



MULTNOMAH COUNTY CONTRACT
Contract Number: 5600001500
MASTER SOFTWARE AS A SERVICE AGREEMENT
STANDARD TERMS AND CONDITIONS

This Master Software as a Service agreement ("Agreement") is entered into, by and between **MULTNOMAH COUNTY** located at 501 SE Hawthorne Blvd., Suite 400, Portland, Oregon 97214 ("County") and **CARAHSOFT TECHNOLOGY CORPORATION**, both for itself and as an authorized reseller and agent for Salesforce.com ("Service Provider"), located at 1860 Michael Faraday Drive, Reston, Virginia 20190 ("Reseller"). Service Provider and Reseller are collectively referred to herein as the "Partners". The effective date of the Agreement will be the date on which all Parties have signed the Agreement, whichever is later ("Effective Date"). In the event of a conflict between the body of this Agreement and any Statement of Work or Exhibit, the body of this Agreement will govern.

RECITALS

WHEREAS, Carahsoft is an authorized reseller of Salesforce.com and a provider of its commercially available cloud services, and as such is authorized by Salesforce to act as its agent to bind it to the terms and conditions set forth in the Agreement;

WHEREAS, County requires third-party hosted "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, County desires to enter into a Master Agreement with the Partners for such Services;

WHEREAS, the Partners have experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to County to perform such Services on behalf of County;

WHEREAS, based on County's selection process relating to such Services, the County has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of County's data ("County Data," as further described herein) are critical to the operation of County's business; and,

WHEREAS, Service Provider has agreed to provide the Services to County, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to County certain hosted software and provide all other services necessary for productive use of such software made available by Salesforce.com, Inc. ("SFDC") including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit (sequentially numbered) in the form of the Exhibit 1 attached hereto or in other statements of services containing substantially similar information and identified as an Exhibit. The Agreement shall remain in effect unless terminated as provided for herein.

- 1.1 Authorized Users; Authorized Uses. Unless otherwise limited on an Exhibit, Service Provider grants County a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any County employee, contractor, or agent, or any other individual or entity authorized by County, (each, an "Authorized User") to access and use the Services. Other than those limitations expressly described in an Exhibit, Authorized Users will have no other limitations on their access or use of the Services.
- 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to County by Service Provider.
- 1.3 Licensing of Authorized Users. The Services are provided on an annual basis, as described in each corresponding quote. The Service Provider will provide to the County the initial number of Authorized Users described in a corresponding quote for each subscribing group. The County may increase the number of Authorized Users throughout the course of their contract. Any add on users will be priced at the lowest price quoted for the current term for each applicable line item and will be prorated to co-terminate with the existing annual subscription renewal time.
- 1.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of County. Except as otherwise specified in an Exhibit 1, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
- 1.4.1 Subcontractors. The Partners shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without County's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. The forgoing shall not apply to Reseller's Authorized Subcontractors that are eligible to provide Salesforce services to County, a copy of which is attached hereto and made a part hereof by reference. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.
- 1.5 Storage. The Services shall include the ability for County to have administrative control to monitor storage use.
- 1.6 Included Features & Functionality. Are set forth in Attachment A, attached hereto and incorporated herein by reference.
- 1.7 Development and Test Environments. In addition to production use of the Services, County is entitled to one (1) development and one (1) test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with County's requests in managing the non-production environments such as refreshing County Data upon request. License types are set forth in Attachment A.
- 1.8 Documentation. The documentation for the Services (the "Documentation") is available online and will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services.
- 1.9 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate or otherwise diminish the functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, County, at County's sole election and in County's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement or any Exhibit and be entitled to a return of all fees paid; or, (b) determine the value of the reduced or eliminated

functionality and Reseller will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, County shall automatically be granted an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to County without any increase in the Services Fees.

- 1.10 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to “click through” or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services, this Agreement, or the applicable Exhibit.

2. Service Levels.

- 2.1 Service Levels: Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, each as described in Exhibit 3, time being of the essence.

- 2.2 Service Level Reporting. Terms are set forth in Section 3 of Exhibit 3 (SLA's) attached hereto.

3. Support; Maintenance; Additional Services.

- 3.1 Technical Support. Service Provider shall provide the Technical Support described in Exhibit 3A (Premier + Success Plan). The Services Fees shall be inclusive of the fees for the Technical Support.

- 3.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

- 3.2.1 Required Notice of Maintenance. Service Provider shall provide Product and Service notification via email to the system administrators in advance of scheduled maintenance and upgrades. The Preferred Salesforce Maintenance Schedule is attached as Exhibit 3B and can also be viewed at trust.salesforce.com for up to 12 months in advance. In the event of planned maintenance that requires customer action in advance (e.g. updating network settings in preparation for additional login pools), Salesforce endeavors to communicate via email** months prior to the maintenance. **Please Note:** If emergency system maintenance is required, customers may be notified less than one (1) week in advance

- 3.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit.

- 3.4 Training Services. Service Provider shall provide the Training Services, if any, described in an Exhibit.

- 3.5 Salesforce Applications. Reseller will facilitate purchases of applications by County via the Salesforce AppExchange or other avenues and will act as the aggregator for usage and payment

of these applications. Reseller will be proactive in engaging new partners to provide County with a wide variety of application options.

3.5.1 Upon request, Reseller will negotiate payments, renewals, upgrades, and other factors affecting usage and payment.

3.5.2 Any apps that County purchases on the AppExchange will be Government Cloud and can achieve HIPAA compliance, as applicable.

