

AMENDMENT #2
CONTRACT #0000000000000000000021430

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and Carahsoft Technology Corporation (the "Contractor") approved by the last State signatory on August 01, 2017 and amended by Amendment 1 dated June 07, 2019.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is amended by adding the following, attached hereto and incorporated herein:
 - **Exhibit E** – DivvyCloud Software License Subscription Terms and Conditions
 - **Exhibit F** – Vlocity, Inc. Master Subscription Agreement

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Carahsoft Technology Corporation

Indiana Department of Administration

By: *Kristina Smith*

By: *John E. Helmer IV*

Title: Contracts Director

Title: Senior Account Manager

Date: 1/15/2020

Date: 01/16/2020

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Deward Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

EXHIBIT E

DIVVYCLOUD SOFTWARE LICENSE SUBSCRIPTION TERMS AND CONDITIONS

1. **Definitions.** In addition to the other terms defined elsewhere herein, capitalized terms not otherwise defined have the meanings as set forth in Attachment B.
2. **License Grant (Scope of License).**
 - 2.1. Licensor hereby grants to Licensee, for internal business purposes only, a limited nonexclusive, non-transferable, non-sublicensable license during the Term to a) Download, access, use (and permit any User to access and use the Software), and make a reasonable number of non-production copies of the Software; and (b) reproduce and use the Documentation only in support of Licensee's authorized use of the Software hereunder;
 - 2.2. The Software may be available via Licensor's download and installation to a computer or server or similar infrastructure controlled by Licensee. The License includes the license key or link to access the Software. Licensee will designate an initial User, who is responsible for providing access, including user IDs and passwords, to Licensee's Users. Licensee is responsible for the safety and security of all user IDs, logins, passwords or other security features through which Users access the Software. *Licensee is responsible for ensuring that each User complies with the provisions of this Agreement.* Licensor reserves the right to establish or modify its general practices and limits relating to the Software and will provide reasonable cooperation to Licensee in connection with incorporation and implementation of such changes.
 - 2.3. Licensee shall not and shall ensure that its Users shall not: (i) install (as applicable), access or use the Software other than as permitted under this Agreement, (ii) reproduce (except for the purposes of using, the Licensor Products as expressly permitted hereunder), disassemble, decompile, translate, reverse engineer or create derivative works of any of the Licensor Products, (iii) cause or allow discovery of the source code of the Software in any way, (iv) knowingly use the Software, or transfer or exchange any material, in violation of copyright or any other applicable law, or (v) distribute, sell, rent, lease, lend, sublicense, provide access to, assign or transfer the Licensor Products to any third party; (vi) use the Software for any illegal purpose, in any manner that is inconsistent with the terms of this License Agreement, or to engage in any illegal activity; and/or (vii) circumvent, disable or otherwise interfere with security-related features of the Software.
 - 2.4. Updates are provided as part of Support Services. Application Extensions or new functional modules may be subject to additional fees. Support Services are provided for only the current major release and the prior 3 major releases.
 - 2.5. For clarity, the nature and scope of the license granted and of the Support Services, do not involve the collection or use by Licensor of any personal information of an individual. If Licensor becomes aware of receiving access to personal information, Licensor shall notify Licensee and cooperate with Licensee in the return or destruction of such personal information. Licensee expressly acknowledges and agrees that Licensor, through the Software, may collect, receive and store certain non-personally identifiable system information as set forth in the Documentation (<https://docs.divvycloud.com/docs/license>). Such information, which is collected passively using

various technologies, shall be owned by Licensor and includes among other things metrics on usage analytics required for licensing and billing and for identification of software failures. This information may be used by Licensor to improve and enhance the Software and (in an aggregated and anonymous format) to advise Licensor's customers of general best practices.

- 2.6. In addition, Licensee agrees that Licensor may, during the Term, use and reference Licensee's name and/or logo on its website and in marketing materials provided that Licensor's use shall not violate Licensee's usage guidelines if provided to Licensor in writing.

