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Enactment Date	11/13/19 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff
Andrea Bustamante, Executive Director, Community Schools and Student Services
Susan Beltz, Chief Technology Officer

Board Meeting Date November 13, 2019

Subject Professional Services Agreement and Amendment No. 1 to the Master Subscription Agreement
Contractor: Salesforce, Inc.
Services For: November 14, 2019 - November 13, 2020

**Action Requested
and
Recommendation**

Approval by the Board of Education of Pro Bono Professional Services Agreement (Education); Amendment No. 1, Master Subscription Agreement; [ratification of] Master Subscription Agreement [executed on December 10, 2018]; and Data Processing Addendum between District and Salesforce, Inc., San Francisco, CA, for the latter to provide hosted software and related professional services to enable District staff to support students' academic success by monitoring specific key performance indicators and managing student and staff interactions, as delineated in the aforementioned Agreements, incorporated herein by reference as though fully set forth, for the period of November 16, 2018 through November 13, 2020, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor)

Salesforce.org is working with OUSD to leverage Salesforce technology to assist the Community Schools and Student Services department to prepare students for success in K-12 and beyond with comprehensive, real-time student information, and tools for staff and parents to communicate and collaborate. The objective of the current project is to enable OUSD staff to support students' academic success by monitoring specific key performance indicators and managing student and staff interactions.

Approximately six OUSD schools will participate in a year-long pilot of a Salesforce solution for managing the Coordination of Services Team (COST) process at their school site. The primary users of this solution are school-based Community Schools Managers, school based COST teams, school staff responsible for submitting COST referrals, and district office staff responsible for the student support experience. Specifically: 1) School staff will use the solution to submit COST referrals, 2) CSMs will use the solution to bundle, agenda, cancel, and prepare COST referrals and meetings, 3) School site COST teams will use the solution to create and track intervention/success plans from COST

referrals, and 4) District Office Student Support managers will use the solution to obtain reports and student-level visibility to ensure that COST referrals are being processed in a timely manner and with efficacy.

The solution will also incorporate a robust integration between Aeries and the Salesforce platform. The current agreement includes the vendor-hosted Salesforce platform and related professional services to configure and support the solution and the two batch integrations which will be used to extract and transform the necessary data from Aeries into Salesforce.

Competitively Bid

No. Exception: Professional Services Agreement of less than \$92,600 (zero cost)

Fiscal Impact

No fiscal impact.

Attachments

- Pro Bono Professional Services Agreement
 - Amendment No. 1 to Master Subscription Agreement
 - Master Subscription Agreement
 - Data Processing Addendum
-



PRO BONO PROFESSIONAL SERVICES AGREEMENT (EDUCATION)

Customer Full Legal Name:	Oakland Unified School District
Customer Contact:	
Customer Address:	1000 Broadway, Suite 684, Oakland, California 94607

This Professional Services Agreement is between Salesforce.org, a California corporation with its principal place of business at 415 Mission Street, Third Floor, San Francisco, California 94105 (“**SFDO**”), a subsidiary of Salesforce.com, Inc., a Delaware corporation (“**SFDC**”), and the party named above. This Agreement is effective as of the later of the dates beneath the parties’ signatures below (the “**Effective Date**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Any Customer Affiliate must meet the Eligibility Criteria stated in Exhibit A attached to this Agreement. For the avoidance of doubt, SFDO and SFDC are Affiliates.

“**Agreement**” means this Professional Services Agreement and any exhibits, schedules, and addenda hereto.

“**Customer**” means the customer named above together with its Affiliates. For the avoidance of doubt, an Affiliate of Customer can only sign an Order Form and become a Customer if it meets the Eligibility Criteria set forth in Exhibit A hereto.

“**Deliverable**” means a deliverable under an SOW.

“**Eligibility Criteria**” means the eligibility criteria set forth in Exhibit A to this Agreement.

“**Online Services**” means any online, web-based services and associated offline components made available by salesforce.com, or applications or other web-based services made available by SFDO that interact with the salesforce.com Online Services, in each case under a separate agreement with Customer.

“**Order Form**” means an ordering document specifying additional or alternative Professional Services to be provided hereunder and that is entered into between Customer and SFDO or any of their Affiliates, including any addenda and supplements thereto. Order Forms governed, in whole or in part, by this Agreement must have a separate SOW attached thereto and expressly state that the Order Form and those certain Professional Services provided thereunder are governed by this Agreement.

“**Professional Services**” means work performed by SFDO, its Affiliates, or their respective permitted subcontractors under an SOW, including SFDO’s provision of any Deliverables specified in such SOW.

“**Salesforce.com**” or “**SFDC**” means salesforce.com, inc., a Delaware corporation.

“**SOW**” means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and SFDO or any of their Affiliates. An SFDO Affiliate that executes an SOW with Customer will be deemed to be “**SFDO**” as such term is used in this Agreement. SOWs will be deemed incorporated herein by reference.

2. PROFESSIONAL SERVICES

2.1. Scope of Professional Services. SFDO will provide to Customer the Professional Services specified in each SOW. The initial SOW is attached hereto as Exhibit B.

2.2. Relationship to Online Services. This Agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement.

3. CUSTOMER COOPERATION

3.1. Cooperation. Customer will cooperate reasonably and in good faith with SFDO in its performance of Professional Services by, without limitation:

- (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDO to perform its obligations under each SOW;

- (b) timely delivering any Customer deliverables and other obligations required under each SOW;
- (c) timely responding to SFDO's inquiries related to the Professional Services;
- (d) assigning an internal project manager for each SOW to serve as a primary point of contact for SFDO;
- (e) actively participating in scheduled project meetings;
- (f) providing, in a timely manner and at no charge to SFDO, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online, and telephonic meetings, all as reasonably required by SFDO; and
- (g) complete, accurate, and timely information, data, and feedback, all as reasonably required.

3.2. RESERVED.

4. DELIVERY, ACCEPTANCE, AND CHANGE ORDERS

- 4.1. **Delivery of Services.** SFDO will provide the Professional Services, including any Deliverables, in accordance with the Agreement, the applicable SOWs and the Professional Services Security Data Sheet, attached hereto as Exhibit C.
- 4.2. **Acceptance.** Upon completion of each Deliverable under an SOW, SFDO will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SFDO with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer will so notify SFDO in writing within 10 business days after SFDO's submission of the Deliverable, specifying the deficiencies in detail. SFDO may correct such deficiencies and resubmit the Deliverable to Customer as soon as may be commercially reasonable. If so corrected and resubmitted by SFDO, Customer will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to SFDO in writing within 10 business days after resubmission of the Deliverable. If a Deliverable again fails to meet the functional requirements specified in the applicable SOW, Customer may again reject the Deliverable and return it to SFDO for further correction and resubmission in accordance with the process described above. If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. **Customer Intellectual Property.** Customer does not grant to SFDO any rights in or to Customer's intellectual property except such licenses as may be required for SFDO to perform its obligations hereunder.
- 5.2. **Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.
- 5.3. **License for Contract Property.** SFDO grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use, and run (as applicable) solely for its internal business purposes associated with its use of SFDO's online and offline services anything developed by SFDO for Customer, including Deliverables, under this Agreement ("**Contract Property**"). As between the Parties, SFDO retains all ownership rights in its intellectual property and in the Contract Property.

6. CONFIDENTIALITY

- 6.1. **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs. Confidential Information of Customer includes pupil records, student data, student identifiers, and academic information ("**Personal Information**") which may be subject to additional state and federal data security and privacy laws. In addition to the terms of this Agreement, SFDO's obligations with respect to such Personal Data submitted to the Online Services as Customer Data are set forth in the Data Processing Addendum attached to the Master Subscription Agreement between Customer and SFDO which governs Customer's purchase of Online Services. Confidential Information of SFDO includes: business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential

Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any SOW to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, except as required by law, including the California Public Records Act (Government Code, sections 6250 et seq.), provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

- 6.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 6.4. Compliance with California Privacy Law.** The Parties agree to these terms in compliance with Education Code section 49073.1 to the extent applicable to SFDO in its performance of Professional Services hereunder:
- 6.4.1. Ownership and Control of Pupil Records.** As between the parties, pupil records shall continue to be the property of and under the control of the Customer. For purposes of this Agreement, "pupil records" means both any information directly related to a pupil that is maintained by the Customer and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employee. For purposes of this Agreement, "pupil records" does not mean deidentified information, including aggregated deidentified information, used by SFDO to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of SFDO's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications. For purposes of this Agreement, "deidentified information" means information that cannot be used to identify an individual pupil.
- 6.4.2. Ownership and Control of Pupil-Generated Content.** Customer shall establish reasonable procedures by which pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account, consistent with the functionality of services. For purposes of this Agreement, "Pupil generated content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
- 6.4.3. Use of Pupil Records.** SFDO shall not use any information in the pupil records for any purpose other than those required or specifically permitted by this Agreement.
- 6.4.4. Review of Pupil Records.** Customer shall establish reasonable procedures by which a parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the pupil's records and correct erroneous information.
- 6.4.5. Security and Confidentiality of Pupil Records.** SFDO agrees to protect the confidentiality of pupil records in strict confidence, in accordance with Section 6 (Confidentiality). SFDO shall not use or disclose pupil records received from or on behalf of Customer except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer. SFDO agrees that it will protect the pupil records it receives from or on behalf of Customer according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. SFDO will ensure that its personnel (including its subcontractors) who have access to Customer Confidential Information (including pupil records) are informed of the confidential nature of the information through appropriate training on their responsibilities with respect to such types of information. SFDO shall maintain appropriate administrative, technical and physical security measures designed to protect the confidentiality and security of Confidential Information received from Customer.
- 6.4.6. Breach Notification Process.** SFDO shall report to Customer any use or disclosure of pupil records not authorized by this Agreement to the extent it becomes aware of such unauthorized use or disclosure... In the event of an unauthorized disclosure of a pupil's records, Customer will notify affected parents, legal guardians, or pupils who have reached the age of 18. Compliance with these requirements shall not, in itself, absolve SFDO of liability in the event of an unauthorized disclosure of pupil records in breach of this Agreement.
- 6.4.7. Retention and Destruction of Pupil Records.** Upon termination, of the Agreement or upon request by OUSD, pupil records in the possession of SFDO shall be returned and/or destroyed as directed by Customer.
- 6.4.8. Prohibition on Targeted Advertising.** SFDO shall not use PII in pupil records to engage in targeted advertising.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 7.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 7.2. **Warranty.** SFDO will use commercially reasonable efforts to perform the Professional Services in a professional and workmanlike manner in accordance with generally accepted industry standards. Customer's exclusive remedy and SFDO's entire liability will be the re-performance of the applicable Professional Services, if commercially reasonable.
- 7.3. **Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

SFDO Indemnity.

- 8.1. SFDO will defend Customer against any claim, demand, suit or proceeding ("**Claim**") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by SFDO personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by SFDO of, any such Claim, all of the foregoing to the extent caused by SFDO's personnel, provided that Customer: (a) promptly gives SFDO written notice of the Claim; (b) gives SFDO sole control of the defense and settlement of the Claim (except that SFDO may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives SFDC all reasonable assistance, at SFDC's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of this Agreement or applicable SOWs or Order Forms.
- 8.2. **Mutual Intellectual Property Indemnity.** To the extent permitted by applicable law, SFDO (the "**Provider**") will defend the Customer (the "**Recipient**") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("**Material**") infringes or misappropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's sole cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party where such infringement or misappropriation would not have arisen but for such specifications or materials, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient. In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant SOW or Order Form upon 10 days' written notice given within 30 days after the Provider's exercise of such option; provided however that the aforementioned action in subdivisions A-C shall not relieve SFDO if its indemnification obligations stated herein.
- 8.3. **Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

9. LIMITATION OF LIABILITY

- 9.1. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM: (I) A PARTY'S WILLFUL MISCONDUCT, (II) A PARTY'S GROSS NEGLIGENCE RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, AND (III) AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.2 (MUTUAL INDEMNITY) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE STATEMENT OF WORK OR ANY ORDER FORM OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT AS SPECIFIED ABOVE, IN NO EVENT SHALL SALESFORCE.COM, INC. HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER UNDER THIS AGREEMENT.
- 9.2. **Exclusion of Consequential and Related Damages.** EXCEPT FOR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF

OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. FOR CLARITY, AMOUNTS FINALLY AWARDED BY A COURT OR AS PART OF AN APPROVED SETTLEMENT TO A THIRD PARTY UNDER A CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 8.2 (MUTUAL INDEMNIFICATION) SHALL BE DEEMED DIRECT DAMAGES AND THEREFORE NOT SUBJECT TO THE EXCLUSIONS SET FORTH IN THIS SECTION 9.2, IRRESPECTIVE OF THE CHARACTERIZATION OF SUCH AMOUNTS IN THE UNDERLYING THIRD PARTY CLAIM.