4. Change Control Procedure. County may request Professional Services from Reseller's certified Government approved Third Party Service Partners during the term of the Agreement. A copy of which will be provided to County upon request. County may also, upon written notice, request changes to the scope of the Professional Services under any Exhibit ("Change Order"). If County requests an increase in the scope, County shall notify Reseller, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Reseller shall notify County whether or not the change has an associated cost impact. If County approves, County shall issue a Change Order, which will be executed by both Parties. County shall have the right to decrease the scope and the associated fees for any Exhibit will be reduced accordingly.

5. Term and Termination; Renewals.

- 5.1 Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. Unless this Agreement or an Exhibit is terminated earlier in accordance with the terms set forth herein, the term of this Agreement (the "Initial Term") shall commence on the Start Date and continue in full force and effect for three (3) years. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, shall automatically renew for successive one (1) year periods (each, a "Renewal Term") until such time as a party provides the other party with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.
- 5.2 Initial and Renewal Terms for Order Form(s). The term for Order Form(s) shall commence on the Effective Date provided in each Order Form and continue in full force for one (1) year (the "Initial Term"). The Order Form(s) shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") unless County gives written notice on non-renewal no less than thirty (30) days prior to the expiration of the then-current term of the Order Form being terminated.
- 5.3 Termination for Convenience. Without limiting the right of a party to terminate this Agreement or any Exhibit as provided for in this Agreement, a party may terminate this Agreement for convenience upon no less than thirty (30) days prior written notice to the other party.
- 5.4 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement or any Exhibit for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement or any Exhibit for cause as of a date specified in such notice.
- 5.5 Payments upon Termination. Upon the termination of this Agreement or any Exhibit, County shall pay to Reseller all undisputed amounts due and payable hereunder, if any, and Reseller shall pay to County all amounts due and payable hereunder, such as Performance Credits and refund of prepaid fees, if any.

- 5.6 County Data Portability and Deletion. Upon request by County, made within thirty (30) days after the effective date of termination or expiration of this Agreement, Service Provider will make County Data available to County for export or download as provided in the Documentation. After such 30-day period, Service Provider will have no obligation to maintain or provide any County Data, and as provided for in the Documentation will thereafter certify to County the destruction of all copies of County Data within Service Provider's systems or otherwise in Service Provider's possession or control, unless legally prohibited by law. Such destruction shall occur only after the County Data has been retrieved by County. This Section shall survive the termination of this Agreement.
- 5.7 Renewals. Should the Services continue beyond the then-current Term, the Services Fees, including license, Support Services and professional service fees for the Renewal Term may be increased by providing written notice to the County at least (90) days prior to the commencement of such Term. Any increase shall not exceed three percent (3%) for the first two, one year renewal terms of the fees charged during the preceding term.
6. Transition Services. Provided that this Agreement or any Exhibit has not been terminated by the Partners due to County's failure to pay any undisputed amount due Reseller, Service Provider will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") through Service Provider's certified Government Authorized Subcontractors, assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services") following the termination of this Agreement or any Exhibit, in whole or in part.
7. Fees; Billing. County shall be responsible for and shall pay to Reseller the fees as further described in an Exhibit, subject to the terms and conditions contained in this Agreement and such Exhibit. Any sum due Reseller for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by County of a complete and accurate invoice from Service Provider.
- 7.1 Non-appropriation. If payment for Services under this Agreement extends into the County's next fiscal year, County's obligation to pay for such Services is subject to approval of future appropriations to fund this Agreement by the Board of County Commissioners of Multnomah County, Oregon.
- 7.2 Taxes. The Partners represent and warrant that they are independent contractors for purposes of federal, state, and local taxes. the Partners agree that County is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for the Partners. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.
- 7.3 Credits. Any amounts due to County, such as a Performance Credit, from Service Provider may be applied by County, at the sole election of County, against any current or future fees due to Reseller. Any such amounts that are not so applied by County shall be paid to County by Reseller within thirty (30) calendar days following County's request. This Section shall survive the termination of this Agreement.
- 7.4 Non-binding Terms. Any terms and conditions included in a County purchase order or a Reseller invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.
- 7.5 Auditable Records. Reseller shall maintain accurate records of all fees billable to, and payments made by, County in a format that will permit audit by County at a mutually agreeable time for a period of no less than three (3) years from when a fee was incurred or a payment was made.

The foregoing obligation of Reseller shall survive the termination of this Agreement. For the term of this Agreement, upon County's written request, Reseller shall provide County with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles).

- 7.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to County by Reseller, County is entitled to disclose to a third-party this Agreement, any Exhibit, and any other data pertaining to fees paid or payable by County to Reseller.
- 7.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) County is reasonably disputing any amount due to Reseller; or, (b) any unpaid but undisputed amount due to Reseller is less than ninety (90) business days in arrears.

8. Representations and Warranties.

8.1 Mutual. Each of County and the Partners represent and warrant that:

- 8.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 8.1.2 it has all requisite financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 8.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 8.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- 8.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

8.2 By Service Provider. Service Provider represents and warrants that:

- 8.2.1 it is in the business of providing the Services;
- 8.2.2 the Services are fit for the ordinary purposes for which they will be used;
- 8.2.3 it is possessed of superior knowledge with respect to the Services;
- 8.2.4 it acknowledges that County is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to County;
- 8.2.5 it knows the particular purpose for which the Services are required by County;
- 8.2.6 it is the lawful licensee or owner of the Services (excluding any County Data therein) and has all the necessary rights in the Services to grant the use of the Services to County;
- 8.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has

neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

- 8.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;
- 8.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 8.2.10 it will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into County's computing and network environment by the Services, and that, where it transfers a Virus to County through the Services, it shall reimburse County the actual cost incurred by County to remove or recover from the Virus, including the costs of persons employed by County;
- 8.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of County Data will result from such items if present in the Services;
- 8.2.12 in the case of County's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of County Data; and,
- 8.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit and the Documentation.

