PURCHASE AGREEMENT

35380

THIS AGREEMENT is made and entered, in duplicate, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 1, 2019, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and CARAHSOFT TECHNOLOGY CORP., a Maryland corporation ("Seller"), whose address is 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190.

WHEREAS, City seeks to purchase software licenses; and

WHEREAS, Seller has agreed to sell City the software licenses;

NOW, THEREFORE, in consideration of the mutual terms and conditions stated herein, the parties agree as follows:

1.   Equipment.

A.   The software licenses (referred to as "Equipment") which is the subject matter of this Agreement is identified and described in Exhibit "A" attached hereto and incorporated herein by this reference. Seller warrants that Seller owns the Equipment and has the right to transfer title of the Equipment to City; Seller shall defend, indemnify and hold City harmless from any breach of this warranty. City shall be entitled to all warranties provided by the manufacturer of the Equipment.

B.   In consideration of City's payment hereunder, Seller shall provide the Equipment.

2.   Purchase Price.

A.   The total amount of this Agreement shall not exceed Two Hundred Ninety-Four Thousand Eight Hundred Seven Dollars ($294,807).

B.   City shall pay Seller net 30 days after delivery and acceptance of the Equipment.

3.   Term. The term of this Agreement shall begin at 12:01 a.m. on November 1, 2019, and shall end at midnight on October 31, 2020. The term may be renewed for four (4) additional one-year periods, at the discretion of the City Manager.

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4. <u>Warranty</u>. City shall have the benefit of the manufacturer's warranties on the Equipment.

5. <u>Notice</u>. Notice shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, registered or certified, return receipt, postage prepaid, to Seller at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given on the date of personal deliver or on the date shown on the return receipt, whichever first occurs. Notice of change of address shall be given as other notices.

6. <u>Assignment</u>. Seller shall not, except for moneys due and payable hereunder, assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior written approval of City. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Seller shall not subcontract any portion of the performance required hereunder without the prior written approval of City.

7. <u>Miscellaneous</u>.

A. In connection with performance of this Agreement and federal laws, rules and regulations, Seller shall not discriminate in employment or in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

B. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

C. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.

D. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law

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pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.

E. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, or preprinted terms and conditions of the Purchase Order to the extent they are inconsistent with this Agreement, with respect to the subject matter herein.

F. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

G. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

H. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

I. Termination of this Agreement shall not affect rights or liabilities of the parties which accrued prior to termination and shall not extinguish any warranties.

J. Seller shall not use the name of City, its officials or employees in any advertising or solicitation for business nor as a reference without the prior written approval of City's City Manager.

K. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

L. In performing hereunder, Seller is and shall act as an

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independent contractor and neither Seller nor its employees, agents, suppliers or subcontractors shall act as or be deemed employees, representatives or agents of City.

M.   Seller shall comply with all applicable federal, state and local laws and regulations during performance hereunder.

N.   The terms and conditions of this Agreement are severable. If any term or condition is held invalid, void or unenforceable, the remaining terms and conditions shall be given effect.

O.   The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed with all of the formalities required by law as of the date first stated above.

CARAHSOFT TECHNOLOGY CORP., a Maryland corporation

10/22/____, 2019

By _Stephen Fink_
Name _Stephen Fink_
Title _Account Representative_

10/22/____, 2019

By _Stephen Fink_
Name _Stephen Fink_
Title _Account Representative_

"Seller"

CITY OF LONG BEACH, a municipal corporation

Oct. 22 ____, 2019

By _Rebecca G. Garner_
City Manager PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on ___October 22___, 2019.

CHARLES PARKIN, City Attorney

By _____
        Deputy

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EXHIBIT "A"

Government - Price Quotation

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Carahsoft Technology Corp.
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TO:	Sokunthea Kol Purchasing Division City of Long Beach 333 W Ocean Blvd 7th Floor Long Beach, CA 90802 USA	**FROM:** Allison Mackin Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	Sokunthea.Kol@longbeach.gov	**EMAIL:** Allison.Mackin@carahsoft.com
PHONE:	(562) 570-6123	**PHONE:** (703) 889-9819 **FAX:** (703) 871-8505

TERMS:
FTIN 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO:	15909474
QUOTE DATE:	05/16/2019
QUOTE EXPIRES:	10/31/2019
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$294,806.97