10. TERM AND TERMINATION

- 10.1. Term.** This Agreement commences on the Effective Date and will remain in effect for a maximum of five (5) years, or until terminated in accordance with this section.
- 10.2. Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon 10 days' written notice to the other. To the extent there are SOWs in effect when a party terminates this Agreement, such SOWs shall continue to be governed by this Agreement as if it had not been terminated.
- 10.3. Surviving Provisions.** The sections titled "Contract Property," "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Limitation of Liability," "Term and Termination" and "General" will survive any termination or expiration of this Agreement.

11. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law. In the event that SFDO subcontracts any portion of its duties, SFDO shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this Section in amounts which are appropriate with respect to that subcontractor's part of performance if its duties. Evidence of insurance shall be furnished upon request.

12. GENERAL

- 12.1. Compliance with Laws.** Each party will comply with all laws and governmental rules and regulations that apply to such party in its performance of its obligations and exercise of its rights, under this Agreement.
- 12.2. Export Compliance.** SFDO and Customer each represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Deliverables or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.
- 12.3. Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 12.4. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDO and Customer regarding the provision and use of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW, (2) any exhibit, schedule, or addendum to this Agreement and (3) the body of this Agreement.
- 12.5. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 12.6. No Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.7. Subcontractors.** SFDO may, in its reasonable discretion and subject to Customer's consent, use subcontractors inside or outside the United States to perform any of its obligations hereunder. SFDO will be responsible for the performance of Professional Services by its employees and subcontractors and their compliance with SFDO's obligations under this Agreement, except as otherwise specified herein.
- 12.8. Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be effective upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after

sending by confirmed facsimile, or (d), except for notices of breach of the Agreement, termination or an indemnifiable claim ("Legal Notices"), the day of sending by email. Notices to SFDO will be addressed to the attention of Strategic Services, with copies of Legal Notices to SFDO's General Counsel at Salesforce.org, 415 Mission Street, 3rd Floor, San Francisco, California 94105, and by email to SFDOlegal@salesforce.com; or to the mailing or email addresses as updated by SFDO via written notice to Customer. All notices to Customer will be addressed to the Customer contact named at the top of this Agreement unless Customer has provided 30 days advanced written notice of a new customer contact, provided that billing-related notices to Customer will be addressed to the billing contact designated by Customer to SFDO in the applicable SOW or Order Form.

- 12.9. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.11. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs or Order Forms, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (provided that, for any such assignment by Customer, such Affiliate or other permitted successor continues to meet the Eligibility Criteria set forth in Exhibit A hereto). Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.12. **Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 12.13. **Venue.** The state and federal courts located in San Francisco County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.
- 12.14. **Counterparts.** This Agreement may be executed electronically, by facsimile and in counterparts.
- 12.15. **Conflict of Interest.** SFDO shall abide by the SFDC Code of Conduct set forth at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-code-of-conduct.pdf, which addresses actual and potential conflicts of interests, and its Business Conduct Principles at https://salesforce.com/content/dam/web/en_us/www/documents/legal/compliance%20documents/salesforce-business-conduct-principles.pdf, which states as of the Effective Date, "We have not and will not corruptly offer, promise, or make or agree to make any payments or gifts, of money or anything of value, directly or indirectly to anyone for the purpose of influencing decisions." In addition, SFDO acknowledges that the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California apply to Customer.
- 12.16. **Governing Board Approval.** This Agreement is subject to approval by the Governing Board of the Oakland Unified School District, and does not become effective until and unless such approval is obtained.
- 12.17. **Pro Bono Terms.** It is the intent of SFDO that the donated professional services work performed hereunder in connection with the initial SOW as described in Exhibit B, with fair market value of \$300,000.00, comply with all applicable laws, regulations and ethics rules regarding gifts and donations. SFDO donates professional services under this Agreement without seeking promises or favoritism for SFDO or Salesforce.com in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for any donations hereunder. Finally, SFDO makes the donation with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements for either SFDO or Salesforce.com.

Signed by each party's authorized representative:

CUSTOMER *Aimee Eng* 11/14/19
 Aimee Eng
 President, Board of Education

By: _____

Print Name: *Kyla Johnson-Trammell* 11/14/19
 Kyla Johnson-Trammell
 Secretary, Board of Education

Title: _____

SALESFORCE.ORG

DocuSigned by:
Eric Thorne
 608867620E8A474
 Eric Thorne

By: _____

Print Name: _____
 Eric Thorne

Title: Associate Manager - Sales Operations

Date: _____

Date: 11/19/2019 _____

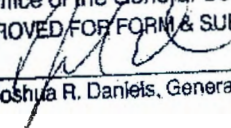
OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  11/8/19
Joshua R. Daniels, General Counsel

EXHIBIT A – Eligibility Criteria

To be eligible to receive Professional Services, Customer must be one of the following:

- A. A nonprofit organization that is currently tax-exempt with verified charitable status as determined by the applicable regulatory bodies in the country in which the organization is registered as a charity. For example, with respect to United States organizations, tax exempt status under 501(c)3 of the Internal Revenue Code.
- B. An organization that is using as its fiscal sponsor, a tax-exempt charity as defined in section A of this Exhibit A, and where that fiscal sponsor has extended its tax-exempt status to the sponsored organization (and only for so long as such fiscal sponsorship is in effect).
- C. An organization (either for-profit or not-for profit) that meets comprehensive and transparent standards for social responsibility, subject to express written approval of Salesforce.org; for United States organizations, this means organizations with tax exempt status under 501(c) 4 of the Internal Revenue Code; or
- D. A not-for-profit or a for-profit public or private institution whose primary purpose is educational, but specifically excluding for-profit universities and/or colleges.

The foregoing are by way of example only. In all cases, Salesforce.org must first provide written approval of Customer's eligibility. Further, Customer must provide documentation to validate its status upon request from Salesforce.org. Salesforce.org reserves the right in its sole discretion to change an Order Form, or to deny a request for Professional Services, or to refer the Customer's request for Professional Services to salesforce.com.

For clarity, the following; entities are not eligible to purchase under this Agreement:

- 1. An economic development organization, such as a chamber of commerce, business improvement district, local and regional economic development organization;
- 2. A non-profit organization funded by local, state, provincial or federal government, where such non-profit organization either functions without an independent board of directors or is managed by a government agency;
- 3. A hospital, healthcare facility, academic medical center or clinic, except for their associated educational fund raising or foundation activities;
- 4. A health insurance organization or health insurance provider; or
- 5. A group or individual health practice.



Exhibit B

Salesforce.org – Strategic Services

Statement of Work

SOW 1	Student Success Early Warning and Case Management
Customer Name	Oakland Unified School District
Customer Address	1000 Broadway, Suite 300, Oakland CA, 94607



Statement of Work

This Statement of Work (“**SOW**”) describes a set of Professional Services to be provided by Salesforce.org (“**SFDO**”) to Oakland Unified School District (“**Customer**”).

1.0 Scope

Subject to the terms of this SOW and the Agreement, SFDO will provide the consulting services set forth below (“**Professional Services**”). The term “**Application**” is used to refer to the salesforce on-demand CRM service and the underlying Force.com platform, Marketing Cloud (ExactTarget) Services, or other platform.

SFDO will use SFDO Services’ application development methodology (“**Adaptive Methodology**”) with Customer to deliver the Professional Services. As part of the Adaptive Methodology:

- SFDO and Customer will review, document and sign off project control documents (“**Planning Documents**”) based on this SOW together with additional discovery and further detailing project execution plans, boundaries and controls.
- SFDO and Customer will review, document and sign off solution design documents (“**Design Documents**”) based on this SOW together with additional discovery, further detailing the solution design and containing sufficient detail for Customer to understand and agree to the solution design.
- SFDO and Customer will document the desired Application functionality as a list of functional needs by user type (“**User Stories**”).
- Development will be done in a series of regular development increments (“**Iterations**”), which include construction of the solution components and testing of them as they are built.
- Customer will supply a dedicated resource responsible for product vision, representation of stakeholders to the development team and ultimately for maximizing the business value of the development effort (“**Product Owner**”).
- SFDO and Customer will complete development reviews at the completion of each Iteration. The regular cadence of these reviews will enable Customer to measure functional progress and will provide Customer an on-going process to regularly validate and provide feedback on the functionality that will be delivered in the configured Application.
- Customer will lead and SFDO will support final testing of the solution once construction is complete.
- SFDO and Customer currently anticipate development of the configured Application functionality in the areas set forth in this Section 1. The scope described in this Section 1 has been used to derive the Estimated Professional Services Fees in Section 4 Schedule and Estimated Professional Services Fees below.

Customer Product Owner may request additional or alternative functionality based on the prioritization of User Stories as they are refined and developed during construction of the configured Application. As a consequence, the precise scope of the configured Application cannot be determined at the outset of the Professional Services and the detailed scope described below may not be completed as part of the Professional Services. Rather, on-going User Story prioritization as mutually agreed between the Customer Product Owner and SFDO will dictate the final content of the configured Application.

1.1. Business Objectives and Context

The objective of this project is to enable the Customers’ faculty and staff to support students’ academic success by monitoring specific key performance indicators and managing student and staff interactions.



1.2. Functional Scope

The functionality to be implemented as part of the configured Application is described below.

1.2.1. Core Salesforce Functionality

SFDO will use a combination of standard configuration tools and custom code to design, specify, develop and configure the following currently anticipated functionality as integrated modules within the Application:

Functional Area	Description
Accounts, Contacts and Standard EDA (Education Data Architecture) Objects	<ul style="list-style-type: none"> Set up using standard configuration including page layouts and record types as agreed upon during the design phase
Student Success Cases and Student Support Management	<ul style="list-style-type: none"> Set up using standard configuration Assignment Rules Support Processes
Reports and Dashboards	<ul style="list-style-type: none"> Standard Salesforce Reports Up to 10 reports and dashboards in total
Security	<ul style="list-style-type: none"> Enable and set up Case Teams Configure Profiles and Role Hierarchy Sharing Rules and Permission Sets
User and Company Setup	<ul style="list-style-type: none"> Language Setup (English Only)

1.2.1.1. Core Salesforce.com Assumptions

Standard Force.com UI and clicks-not-code configuration will be used where reasonably possible. This assumption does not impact functionality and is specific to user interactions.

- All workflow, data validation, implementation of business logic and roll-ups will be based on standard Force.com capabilities where reasonably possible.
- When necessary, custom code may be used to implement workflow, data validation, and implementation of business logic, roll-ups and to circumvent Application limitations or governor limits.

1.2.1.2. Dashboard and Reporting Assumptions

Customer acknowledges and agrees that the development of dashboards and reports will be constrained by the functionality and capabilities of the Application as well as any inherent limitations in existing data structures.

- Complex reporting requirements may expose limitations in Customer's existing data model. If required, changes needed to circumvent any such limitations may result in additional costs and require a Change Order.

1.3. Additional Services Scope

The following additional services are anticipated in addition to delivery of the configured Application functionality outlined in section 1.2.



1.3.1. Environment Management

SFDO will utilize Customer's full Application sandbox environment for development and testing. SFDO will migrate all changes and enhancements from the sandbox environment to production prior to going live.

1.3.2. Administrator Education

SFDO will deliver up to one (1) day of hands-on, ad hoc administrator education, focused primarily on review of the Professional Services.