9. County Data.

- 9.1 Ownership. County's data ("County Data," which shall also be known and treated by the Partners as Confidential Information) shall include: (a) County's data collected, used, processed, stored, or generated as the result of the use of the Services; (b) personally identifiable information ("Protected Data") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, email address, credit card information, or an individual's name in combination with any other of the elements listed herein; (c) data records; (d) Org configurations for both PROD & Sandbox instances; and (e) Applications, objects and associated configurations, code & hosted web pages . County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.
- 9.2 Service Provider Use of County Data. Service Provider is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Exhibit, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Service Provider's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

- 9.3 Extraction of County Data. The County may export or download all of their data in the format provided in the Documentation at any time during their period of performance.
- 9.4 Disaster Recovery & Business Continuity. County Data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned to the disaster recovery data center. Disaster recovery tests verify our projected recovery times and the integrity of the County Data. For business continuity purposes, Salesforce support disaster recovery with a dedicated team and a four (4) hour recovery point objective (RPO) and a twelve (12) hour recovery time objective (RTO). The Salesforce service performs replication at each data center and annual disaster recovery tests for the service to verify the projected recovery times and data replication between the production data center the disaster recovery center. The disaster recovery site is a warm site intended to contain equal capacity of the primary production site (host, network, storage, and data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed daily at each data center facility without stopping access to the application and data is retained on backups at the geographically separated disaster recovery data center location. Backup cloning is transmitted over an encrypted network (Salesforce MPLS network across all data centers). Tapes never leave Salesforce secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. Business continuity plans are updated each year, including the list of business processes, recovery time objective, and key resources. Senior management is included in this process. Business continuity plans are exercised on an annual basis. Action items and lessons learned are tracked from each incident and exercise conducted. Action items are prioritized and tracked until closed. The Global Business Continuity Policy is available to all employees and is signed off by Legal and Senior Management. Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are test at least annually. A post mortem documenting the results of the disaster recovery tests will be provided to the County upon request.
- 9.5 Backup and Recovery of County Salesforce Organizations. As a part of the Services, Service Provider is responsible for maintaining a backup of County Salesforce Organizations and for an orderly and timely recovery of such data in the event that the Services may be interrupted. For purposes of this Agreement, County Salesforce Organizations shall mean “the platform, configurations, customized code and data exclusive to Multnomah County”. Additionally, Service Provider shall store a backup of County Data in an off-site “hardened” facility no less than daily, maintaining the security of County Data, the security requirements of which are further described in Section 12.1. Backup retention period shall be for ninety (90) days, thirty (30) days for sandboxes per Salesforce retention policy. Deleted and/or modified data cannot be recovered after said 90 day period. If County requires a longer retention period, County can use the weekly export feature available within the system. Any backups of County Data shall not be considered in calculating storage used by County.
- 9.6 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that results in the unauthorized disclosure, of County Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of County Data, Service Provider shall, as applicable: (a) notify County as soon as practicable but no later than forty eight (48) hours of becoming aware of such occurrence; (b) cooperate with County in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of Protected Data, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals. The services outlined in this section shall not exceed a cost of 2x contract value and provided only if the disclosure of PII is as a result of the Service Provider.; (d) perform or take any other actions required to comply with applicable law as a result of the occurrence; (e)

without limiting County's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence. This Section shall survive the termination of this Agreement.

10. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

10.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, County Data shall be deemed to be Confidential Information.

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of County, at the sole election of County, the immediate termination, without liability to County, of this Agreement or any Exhibit corresponding to the breach or threatened breach.

10.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or any Exhibit, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Service Provider shall return County

Data to County following the timeframe and procedure described further in this Agreement. Should Service Provider or County determine that the return of any non-County Data Confidential Information is not feasible, such party shall destroy the non-County Data Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

11. Data Privacy and Information Security.

- 11.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program that is compliant with all relevant federal and state laws, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the County Data; (b) protect against any anticipated threats or hazards to the security or integrity of the County Data; (c) protect against unauthorized disclosure, access to, or use of the County Data; (d) ensure the proper retention and disposal of County Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by County.
- 11.2 Audit by Service Provider. No less than annually, Service Provider, at its own expense, will conduct a SSAE 16 or equivalent audit of its data privacy and information security program and provide such audit findings to County upon formal written request.
- 11.3 Right of Audit by County. Without limiting any other audit rights of County, County shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice. In lieu of an on-site audit, upon request by County, Service Provider agrees to complete, within forty-five (45) days) of receipt, an audit questionnaire provided by County regarding Service Provider's data privacy and information security program.
- 11.4 Audit Findings. As commercially reasonable, Service Provider will implement any required safeguards as identified by any audit of Service Provider's data privacy and information security program.
- 11.5 County's Right to Termination for Deficiencies. County reserves the right, at its sole election, to immediately terminate this Agreement or any Exhibit without limitation and without liability if County reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.

12. Proprietary Rights.

- 12.1 Pre-existing Materials. County acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 12.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

12.3 The provisions of this Section shall survive the termination of this Agreement.

13. Indemnification; Limitation of Liability; Insurance.

13.1 General Indemnification. The Partners agree to indemnify, defend, and hold harmless County and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the Partners, or any of their officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Reseller; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) either Partner's failure to comply with any applicable laws, including those related to Confidentiality, Protected Data and Viruses; or (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee. The Partners shall have control of the defense and settlement of any claim that is subject to this section. However, neither Partner nor any attorney engaged by a Partner shall defend the claim in the name of the County or any department of the County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for the County, nor shall the Partners settle any claim on behalf of the County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.

