIVIDUAL PRICING SET FOR IN SCHEDULE A.

RENEWAL: CARAHSOFT REPRESENTS, WARRANTS AND COVENANTS THAT SUBSEQUENT TO THE PERFORMACE TERM, CUSTOMERS SHALL BE PERMITTED TO RENEW THE TERMS AND CONDITIONS OF THIS PRICE EXHIBIT AT NO MORE THAN 7% YEAR OF YEAR INCREASE. THE INITITAL RENEWAL PRICE WILL BE BASED ON THE PRICING IN SCHEDULE A.

TERM: THE SERVICE TERM FOR QUALIFYING PURCHASES OF PRODUCTS UNDER THIS EXHIBIT WILL BEGIN ON THE EFFECTIVE DATE (1/14/14) AND WILL EXTEND FOR 1 YEAR "SERVICE TERM". SUBJECT TO ANY RENEWALS ENTERED INTO BY CUSTOMERS AND ANY

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FUTURE PURCHASES MADE BY CUSTOMERS AFTER THE EFFECTIVE DATE SHALL BE COTERMINOUS WITH THE END OF THE SERVICE TERM.

NEW SALES (SCHEDULE A)

Product	Quantity to be Provisioned on Social Enterprise Subscription Start Date	Discount Off List Price (excludes Mandatory Gov Cloud Fee)	Fee per Additional User/Product
Sales Cloud and Service Cloud User Subscription Products			
Sales Cloud – Unlimited Edition - Government Cloud **	15 Users	49%	US$1,539.47
Service Cloud – Unlimited Edition - Knowledge Pack –Government Cloud **	325 Users	41%	US$1,877.58
Unlimited Edition (Identity-only) - Government Cloud**	45,000 Users	83%	US$10.35
Force.com User Subscription Products			
Force.com - Unlimited Edition — Government Cloud**	52 Users	69%	US$563.68
Force.com - Unlimited Edition (Administrator) - Government Cloud**	2 Users	42%	US$518.68
Support, Education and Events			

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Product	Quantity to be Provisioned on Social Enterprise Subscription Start Date	Discount Off List Price (excludes Mandatory Gov Cloud Fee)	Fee per Additional User/Product
Government Cloud Premier+ Success Plan (Required on all purchases associated with this Order Form)	N/A	N/A	5% of the list price for Sales Cloud, Service Cloud, Force.com, Chatter Plus, and Knowledge only users and 5% of the net price for Communities and Portal Users (all types) per Org.
Communities (Enterprise & Unlimited Subscriptions)			
Customer Community – Monthly Logins			
Customer Community – UE (2,000 Logins/Month) - Government Cloud**	1	71%	US$3,050.52
Customer Community – UE (100 Members) - Government Cloud**	1	11%	US$5,305.26
XRA Products			
Data Storage (500MB) -	1	69%	US$414.48

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Product	Quantity to be Provisioned on Social Enterprise Subscription Start Date	Discount Off List Price (excludes Mandatory Gov Cloud Fee)	Fee per Additional User/Product
Government Cloud**			

New sales Products represent $1,138,174.53 of the Purchase Price under this Order Form.

* Includes product-specific terms as described in Exhibit A (Product Specific-Terms) hereto.

** Prices include Government Cloud Premier+ Success Plan.

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MIGRATION

Organization	Products	Migration Cost	Full Annual Contract Value
Ohio Attorney General	12 Data Storage, 2 Customer Community 20k login, 1 force.com, 2 Sales Cloud EE, Government Cloud Support	$50,769.67	$90,480.60
Ohio Department of Administrative Services (OCB)	3 Force.com Admin EE, 250 Force.com EE Enterprise Apps, 1 Authenticated Sites 5k/month, government cloud support	$12,558.00	$75,348.00
Ohio DSA	121 Sales Cloud EE, 20 Force.com Enterprise Apps, 1 Customer Community 2k, 1 Sandbox, Government Cloud Support	$62,260.20	$151,452.00
Ohio Financing Agency	4 Sales Cloud EE, Government Cloud Support	$3,793.50	$5,670.00
Ohio Cosmetology	16 Force.com EE, 5 force.com EE Admin, Government Cloud Support	$4,733.80	$12,172.00

Migration products and quantities equate to $134,115.17 of the Purchase Price.

Migration cost carries existing Eligible Entities from their original contract end dates to the new coterminous end dates of the Enterprise Subscription Agreement on 11/15/2015.

Exhibit E1

PRODUCT-SPECIFIC TERMS

The following represent Product specific terms to be incorporated into Eligible Entity orders with Carahsoft and shall not apply to OARnet. For avoidance of doubt, the term "Customer" in this Exhibit A shall mean the end Org or User that is using the Products provisioned under Schedule A above and not OARnet.

To the extent of any conflict between the attached Order Form or the Agreement and this Exhibit A, this Exhibit A shall prevail solely with respect to such conflict.

Government Cloud Premier + Success Plan provides for products the support described in the Premier + Success Plan (http://www.salesforce.com/assets/pdf/misc/salesforce_premierplans.pdf) ("Premier + Plan"), as amended by the following.