1.3.3. System Documentation

SFDO will update and publish a final version of the Deployment Checklist to reflect the completed Professional Services and the actual results of the Professional Services. The details of the accepted User Stories will represent details of the business functional requirements.

1.3.4. Post Go Live Support

SFDO will provide up to four (4) day(s), during the two (2) week period following deployment, of Post Go Live Support to answer questions and address issues that may arise following such deployment.

1.4. Out of Scope and Change Orders

Any work not specifically set forth as Professional Services within this SOW is out of scope of this SOW, including the following out of scope activities:

- Implementation of any additional mobile application configuration.
- Change Management - Customer will conduct all Change Management activities including Stakeholder Analysis, End User Communications and Adoption Planning and Execution.
- Legacy Data Migration - Customer will be solely responsible for the migration of legacy data.
- Systems Integration – Customer will be responsible for data integration from source systems such as SIS, AMS, and HRIS.
- Education – Training development and training of end users.
- Native device push notifications that allow the Application to notify users through the mobile OS and independent of the Mobile App.
- Installation and / or configuration of a Mobile Device Management (MDM) solution.

Changes to the scope of this SOW require a fully executed Change Order.

2.0 Approach

The Professional Services provided pursuant to this SOW will be delivered in the five stages listed below. Specific activities by stage are also outlined below.

2.1. Plan Stage

The Plan stage is intended to initiate the project, set expectations regarding how it will be delivered and monitored, and to discuss the boundaries around it. The purpose of the project and expected business outcomes will be confirmed during the Plan stage. The Plan stage will also establish the way the project will be managed and the plan for execution (scope, schedule, quality, budget).

The Plan stage is composed of the following major activities:

2.1.1. Professional Services Setup and Project Team Alignment

The SFDO project team will be introduced to Customer following execution of the SOW. The SFDO team will meet with the Customer team to confirm initial understanding of scope, undertake preliminary planning and



scheduling, and align roles between the respective SFDO and Customer teams in preparation for structured discovery sessions. Project tracking and control mechanisms will be discussed and agreed.

2.1.2. Methodology Primer

The SFDO project team will conduct a class for the joint SFDO and Customer project team to level set the team on the details of the Adaptive Methodology. At a minimum, the Customer Product Owner and core team members will attend this session. This session will include education on key elements of the Adaptive Methodology. Specifically, the following topics will be addressed:

- Project planning: expectations regarding scope, schedule, budget, project controls and project management standards.
- Expected business outcomes and success measures.
- Solution design: expected discovery activities and plans for how and when solution design will be done, documented and managed.
- Scope management, control and level of flexibility.
- Development process: activities that occur in each Iteration and outside of the Iterations during solution construction.
- Release planning, measuring velocity, predicting capacity, Iteration burn down, release burn up.
- The product backlog: story map and User Story creation, story quality and story point values.
- Team roles and responsibilities.
- User Story acceptance and Iteration demos.
- Final system testing responsibilities, plans and expectations.

2.1.3. Discovery Sessions and Requirements Gathering

SFDO will facilitate a series of discovery sessions for the purpose of understanding the context of the project and the needed functionality. These sessions will be composed of the appropriate combination of discovery sessions, group requirements sessions, one-on-one interviews, design workshops and job shadowing sessions. These sessions will allow SFDO and Customer to establish the framework that will guide the implementation and to begin creation of the initial product backlog, representing the business needs that the system will satisfy, as defined by the Adaptive Methodology.

2.1.4. Work Breakdown Structure (WBS)

The work to be completed as part of the Professional Services will be reviewed with Customer and enumerated in a WBS, a hierarchical representation outlining 100% of the tangible scope of the project. The WBS is intended to give clarity to the project team, allowing the SFDO team to gain alignment with Customer on what will be delivered.

2.1.5. Story Map

Based on this SOW and information gathered during discovery sessions, SFDO will work with the Customer Product Owner to create a story map made up of the main functional areas to be addressed, typically modeled as a hierarchy and beginning to list the framework of User Stories. User Stories will be further elaborated and finalized in later stages.

2.1.6. Baseline Schedule and Budget

Based on this SOW and information gathered in discovery sessions, together with project team member schedules and calendar events, the project schedule will be reviewed and adjusted as necessary. If appropriate, the planned burn of budget will also be adjusted in kind. This will establish a baseline schedule and budget against which to monitor schedule and budget burn performance.



2.2. Architect Stage

The Architect stage is intended to establish a high-level architecture as well as to create the necessary design to begin the development effort. Business components and technical components of the solution will be documented in sufficient detail for Customer to understand the expected solution and sign off on it. The high-level architecture and design that is created in this stage will be used to further refine and manage scope, budget and delivery dates.

Some Plan stage and Architect stage activities are expected to occur concurrently.

2.2.1. Discovery Sessions

During Architect stage, discovery sessions will continue, with SFDO facilitating. These sessions will allow SFDO and Customer to further elaborate the requirements, to design the solution and to review the proposed solution design together.

2.2.2. Initial Product Backlog

Based on information gathered during the Plan stage and discovery sessions, SFDO will work with the Customer Product Owner to create the initial product backlog. This will be based on the story map, further elaborating it to include the User Stories that are known and expected to be implemented as part of the solution.

2.2.3. Technical Architecture and Integration Analysis

SFDO will work with Customer to analyze and define the technical requirements for the Professional Services including external system integrations, interactions with Customer's IT infrastructure and other factors.

2.2.4. Solution Design

SFDO will design the proposed solution, determining best use of SFDO and related technology components to satisfy Customer's requirements, expectations and desired business outcomes. SFDO will work with customer to review design decisions and trade-offs in interactive sessions as appropriate to arrive at the solution design for Customer.

2.2.5. Architecture Review

SFDO will conduct an internal architecture review of the proposed solution design. The review will be performed by members of SFDO's professional services organization who are not engaged directly on the project in order to give an independent perspective and fresh look at the planned architecture. Recommendations from the architecture review will be evaluated and adjustments made to the planned solution as appropriate prior to completing the design and submitting it to Customer for final review and approval.

2.2.6. Re-baselined Budget and Schedule

The baseline schedule and budget developed during the Plan stage will be reviewed and revised if necessary as required to deliver the expected solution, based on the approved Design Documents. Any necessary changes to the scope, schedule or budget will be addressed through SFDO's Change Order process as described below.

2.2.7. Build Preparation

During the Architect stage final preparations are made to begin construction of the solution:

- Environments are initialized and configured.
- Development and code management tracking and management systems, as defined and agreed in the Planning Documents, are acquired and set up.

- Sufficient User Stories to begin development are fully elaborated and agreed with Customer (typically enough User Stories to use the estimated capacity of the development team for at least 2 Iterations).

2.3. Construct Stage

The Construct stage leverages the product backlog of User Stories as well as the signed off Planning Documents and Design Documents established in the Plan stage and Architect stage to configure, develop and test the Professional Services over a series of development Iterations.

The Construct stage is composed of the following major activities:

2.3.1. Iterative Development

In each Iteration, the development team will perform the following activities:

- Review and select User Stories to include in the Iteration.
- Work with Customer Product Owner to finalize User Story details and acceptance criteria for each included User Story.
- Build and unit test the selected content of the Iteration.
- Finalize and execute test scripts for each selected User Story.
- Gain acceptance of the User Stories delivered in the Iteration based on each User Story's acceptance criteria and documented in the User Story tracking application (e.g., Rally, PM Toolkit, etc), in accordance with the Acceptance section below.
- Conduct an Iteration retrospective to review the results of the Iteration and to identify development process improvements.

2.3.2. Quality Assurance

SFDO will unit test components of the solution as they are built to verify that they work as expected. SFDO will also independently create and execute test cases and test scripts for the built and unit tested components to validate that they conform to the defined acceptance criteria in each User Story.

2.3.3. Iteration Reviews

SFDO and Customer will conduct Iteration Review meetings for specified Iterations to provide Customer with an opportunity to provide feedback and clarification early on in the process. After each of these meetings, revisions and changes may be made to address deviations from documented requirements and design as well as clarifications and refinements to the overall design.

2.4. Validate Stage

During the Validate stage, final Customer testing, including User Acceptance Testing (UAT), is performed. SFDO will create a Test Plan describing the testing that will be performed, including documenting the specific testing process, and testing responsibilities. A defect management process will be set up to triage defects, which will be classified by severity and priority. Definitions for severity and priority will be agreed in the Test Plan document prior to the start of the Validate stage.

In addition, final preparations to deploy the system are made during the Validate stage.

The Validate stage is composed of the following major activities:

2.4.1. Quality Assurance

SFDO will be responsible for the overall quality assurance effort, including the creation of a test plan document and unit and system testing of all implemented functionality.



2.4.2. User Acceptance Testing and Production Ready Application

A review meeting will be held to kick off the User Acceptance Testing (UAT) process. The UAT process will provide Customer with an opportunity to review the implementation prior to production deployment, following SFDO's performance of the same.

Customer will be responsible for conducting UAT testing and providing feedback and UAT sign-off in a timely manner. SFDO will help to coordinate and facilitate this process.

Customer's sole remedy for any deficiencies under this section shall be re-performance as set forth in Section 5.5 (Acceptance) herein.

2.5. Deploy & Support Stage and Project Closeout

The final stage of this SOW is Deploy & Support stage. The Deploy & Support stage is composed of the following major activities:

2.5.1. Migrate to Production

Upon approval and signoff of UAT, SFDO will implement the production version of the Application. SFDO will be responsible for migrating the customizations between the identified testing environments and the production environment.

2.5.2. Project Closeout and System Documentation

SFDO will update and publish a final version of the Deployment Checklist to reflect the completed Professional Services and the actual results of the production deployment.

The approved Design Documents will not be updated as part of the scope of this SOW; rather the final version of these documents along with Change Log will serve as an addendum for the purposes of final system documentation.

2.5.3. Administrator Education

Administrator education will consist of onsite interactive sessions provided in a demo-style environment using Customer's Application instance. While basic Application administrative tasks can be covered, SFDO strongly recommends that Customer's administrators take a formal salesforce.com Administrator training class. The cost of the salesforce.com Administrator training offered by salesforce.com online or pursuant to the online CRM subscription agreement is not included in the Professional Services fees set forth herein.

2.5.4. Post Go Live Support

In accordance with Post Go Live Support in section 1 above, key members of SFDO's project team will be available to assist Customer with questions or issues that may arise. SFDO's Project Manager will coordinate all Post Go Live Support requests.

3.0 Customer Obligations and Assumptions

3.1. General

- Timely and successful performance of the Professional Services pursuant to this SOW requires ongoing collaboration between SFDO and Customer. Customer is responsible for certain key tasks, contributions and timely reviews of SFDO work to maintain the estimated schedule and estimated Professional Services fees.
- Customer shall procure, install, host, test, deploy, monitor and maintain all associated hardware, software (including, without limitation, the Online Services), remote meeting tools, high-speed internet if meetings are held onsite, and copyrighted materials, including patches or upgrades required to enable provision of the Professional Services.



- Customer will make available appropriately skilled and knowledgeable Customer resources, including the following resources, to provide active and continuous participation, including timely review, feedback and approvals:
 - Executive sponsor
 - Project manager
 - Product Owner
 - Functional lead and business subject matter experts
- Any change to Customer's project manager during the course of the project will require a Change Order to account for additional hours needed for consultation with Customer's new project manager on current project status and on-going activities.
- Customer will allocate time among Customer project staff, subject matter experts and executive staff as needed for participation in meetings, timely review of documentation and decision-making.
- Customer will define and maintain the list of the business objectives and requirements that will guide the provision of the Professional Services.
- Customer will coordinate on-site, web or conference call schedules for meetings to be held during the term of this SOW.
- Customer is responsible for its use of the deliverables resulting from the Professional Services, including compliance with all applicable laws and license requirements related to the use and / or distribution of such deliverables (e.g. inclusion of any terms, such as privacy policies, conformance to any third-party terms (operating system terms, etc.)).
- Customer will provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable SFDO to perform the Professional Services.
- Customer will identify and enable permissions for SFDO personnel as system administrators or users of Customer's Application instances as reasonably necessary for the provision of Professional Services.
- Customer will be responsible for executing on overall program management responsibilities.
- If Customer requires additional security or internal IT reviews not specifically called out in this SOW, a Change Order will be required for the additional scope.
- Requests for Professional Services work outside of normal business hours (Monday – Friday, 8:30 a.m.- 5:30 p.m. in the time zone of the location where work is to be performed), including weekends and holidays, must be made through a Change Request per Section 5 ("Change Management"). Scheduling work outside of normal business hours requires staffing considerations and will need to be planned 20 business days in advance of need and is subject to any additional requirements contained herein.
- Customer is responsible for cleansing and preparing the data used in the Online Services, including extract processing and quality assurance testing of data prior to submitting such data to the Online Services. Improperly prepared data, i.e., data that is not ready for use by SFDO in connection with this engagement as provided by Customer, can significantly impact SFDO's ability to provision the Professional Services.

