salesforce.com, inc.
San Francisco, CA 94105
United States

ORDER FORM for City of Riverside*
Offer Valid Through: 7/31/2019
Proposed by:Anthony Fernicola
Quote Number: Q-02791947

ORDER FORM

Address Information

Bill To:
3900 MAIN ST INFORMATION SYSTEMS DEPT
RIVERSIDE
CA, 92522
US - United States

Ship To:
3900 MAIN ST INFORMATION SYSTEMS DEPT
RIVERSIDE
CA, 92522
US - United States

Billing Company Name: City of Riverside*
Billing Contact Name: Sherry Shimshock
Billing Email Address: sshimshock@riversideca.gov

Billing Phone: 951-826-2433
Billing Fax:
Billing Language: English

Terms and Conditions

Contract Start Date*: 7/1/2019
Contract End Date*: 6/30/2022
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price**	Quantity	Total Price
Sales Cloud Lightning CRM - Enterprise Edition	7/1/2019	6/30/2022	36	USD 127.08	9	USD 41,173.92
Pardot - Sales Cloud Features - Standard	7/1/2019	6/30/2022	36	USD 0.00	1	USD 0.00
Additional Campaign Influence Attribution Models	7/1/2019	6/30/2022	36	USD 0.00	1	USD 0.00
Premier+ Success Plan (Support & Admin) - LP	7/1/2019	6/30/2022	36		1	
Premier+ Success Plan (Support & Admin) - Fee - LP Sales Cloud Lightning CRM - Enterprise Edition (Existing License)	7/1/2019	7/31/2019	1	USD 33.03	9	USD 297.24
Premier+ Success Plan (Support & Admin) - Fee - LP Sales Cloud Lightning CRM - Enterprise Edition (New License)	7/1/2019	6/30/2022	36	USD 33.03	9	USD 10,700.51
Courtesy Administrators for Premier+ Success - Enterprise Edition	7/1/2019	6/30/2022	36	USD 0.00	1	USD 0.00
						Total: USD 52,171.66

*If this Order Form is executed and/or returned to salesforce.com by Customer after the Order Start Date above, salesforce.com may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date salesforce.com activates the products and provided that the total term length does not change. Following activation, any adjustments to such Order Start Date and Order End Date may be confirmed by logging into Checkout, by reference to the order confirmation email sent by salesforce.com to the Billing Email Address above, and/or by contacting Customer Service.

**The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form.

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Sales Cloud Lightning CRM - Enterprise Edition	USD 127.08	9
Sales Cloud Lightning CRM - Enterprise Edition	USD 127.08	10+

The pricing in the Pricing Schedule above is stated in terms of monthly per-subscription pricing. In case the above Pricing Schedule provides for tiered pricing, the volume pricing levels are monthly and are based upon the aggregate total number of full-use subscriptions of the applicable Services purchased by the customer entity executing this Order Form ("Customer") which are in effect as of this Order Form's Order Start Date. Any price decreases shall have no effect on previously purchased subscriptions. Only add-on Orders by Customer that are associated with this Order Form, for the same Service and edition, during the order term herein, are eligible for the applicable volume pricing levels under this Pricing Schedule. If a single additional add-on Order raises the aggregate number of subscriptions for any product listed in the table above the threshold limits specified above, only those subscriptions exceeding the new threshold are entitled to the reduced pricing. Volume discounts do not accumulate across different Services or editions. Any renewals of the subscriptions purchased under this Order Form are not eligible for this Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 01948510, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s).01948510, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired

Product Special Terms

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

Additional Campaign Influence Attribution Models

In order to use Additional Campaign Influence Attribution Models, Customer is required to have each of the following as of the Order Start Date: (i) a minimum of one Lightning Sales Cloud Professional, Enterprise, Unlimited or Performance Edition subscription or Lightning CRM Professional, Enterprise, Unlimited or Performance Edition subscription, and (ii) a Pardot Pro, Pardot Enterprise, or Pardot Ultimate subscription. Customer must maintain the subscriptions under (i) and (ii) for the duration of the Order Term for the Additional Campaign Influence Attribution Models subscriptions ordered hereunder.

Free Sandbox with Enterprise 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.

Pardot - Sales Cloud Features - Standard

In order to use Pardot - Sales Cloud Features - Standard, Customer is required to have subscriptions to each of the following as of the Order Start Date: (i) Sales Cloud or CRM for any of the following editions: Professional, Enterprise, Unlimited or Performance, and (ii) Pardot - Database - Standard or Pardot - Email - Professional. Customer must maintain the subscriptions under (i) and (ii) for the duration of the Order Term for the Pardot - Sales Cloud Features subscriptions ordered hereunder. The Pardot Sales Cloud Features subscription is for provisioning purposes only and provisions features per the Documentation associated with Customer's editions of Pardot and Sales Cloud or CRM. In the event features are marked as "Beta", they are Beta Services as defined in the salesforce.com Master Subscription Agreement found at https://www.salesforce.com/company/msa.jsp ("online MSA"). Notwithstanding anything to the contrary, Beta Services shall be governed by the terms of the online MSA.

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.

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.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete)

[   ] No

[   ] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to salesforce.com, this Order Form shall become legally binding unless this Order Form is rejected by salesforce.com for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

This Order Form is governed by the terms of the salesforce.com Master Subscription Agreement found at https://www.salesforce.com/company/msa.jsp, unless (i) Customer has a written master subscription agreement executed by salesforce.com for such Services as referenced in the Documentation, in which case such written salesforce.com master subscription agreement will govern or (ii) otherwise set forth herein.

Customer: City of Riverside*

Signature

_____

Name

_____

Business Title

_____

Date

_____