This Third Amendment to Oklahoma Statewide Contract No. 10141 (the "Third Amendment") is effective as of the date of the last signature below, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Carahsoft Technology Corporation ("Supplier"). This Third Amendment supplements and amends the Oklahoma Statewide Contract with Carahsoft Technology Corporation entered into by the parties and effective on October 26, 2023, (the "Agreement"), including all supplements and amendments thereto. Unless otherwise indicated, capitalized terms used in this Third Amendment without definition shall have the respective meanings specified in the Agreement.

For good and valuable consideration, the parties agree as follows:

1. Supplier and State agree the following attachment is incorporated hereto:

    Attachment A: Salesforce Terms of Use ("TOU")

    Attachment B: Order Form Supplement for MuleSoft Software

2. The attached TOU's shall apply to all Salesforce's lines of business off ordered off SW1041 with Carahsoft Technology Corporation including but not limited to MuleSoft, Slack, and Tableua.

3. The parties mutually understand the attached TOU shall only govern as it relates to the State's relationship with Salesforce and shall not supersede any agreements previously made between Carahsoft and the State in relation to Statewide Contract No. 1041.

4. Except as expressly modified by this Third Amendment, all terms and provisions of the Contract not addressed herein remain as executed by the parties and in full force and effect.

5. The Third Amendment may be executed in multiple counterparts, each of which will be an original and together will constitute the same instrument.

OKLAHOMA
Office of Management
& Enterprise Services

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Third Amendment and to bind their respective Party thereto.

STATE:

Joe McIntosh (May 15, 2024 08:12 CDT)
_____

Authorized Signature

Joe McIntosh
_____

Printed Name

CIO
_____

Title

May 15, 2024
_____

Date

SUPPLIER:

Allison Mackin
_____

Authorized Signature

Allison Mackin
_____

Printed Name

Sales Manager
_____

Title

May 14, 2024
_____

Date

ATTACHMENT A

SFDC TERMS OF USE

These SFDC Terms of Use ("**TOU**") govern Customer's use of the Services, and are incorporated into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

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.

"**Beta Services**" means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer's 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 third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" means the ordering agency that has contracted with Reseller by and through the Office of Management and Enterprise Services to purchase subscriptions to use the Services, subject to the conditions of these TOU.

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

"**Documentation**" means the applicable Service's Trust and Compliance documentation at https://trust.salesforce.com/en/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.

"**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, Mulesoft Anypoint Exchange located at https://www.mulesoft.com/exchange or the Heroku Elements Marketplace located at https://addons.heroku.com/, and any successor websites.

"**Non-SFDC Application**" means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

"**Order Form**" means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates these TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

"**Reseller**" means Carahsoft Technology Corp.

"**SFDC**" means Salesforce, Inc., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105

"**Services**" means the products and services that are ordered by Customer under an Order Form 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.

"**User**" means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller's request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. USE OF SERVICES AND CONTENT

2.1.   Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2.   Usage Limits. Services and Content are subject to usage limits specified in Order Forms or the Documentation.

2.3.   Customer Responsibilities Customer will (a) be responsible for Users' compliance with the TOU , Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with these TOU, the Documentation, the Acceptable Use and External Facing Services Policy attached hereto as Exhibit 1 as updated from time to time at https://www.salesforce.com/ company/legal/agreements/, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing

by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. SFDC will notify Customer of material changes to the Acceptable Use and External Facing Services Policy and to the Artificial Intelligence Use Policy through release notes provided with major new releases of the Salesforce Services to Customer's designated system administrator. Changes to the policies shall not materially decrease the overall security or, subject to the "Integration with Non-SFDC Applications" section below, the overall functionality of the Services during a subscription term.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services 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 the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under these TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on 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, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5 Removal of Content and Non-SFDC Applications. If Customer receives notice that Content or a Non- SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, 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 discontinue Customer's access to Content through the Services.

2.6. Reserved

3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. 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 Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non- SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot 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.

4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, these TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with these TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Subject to the

limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these TOU in or to any

Customer Data, Non-SFDC Application or such program code.

4.4.   License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5.   Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

5.   TERM AND TERMINATION

5.1.   Termination of the Services. As permitted by applicable law, including the Contract Disputes Act ("CDA") (41 U.S.C. §§ 7101–7109) where Customer is an instrumentality of the U.S. Federal Government subject to the CDA, Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Reseller of Reseller's payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with these TOU.

5.2.   Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("**Legacy Order**") shall remain in effect until the end of its subscription term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3.   Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

**5.4.   **In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages. Customer must look solely to Reseller regarding any claims or damages related to the Services

6.   WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 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 IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. This Section 6 is not intended to supersede any warranty provided by Carahsoft in the agreement between Customer and Carahsoft (SW1041).

7.   THIRD PARTY CLAIMS

To the extent permitted by applicable law, Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

In the event defense or indemnification are prohibited by applicable law, and there is a Claim Against SFDC, SFDC may require, by written notice to Customer, that Customer delete from the   Services any Customer Data or Non-SFDC Application and/or stop using any Non-SFDC Application that is the subject of the Claim Against SFDC. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to SFDC in writing. SFDC shall be authorized to provide a copy of such certification to the applicable claimant.