3.2. Adaptive Methodology Customer Obligations and Assumptions

- Customer will participate in planning, discovery and design sessions as needed to facilitate development of Planning Documents and Design Documents and will review and sign off on the same in a timely manner prior to start of the Construct stage.
- Customer will provide an authorized and skilled Product Owner who will be responsible for managing the content of the product backlog, providing content for User Stories, prioritizing stories in the backlog,



working with SFDO to determine which stories will be addressed in which Iteration, assisting with the creation of acceptance criteria and accepting each User Story upon demonstration that it meets the acceptance criteria in accordance with Acceptance section below.

- Customer Product Owner will work with SFDO to fully elaborate sufficient User Stories prior to the start of the Construct stage to use the estimated capacity of the development team for at least 2 Iterations.
- Customer Product Owner will represent Customer business stakeholder interests to the development team.
- Customer Product Owner and SFDO will participate in periodic review meetings with Customer business stakeholders throughout the delivery of the Professional Services.
- Customer Product Owner will determine prioritization of User Stories in the product backlog. User Stories to be addressed in each Iteration will be based on this prioritization, dependencies between functional components and development team capacity.
- Acceptance criteria in the User Stories will be the basis for expected Application functionality. In the event that Customer testing identifies functional needs not reflected in the acceptance criteria, a defect will be created to describe the functional gap. Customer Product Owner will determine which defects (i.e. which functional gaps) they would like to have addressed as part of the Professional Services as part of the on-going prioritization process. If defects that Customer wishes to address cannot be addressed with the defined resource pool and timeline, a Change Order process will be initiated as set forth below.

3.3. Steering Committee

Customer agrees to a monthly steering committee meeting to include the following parties: Customer Executive Project Sponsor, Customer PM, SFDO Executive Sponsor and SFDO PM. This meeting will be used to review project status, key open issues and assure alignment between organizations.

4.0 Schedule and Professional Services Fees

4.1. Estimated Schedule

Subject to the terms herein, SFDO estimates the timeline for the performance of Professional Services pursuant to this SOW to be up to eighteen (18) weeks from the start date. Professional Services shall begin on a date to be mutually agreed upon in writing (email acceptable) after this SOW and the Agreement, if applicable, are both fully executed and the Purchase Order, if applicable, is received. Professional Services shall begin no sooner than two weeks after such requirements are met.

4.2. Rates and Professional Services

4.3. Subject to the terms herein, the Professional Services described in this SOW are bid on a fixed fee basis. Professional Services fees pursuant to this SOW are \$0. This is based on an eighteen (18) week project plan and the scope defined in this SOW. Any changes by Customer to the scope or impact to the project schedule caused by Customer will result in a Change Order.
Invoices

All Professional Services fees, as well as actual and reasonable expenses and taxes, if applicable, associated with the Professional Services will be invoiced monthly and shall be due and payable in accordance with the terms of the Agreement.

5.0 FERPA

5.1. Salesforce.org acknowledges that Customer may be required to comply with the Family Educational Rights and Privacy Act ("FERPA") with respect to its use of Professional Services under this SOW. In the course of providing Professional Services in connection with SFDO's performance of this SOW, SFDC may have access to Customer Data, as defined in the Master Subscription Agreement dated December 10, 2018, and to the extent that Customer Data includes any

information that is subject to Family Educational Rights and Privacy Act ("FERPA"); (i) Customer agrees that it will invoke the "school official" exception as that term is used in FERPA at 34 C.F.R. § 99.31(a)(1)(i)(B), and (ii) Salesforce.org shall cause SFDC to provide the Professional Services in accordance with FERPA, when the Professional Services are used by Customer according to the Professional Services Agreement and this SOW, and acknowledges that Customer Data shall at all times during this SOW be under the direct control of Customer with respect to the processing of Education Records under FERPA, and SFDC will use Customer Data only in a manner consistent with its rights and obligations under the Professional Services Agreement, and to not disclose such data to any third party, except as authorized by the Professional Services Agreement and/or for purposes consistent with this SOW.

6.0 General Terms

6.1. Precedence

This SOW and any appendices hereto shall be governed by the terms of the Agreement. In the event of a conflict between any term of this SOW and the Agreement, the terms of this SOW will control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

6.2. Customer Location

The primary customer site at which Professional Services will be performed is as indicated below. Professional Services may be performed at the primary site and other sites.

Customer Address	1000 Broadway, Suite 300, Oakland CA, 94607
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6.3. Segmentation

Customer acknowledges that this SOW is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of this SOW or on any oral or written public comments by SFDO or salesforce.com regarding future Online Service functionality or features.

6.4. Change Order

In order to make a change to the Scope set forth in this SOW, Customer must submit a written request to SFDO specifying the proposed changes in detail. SFDO shall submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services. Upon mutual agreement of the parties, the parties each shall execute an amendment representing the changes to this SOW ("**Change Order**"). SFDO shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling and fees therefore.

6.5. Acceptance

Upon completion of each Deliverable, SFDO will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with this SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SFDO with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in this SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SFDO in writing



within 10 business days after SFDO's submission of the Deliverable, specifying the deficiencies in detail. SFDO will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to SFDO in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in this SOW after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to SFDO for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with this SOW and the applicable SFDO personnel), (ii) terminate this SOW immediately upon written notice and recover all Professional Services fees paid under this SOW for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in this SOW require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

NOTE: Acceptance of User Stories developed and demonstrated to Customer is an interactive process to which the foregoing does not apply. Rather, Customer must formally accept User Stories either through the tracking application (described in the Iterative Development Section above) or in writing (email acceptable). In the event Customer neither accepts User Stories subject to the foregoing, nor rejects User Stories in writing (email acceptable), then such User Stories will be deemed accepted at the earlier of 10 business days after demonstration of the User Story or 2 business days following the end of the Iteration in which the User Story was completed.

6.6. Termination

Customer may terminate this SOW at any time for convenience upon 10 days' written notice to SFDO. Either party may terminate this SOW for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.7. Customer Cooperation

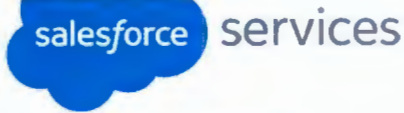
A. Cooperation. Customer will cooperate reasonably and in good faith with SFDO in its performance of Professional Services by, without limitation:

- (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDO to perform its obligations under each SOW;
- (ii) timely delivering any Customer collateral and other obligations required under each SOW;
- (iii) timely responding to SFDO's inquiries related to the Professional Services;
- (iv) assigning an internal project manager for each SOW to serve as a primary point of contact for SFDO;
- (v) actively participating in scheduled project meetings;
- (vi) providing, in a timely manner and at no charge to SFDO, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer and continuous administrative access to Customer's Online Service account and coordination of onsite, online and telephonic meetings all as reasonably required by SFDO; and
- (vii) completing, accurate and timely information, data and feedback all as reasonably required.

B. Delays. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

6.8. Payment Obligation

Is a Purchase Order (PO) required for the purchase or payment of the products on this SOW?



Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If Yes, please complete the following:

PO Number	<input type="text"/>
PO Amount	<input type="text"/>

6.9. General

This SOW will become automatically void unless executed by both parties on or prior to October 31, 2019. This SOW is subject to the terms and conditions of the Professional Services Agreement executed contemporaneously between Customer and SFDO ("Agreement"). This SOW may be signed in counterparts, each of which shall be deemed an original. The effective date of this SOW shall be the later date of execution by the two parties.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as identified below.

Customer	Oakland Unified School District
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SFDO	Salesforce.org
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Authorizing Signature	<i>Aimee Eng</i> Aimee Eng, President, Board of Education 11/14/19
Name	<i>Kyla Johnson Trammell</i>
Title	Kyla Johnson Trammell
Date	Secretary, Board of Education 11/14/19

Authorizing Signature	DocuSigned by: <i>Eric Thorne</i>
Name	60B887629EBA474... Eric Thorne
Title	Associate Manager - Sales Operations
Date	11/19/2019

6.10. Project Contacts

SFDO Project Manager

Name	Chelsea Hirshton
Address	50 Fremont Street, Suite 300 San Francisco, California 90415
Telephone	(510) 616-8145



Email	chirshton@salesforce.com
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Customer Contracts Administrator (Completed Contracts will be returned to this individual.)

Name	
Address	
Telephone	
Email	

Customer Accounts Payable Contact (Invoices will be sent to this individual.)

Name	Accounts Payable Supervisor Oakland Unified School District
Address	1000 Broadway, Suite 400 Oakland, CA 94607-4099
Telephone	
Email	

7.0 Appendix 3: Change Control Process

The following provides a summary of the process to follow if a change to this SOW is desired:

- A project change request (“**Change Request**”) will be the vehicle for communicating change. The Change Request must describe the change, the rationale for the change and the effect the change will have on the Professional Services.
- The designated Customer project manager or SFDO project manager will review the proposed change and determine whether to submit the request to the other party.
- Both the Customer and SFDO project managers will review the proposed change and either approve it for further investigation or reject it. The investigation will determine the technical merits and the effect on the charges, schedule, and other terms and conditions of the SOW that may result from the implementation of the Change Request. The parties will then decide either to accept or to reject the Change Request.
- A written Change Request Form (see the Change Request Form below) must be signed by both parties to authorize implementation of the Change Request.
- Once approved, a fully executed Change Order related to this SOW will be required in order to implement the requested change.



Appendix 3 (continued)

Change Request Form			
Project:		Project Manager:	
Phase:		Date Assigned:	
Issue #:		Assigned to:	
Title:		Date Due:	
Submitted Date:		Closed Date:	
Description Of Change			
Alternatives			
Impact Analysis			
Scope:			
Deliverables:			
Schedule:			
Budget:			
Resources:			
Risk:			
Priority:			
Dependencies			
Recommendation			
Related Documents			
Resolution			
SFDO Project Manager			
Approved			
Not Approved			
Project Manager Name:			
Signature		Date	
Customer Acceptor			
Approved			
Not Approved			
Customer Acceptor			
Signature		Date	
Assigned To Name:		Date	

DocuSign Envelope ID: 5FD38F65-5E87-47A7-A2F3-9F85B6D217AB



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EXHIBIT C

Professional Services Security Data Sheet

This Professional Services Security Data Sheet applies only to Professional Services relating to the services currently branded as Advertising Campaigns, Analytics Cloud, Buddy Media, Chatter, Communities, Database.com, ExactTarget, Financial Services Cloud, Force.com, Health Cloud Services, Heroku, Predictive Intelligence, Radian6, Sales Cloud, Service Cloud, Salesforce DMP, Salesforce Data Studio, Site.com, Social Studio, Social.com and SteelBrick and the Pro Bono Services described in the SOW attached to this Professional Services Agreement (“**Applicable Professional Services**”). In the course of providing the Applicable Professional Services to Customer, SFDO or those acting on its behalf may be provided access to certain electronic data and information constituting Confidential Information, including Customer Data, by Customer in order to perform a SOW. SFDC shall maintain administrative, technical, and physical safeguards for protection of the security, confidentiality, and integrity of such Confidential Information and Customer Data in providing the Applicable Professional Services as set forth below. Without limiting the foregoing, SFDC agrees to maintain the following controls with respect to such Confidential Information and Customer Data, as applicable, in providing the Applicable Professional Services. All capitalized terms not defined herein shall have the meaning set forth in the Professional Services Agreement to which this Exhibit is attached (“**Agreement**”). For clarity, the terms in this Exhibit applicable to SFDC apply equally to SFDO.