13.2 Proprietary Rights Indemnification. The Partners agree to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that County is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for County the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by County, provided however, that the Service is not diminished, reduced or otherwise negatively impacted; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the Partners shall reimburse to County any fees paid and the full cost associated with any Transition Services. Notwithstanding the foregoing, the Partners shall have no indemnity obligation to the extent an infringement claim arises from: (i) use of the Indemnified Items in excess of the rights granted hereunder; or (ii) County's combination of the Indemnified Items with third party hardware, software or other intellectual property not provided or approved by Service Provider or otherwise authorized hereunder.

13.3 Indemnification Procedures. Promptly after receipt by County of a threat, notice, or filing of any Claim against an Indemnitee, County shall give notice thereof to the Partners, provided that failure to give or delay in giving such notice shall not relieve the Partners of any liability they, jointly or severally, may have to the Indemnitee except to the extent that the Partners

demonstrate that the defense of the Claim is prejudiced thereby. The Partners shall have sole control of the defense and of all negotiations for settlement of a Claim and County shall not independently defend or respond to a Claim; provided, however, that: (a) County may defend or respond to a Claim, at the Partners' expense, if County's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and (b) County shall have the right, at its own expense, to monitor the Partners' defense of a Claim. At the Partners request, County shall reasonably cooperate with the Partners in defending against or settling a Claim; provided, however, that the Partners shall reimburse County for all reasonable out-of-pocket costs incurred by County (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

- 13.4 Third-Party Beneficiaries. For the purposes of this Section and the Partners' obligations hereunder, non-party Indemnitees are third-party beneficiaries of this Agreement in accordance with its terms. Any action or consent taken by County on its own behalf is binding upon the non-party Indemnitees for the purposes of this Section. Other than as provided for in this Section, this Agreement is for the sole benefit of the signatories hereto and their permitted successors and assigns. Nothing, express or implied, in this Agreement is intended to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor non-party Indemnitees.
- 13.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, EXCEPT FOR THE PARTNERS' INDEMNIFICATION OBLIGATIONS, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER PARTIES TO THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, PROPRIETARY RIGHTS AND VIRUSES AS FURTHER DESCRIBED IN THIS AGREEMENT. This section shall survive the termination of this Agreement.
- 13.6 Insurance. The Reseller shall, at their own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts in accordance with Exhibit 2, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement. Such policies shall require that County be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or meter change therein. County shall have the right to request an adjustment of the limits of liability for commercial general liability and professional liability insurance as Partner's exposure to County increases. The Reseller shall provide County with certificates of insurance evidencing all of the coverage required in Exhibit 2, including all special requirements specifically noted, and shall provide County with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

14. General.

- 14.1 Relationship between County and Service Provider. The parties to this agreement acknowledge and agree that their relationship is that of independent contracting entities. The Partners represent and warrant that they are independent contractors with no authority to contract for County or in any way to bind or to commit County to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of County. Under no circumstances shall the Partners, or any of their staff, if any, hold themselves out as or be considered an agent employee, joint venture, or partner of County. In recognition of the Partners' status as independent contractors, County shall carry no Workers' Compensation insurance or any health or accident insurance to cover the Partners or the Partners' agents or staff, if any. County shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither the Partners nor their staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of County.
- 14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving questions and controversies arising under this Agreement shall be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 14.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- 14.4 Compliance with Laws; County Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. The Partners shall comply with County policies and procedures where the same are posted, conveyed, or otherwise made available to the Partners.
- 14.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. The Partners will cooperate with any County supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to County, including, without limitation, the Successor Service Provider. The Partners agree to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 14.6 Force Majeure; Excused Performance. No party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not

excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of County Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for County to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to County upon County's request. The Business Continuity Plan shall include: (a) Services and County Data backup and recovery procedures; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to County upon County's request.

- 14.7 Advertising and Publicity. The Partners shall not refer to County directly or indirectly in any advertisement, news release, or publication without prior written approval from County, which shall be granted at County's sole discretion.
- 14.8 No Waiver. The failure of a party at any time to require performance by another party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by a party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 14.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 14.10 Assignment of Agreement. This Agreement and the obligations of the Partners hereunder are personal to the Partners and their staff. Neither the Partners nor any successor, receiver, or assignee of the Partners shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, except where such assignment is effected in connection with a sale of all or a majority of the Partners' assets or stock or through merger, an insolvency proceeding, without the prior written consent of County. In the case of an assignment by the Partners, the Partners represent and warrant that they have all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. County, at County's sole election, may assign any and all of its rights and obligations under this Agreement to any entity that succeeds to substantially all of County's business functions as provided for by these Services.
- 14.11 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 14.12 Entire Agreement. This Agreement and its attached Exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between County and the Partners as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

- 14.13 Cumulative Remedies. All rights and remedies of County herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against the Partners for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of County and Reseller to be effective as of the Effective Date.

MULTNOMAH COUNTY (COUNTY)

By: Sherry Swackhamer
Name: Sherry Swackhamer
Title: CIO
Date: 1/26/17

Address for Notice:

ATTN: IT Contracting
Multnomah County DCA
501 SE Hawthorne Blvd, Suite 400
Portland, OR, 97214
Email: it.contracting@multco.us

CARAHSOFT TECHNOLOGY CORPORATION (RESELLER)

By: Bethany Blackwell
Name: Bethany Blackwell
Title: Sales Director
Date: 3/23/2017

Address for Notice:

EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 5600001500
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor **with one or more employees must have this insurance unless exempt under ORS 656.027** (See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.