TOTAL QUOTE:	$294,806.97

LINE NO.	PART NO.	DESCRIPTION		QUOTE PRICE		QTY	EXTENDED PRICE
1	205-0005	Lightning Service Cloud Unlimited Edition Salesforce.com, Inc. - 205-0005 Start Date: 11/01/2019 End Date: 10/31/2020		$1,781.05	OM	90	$160,294.50
2	205-412	Lightning Platform (Administrator) Salesforce.com, Inc. - 205-412 Start Date: 11/01/2019 End Date: 10/31/2020		$606.32	OM	10	$6,063.20
3	205-0082	Identity Connect Salesforce.com, Inc. - 205-0082 Start Date: 11/01/2019 End Date: 10/31/2020		$11.37	OM	90	$1,023.30
4	205-0024	Customer Community Logins - UE Salesforce.com, Inc. - 205-0024 Start Date: 11/01/2019 End Date: 10/31/2020		$3.03	OM	4001	$12,123.03
5	205-0116	Salesforce Shield 30% Net Price / S100 Salesforce.com, Inc. - 205-0116 Start Date: 11/01/2019 End Date: 10/31/2020		$53,546.17	OM	1	$53,546.17
6	205-1368	Service Cloud Einstein Salesforce.com, Inc. Start Date: 11/01/2019 End Date: 10/31/2020		$410.53	OM	20	$8,210.60
7	205-0120	Sandbox (Full Copy) 30% Net Price / $100 Sandbox: % of NET price for Lightning Sales Cloud, Lightning Service Cloud, Lightning Force 100, Communities, and Portal Users (all types).Additional Full Copy Sandbox for UE is 30%. Salesforce.com, Inc. - 205-0120 Start Date: 11/01/2019 End Date: 10/31/2020		$53,546.17	OM	1	$53,546.17

SUBTOTAL:		$294,806.97

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
			TOTAL PRICE:		**$294,806.97**
			TOTAL QUOTE:		**$294,806.97**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
8	1	Renewal Year 2 Salesforce.com, Inc. Start Date: 11/01/2020 End Date: 10/31/2021	$294,806.97	OM	1	$294,806.97
9	2	Renewal Year 3 Salesforce.com, Inc. Start Date: 11/01/2021 End Date: 10/31/2022	$302,366.12	OM	1	$302,366.12
10	3	Renewal Year 4 Salesforce.com, Inc. Start Date: 11/01/2022 End Date: 10/31/2023	$316,613.74	OM	1	$316,613.74
11	4	Renewal Year 5 Salesforce.com, Inc. Start Date: 11/01/2023 End Date: 10/31/2024	$336,823.13	OM	1	$336,823.13
		SUGGESTED SUBTOTAL:				$1,250,609.96

QUOTE DATE: 05/16/2019
QUOTE NO: 15909474

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Any increase in subscription pricing (excluding support) for the first renewal term will not exceed 0% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Any increase in subscription pricing (excluding support) for the second renewal term will not exceed 2.5% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Any increase in subscription pricing (excluding support) for the third renewal term will not exceed 4.5% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Any increase in subscription pricing (excluding support) for the fourth renewal term will not exceed 6% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Product Special Terms

Service Cloud Einstein
Customer agrees that the intended use of the Service Cloud Einstein's Analytics features is to report on Service Cloud data in accordance with the Service Analytics Documentation (the "Intended Use"). This does not include access to features or analytics assets (e.g. applications, dashboards, lenses, or datasets) that are part of the Analytics Platform products. Customer may not (i) use Service Cloud Einstein's Analytics features to build custom applications and dashboards, (ii) upload, access, or connect external data sets that are not already part of the Service Cloud Einstein Services, using available APIs for external data in Analytics Platform API or any
program or tools using such API, (iii) use Service Cloud Einstein's Analytics features for purposes other than its Intended Use. Customer understands that the foregoing limitations are contractual in nature (i.e. they are not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restrictions. SFDC may monitor Customer's usage of the Service Cloud Einstein's Analytics features at any time through the Services.

Customer acknowledges that SFDC may access Customer Data submitted to services and features branded as Einstein for the purpose of training and improving similar or related services and features, and Customer instructs SFDC to process its Customer Data for such purpose. SFDC retains all right, title, and interest in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning. SFDC will not share Customer's Customer Data with any other customers.

Service Cloud Einstein involves transfer of Customer Data from the Services to a third party hosting provider platform for processing of Customer Data before being returned to Service Cloud Einstein's platform.

Einstein Bots Feature
The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement.

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

The Einstein Bots Feature is not available to some customers, including Government Cloud as stated in the Documentation.

Einstein Features
SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned

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hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Scratch Org
The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Event Monitoring
Event Monitoring includes Event Monitoring Wave App, which may not be used to upload or access external data sets other than the one external dataset provided as part of the Event Monitoring Wave App subscription. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restriction. SFDC may monitor Customer's usage of the Event Monitoring Wave App subscriptions at any time through the Services. Event Monitoring Wave App is available in English only.