1. Definitions.

“**Content**” means information obtained by SFDC from publicly available sources or its third party content providers and made available to Customer through the Online Services or Beta Services, or pursuant to an Order Form for the purchase of Online Services, as more fully described in the Documentation, as defined in the Master Subscription Agreement for Online Services between the parties.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Online Services, excluding Content and Non-SFDC Applications.

“**Non-SFDC Application**” means a Web-based, mobile, offline or other software application functionality that is provided by Customer or a third party and interoperates with an Online Service, including, for example, an application that is developed by or for Customer, is listed on a marketplace, or is identified as Salesforce Labs or by a similar designation.

2. Workstation Configuration. All workstations (which, as used herein, shall refer to laptop and desktop computers) used to process Confidential Information and Customer Data by SFDC employees shall be protected with the following safeguards:

- (a) Workstations shall lock automatically after 15 minutes of inactivity.
- (b) Application and operating system patches and services packs shall be kept up-to-date, either automatically or via a centrally controlled process.
- (c) A real-time virus scanner shall be installed and running; signature files will be kept up-to-date; virus scanner will run a daily scan of workstation.
- (d) An anti-spyware solution shall be active; signature files shall be kept up-to-date; scans shall be run at least weekly.
- (e) Workstations shall have full disk encryption using the Advanced Encryption Standard (AES) with a minimum key length of 128 bits.
- (f) SFDC shall maintain policies that prohibit the use of personally-owned workstations for the processing of Confidential Information or Customer Data by SFDC employees.
- (g) SFDC users are required to maintain uniquely identifiable user IDs to ensure accountability for all activities, actions, and access to Customer Data.
- (h) SFDC corporate network password is set to minimum of 12 character alpha numeric password.
- (i) SFDC users are required to change their passwords at regular intervals, at least every 90 days, and may not use the three most recently used passwords.
- (j) SFDC provided workstations are documented and tracked in a formal asset management system.

3. Network configuration. SFDC’s internal network used to process Confidential Information and Customer Data shall be protected using the following safeguards:

- (a) Stateful firewalls shall be used to control access between the Internet and workstations used to process Customer Data.

- (b) SFDC Corporate wireless networks are, as of the Effective Date, configured to utilize WPA2, at a minimum, for wireless security and SFDC agrees that it shall maintain a materially equivalent or stronger configuration for wireless security during the term of the Agreement .
 - (c) Application and operating system patches and services packs shall be kept up-to-date on servers and network equipment, either automatically or via a centrally controlled process in accordance with a formal patching policy, and shall be hardened according to defined configuration standards that restrict unnecessary services and ports.
4. **Security Logs.** SFDC shall ensure that all SFDC systems, including firewalls, routers, network switches and operating systems, log information to their respective system log facility or a centralized syslog server (for network systems).
 5. **Incident Management.** SFDC shall maintain security incident management policies and procedures, including detailed security incident escalation procedures. SFDC will promptly notify Customer in the event SFDC becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data.
 6. **Data Transmission.** SFDC shall provide channels which provide encryption for transmissions of Customer Data to and from the Online Services.
 7. **Software Development**
 - (a) SFDC shall maintain a development life cycle program for software development whereby security is an integral component.
 - (b) SFDC shall perform application penetration tests against the Online Services at least annually.
 8. **SFDC Personnel**
 - (a) SFDC shall limit its use of the Customer Confidential Information or Customer Data it receives pursuant to this Agreement to that necessary to providing its services to Customer.

SFDC shall ensure that its personnel who have access to Confidential Information or Customer Data are informed of the confidential nature of the Confidential Information or Customer Data through appropriate training on their responsibilities with respect to access to such types of information.



AMENDMENT NO.1 TO MASTER SUBSCRIPTION AGREEMENT

This Amendment No.1 to Master Subscription Agreement ("Amendment") is made as of the date of last signature herein ("Amendment Effective Date") by and between Oakland Unified School District ("Customer"), and Salesforce.org ("SFDO"), with respect to that certain Master Subscription Agreement dated December 10, 2018 by and between Customer and SFDO (the "Agreement").

The parties hereby agree to amend the Agreement as of the Effective Date as follows:

1. The second sentence of the "Affiliates" definition is deleted.
2. The second sentence of the "SFDC Affiliates" definition is deleted.
3. Section 4.2 (Protection of Your Data) is modified as follows: The last two sentences of Section 4.2 are deleted and replaced with the following:

"Except with respect to usage during a free trial, to the extent that SFDO processes any Personal Data (as defined in the DPA) contained in Customer Data, on Customer's behalf, in the provision of the Services, the terms of the data processing addendum at <http://www.sfdcstatic.com/assets/pdf/misc/data-processing-addendum.pdf> ("DPA"), which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of this Agreement, and an applicable Affiliate's signing of an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices."

4. Family Education Rights and Privacy Act ("FERPA"). Salesforce.org acknowledges that Customer may be required to comply with FERPA with respect to its use of Services. To the extent that Customer Data includes any information that is subject to FERPA, (i) Customer agrees that it will invoke the "school official" exception as that term is used in FERPA at 34 C.F.R. § 99.31(a)(1)(i)(B), and (ii) Salesforce.org shall cause SFDC to (a) provide the Services in accordance with FERPA, when the Services are used by Customer according to this Agreement and the Documentation and applicable Order Form, and (b) use Customer Data only in a manner consistent with its rights and obligations under this Agreement, and not to disclose such Customer Data to any third party except for purposes consistent with the Agreement, or as authorized by the Agreement and/or described in the Documentation and/or the applicable Order Form.
5. **Compliance with California Privacy Law.** The Parties agree to these terms in compliance with Education Code section 49073.1 to the extent applicable to SFDO in its provision of the Services hereunder:
 - a. **Ownership and Control of Pupil Records.** As between the parties, Pupil Records shall continue to be the property of and under the control of the Customer. For purposes of this Agreement, "Pupil Records" means both any information directly related to a pupil that is maintained by the Customer and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employee, in each case that is submitted to the Services as Your Data or Customer Data. For purposes of this Agreement, "Pupil Records" does not mean deidentified information, including aggregated deidentified information,

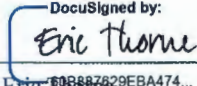


used by SFDO to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of SFDO's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications. For purposes of this Agreement, "deidentified information" means information that cannot be used to identify an individual pupil.

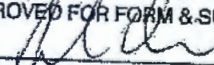
- b. **Ownership and Control of Pupil-Generated Content.** Customer shall establish reasonable procedures by which pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account, consistent with the functionality of the Services.
For purposes of this Agreement, "Pupil generated content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.
- c. **Use of Pupil Records.** SFDO shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.
- d. **Review of Pupil Records.** Customer shall establish reasonable procedures by which a parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the pupil's records and correct erroneous information.
- e. **Breach Notification Process.** SFDO shall promptly report to Customer any use or disclosure of Pupil Records not authorized by this Agreement of which it becomes aware. In the event of an unauthorized disclosure of a pupil's records, Customer will notify affected parents, legal guardians, or pupils who have reached the age of 18. Compliance with these requirements shall not, in itself, absolve SFDO of liability in the event of an unauthorized disclosure by SFDO of Pupil Records in breach of this Agreement.
- f. **Prohibition on Targeted Advertising.** SFDO shall not use PII in pupil records to engage in targeted advertising.
- g. **DPA Obligations:**
For the sake of clarity, Section 3 of the DPA, Rights of Data Subjects, sets forth SFDO's procedures for responding to requests of Data Subjects, as such term is defined in the DPA. Sections 4 and 6 of the DPA, Personnel and Security, respectively, set forth SFDO's obligations with respect to its personnel and the controls in place for the protection of Customer Data. Section 7 of the DPA, Customer Data Incident Management and Notification, set forth SFDO's obligations with respect to responding to a Customer Data Incident, as defined in the DPA. Section 8 of the DPA, Return and Deletion of Customer Data, sets forth SFDO's procedures for returning and deleting Customer Data.

6. **Effect of Amendment.** Subject to the modifications set forth in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Customer and SFDO have executed this Amendment as of the Amendment Effective Date.

Signed by each party's authorized representative:

Salesforce.org		Oakland Unified School District	
By: _____		By: _____	
Print Name: _____	Eric Thorne	Print Name: _____	Aimee Eng, President, Board of Education
Title: _____	Associate Manager - Sales Operations	Title: _____	
Date: 11/19/2019		Date: 11/14/19	Kyla Johnson Trammell, Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE
By:  11/8/19
Joshua R. Daniels, General Counsel

319-5/4580705.1

SALESFORCE.ORG IS AN AUTHORIZED RESELLER OF SALESFORCE.COM ("SFDC"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS ASSOCIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS ASSOCIATES. "WE", OR "OUR" REFERS TO SALESFORCE.ORG. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

DOWNLOAD THIS MASTER SUBSCRIPTION AGREEMENT

This Agreement was last updated on August 27, 2018. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS
2. SERVICES
3. USING THE SERVICES
4. OUR RESPONSIBILITIES
5. USE OF SERVICES AND CONTENT
6. NON-SFDC PROVIDERS
7. FEES AND PAYMENT
8. PROPRIETARY RIGHTS AND LICENSES
9. CONFIDENTIALITY
10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS
11. MUTUAL INDEMNIFICATION
12. LIMITATION OF LIABILITY
13. TERM AND TERMINATION
14. GOVERNING LAW, JURISDICTION AND NOTICES
15. GENERAL PROVISIONS

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with Us (Salesforce.org). For avoidance of doubt, We (Salesforce.org) and SFDC are not Affiliates.

"Agreement" means this Master Subscription Agreement.

"Associate," means any entity that is under common governance or Control with, or that governs or Controls or is governed or Controlled by You, and that meets the eligibility criteria stated in Section 3.1 of this Agreement.

"Beta Services" means services or functionality that may be made available to You from SFDC or from Us to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or its third party content providers and made available to You through the Services, Beta Services, or pursuant to an Order Form, as more fully described in the Documentation.

"Control" for purposes of the definitions of Affiliate and Associate, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Discounted Services" means the products and services that are ordered by You under an Order Form (in contrast to a free trial), and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation.

"Discounted Services" exclude Content and Non-SFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service. "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Eligibility Criteria" means the eligibility criteria set forth in Section 3.1 of this Agreement.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, ExactTarget's HubExchange located at <https://hubexchange.exacttarget.com/>, or the Heroku add-ons catalog located at <https://addons.heroku.com/>, and any successor websites.

"No Charge Services" means the ten (10) User subscriptions for certain Services offered in Our sole discretion to organizations that meet the Eligibility Criteria at no charge and ordered by You using Our standard processes. These are sometimes referred to as "P-10s."

"Non-SFDC Applications" means a Web-based, mobile, offline or other software application functionality that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You, is listed on a Marketplace, is identified as Salesforce Labs or by a similar designation, or is an open source software product including e.g. the technologies commonly referred to as Non Profit Starter Pack ("NPSP") and Higher Education Data Architecture ("HEDA") and that are subject to the terms stated during the installation process and/or located on the landing page during their use.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between You or any of Your Associates, and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Associate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"SFDC Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with SFDC. For the avoidance of doubt, Salesforce.org and SFDC are not SFDC Affiliates.

"Services" means the products and services that are ordered by You under an Order Form as Discounted Services, or pursuant to a free trial, or as No Charge Services and made available online by SFDC, including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

"Trial Services" means the products and services that are ordered by You pursuant to a free trial (subject to compliance with Section 2.2 of this Agreement) and made available online by SFDC.

"User" means (subject to compliance with Section 5.4(b) of this Agreement) an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, SFDC or We at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business such as students, teachers and volunteers.

"We", "Us", "Our"- refers to the Salesforce.org entity contracting with You pursuant to Section 14. GOVERNING LAW, JURISDICTION AND NOTICES of this Agreement

"You" or "Your" means the legal entity for which you are accepting this Agreement, and Associates of that entity which have signed Order Forms.