☐ If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.

☒ Required by County ☐ Not required by County (Needs Risk Manager's Approval)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.

☐ If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

☒ Required by County ☐ Not required by County (Needs Risk Manager's Approval)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

☐ If this box is checked the limits shall be \$X,000,000 per occurrence.

☐ If this box is checked the State of Oregon shall also be named as an Additional Insured.

☐ Required by County ☒ Not required by County (Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. **Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Ave. Suite 400, Portland, OR 97214.**

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. **Additional originals, hard copies, or faxes are not necessary.**

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Completed by: Susan Turpin
Contract Originator

MULTNOMAH COUNTY CONTRACT

Contract Number: 5600001500

Exhibit 3: Service Level Addendum

This Exhibit 3 (Service Level Addendum) ("SLA") is subject to and made a part of the attached Master Software as a Service Agreement (the "Agreement").

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

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

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. SFDC will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any period of unavailability lasting less than 15 minutes.
 - 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), denial-of-service attacks, or third-party Internet service provider failures or delays.

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

2. **Remedies** Should SFDC fail to make the Service available as set forth in Section 1 above in a calendar quarter, Customer 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 Customer for such quarter. Should SFDC fail to make the Service available as set forth in Section 1 above in two consecutive calendar quarters, or for four (4) months out of any twelve (12) month period, Customer may, in lieu of receiving the above-described refund for the second quarter, terminate the Agreement by providing notice of termination in accordance with Section 3 below, in which case SFDC will refund to Customer 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 Customer for breach of this SLA.
3. **Reporting, Claims and Notices.** To claim a remedy under this SLA, Customer shall send SFDC a notice, via email addressed to sla@salesforce.com, containing the following details:
- Billing information, including company name, billing address, billing contact and billing contact phone number

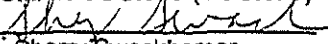
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

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 SFDC dispute any period of unavailability alleged by Customer, SFDC will provide to Customer a record of Service availability for the applicable period. SFDC will provide such records only in response to claims made by Customer in good faith.

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. SFDC shall have no obligations under this SLA during any period in which customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder.

MULTNOMAH COUNTY (COUNTY)

By: 
 Name: Sherry Swackhamer
 Title: CIO
 Date: 1/26/17

SALESFORCE.COM (SERVICE PROVIDER) OBO CARAHSOFT TECHNOLOGY

By: 
 Name: Bethany Blackwell
 Title: Sales Director
 Date: 3/23/2017

MULTNOMAH COUNTY
Contract Number: 5600001500
Exhibit 3A: Premier + Success Plan

Services included in Premier + Success Plan and how to request help from the Admin Team

Knowledge

Article 000176637

Number

Description

The Premier+ Success Plan includes all the benefits of [Premier Success](#), plus:

- Administration Services: [100+ administration services for ongoing application maintenance](#)
- Your internal Salesforce administrator will work with our team of certified experts to update your Salesforce configuration.

Resolution

How do I work with the Salesforce administration team?

- To log a case with the Premier+ admin team from the Self-Service Portal, go to "Help & Training" (i.e. "?" icon on the top right when logged into salesforce) | Click on the "Technical Support" tile | "Contact Us" | "Admin Request - Create or Update for me". This will send your case directly to the admin team.
- Use the [Admin Case Templates](#) to log the most common admin requests. This will make sure our team has all the info so there's no delay in completing your case.
- If you have a Sandbox, specify if you want us to complete the admin request in your Sandbox or Production org. It is best to give us the Org ID located in **Setup | Company Profile | Company Information | Salesforce.com Organization ID**

Who will work on my admin case?

- The admin team consists of support representatives who are Salesforce.com certified as both Advanced Administrators and Force.com Developers. Your case will be routed to any one of our available reps in your Geography/Timezone.

When will my case be completed?

- Once you log your Admin case, the assigned representative will assess the amount of work on the case and send you an estimated time of completion for your case.
- For large admin requests, please log the case ahead of time so we can plan our resources accordingly.
- Note per the [datasheet](#) that response times for admin cases include local business hours only and exclude weekends and holidays.

What can I setup ahead of time for faster case resolution?

- Make sure you have completed the [Approval Matrix](#)
- Make sure you have setup the Premier+ Courtesy licenses

MORE admin resources and Online Training can be found [here](#).

[Answers](#)

[Help & Training](#)

[Dreamforce '14](#)

[Collaboration](#)

[Ideas](#)

[User Groups](#)

[Issues](#)

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United States

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MULTNOMAH COUNTY CONTRACT
Contract Number: 5600001500
Exhibit 3B: Preferred Salesforce Maintenance Schedule

[Home](#) > Preferred Sales...

Preferred Salesforce Maintenance Schedule

[Print this page](#)

Knowledge Article
Number 000176208

Description

The following information regarding Salesforce's maintenance windows is provided for planning purposes only and is subject to change at Salesforce's sole discretion. There may be times that maintenance is scheduled outside of these windows in order to maintain system performance, reliability, security and stability of the Salesforce infrastructure.

This information applies to Force.com, Sales Cloud, Service Cloud, Analytics Cloud and Communities.

Resolution

While these are our preferred windows to schedule and perform Salesforce maintenance, we infrequently schedule maintenance during the two preferred system maintenance windows each month. We ask that you plan your maintenance activities for your Salesforce org (software upgrades, integration changes, etc) outside of the preferred Salesforce system maintenance windows.