Support Personnel: Government Cloud Premier + Success Plan support will be provided by Qualified US Citizens, subject to these terms. "Qualified US Citizens" are individuals who (1) are United States citizens; (2) are physically located within the United States while performing the support; and (3) have completed a background check as a condition of their employment with Salesforce. Research and development personnel and personnel that provide Administration Services under Government Cloud Premier + Success Plan support, that have logical access to Customer Data, and infrastructure support personnel that provide Government Cloud Premier + Success Plan support that have physical access to the Salesforce Government Cloud infrastructure, will be Qualified US Citizens. All other personnel, including, Customer Success Managers, Success Account Managers, Customer Success Technologists and any other personnel engaged in customer success roles and providing customer success services (collectively referred to as "Success Representatives"), will not be Qualified US Citizens and will not have access to Customer Data unless Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

Telephone Support: Telephone support is available in English only, and twenty-four hours a day, seven days a week.

Submitting a Case: Users may submit a case in the following ways,

(1) In the Products by logging in, clicking "Help & Training," clicking "Contact Support," and clicking "Open a Case," then providing the requested information and clicking "Submit" ("On-Line Case Submission"). Cases submitted via this route shall be automatically routed to a team of Qualified US Citizens.

(2) By telephone call to Customer Support as described in the Premier + Plan. Calls for support received via telephone shall be initially responded to by individuals who are not Qualified US Citizens and who may be located outside the United States. These individuals will route cases to a team of Qualified US Citizens. These individuals will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. To submit a case for Severity Level 1 issues, Customer must call Customer Support.

(3) Cases submitted via Chat will not be responded to by Qualified US Citizens and will not be subject to the applicable response time described in the Target Initial Response Time table of the Premier + Plan.

Subscriptions to Customer Community (Member) or Partner Community (Member) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Member) or Partner Community (Member) subscription entitles the permitted number of member Users access to 1 community. Customer shall assign each member User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community.

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 (Member) or Partner Community (Member) subscriptions at any time through the Service.

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.

Authenticated Sites may be used or accessed only by External Users. "External User" means an individual who has been supplied a user identification and password by Customer (or by SFDC at Customer's request) and who is not an employee, principal, contracted staff or other personnel of Customer. Subject to the foregoing, an External User shall be considered a "User" for purposes of the Agreement.

Authenticated Sites (Logins/month)

The pricing above for the Authenticated Sites (Logins/month) product 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.com will provision 20 External User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to a maximum of 2 million External User subscriptions per Org. "Org" means a unique instance of the Service, 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).

The Salesforce for Force.com (Administrator) Product may not be accessed or used to enter, view or modify Leads, Opportunities, Products, Forecasts, Cases, Solutions or Campaigns. Customer understands that these functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the application) and therefore agrees to strictly monitor Users' use of such subscriptions and enforce the applicable restrictions. SFDC may audit Customer's use of the Salesforce forForce.com (Administrator) Product subscription licenses at any time through the Service. Should any audit reveal unauthorized use of the Salesforce Service, SFDC will so notify Customer in writing (email permitted). If a subsequent audit reveals unauthorized use of the Salesforce Service, Customer agrees it will pay, within thirty (30) calendar days of notice of the audit results, the difference between (a) SFDC's list price for Enterprise Edition, Unlimited Edition or Performance Edition, as applicable based upon the type of Service edition in Customer's applicable Org, in effect at the time of such notice and (b) the amount paid by Customer for the Salesforce Service subscription licenses showing unauthorized use.

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.

Schedule A

Ohio Higher Education Ordering Process

The Salesforce or Salesforce.org is a California non-profit benefit based corporation and will be the entity that processes all of the orders for higher education customers in Ohio.

Product Discount Price for Higher Education and special offers for higher education

All Higher Education customers will receive pricing based on the current Salesforce.org price list at http://www.salesforcefoundation.org/get-started/products/sales-cloud/

All renewals for products purchased under this Schedule will be subject to the conditions identified in Section 5.

The Salesforce.org contact for all Higher Education customers is:

Ms. Joyce Kish
jkish@salesforce.com
440-522-8567

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

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ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

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I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

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STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:
   12369 Sunrise Valley Drive Suite D2 | Reston, VA 20191
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   Salesforce.com, INC | One Market St. Suite 300, San Francisco, CA 94104
   (Name) (Address, City, State, Zip)

   (Name) (Address, City, State, Zip)

2. Location where Services will be performed by Service Provider:

   12369 Sunrise Valley Drive, Suite D-2 | Reston, VA 20191
   (Address) (City, State, Zip)

   Name/Location where Services will be performed by subcontractor(s):

Remote	
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

3.

Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

N/A	
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Salesforce.com	Ashburn, VA
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers are under a duty to disclose to the State any change or shift in location of Services performed by Service Provider or its subcontractors before, during and after execution of any Agreement with the State. Service Provider agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the Services outside the United States.

Carahsoft
Service Attachment 5 CMK
SalesForce 7-23-15

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Service Provider may enter into with the State and is incorporated therein.

By: Carahsoft Technology Corp
Service Provider

Print Name: Ellen Lord

Title: Director of Contracts

Date: 4/13/15