"Your Data" means electronic data and information submitted by or for You to the Services, excluding Content and Non-SFDC Applications.

2. SERVICES

This Agreement covers the Service types described below:

2.1. No Charge Services. Provided You are eligible (see Section 3.1, Customer Eligibility) in Our sole discretion, except where a different initial term is stated in the applicable Order Form, We shall cause SFDC to provide No Charge Services for an initial term of twelve (12) months. Following the initial term, No Charge Services shall be eligible for renewal on a yearly basis under the same terms and conditions, provided the program continues to exist. Notwithstanding the foregoing or anything to the contrary herein, We offer No Charge Services at Our sole discretion and may terminate such No Charge Services at any time upon written notice (typically 30 days where practicable to do so).

2.2 Free Trial. If You register on Our website for a free trial, We will cause SFDC to make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any No Charge Services, or Discounted Service subscriptions ordered by You for such Service(s), or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU EITHER RECEIVE THE SAME SERVICES AS NO CHARGE SERVICES (SUBJECT TO SECTION 2.1) OR PURCHASE A SUBSCRIPTION TO THE SAME DISCOUNTED SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 10 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the applicable Service's Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

2.3. Discounted Services. We shall make the Discounted Services available to You pursuant to this Agreement and the relevant Order Forms.

3. USING THE SERVICES

3.1. Eligibility. You may only use the Services if you are eligible. To be eligible for Trial Services, No Charge Services or Discounted Services You must be one of the following:

(a) A nonprofit organization that is currently tax-exempt with verified charitable status as determined by the applicable regulatory bodies in the country in which the organization is registered as a charity. For example, with respect to United States organizations, tax exempt status under Section 501(c)(3) of the Internal Revenue Code;

(b) An organization that is using as its fiscal sponsor, a tax-exempt charity as defined in section A of this Exhibit A, and where that fiscal sponsor has extended its tax exempt status to the sponsored organization (and only for so long as such fiscal sponsorship is in effect);

(c) An organization (either for-profit or not-for profit) that meets comprehensive and transparent standards for social responsibility, subject to express written approval of Salesforce.org; for United States organizations, this means organizations with tax exempt status under 501(c) 4 of the Internal Revenue Code;

or

(d) A not-for-profit or a for-profit public or private institution whose primary purpose is educational, but specifically excluding for-profit universities and/or colleges.

The foregoing are by way of example only. In all cases, Salesforce.org must first provide written approval of Customer's eligibility. Further, Customer must provide documentation to validate its status upon request from Us. We reserve the right in Our sole discretion to change an Order Form, or to deny a request for No Charge Services or Services, or to refer the Customer's request for Services to SFDC.

For clarity, the following; entities are not eligible to purchase under this Agreement:

An economic development organization, such as a chamber of commerce, business improvement district, local and regional economic development organization;

A non-profit organization funded by local, state, provincial or federal government, where such non-profit organization either functions without an independent board of directors or is managed by a government agency;

A hospital, healthcare facility, academic medical center or clinic, except for their associated educational fund raising or foundation activities;

A health insurance organization or health insurance provider; or

A group or individual health practice.

4. OUR RESPONSIBILITIES

4.1. Provision of Services. We shall cause SFDC to (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SFDC standard support for the Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SFDC shall give advance electronic notice as provided in the Documentation), or (ii) any unavailability caused by circumstances beyond SFDC's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SFDC employees), Internet service provider failure or delay, Non-SFDC Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SFDC's provision of its Services to its customers generally (i.e., without regard for Your particular use of the Services), and subject to Your use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

4.2. Protection of Your Data. We shall cause SFDC to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data, as described in the Documentation. Those safeguards shall include, but shall not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Us or Our subcontractors or SFDC personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below, or (c) as expressly permitted in writing by You. Salesforce.org will also maintain appropriate safeguards for Customer Data that Salesforce.org processes. Salesforce.org will give advance notification to Customer in the event that Salesforce.org transmits Customer Data outside of SFDC's system, and where in the event of such transmission, SFDC is not responsible for the privacy, security or integrity of such transmitted Customer Data. Where Your use of the Services includes the processing of personal data (as described in the Data Processing Addendum (defined below) within the European Economic Area (EEA), except in respect of any usage during a free trial, the terms of the data processing addendum at http://info.salesforcefoundation.org/l/30282/2015-10-16/5r2jil/30282/130279/SFDO_Reseller_Data_Processing_Addendum__Standard_Contractual_Clauses_.pdf ("Data Processing Addendum") are hereby incorporated by reference and shall apply to the extent Your Data includes Personal Data, as defined in the Data Processing Addendum. For the purposes of the Standard Contractual Clauses, You are the data exporter, and Your acceptance of this Agreement shall be treated as Your execution of the Standard Contractual Clauses and any associated appendix.

4.3. Personnel. We shall cause SFDC to be responsible for the performance of SFDC's personnel (including its employees and subcontractors) and their compliance with the applicable obligations under this Agreement, except as otherwise specified in this Agreement. We shall be responsible for the performance of Our personnel and their compliance with this Agreement.

4.4. Beta Services. From time to time, SFDC or We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, SFDC reservation of rights and Your obligations concerning the Services, and use of any related Non-SFDC Applications and Content, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. SFDC or as applicable, We may discontinue Beta Services at any time in SFDC's or as applicable, Our sole discretion and may never make them generally available. Neither SFDC nor We will have any liability for any harm or damage arising out of or in connection with a Beta Service.

5. USE OF SERVICES AND CONTENT

5.1. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

5.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's login and password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If You are unable or unwilling to abide by a contractual usage limit, You shall execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 7.2, "Invoicing and Payment".

5.3. Your Responsibilities. You shall (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Salesforce.org promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, (e) comply with terms of service of any Non-SFDC Applications with which You use Services or Content, and (f) satisfy the eligibility criteria set forth in Section 3.1 throughout the term of the Agreement. You shall promptly notify Us if at any time You fail to satisfy any such criteria.

5.4. Usage Restrictions. You shall not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of the Services in a manner that violates [SFDC's Acceptable Use and External Facing Service Policy](#), or to access or use any of SFDC's or Salesforce.org's

intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a non-SFDC product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Customer's or a User's intentional violation of the foregoing, or any use of the Services in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in Salesforce.org's or as applicable, SFDC's, judgment imminently threatens the security, integrity or availability of SFDC's services, may result in Salesforce.org's or as applicable, SFDC's, immediate suspension of the Services. Salesforce.org will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension.

5.5. Removal of Content and Non-SFDC Applications. If SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may, or Salesforce.org may ask SFDC to, discontinue Customer's access to such Content through the Services, and/or may so notify Customer, and in such event Customer promptly remove such Content from its systems. If SFDC or Salesforce.org receives information that a Non-SFDC Application hosted on a Service by Customer may violate [SFDC's Acceptable Use and External-Facing Services Policy](#) or applicable law or third-party rights, SFDC may, or Salesforce.org may ask SFDC to, so notify Customer and in such event Customer will promptly disable such Non-SFDC Application or modify the Non-SFDC Application to resolve the potential violation. If Customer does not take required action in accordance with the above, SFDC may, or Salesforce.org may cause SFDC to, disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved.

6. NON-SFDC PROVIDERS

6.1. Acquisition of Non-SFDC Products and Services. We, SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any non-SFDC provider, product or service is solely between You and the applicable non-SFDC provider. We and SFDC do not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form.

6.2. Non-SFDC Applications and Your Data. If You choose to use a Non-SFDC Application for use with a Service, You grant Us permission, and grant SFDC permission to allow that Non-SFDC Application and its provider to access Your Data as required for the interoperation of that Non-SFDC Application with the Service. Neither We nor Our Affiliates, nor SFDC nor SFDC Affiliates shall be responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-SFDC Application or its provider.

6.3. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. To use such features, You may be required to obtain access to such Non-SFDC Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-SFDC Applications. Neither We nor SFDC can guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

7. FEES AND PAYMENT

7.1. Fees. You shall pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, except as set forth in Section 13.4 below ("Refund or Payment upon Termination") and (iii) quantities purchased cannot be decreased during the relevant subscription term.

7.2. Invoicing and Payment. Fees shall be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

7.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

7.4. Suspension of Service. If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend or request that SFDC suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, We have given You at least 10 days prior notice that Your account is overdue in accordance with the "Notices" section below.

7.5. Payment Disputes. We shall not exercise Our rights under Section 7.3 (Overdue Charges) or 7.4 (Suspension of Service) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

7.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 7.6, We shall invoice You and You shall pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

7.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us or SFDC regarding future functionality or features.

8. PROPRIETARY RIGHTS AND LICENSES

8.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We, SFDC, its licensors, and Content providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

8.2. Access and Use of Content. You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

8.3. License by You to Host Your Data and Applications. You grant Us, Our Affiliates, SFDC, SFDC Affiliates and all of their applicable subcontractors a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-SFDC Applications and program code created by or for You using a Service, or for use by You with the Services, as necessary for Us to cause SFDC, and for SFDC to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, neither We nor SFDC acquire any right, title or interest from You or Your licensors under this Agreement in or to Your Data, Non-SFDC Application or such program code.

8.4. License by You to Use Feedback. You grant to Us, Our Affiliates, SFDC and SFDC Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into their Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of such services.

8.5. Federal Government End Use Provisions. We shall require SFDC to provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9. CONFIDENTIALITY

9.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those employees or subcontractors of, as the case may be, Us, Our Affiliates, You or Your Associates who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of

Confidential Information than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliate or Associate, as the case may be, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate or Associate, legal counsel or accountants shall remain responsible for such Affiliate's, Associate's legal counsel's or accountant's compliance with this "Confidentiality" section.

9.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

10.1. Representations. Each party hereto represents that it has validly entered into this Agreement and has the legal power to do so.

10.2. Our Warranties. We warrant that during an applicable subscription term, (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will cause SFDC not to materially decrease the overall security of the Services, (c) the Services shall perform materially in accordance with the applicable Documentation, (d) subject to Section 6.3 (Integration with Non-SFDC Applications), We will cause SFDC not to materially decrease the functionality of the Services For any breach of a warranty above, Your exclusive remedies are those described in Sections 13.3 (Termination) and 13.4 (Refund or Payment upon Termination). For avoidance of doubt, this Section 10.2 does not apply to Trial Services.

10.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

11. MUTUAL INDEMNIFICATION

11.1. Indemnification by Us. We shall cause SFDC to defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement, approved by SFDC in writing of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) give Us, or as applicable, SFDC, sole control of the defense and settlement of the Claim Against You (provided that We or as applicable, SFDC, may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) provides to Us or as applicable, SFDC, all reasonable assistance, at Our or as applicable, SFDC's, expense. If We or as applicable, SFDC, receives information about an infringement or misappropriation claim related to a Service, SFDC may or We may request that SFDC in its discretion and at no cost to You (x) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under Section 10.2 (Our Warranties), (y) obtain a license for Your continued use of that Service in accordance with this Agreement, or, (z) alternatively We may in Our discretion terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-SFDC Application or Your breach of this Agreement, the Documentation, or applicable Order Forms.

11.2. Indemnification by You. You shall defend Us and/or SFDC against any claim, demand, suit or proceeding made or brought against Us or SFDC by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights or arising from Your use of the Services or Content in breach of this Agreement, the Documentation, an applicable Order Form, or applicable law (each a "Claim Against Salesforce"), and will indemnify Salesforce.org or as applicable SFDC from any damages, attorney fees and costs finally awarded against Us or SFDC as a result of, or for any amounts paid by Us or SFDC under a settlement approved by You in writing of, a Claim Against Salesforce, provided We or SFDC (a) promptly give You written notice of the Claim Against Salesforce, (b) give You sole control of the defense and settlement of the Claim Against Salesforce (except that You may not settle any Claim Against Salesforce unless it unconditionally releases Us and/or SFDC of all liability), and (c) give You all reasonable assistance, at Your expense.