3. **Intellectual Property Rights.**

- 3.1. Licensee retains ownership of all Licensee Data and other Confidential Information of Licensee and in all Licensee trademarks provided to Licensor.
- 3.2. Licensor retains ownership of all rights in the Licensor Products and DivvyCloud Technology. This Agreement creates no rights of ownership in the Licensor Products in favor of Licensee, and Licensor (or its licensors) owns, and shall own, all right, title and interest (including all copyrights, patents, trademarks, trade names, trade secrets and other proprietary rights) in the Licensor Products (and all components thereof), and all improvements, ideas, know-how, developments or derivatives related to any of the foregoing, including without limitation, Application Extensions and Updates to the Software. All rights not expressly granted to Licensee under this Agreement are reserved to Licensor and its licensors.
- 3.3. Licensee may elect to develop Add-Ons to the DivvyCloud Technology. In such cases, Licensee shall own the code base for such Add-Ons, but does not own any exclusive right to the business ideas embodied thereby, and nothing herein restricts or limits Licensor's right to develop similar or the same applications, including without limitation as Application Extensions or Updates to the Software, to be owned by Licensor with no obligations to Licensee for use thereof (provided that Licensor shall not include any Licensee Confidential Information or other Licensee proprietary information in any such applications).

4. **Equipment and Third Party Software.** Licensee understands that its ability to use the Licensor Products in the manner contemplated by this Agreement may require the use by Licensee of computer network and storage infrastructure (whether on-premises or cloud-based) and/or software of third parties, including the use of open source code libraries, ("**OSS Libraries**"), access to which may be provided by Licensor for use, if so elected by Licensee in its sole discretion (listing of current open source components can be found at: <https://docs.divvycloud.com/docs/oss>). Licensee shall obtain, at its own cost, all third party infrastructure and software, to the extent necessary to use the Licensor Products as permitted hereunder, other than access to OSS Library offered by Licensor for use as aforesaid. Licensee acknowledges that its use of the third party software in connection with the Software and access to and use of OSS Libraries (whether or not access to such OSS Library is provided by Licensor) may be subject to separate third party license terms and conditions ("**Third Party Terms**"), and, notwithstanding anything set forth in this Agreement, Licensee agrees that (a) all such third party software and access to and use of OSS Libraries is governed exclusively by the applicable Third Party Terms, all of which are between Licensee and the applicable third party licensor, and Licensee shall comply with all Third Party Terms, and (b) Licensor shall have no obligation to obtain or provide any such equipment, software or OSS Libraries (or rights to use the same). LINK to libraries and open source.

5. **Intentionally Reserved**

6. **Support.**

- 6.1. Provided that Licensee is current on all payment obligations to its DivvyCloud supplier and no default by Licensee otherwise exists under this Agreement, the license includes access to online documentation which may be accessed in connection with questions regarding the use of the Software and best practices.
- 6.2. So long as Customer is in compliance with this Agreement, Licensor shall provide the additional Support Services for the Software in accordance with the provisions of Attachment A Notwithstanding the provisions of Attachment A, Licensor shall not be obligated to provide any requested Support Services to the extent resulting from: (i) failure by Licensee or its Users to use the Software in accordance with this Agreement, including the Documentation; (ii) Licensee's failure to use corrections or Updates previously provided to Licensee by Licensor; (iii) malfunction, defect or failure of hardware, software or any other item not developed, provided by or approved by Licensor under this Agreement; (iv) incorrect data or incorrect procedures used or provided by Licensee, any User, or a third party; or (v) any cause (including any accident, abuse, misapplication, abnormal use or a virus) that is outside the reasonable control of Licensor (collectively, "**Excluded Causes**").

7. **Data Security**

- 7.1. DivvyCloud uses standard industry practices to keep its code secure through every phase of software development. DivvyCloud uses a variety of tools, processes, and frameworks to secure code quality including static analysis of DivvyCloud's code, penetration testing, and ongoing evaluation of platform architecture to ensure we adhere to best security practices. We believe it is important that DivvyCloud developers are up-to-date with the latest techniques and vulnerabilities, therefore, we have our engineers attend relevant security training to keep up to date and current. DivvyCloud also conducts yearly penetration testing using a third-party organization. More generally, DivvyCloud follows industry best practices and guidelines for securing internal networks, systems and 3rd party solutions.

8. **Reserved.**

9. **Warranty & Disclaimers.**

- 9.1. Licensor represents, warrants and covenants that, during the term set forth in the Order Form with DivvyCloud supplier, the Software will perform substantially in accordance with the Documentation and be free of material defects, provided that Licensee uses the Software in strict accordance with this Agreement and the Documentation. Licensor further represents, warrants and covenants as follows
- 9.1.1. The Documentation: (i) is of sufficient detail to enable reasonably skilled users to operate and comprehend the operation of the Software but not Add-Ons; and (ii) accurately reflects the operation of the Software. Licensor further warrants that the Documentation will be updated from time to time to reflect all Updates and Application Extensions but not Add-Ons. Licensor will, at no additional cost to Licensee, correct any Documentation that

does not conform to this warranty.