We have also rolled out Read-Only capabilities that enable customers to have Read-Only access to their data during longer maintenance windows in order to minimize the impact of maintenance windows. For more information, see the [How is my org impacted during Salesforce maintenance?](#) article.

When maintenance is scheduled, we publish the dates and times of the maintenance windows on [trust.salesforce.com](#) which today shows a forward 12-month view of the maintenance windows Salesforce plans to take. Premier Alerts are sent via email when the maintenance windows are posted to [trust.salesforce.com](#). Approximately one week prior to the scheduled maintenance, we communicate those dates and times via the in-application pop-up window upon login to Salesforce.

In the event of planned maintenance that requires customer action in advance (e.g. updating network settings in preparation for additional login pools), Salesforce endeavors to communicate via email** months prior to the maintenance. **Please Note:** If emergency system maintenance is required, customers may be notified less than one (1) week in advance.

There are two types of maintenance at Salesforce: **System Maintenance** and **Release Maintenance**.

<https://help.salesforce.com/HTViewSolution?id=000176208>

System Maintenance is for sustaining the security, availability, and performance of the infrastructure supporting Salesforce services. Whenever possible, and as maintenance is necessary, Salesforce will schedule system maintenances during the following windows:

Preferred System Maintenance Windows				
Instance	Days	Pacific Time	UTC During Standard Time	UTC During Daylight Savings Time
NA2, NA7, NA10, NA11, NA14, NA15, NA17, NA18, NA22, NA23, NA24, NA25, NA27, NA34, NA35, NA41*	1 st & 3 rd Sundays each month	12:00am – 4:00am	08:00 – 12:00 Sunday	07:00 – 11:00 Sunday
Other NAX	1 st & 3 rd Saturdays each month	7:00pm – 11:00pm	03:00 – 07:00 Sunday	02:00 – 06:00 Sunday
EU5, EU6, EU11, CS80, CS81, CS82, CS83, CS86, CS87, CS89	1 st & 3 rd Saturdays each month	2:00pm – 6:00pm	22:00 Saturday – 02:00 Sunday	21:00 Saturday – 01:00 Sunday
Other EUx	1 st & 3 rd Saturdays each month	7:00pm – 11:00pm	03:00 – 07:00 Sunday	02:00 – 06:00 Sunday
AP0, AP3	1 st & 3 rd Saturdays each month	8:00am – 12:00pm PST 9:00am – 1:00pm PDT	16:00 – 20:00 Saturday	16:00 – 20:00 Saturday
AP1, AP2, AP4, CS5, CS6, CS31	1 st & 3 rd Saturdays each month	7:00am – 11:00am PST 8:00am – 12:00pm PDT	15:00 – 19:00 Saturday	15:00 – 19:00 Saturday
Other CSx	1 st & 3 rd Saturdays each month	7:00pm – 11:00pm	03:00 – 07:00 Sunday	02:00 – 06:00 Sunday

<https://help.salesforce.com/HTViewSolution?id=000176208>

** Instances that are normally scheduled for maintenance between 12am and 4am PT may occasionally have maintenance between 7pm and 11pm PT for infrastructure that is shared with other instances.*

Release Maintenance is for upgrading Salesforce services to the latest product version to deliver enhanced features and functionality. There are three different kinds of release maintenance: major releases, patch releases, and emergency releases.

Major Release Maintenance dates and times are posted on trust.salesforce.com approximately one year before the release date. To see the schedule for your instance click on <http://trust.salesforce.com/trust/instances> and select the relevant instance. On the calendar click the release date to view further information.

An email notification** containing Sandbox preview instructions is sent approximately one month prior to upgrading Sandbox instances. Email notification** of major release dates is sent one month prior to upgrading production instances. The Release Notes document, describing the new features and functionality, is posted in Help & Training one month prior to upgrading production instances. Final release reminders are communicated to all customers approximately one-week prior via email** and application pop-up windows upon logging into Salesforce.

Major release maintenance occurs three times per year during the windows listed below. The instance will be unavailable for up to five minutes during the release window.

On the day of the major release, customers will be notified via posts on trust.salesforce.com as well as Premier Alert emails at three points during the release process:

1. Five (5) minutes before the scheduled release window begins
2. Immediately after the release is live on the instance
3. After all new features are available

<https://help.salesforce.com/HTViewSolution?id=000176208>

The third notification will typically occur a few hours after the release, but this time can vary. Salesforce is committed to completing the feature enablement within 24 hours of the major release window.

Release Maintenance Windows (A Specific Five Minute Window Will be Posted on Trust for Each Instance)					
Instance	January May September	February June October	Pacific Time	UTC During Standard Time	UTC During Daylight Savings Time
NA44, NA45	Friday		8:00pm - 2:00am	04:00 - 10:00 Saturday	03:00 - 09:00 Saturday
Other NAX, CS33		Friday	8:00pm - 2:00am	04:00 - 10:00 Saturday	03:00 - 09:00 Saturday
EUx		Friday	2:00pm - 8:00pm	22:00 Friday - 04:00 Saturday	21:00 Friday - 03:00 Saturday
APx, CS6		Saturday	8:00am - 1:00pm PST	16:00 - 21:00 Saturday	16:00 - 21:00 Saturday
			9:00am - 2:00pm PDT		
CS5, CS31	Saturday		8:00am - 1:00pm PST	16:00 - 21:00 Saturday	16:00 - 21:00 Saturday
			9:00am - 2:00pm PDT		
CS80, CS81, CS83, CS87	Friday		2:00pm - 8:00pm	22:00 Friday - 04:00 Saturday	21:00 Friday - 03:00 Saturday
CS82, CS86, CS89		Friday	2:00pm - 8:00pm	22:00 Friday - 04:00 Saturday	21:00 Friday - 03:00 Saturday
Other CSx	Friday		6:00pm - 12:00am	02:00 - 08:00 Saturday	01:00 - 07:00 Saturday
		Saturday	10:00am - 4:00pm	18:00 - 24:00 Saturday	17:00 - 23:00 Saturday

Patch Releases and Daily Releases are used to deliver scheduled and ad hoc application fixes and are typically seamless to customers. Whenever possible, patches and daily releases are deployed during off-peak hours and without downtime. Patch releases are scheduled weekly and are usually deployed to instances on Tuesday, Wednesday or Thursday, with release to Asia-Pacific instances the

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following day. Daily releases are conducted on an as-needed basis and can occur any day of the week.