11.3. Exclusive Remedy. This Section 11, "Mutual Indemnification" states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES OR AS APPLICABLE ASSOCIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR ASSOCIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR ASSOCIATES' PAYMENT OBLIGATIONS UNDER SECTION 7 (FEES AND PAYMENT). IN NO EVENT SHALL SFDC HAVE ANY LIABILITY WHATSOEVER TO YOU UNDER THIS AGREEMENT.

12.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ASSOCIATES AS APPLICABLE HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES OR ASSOCIATES AS APPLICABLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES OR ASSOCIATES, AS APPLICABLE, REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. TERM AND TERMINATION

13.1. Term of Agreement. This Agreement commences on the date You first accept this Agreement and continues until all subscriptions hereunder have expired or have been terminated. If You have registered for Trial Services and do not sign up for No Charge Services or purchase Discounted Services, this Agreement will terminate upon the expiration of the Trial Services.

13.2. Term of Subscriptions for Discounted Services. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless (a) either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term, or (b) Our right to resell the Services has been terminated or expired, in which case any existing subscriptions shall continue in effect until the end of their then-existing term and SFDC may contact You to discuss renewal directly with SFDC. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term unless We provide You notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

13.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 13.3 (Termination), We shall refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 13.3, You shall pay any unpaid fees covering the remainder of the term of all Order Forms. In no event shall termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We shall cause SFDC to make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, neither We nor SFDC shall have any obligation to maintain or provide Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our/their systems or otherwise in Our/their possession or control unless legally prohibited.

13.6. Surviving Provisions. The Sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Data Portability and Deletion," "Removal of Content and Non-SFDC Applications", "Surviving Provisions", "Governing Law and Jurisdiction and Notices," and "General Provisions" shall survive any termination or expiration if this Agreement.

14. GOVERNING LAW, JURISDICTION AND NOTICES

14.1. General. What law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Salesforce.org	California and controlling United States federal law	San Francisco, California, U.S.A.
Canada	Salesforce.org	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
A Country in Europe, the Middle East or Africa	Salesforce.org EMEA Ltd.	England	England

14.2. Notices. Except as otherwise specified in this Agreement, all notices, related to this Agreement shall be in writing and shall be effective upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of termination or an indemnifiable claim ("Legal Notices"), the first business day after sending by email. Notices to Us shall be addressed to the attention of the General Counsel, Salesforce.org, 50 Fremont Street, Suite 300, San Francisco, California 90415; SFDOLegal@salesforce.com, or as updated by Us via written notice to You. Billing-related notices to You shall be addressed to the relevant billing contact designated by You, and Legal Notices to You shall be addressed to You and be clearly identifiable as Legal Notices. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

14.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

15. GENERAL PROVISIONS

15.1. Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. We represent that neither We nor SFDC is named on any U.S. government denied-party list, and You represent that You are not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

15.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

15.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in Your vendor registration form or registration portal, or Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) this Agreement, and (4) the Documentation.

15.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or Associate, as the case may be, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (provided that such Associate or other permitted successor continues to meet the Eligibility Criteria set forth in Section 3.1 of this Agreement).

Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, or, in the case of You, a direct competitor of SFDC, such other party may terminate this Agreement upon written notice. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.6. Third-Party Beneficiaries. SFDC shall be a third-party beneficiary of Our rights and Your obligations hereunder. There are no other third-party beneficiaries under this Agreement.

15.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is to be asserted. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

15.9 No Agency. For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for SFDC. Subject to any permitted Assignment under Section 15.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.



DATA PROCESSING ADDENDUM
(GDPR, Salesforce Processor Binding Corporate Rules, Privacy Shield, and Standard Contractual Clauses)
(Revision November 2018)

This Data Processing Addendum, including its Schedules and Appendices, (“DPA”) forms part of the Master Subscription Agreement or other written or electronic agreement between SFDC and Customer for the purchase of online services (including associated SFDC offline or mobile components) from SFDC, which includes the services listed on Appendix 3 to the Standard Contractual Clauses on page 22 of this DPA (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent SFDC processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, SFDC may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Schedules 1, 2, 3, 4, and 5 (including Appendices I to 3).
2. This DPA has been pre-signed on behalf of SFDC. The Standard Contractual Clauses in Schedule 5 have been pre-signed by salesforce.com, inc. as the data importer.
3. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 6.
 - b. Complete the information as the data exporter on Page 14.
 - c. Complete the information in the signature box and sign on Pages 18, 20 and 21.
4. Send the completed and signed DPA to SFDC by email, indicating, if applicable, the Customer’s Account Number (as set out on the applicable SFDC Order Form or invoice), to dataprocessingaddendum@salesforce.com.

Upon receipt of the validly completed DPA by SFDC at this email address, this DPA will become legally binding.

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the Salesforce entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with SFDC or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Salesforce entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor a Master Subscription Agreement directly with SFDC, but is instead a customer indirectly via an authorized reseller of Salesforce services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized Affiliate” means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and SFDC, but has not signed its own Order Form with SFDC and is not a "Customer" as defined under the Agreement.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Customer” means the entity that executed the Agreement together with its Affiliates which have signed Order Forms.

“Customer Data” means what is defined in the Agreement as “Customer Data” or “Your Data”, provided that such data is electronic data and information submitted by or for Customer to the Services. This DPA does not apply to Content or Non-SFDC Applications as defined in the Agreement or, if not defined in the Agreement, as defined in the Master Subscription Agreement at <https://www.salesforce.com/company/legal/agreements/>.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Salesforce Processor BCR” means Salesforce’s processor binding corporate rules for the Processing of Personal Data, the most current version of which is available on SFDC’s website, currently located at <https://www.salesforce.com/company/privacy>, which govern transfers of Personal Data to third countries to and between members of the SFDC Group, and to third-party Sub-processors. The scope of application of the Salesforce Processor BCR is set out in Section 11 of this DPA and Section 1 of Schedule 1.

“Security, Privacy and Architecture Documentation” means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via SFDC’s [Trust and Compliance webpage](#) (also accessible via <http://www.salesforce.com/company/legal/agreements.jsp> under the “Trust and Compliance Documentation” link), or as otherwise made reasonably available by SFDC.

“SFDC” means the SFDC entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being salesforce.com, inc., a company incorporated in Delaware, salesforce.com EMEA Limited, a company registered in England and Wales, Kabushiki Kaisha Salesforce.com, a company incorporated in Japan, Salesforce.com Singapore Pte Ltd, a company incorporated in Singapore, Salesforce.com Canada Corporation, a company incorporated in Canada, SFDC Australia Pty Ltd, a company incorporated in New South Wales, Datorama Inc., a company incorporated in Delaware, Demandware, LLC, a company registered in Delaware, Krux Digital LLC, a company registered in Delaware, CloudCraze Software LLC, a company registered in Delaware, MuleSoft, LLC, a company registered in Delaware, or Heroku, Inc., a company incorporated in Delaware, as applicable.

“SFDC Group” means SFDC and its Affiliates engaged in the Processing of Personal Data.

“Standard Contractual Clauses” means the agreement executed by and between Customer and salesforce.com, inc. and

attached hereto as Schedule 5 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor engaged by SFDC or a member of the SFDC Group.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, SFDC is the Processor and that SFDC or members of the SFDC Group will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.
- 2.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 SFDC's Processing of Personal Data.** SFDC shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by SFDC is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 4 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Request. SFDC shall, to the extent legally permitted, promptly notify Customer if SFDC receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, SFDC shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, SFDC shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent SFDC is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from SFDC's provision of such assistance.

4. SFDC PERSONNEL

- 4.1 Confidentiality.** SFDC shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. SFDC shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 Reliability.** SFDC shall take commercially reasonable steps to ensure the reliability of any SFDC personnel engaged in the Processing of Personal Data.
- 4.3 Limitation of Access.** SFDC shall ensure that SFDC's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.
- 4.4 Data Protection Officer.** Members of the SFDC Group have appointed a data protection officer. The appointed person may be reached at privacy@salesforce.com.

5. SUB-PROCESSORS

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) SFDC's Affiliates may be retained as Sub-processors; and (b) SFDC and SFDC's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. SFDC or a SFDC Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 5.2 List of Current Sub-processors and Notification of New Sub-processors.** SFDC shall make available to Customer the current list of Sub-processors for the Services identified in Appendix 3 of the Standard Contractual Clauses attached hereto. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location ("**Infrastructure and Sub-processor Documentation**"). Customer may find on SFDC's [Trust and Compliance webpage](#) (also accessible via <http://www.salesforce.com/company/legal/agreements.jsp> under the "Trust and Compliance Documentation" link) the Infrastructure and Sub-processor Documentation as well as a mechanism to subscribe to notifications of new Sub-processors for each applicable Service, to which Customer shall subscribe, and if Customer subscribes, SFDC shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.
- 5.3 Objection Right for New Sub-processors.** Customer may object to SFDC's use of a new Sub-processor by notifying SFDC promptly in writing within ten (10) business days after receipt of SFDC's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, SFDC will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If SFDC is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by SFDC without the use of the objected-to new Sub-processor by providing written notice to SFDC. SFDC will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** SFDC shall be liable for the acts and omissions of its Sub-processors to the same extent SFDC would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

- 6.1 Controls for the Protection of Customer Data.** SFDC shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security, Privacy and Architecture Documentation. SFDC regularly monitors compliance with these measures. SFDC will not materially decrease the overall security of the Services during a subscription term.
- 6.2 Third-Party Certifications and Audits.** SFDC has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, SFDC shall make available to Customer that is not a competitor of SFDC (or Customer's independent, third-party auditor that is not a competitor of SFDC) a copy of SFDC's then most recent third-party audits or certifications, as applicable.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

SFDC maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by SFDC or its Sub-processors of which SFDC becomes aware (a "**Customer Data Incident**"). SFDC shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as SFDC deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within SFDC's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. RETURN AND DELETION OF CUSTOMER DATA

SFDC shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

9. AUTHORIZED AFFILIATES

- 9.1 Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between SFDC and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2 Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with SFDC under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3 Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with SFDC, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1** Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against SFDC directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).
- 9.3.2** The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on SFDC and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and SFDC, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, SFDC's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. EUROPEAN SPECIFIC PROVISIONS

- 11.1 GDPR.** SFDC will Process Personal Data in accordance with the GDPR requirements directly applicable to SFDC's provision of its Services.
- 11.2 Data Protection Impact Assessment.** Upon Customer's request, SFDC shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to SFDC. SFDC shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 11.2 of this DPA, to the extent required under the GDPR.
- 11.3 Transfer mechanisms for data transfers.** Subject to the additional terms in Schedule I, Salesforce makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out in Section 11.4, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data

Protection Laws and Regulations:

- 1. The Salesforce Processor Binding Corporate Rules apply to the Services listed in Schedule 2 to this DPA (the "BCR Services"), subject to the additional terms in Section 1 of Schedule 1;
- 2. SFDC's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications apply to the Services listed in Schedule 3 to this DPA (the "EU-US and Swiss-US Privacy Shield Services"), subject to the additional terms in Section 2 of Schedule 1;
- 3. The Standard Contractual Clauses set forth in Schedule 5 to this DPA apply to the Services listed in Appendix 3 to the Standard Contractual Clauses (the "SCC Services"), subject to the additional terms in Section 3 of Schedule 1.

11.4 Order of precedence. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) the Salesforce Processor BCR, (2) SFDC's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications and, (3) the Standard Contractual Clauses.

11.5 SalesforceIQ CRM. Sections 3, 11.1 and 11.2 of this DPA do not apply to the Services currently branded as SalesforceIQ or SIQ CRM. For the sake of clarification, nothing in this Section 11.5 abrogates SFDC's obligations regarding the Services currently branded as Salesforce Inbox.

12. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specifies which SFDC entity is party to this DPA. Where the Standard Contractual Clauses are applicable, salesforce.com, inc. is the signatory to the Standard Contractual Clauses. Where the SFDC entity that is a party to this DPA is not salesforce.com, inc., that SFDC entity is carrying out the obligations of the data importer on behalf of salesforce.com, inc. Notwithstanding the signatures below of any other Salesforce entity, such other Salesforce entities are not a party to this DPA or the Standard Contractual Clauses.