Lightning Service Cloud
Customer's use of this product is subject to the following restrictions:
http://www2.sfdcstatic.com/assets/pdf/misc/lightning-contractual-restrictions.pdf. Customer understands that the foregoing functionality
restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Customer Community (Logins/month)
Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission
set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through
the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

Identity Connect
The Salesforce Identity Connect software product ("Identity Connect") shall be considered part of the Services for purposes of the Master Subscription Agreement, subject to the following terms. Identity Connect is a downloadable software product and not a hosted, Web-based service. SFDC grants to Customer a limited-term, non-exclusive, non-transferable (except in accordance with the assignment provisions in the Master Subscription Agreement) license to use and permit the use of Identity Connect for Customer's business purposes, subject to the restrictions in this Order Form and in the Master Subscription Agreement. Because Identity Connect is not hosted by SFDC, any terms in an agreement between Customer and SFDC that pertain to SFDC's hosting infrastructure (including, for example, terms concerning availability, security or disaster recovery) shall not apply to Identity Connect. Customer shall not create any derivative works, nor remove or alter any copyright, trademark or proprietary notice from Identity Connect. Identity Connect is
deemed delivered to Customer once SFDC makes Identity Connect available to Customer for download at http://help.salesforce.com/apex/HTViewHelpDoc?id=identityconnect_install.htm&language=en_US. Identity Connect will not be shipped to Customer on tangible media. Customer's sole remedy and SFDC's exclusive obligation for breach of warranty in connection with Identity Connect shall be repair or replacement of Identity Connect; fees paid are non-refundable. Upon request, SFDC shall provide Customer with information on how to obtain the underlying source code contained in Identity Connect which is licensed under the Common Development and Distribution License. Source code to Identity Connect is not provided to Customer except upon Customer's request.

Free Sandbox with Unlimited/Performance Edition
Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Salesforce for Force.com Administration
The Salesforce for Force.com (Administrator) or Lightning Platform (Administrator) subscriptions may not be accessed or used to enter, view or modify Leads, Opportunities, Products, Forecasts, Cases, Solutions or Campaigns. Customer

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LINE NO.	PART NO.	DESCRIPTION	·	QUOTE PRICE	QTY EXTENDED PRICE

understands that these functionality limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter in the application) and therefore agrees to strictly monitor Users' use of such subscriptions and enforce the applicable restrictions. SFDC may
audit Customer's use of the Salesforce for Force.com (Administrator) and Lightning Platform (Administrator) subscriptions at any time through the Service. Should any audit reveal unauthorized use of such subscriptions, SFDC will so notify Customer in writing (email permitted). If a subsequent audit reveals unauthorized use of the subscription, Customer agrees it will pay, within five (5) business days of notice of the audit results, the difference between (a) SFDC's list price for Enterprise Edition, Unlimited Edition or Performance Edition, as applicable based upon the edition in Customer's applicable Org, in effect at the time of such notice and (b) the amount paid by Customer for the subscription showing unauthorized use.

Courtesy Administrators for Premier+ Success
The Courtesy Administrators for Premier+ Success are provided to Customer free of charge for use only by the SFDC administration team in connection with Customer's purchase of the Premier+ Success Plan in order to allow SFDC to perform the administration functions described in the Premier+ Success Plan ("Courtesy Administrator Subscriptions"). After Customer's execution of this Order Form, SFDC will provide Customer with instructions on how to set up the Courtesy Administrator Subscriptions. For clarity, the Courtesy Administrator Subscriptions are provided on a one-time basis and Customer may not add on any additional Courtesy Administrator Subscriptions during the Order Term despite anything to the contrary in any agreement between Customer and SFDC.

Platform Encryption
Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related encrypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Salesforce Shield
Salesforce Shield is comprised of Platform Encryption, Event Monitoring and Field Audit Trail, and is subject to the Product Special Terms for Platform Encryption and Event Monitoring.

Full Copy Sandbox
As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.
Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of
which are found at http://www.carahsoft.com/sfdc-service-terms-om and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.
Should the licensee purchase Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support:
http://www.carahsoft.com/government-cloud-terms

Should the customer wish to issue a PO, to avoid tax fees include the following language on PO:

"All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency."

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

QUOTE DATE:	05/16/2019
QUOTE NO:	15909474

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products:
https://www.mulesoft.com/legal/terms/EULA

QUOTE DATE:	05/16/2019
QUOTE NO:	15909474