**Salesforce Product & Service Notifications are sent via email to system administrators (identified as users with the "Manage Users", "Modify all Data" permissions) for your organization. For more information, see the [Product & Service Notifications](#) article.



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MULTNOMAH COUNTY CONTRACT

Contract Number: 5600001500

Attachment A: Included Features and Functionality

User License Comparison

User Name	Salesforce									Company Communities		Salesforce Platform		Customer and Partner Communities						External Identity	
Product	Lightning Sales Cloud			Lightning Service Cloud			Lightning CRM ¹⁵			Employee Apps and Community		Lightning Force 100 ¹		Customer Community		Customer Community Plus ⁵		Partner Community ⁶		External Identity	
Managed Packages (See last page)	Financial Services			Health Cloud, Field Service																	
Editions	PE	EE	UE	PE	EE	UE	PE	EE	UE	EE	UE	EE	UE	EE	UE	EE	UE	EE	UE	EE	UE
Object Access																					
Accounts	●	●	●	●	●	●	●	●	●	●	●	●	●	◇	◇	■	■	■	■		
Activities, Tasks	●	●	●	●	●	●	●	●	●	●	●	●	●	◇	◇	◇	◇	◇	◇		
Assets	●	●	●	●	●	●	●	●	●	■	■			◇	■	■	■	■	■		
Calendar, Events	●	●	●	●	●	●	●	●	●	●	●	●	●					■	■		
Campaigns ⁸	●	●	●	●	●	●	●	●	●									■	■		
Cases ¹³	●	●	●	●	●	●	●	●	●					■	■	■	■	■	■		
Employee Cases ⁷	●	●	●	●	●	●	●	●	●	●	●										
Contacts	●	●	●	●	●	●	●	●	●	●	●	●	●	■	■	■	■	■	■		
Content	●	●	●	●	●	●	●	●	●	●	●	●	●			■	■	■	■		
Documents	●	●	●		●	●	●	●	●	●	●	●	●	■	■		■	■	■	■	
Entitlements				●	●	●	●	●	●					■	■	■	■	■	■		
Ideas	●	●	●	●	●	●	●	●	●	◇	◇	◇	◇	■	■	■	■	■	■		
Knowledge		■	■		■	●		■	■	■	■	■	■	■	■	■	■	■	■		
Leads	●	●	●	●	●	●	●	●	●									■	■		
Opportunities	●	●	●	●	●	●	●	●	●									■	■		
Orders	●	●	●	●	●	●	●	●	●					●	●	●	●	●	●		
Products & Price Books	●	●	●	●	●	●		●	●					■	■	■	■	■	■		
Quotes ¹²	●	●	●					●	●									■	■		
Sales Contracts ¹²	●	●	●					●	●					●	●	●	●	●	●		
Service Contracts				●	●	●	●	●	●							■	■	■	■		
Solutions	●	●	●		●	●	●	●	●					■	■	■	■	■	■		
Work Orders					●	●	●	●	●	●	●			■	■	■	■	■	■		
User Features																					
Console ¹²	✓(1)	✓	✓	✓(1)	✓	✓	✓(1)	✓	✓												
Engage	\$	\$	\$				\$	\$	\$												
Knowledge		\$	\$		\$	✓		\$	✓	\$	\$	\$	\$								
Live Agent					\$	✓		\$	✓												
Marketing	✓	✓	✓	✓	✓	✓	✓	✓	✓												
Offline	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓								
Omnichannel	✓	✓	✓	✓	✓	✓	✓	✓	✓												
Processes (Process Builder) ¹²	✓(5)	✓	✓	✓(5)	✓	✓	✓(5)	✓	✓	✓	✓	✓	✓								
Social Starter	✓	✓	✓	✓	✓	✓	✓	✓	✓												
SOS					\$	\$		\$	\$												
Steelbrick CPQ	\$	\$	\$					\$	\$												
Workflow, Visual Workflow, & Approvals ³		✓	✓		✓	✓		✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		
User Permissions Highlights																					
Account Teams		✓	✓		✓	✓		✓	✓	✓	✓	✓	✓								
Advanced Sharing		✓	✓		✓	✓		✓	✓			✓	✓			✓	✓	✓	✓		
Case Teams		2GB	✓		✓	✓		✓	✓												
Chatter	✓	✓	✓	0 ⁴	1000	5000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Create Processes	✓	✓	✓	✓	✓	✓	✓	✓	✓												
Create Workflow & Approval Processes ¹⁴		✓	✓		✓	✓		✓	✓												
Custom Profiles and Permission Sets	✓(2)	✓	✓	✓(2)	✓	✓	✓(2)	✓	✓												
Customizable Forecasting	✓	✓	✓	✓	✓	✓	✓	✓	✓												
Customize Reports	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓		
Customize Dashboards	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓								
Data.com Clean	\$	\$	\$	\$	\$	\$	\$	\$	\$												
Data.com Prospector	\$	\$	\$	\$	\$	\$	\$	\$	\$												
Identity		✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Identity Connect		\$	\$		\$	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Manage Users and Profiles ¹⁰	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓										
Opportunity Splits ¹²		✓	✓					✓	✓												
Opportunity Teams		✓	✓		✓	✓		✓	✓									✓	✓		
Profiles and Page Layouts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Record Types ¹²	✓(3)	✓	✓	✓(3)	✓	✓	✓(3)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Send Email	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓	✓		
Territory Management ¹²		✓	✓					✓	✓												
Write Apex Code		✓	✓		✓	✓		✓	✓												
Custom Apps Limit	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	0	0	0	0	0	0	0	0
Custom Tabs Limit	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	UNL	0	0	0	0	0	0	0	0
Custom Objects Limit ¹²	50	100	200	50	100	200	50	200	2000	10	10	100	100	10	10	10	10	10	10	2	2
Additional Org Limits Added per User																					
Data Storage (MB)	20	20	120	20	20	120	20	20	120	20	20	20	120	0	0	2	2	5	5	★ ¹¹	★ ¹¹
File Storage (MB)	612	2GB	2GB	612	2GB	2GB	612	2GB	2GB	2GB	2GB	2GB	2GB	0	0	0	0	0	0	0	0
API Calls/Day ⁴	0 ⁴	1000	5000	0 ⁴	1000	5000	0 ⁴	1000	5000	200	200	1000	5000	0	0	200 ⁹	200 ⁹	200 ⁹	200 ⁹	★ ¹¹	★ ¹¹