13. LEGAL EFFECT

This DPA shall only become legally binding between Customer and SFDC (and salesforce.com, inc., if different) when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Schedules

- Schedule 1: Transfer Mechanisms for European Data Transfers
- Schedule 2: BCR Services
- Schedule 3: EU-US and Swiss-US Privacy Shield Services
- Schedule 4: Details of the Processing
- Schedule 5: Standard Contractual Clauses

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER

Signature: *Aimee Eng*
 Signature: Aimee Eng, President, Board of Education 11/14/19
 Customer Legal Name: Oakland Unified School District
 Print Name: *Kyla Johnson Trammell*
 Print Name: Kyla Johnson Trammell, Secretary, Board of Education
 Title: _____
 Date: _____

SALESFORCE.COM, INC.

DocuSigned by:
 Signature: *Amy Weaver*
 Print Name: Amy weaver
 Title: President, General Counsel
 Date: November 26, 2018 | 10:14:09 GMT

SALESFORCE.COM EMEA LIMITED

DocuSigned by:
Signature: Jose Luiz Moura Neto
BEABFBB710C341F...
Print Name: Jose LUIZ Moura Neto
Title: SVP, Finance, International
Date: November 19, 2018 | 09:30:32 GMT

SALESFORCE.COM SINGAPORE PTE LTD

DocuSigned by:
Signature: Jose Luiz Moura Neto
BEABFBB710C341F...
Print Name: Jose LUIZ Moura Neto
Title: SVP, Finance, International
Date: November 19, 2018 | 09:30:32 GMT

KABUSHIKI KAISHA SALESFORCE.COM

DocuSigned by:
Signature: Shinichi Koide
E69357C52F97482...
Print Name: Shinichi Koide
Title: Chairman & CEO
Date: 2018年11月20日 | 15:21:50 PST

SALESFORCE.COM CANADA CORPORATION

DocuSigned by:
Signature: Amy Weaver
07AEABFE9815459...
Print Name: Amy Weaver
Title: President, General Counsel
Date: November 17, 2018 | 15:56:00 GMT

SFDC AUSTRALIA PTY LTD

DocuSigned by:
Signature: Jose Luiz Moura Neto
BEABFBB710C341F...
Print Name: Jose Luiz Moura Neto
Title: SVP, Finance, International
Date: November 19, 2018 | 09:30:32 GMT

DEMANDWARE LLC

DocuSigned by:
Signature: Amy Weaver
07AEABFE9815459...
Print Name: Amy Weaver
Title: President, General Counsel
Date: November 17, 2018 | 15:56:00 GMT

HEROKU, INC.

DocuSigned by:
Signature: Amy Weaver
07AEABFE9815459...
Print Name: Amy Weaver
Title: President, General Counsel
Date: November 17, 2018 | 15:56:00 GMT

KRUX DIGITAL LLC

DocuSigned by:
Signature: Joachim Wettermark
E39591F364684FE...
Print Name: Joachim Wettermark
Title: SVP / Treasurer
Date: November 18, 2018 | 00:38:26 GMT

CLOUDCRAZE SOFTWARE LLC

DocuSigned by:
Signature: Sarah Dods
480909F662794E0...
Print Name: Sarah Dods
Title: President & Secretary
Date: November 16, 2018 | 10:07:02 PST

MULESOFT LLC.

DocuSigned by:
Signature: Sarah Dods
480909F662794E0...
Print Name: Sarah Dods
Title: President & Secretary
Date: November 16, 2018 | 10:07:02 PST

DATORAMA, INC.

DocuSigned by:
Signature: Jenna Hillard
80698F45B3E649B...
Print Name: Jenna Hillard
Title: SR Manager, Order Management
Date: November 16, 2018 | 09:41:41 PST

SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

1. ADDITIONAL TERMS FOR BCR SERVICES

- 1.1. Customers covered by the Salesforce Processor BCR.** The Salesforce Processor BCR and the additional terms in this Section 1.1 of this Schedule 1 shall apply to the Processing of Personal Data of a Customer established in (i) European Economic Area member states whose processing activities for the relevant data are governed by the GDPR and/or implementing national legislation; or (ii) non-European Economic Area member states for which Customer has contractually specified that the GDPR and implementing national legislation shall apply. For the avoidance of doubt, the Salesforce Processor BCR shall not apply to the Processing of Personal Data by third-party hosting providers as disclosed in the applicable Services' Infrastructure and Sub-processor Documentation.
- 1.2. Audits and Certifications for the BCR Services.** Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, SFDC shall make available to Customer that is not a competitor of SFDC (or Customer's independent, third-party auditor that is not a competitor of SFDC) information regarding SFDC's compliance with the obligations set forth in this DPA in the form of the SFDC's ISO 27001 certification and/or SOC 1, SOC 2, or SOC 3 reports for the BCR Services, as described in the relevant Security, Privacy and Architecture Documentation. Customer may contact SFDC in accordance with the "Notices" Section of the Agreement to request an on-site audit of the architecture, systems and procedures relevant to the protection of Personal Data at locations where Personal Data is stored. Customer shall reimburse the SFDC Group for any time expended by the SFDC Group or its third-party Sub-processors for any such on-site audit at the SFDC Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and SFDC shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the SFDC Group, or its third-party Sub-processors. Customer shall promptly notify SFDC with information regarding any non-compliance discovered during the course of an audit.
- 1.3. Reference to the Salesforce Processor BCR.** All provisions contained in the Salesforce Processor BCR, the most current version of which is available on SFDC's website, currently located at <http://trust.salesforce.com>, are incorporated by reference and are an integral part of this DPA.
- 1.4. Liability.** In accordance with the Agreement, Customer shall have the right to enforce the Salesforce Processor BCR against the SFDC Group, including judicial remedies and the right to receive compensation.
- 1.5. Conflict.** In the event of any conflict or inconsistency between this DPA and the Salesforce Processor BCR, the Salesforce Processor BCR shall prevail.

2. ADDITIONAL TERMS FOR EU-U.S. AND SWISS-U.S. PRIVACY SHIELD SERVICES

Salesforce.com, inc. and its U.S. Affiliates self-certify to and comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and SFDC shall ensure that such entities maintain their self-certifications to and compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.

3. ADDITIONAL TERMS FOR SCC SERVICES

- 3.1. Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Section 3 of this Schedule 1 apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the SCC Services. For the purpose of the Standard Contractual Clauses and this Section 3, the aforementioned entities shall be deemed "data exporters".
- 3.2. Instructions.** This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to SFDC for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the SCC Services and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

- 3.3. Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) SFDC's Affiliates may be retained as Sub-processors; and (b) SFDC and SFDC's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SCC Services. SFDC shall make available to Customer the current list of Sub-processors in accordance with Section 5.2 of this DPA
- 3.4. Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that SFDC may engage new Sub-processors as described in Sections 5.2 and 5.3 of the DPA.
- 3.5. Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by SFDC to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by SFDC beforehand; and, that such copies will be provided by SFDC, in a manner to be determined in its discretion, only upon request by Customer.
- 3.6. Audits and Certifications.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:
- Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, SFDC shall make available to Customer that is not a competitor of SFDC (or Customer's independent, third-party auditor that is not a competitor of SFDC) information regarding the SFDC Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation to the extent SFDC makes them generally available to its customers. Customer may contact SFDC in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse SFDC for any time expended for any such on-site audit at the SFDC Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and SFDC shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by SFDC. Customer shall promptly notify SFDC with information regarding any non-compliance discovered during the course of an audit.
- 3.7. Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by SFDC to Customer only upon Customer's request.
- 3.8. Conflict.** In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Schedule 5, the Standard Contractual Clauses shall prevail.

SCHEDULE 2 - BCR SERVICES

- Sales Cloud
- Service Cloud
- Chatter
- Community Cloud (formerly branded as Communities)
- Force.com
- Financial Service Cloud
- Health Cloud
- Einstein Analytics

SCHEDULE 3 - EU-U.S. AND SWISS-U.S. PRIVACY SHIELD SERVICES

- Salesforce Services (services branded as Force.com, Site.com, Database.com, Sales Cloud, Service Cloud, Community Cloud and Chatter)
- Advertising Studio (formerly branded as Social.com and Active Audiences)
- Commerce Cloud
- Einstein Analytics (formerly branded as Analytics Cloud and Wave)
- Einstein Discovery (formerly branded as BeyondCore)
- ExactTarget
- Financial Services Cloud
- Health Cloud
- Heroku
- Pardot
- Predictive Intelligence
- Quip
- Social Studio
- Work.com
- Salesforce DMP (formerly branded as Krux) and Salesforce Data Studio
- Salesforce Quote-to-Cash

SCHEDULE 4 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

SFDC will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 8 of the DPA, SFDC will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data

SCHEDULE 5 - STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation:

Address:

Tel.: ; fax: ; e-mail:

Other information needed to identify the organisation:

.....
(the data exporter)

And

Name of the data importing organisation: salesforce.com, inc.

Address: Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA

Tel.: + 1 415 901 7000; fax: + 1 415 901 7400; e-mail: privacy@salesforce.com

Other information needed to identify the organisation: Not applicable

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in

the Member State in which the data exporter is established;

- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a

summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data

importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

- 2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

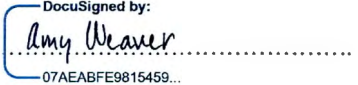
Obligation after the termination of personal data processing services

- 1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): Oakland Unified School District *Aimee Eng*
 Position: Aimee Eng, President, Board of Education 11/14/19
 Address: 1000 Broadway, Oakland, CA *Kyla Johnson* Kyla Johnson Trammell, Secretary, Board of Education 11/14/19
 Other information necessary in order for the contract to be binding (if any):
 Signature.....
 (stamp of organisation)

On behalf of the data importer:

Name (written out in full): Amy weaver
 Position: President, General Counsel
 Address: Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, USA
 Other information necessary in order for the contract to be binding (if any):
 Signature... .....
 (stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased SCC Services on the basis of one or more Order Form(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Salesforce.com, inc. is a provider of enterprise cloud computing solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the SCC Services

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the SCC Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the SCC Services pursuant to the Agreement.

DATA EXPORTER

Oakland Unified School District

Name:.....

Aimee Eng

Aimee Eng, President, Board of Education 11/14/19

Authorised Signature

Kyla Johnson

Kyla Johnson Tramell, Secretary, Board of Education 11/14/19

DATA IMPORTER

Amy weaver

Name:.....

Authorised Signature

DocuSigned by:
Amy Weaver
07AEABFE9815459...

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the SCC Services, as described in the Security, Privacy and Architecture Documentation applicable to the specific SCC Services purchased by data exporter, and accessible via <http://help.salesforce.com> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the SCC Services during a subscription term.

DATA EXPORTER

Name:.....

Authorised Signature

Oakland Unified School District

Aimee Eng

Aimee Eng, President, Board of Education 11/14/19

Kyla Johnson Trammell

Kyla Johnson Trammell, Secretary, Board of Education 11/14/19

DATA IMPORTER

Name: Amy weaver.....

Authorised Signature

DocuSigned by:
Amy Weaver
07AEABFE9815459...

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

- Salesforce Services (services branded as Force.com, Site.com, Database.com, Sales Cloud, Service Cloud, Community Cloud and Chatter) as well as Financial Services Cloud, Health Cloud, Salesforce Quote-to-Cash, Work.com and all Einstein-branded features of the foregoing services.
- Advertising Studio (formerly branded as Social.com and Active Audiences)
- B2B Commerce (formerly branded as CloudCraze)
- Commerce Cloud (formerly branded as Demandware)
- Data.com
- Datorama
- Desk.com
- Einstein Analytics (formerly branded as Analytics Cloud or Wave Analytics)
- Einstein Discovery (formerly branded as BeyondCore)
- Einstein Vision and Language
- ExactTarget
- Heroku
- Interaction Studio
- IoT Cloud
- LiveMessage
- MuleSoft
- Pardot
- Predictive Intelligence
- Quip
- SalesforceIQ CRM
- Salesforce DMP (formerly branded as Krux) and Salesforce Data Studio
- Salesforce Inbox (including services branded as Salesforce Inbox)
- Social Studio