- 9.1.2. All Services provided under this Agreement will be performed by qualified personnel in a competent, professional, and workmanlike manner. Licensor shall re-perform all Services not performed in compliance with this warranty at no additional cost to Licensee, provided that Licensee shall have provided written notice of a deficiency within thirty (30) days following performance of the defective Services.

Licensor shall correct the Software, or provide for a work-around for the Software, that does not meet such limited warranty. The foregoing shall be Licensor's only liability in connection with a breach of the foregoing warranty.

- 9.2. Each Party represents and warrants to the other Party that (i) it has the corporate authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement shall be enforceable against each such Party in accordance with its terms, and (iii) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (iv) it will comply with all applicable laws, rules and regulations. Licensor further covenants to perform any services in a professional and workmanlike manner and use commercially reasonable efforts to avoid transmission of viruses and malware.
- 9.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY AND ITS LICENSORS AND OTHER SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE LICENSOR PRODUCTS, OR THIRD PARTY HARDWARE, NETWORKS OR SOFTWARE, INCLUDING OSS LIBRARIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE. The efficacy and use of the Licensor Products may be dependent on critical factors beyond Licensor's control, such as customer network, cloud provider and general internet connectivity, and Licensor is not responsible for any effects on performance, damages, costs or liabilities arising from those factors that are outside the control of Licensor. Without limiting the foregoing, Licensor and its licensors and other suppliers do not warrant that (i) Licensee's use of the Licensor Products will be uninterrupted or error free, or will be free from interception or monitoring by third parties or (ii) the Licensor Products are fault tolerant or that they have been designed, manufactured or intended for use in critical health or safety environments or as control equipment in environments that require fail safe performance. Except as otherwise expressly set forth herein, Licensee is responsible for its use, and use by its Users, of the Software in compliance with applicable laws, rules and regulations. Licensor's warranty does not apply if the Software (i) has been altered, except by Licensor, (ii) has not been installed, operated, repaired or maintained in accordance with instructions supplied by Licensor, or (iii) has been subjected to misuse, negligence or accident. Further, the warranties contained herein shall not apply to Licensee's use of any Add-Ons or beta products. Such limited warranty is void if failure of the Software has resulted from any Excluded Cause(s). Licensor disclaims all warranties and liability as to Add-Ons and third party hardware, networks, and software, including OSS Libraries, whether or not provided by or accessed through Licensor. Headings or titles in the Documentation are for information only and do not imply any warranties. For example, and without limitation, any products or services called "compliance packs" or similar nomenclature shall not imply any representation that use thereof guarantees compliance with all applicable laws.

10. **Limitation of Liability; Consequential Damages Waiver.**

EXCEPT FOR ANY LIABILITY OR DAMAGES ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) EXPRESS INDEMNIFICATION OBLIGATIONS; (C) WILLFUL MATERIAL BREACHES OF CONFIDENTIALITY OBLIGATIONS; AND (D) DAMAGES ATTRIBUTABLE TO ANY MISAPPROPRIATION BY LICENSEE (OR ITS USERS OR ANY OF THEIR EMPLOYEES, AGENTS OR CONTRACTORS) OF LICENSOR'S INTELLECTUAL PROPERTY OR OTHER RIGHTS IN AND TO THE LICENSED PRODUCT,

10.1. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY FOR DAMAGES RELATED TO THIS AGREEMENT OR ANY SOFTWARE OR DOCUMENTATION, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT IN THE CURRENT ORDER FORM TERM.

10.2. IN NO EVENT SHALL EITHER PARTY, OR LICENSORS OR SUPPLIERS, OR EACH OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE.

10.3. THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. **Term .**

11.1. This Agreement shall be effective as of the Effective Date and will continue as specified in the Order Form with DivvyCloud supplier.