●	Create, Read, Update, Delete	\$	Available as add-on
■	Create, Read, Update	✓	Included
◇	Create, Read	✓(#)	Limited # Included
■	Read Only	*	Variable Quantity

1. Force 100 Admins are provisioned Salesforce user license (with System Admin Profile). Contractual restriction prohibits Read, Create, Edit, or Delete on: Leads, Opportunities, Products, Cases, Solutions or Campaigns.
2. Contractually restricted limit for EE and UE Sales and Service, Employee Apps and Community, Force 100, and External Communities.
3. All Users in an EE+ Org can utilize and be a part of workflows and approvals. Refer to user guide for additional details on Community Approvals access.
4. API must first be enabled on Professional Edition.
5. Data Storage Limits for Customer Community Plus differs based Member or Login Basis. Members receive 2 MB per member, and Logins receive 1 MB per monthly login.
6. Data Storage Limits for Partner Community Plus differs based Member or Login Basis. Members receive 5 MB per member, and Logins receive 1 MB per monthly login.
7. Employee Cases are for internal users and are not to be used for customers cases.
8. Requires "Marketing User" permission, which is currently being auto-provisioned. See User Guide for more details.
9. For members, the API Calls/Day limit is 200, for Logins, the limit is 10.
10. CC+ and PC can enable community managers [could be non-CRM], which are able to add user, but not manage profiles.
11. External Identity is issued in blocks and comes with data storage and APIs. As the blocks differ in size, the per-user amount varies.
12. Contractually restricted limit for PE Sales and Service for Console, Processes, and Record Type. Contractually restricted limit for Service for Quotes and Sales Contract Objects. Contractually restricted limit for EE and UE Service for Opportunity Splits and Territory Management.
13. Customer Community members/logins may only create cases for themselves, not for another person.
14. Force 100 Admins are also able to create Workflows and Approval Processes.
15. Sales Cloud Lightning CRM and Service Cloud Lightning CRM have the same functionality and add on options as Lightning CRM.

Updated: July 12, 2016

User License Comparison

Managed Package Functionality

Financial Services Cloud functionality is delivered via managed package on top of Sales Cloud Lightning (Lightning Interface)				
Financial Services Cloud Functionality	EEC	EE	UE	PXE
B2C Client Data Model	✓	✓	✓	
Client & Household Profiles	✓	✓	✓	
Advisor Homepage	✓	✓	✓	
Financial Goals	✓	✓	✓	
Wallet Share Calculations	✓	✓	✓	
Household & Relationship Groups	✓	✓	✓	
Client & Household List Segmentation	✓	✓	✓	
Life Events & Proactive Reach Outs	✓	✓	✓	
Wealth Reports	✓	✓	✓	
Wealth Dashboards	✓	✓	✓	
Financial Accounts	✓	✓	✓	

Health Cloud is delivered via managed package on top of Service Cloud Lightning (Classic Interface)				
Health Cloud Functionality	EEC	EE	UE	PXE
Clinical data model		✓	✓	✓
Care plan Customization & Management		✓	✓	✓
Timeline view		✓	✓	✓
Today Page		✓	✓	✓
Care team visualization		✓	✓	✓
Care team collaboration		✓	✓	✓
Configurable patient creation flow		✓	✓	✓
Patient profile		✓	✓	✓
EHR integration (via partners)		✓	✓	✓
Population analytics		✓	✓	✓
Patient Lists		✓	✓	✓

Field Service is delivered via managed package on top of Service Cloud Lightning (Classic Interface)						
Field Service Technician Functionality	Dispatcher			Field Technician		
	EE	UE	PXE	EE	UE	PXE
Appointment Booking (Managed Package) ¹	✓	✓	✓	✓	✓	✓
Scheduling (Managed Package)	✓	✓	✓	✓	✓	✓
Ability to be Scheduled				✓	✓	✓
Dispatcher Console (Managed Package)	✓	✓	✓			

¹ The purchase of at least one Field Service Dispatcher or Technician provides Appointment Booking to all Service CRM users

Updated: July 12, 2016