8. **NO LIABILITY**

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER MUST LOOK SOLELY TO RESELLER REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES.

9. **GENERAL**

9.1. **Notice.** Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer based on the circumstances and designated contact information for notices available to SFDC in the Services.

9.2. **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. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at https://www.salesforce.com/company/legal/compliance/ or in violation of any U.S. export law or regulation.

9.3. **Waiver.** No failure or delay by SFDC in exercising any right under these TOU will constitute a waiver of that right.

9.4. **Severability.** If any provision of these TOU 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 these TOU will remain in effect.

9.5. **Further Contact.** SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

9.6. **Third Party Beneficiary**. These TOU are between Customer and Reseller; SFDC is not a party to these TOU, however, SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU

9.7. **Order of Precedence**. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in Customer's agreement or order form with Reseller, these TOU shall prevail as it relates to the State's relationship with Salesforce.

9.8. **Titles and Headings.** Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.

Order Form Supplement for MuleSoft Software

THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of the order form by which the Customer ordered the MuleSoft Software (the "Order Form"). The Order Form and this Order Form Supplement are governed by the Main Services Agreement ("MSA"). This Order Form Supplement adjusts certain terms of the MSA, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Order Form and MSA.

SOFTWARE LICENSE

Subject to all of the terms and conditions of this Order Form Supplement and the Agreement, during the relevant subscription term, MuleSoft grants to Customer a non-transferable, non-sublicensable, non-exclusive license to use the Software in object code form for Customer's own internal business operations, but only in accordance with (i) the Documentation, (ii) the Agreement, and (iii) and all restrictions set forth in the Order Form and this Order Form Supplement, including without limitation restrictions related to servers, users, and capacity, computer, website, or field of use. Customer may copy and install on Customer's computers for use only by Customer's employees and/or any third party providing services to Customer one copy of the Software for each subscription designated in the applicable Order Form. Customer may also make one copy of the Software for archival purposes. Customer may use the Software only during the term of the subscription. Upon expiration or termination of the Order Form and/or the Agreement for any reason, Customer shall cease any and all use of the Software and destroy any and all copies of the Software.

CUSTOMER DATA

Customer acknowledges that electronic data and information submitted by or for Customer to the Software is not hosted by or on behalf of MuleSoft. Accordingly, notwithstanding anything to the contrary, such electronic data and information submitted is not Customer Data (or Your Data, or any comparable defined term) under the Agreement.

CUSTOMER USAGE

During the term of the Order Form, Customer will maintain accurate records as to its use of the Software, for at least one year from the last day on which support and maintenance expired for the applicable Software (according to https://www.mulesoft.com/legal/versioning-back-support-policy, which applies to such Software).

MuleSoft, its Affiliates, or persons designated by MuleSoft or its Affiliates, will, at any time during the period when Customer is obliged to maintain such records, be entitled to review such records and to ascertain completeness and accuracy, in order to verify that the Software is used by Customer in accordance with the terms of the Order Form and the Agreement and that Customer has paid the applicable license fees and support and maintenance fees for the Software, provided that: (a) MuleSoft will not review such records more than once in any 12 month period; (b) any such review shall be subject to a mutually agreed upon non-disclosure agreement negotiated in good faith and entered into by the parties; (c) MuleSoft shall use commercially reasonable efforts to minimize the disruption of Customer's normal business activities in connection with any such review; and (d) any such review will be performed by MuleSoft's expense. Customer shall pay to MuleSoft any underpayments revealed by any such review in accordance with the invoicing provisions of the Agreement.

WARRANTIES

Any warranties for Software are made to and for the benefit of Customer only and will apply only if (a) the Software has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the Software by anyone other than MuleSoft; and (c) MuleSoft receives written notification of the alleged warranty breach within 30 days following the subscription start date. Additionally, any warranties shall not apply: (i) to defects in the Software due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.

EXECUTION VERSION THIRD AMENDMENT ADDING SALESFORCE TOU (002)

Final Audit Report   2024-05-15

Created:	2024-05-14
By:	Courtney Templeton (courtney.templeton@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd2w9IXNqriM23oDVTXGTlbnXUFXjZLBw

"EXECUTION VERSION THIRD AMENDMENT ADDING SALE SFORCE TOU (002)" History

📄 Document created by Courtney Templeton (courtney.templeton@omes.ok.gov)
2024-05-14 - 8:34:01 PM GMT

📧 Document emailed to Allison Mackin (allison.mackin@carahsoft.com) for signature
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📄 Email viewed by Allison Mackin (allison.mackin@carahsoft.com)
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🖊 Document e-signed by Allison Mackin (allison.mackin@carahsoft.com)
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📧 Document emailed to Joe McIntosh (joe.mcintosh@omes.ok.gov) for signature
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🖊 Document e-signed by Joe McIntosh (joe.mcintosh@omes.ok.gov)
Signature Date: 2024-05-15 - 1:12:06 PM GMT - Time Source: server

✅ Agreement completed.
2024-05-15 - 1:12:06 PM GMT