12. **Indemnification by Licensor.**

12.1. Licensor shall indemnify, defend and hold harmless Licensee and its directors, employees, and agents (collectively, "**Licensee Indemnified Parties**") against any liability, loss, cost or expense (including reasonable attorneys' fees) ("**Losses**") arising from any action, suit or proceeding (a "**Claim**") brought by a third party and based on an allegation that the Software or Documentation (excluding Add-Ons), as used by Licensee within the permitted scope of this Agreement, infringes any United States copyright or any patent granted by the United States Patent and Trademark Office or that the Software or Documentation misappropriates any trade secret in the United States, provided that (i) Licensor is promptly (in no event later than thirty (30) days after receipt by a Licensee Indemnified Party of such Claim) notified by Licensee of the Claim and given full authority (including retaining counsel of Licensor's own choosing), information, cooperation and assistance for, and control of, the defense (including the compromise or settlement) thereof and (ii) Licensee causes any relevant Licensee Indemnified Party to cooperate fully and furnish such

records as may be reasonably requested by Licensor in connection with such Claim, and to use commercially reasonable efforts to negotiate and enter into a common interest/joint defense agreement through which the Parties may share information under privilege. Licensor shall not settle or compromise any such Claim in any manner which would have a material adverse effect on Licensee's interests without the prior written consent of Licensee.

- 12.2. Notwithstanding the foregoing, Licensor shall have no obligation hereunder to indemnify, defend or hold harmless Licensee, or to pay any resulting Losses, including settlement amounts with respect to any Claims, if Licensee is not in compliance with the terms of this Agreement, or (i) to the extent related to (A) modification of the Software or Documentation (except by Licensor or with Licensor's prior written consent); (B) a combination of the Software or Documentation with any third party software or item, as applicable, not provided or approved by Licensor, or any use of the Software or Documentation on or with third party hardware or software, (C) use of the Licensed Products in violation of this Agreement; (D) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement, if a non-infringing functionally equivalent replacement has been provided; (E) for any materials, intellectual property or other instructions not provided by Licensor or (ii) to the extent that, due to any act or omission of any Licensee Indemnified Party or any third party, the applicable damages that are the subject of the Claim exceed the damages that would have been awarded against Licensor had Licensor been the sole party charged in such Claim. In connection with the foregoing, Licensor shall have a right of contribution against Licensee.
- 12.3. In the event Licensee's right to use the Software or Documentation under this Agreement is, or in Licensor's opinion is likely to be, subject to a Claim, then Licensor shall, at its sole option and expense, either (i) procure for Licensee the right to continue using such Software or Documentation under this Agreement; or (ii) replace or modify such Software or Documentation so that it is non-infringing and substantially equivalent in function to the enjoined Software or Documentation, or (iii) terminate Licensee's rights and Licensor's obligations under this Agreement with respect to such Software or Documentation and refund any amount prepaid by Licensee in connection with the enjoined Software or Documentation.
- 12.4. THIS SECTION 12 SETS FORTH LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO A CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND LICENSOR'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY INFRINGEMENT CLAIMS OR DAMAGES RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY SHALL BE TO INDEMNIFY THE APPLICABLE LICENSEE INDEMNIFIED PARTY PURSUANT TO THE TERMS OF THIS SECTION 12.
13. **Reserved.**
14. **Confidentiality.**
- 14.1. "**Confidential Information**" means all data and information, in whatever form, that is confidential, proprietary or a trade secret of the Licensor (the "**Disclosing Party**") or for which the Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect from unrestricted disclosure by the Licensee (the "**Receiving Party**"). In order for Confidential Information to be protected in accordance with this Agreement, it must be clearly identified as

confidential at the time of disclosure or be reasonably understood by the Parties to be Confidential Information. Without limiting the foregoing and subject to Section 14.4, Licensee acknowledges that the non-public facing portions of the Licensor Products and all tangible embodiments thereof, together with all related materials, copies or derivative versions thereof in any form, constitute Confidential Information of Licensor. Each party shall comply at all times with its obligations under applicable laws pertaining to the protection of personally identifiable information.

- 14.2. For clarity, the nature and scope of the license granted and of the Support Services, do not involve the collection or use by Licensor of any personal information of an individual. If Licensor becomes aware of receiving access to personal information, Licensor shall notify Licensee and cooperate with Licensee in the return or destruction of such personal information.
- 14.3. With respect to any Confidential Information of the Disclosing Party, the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care for the Disclosing Party's Confidential Information that it uses for its own similar Confidential Information, but in no event with less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement; (iv) not divulge the Confidential Information to the Receiving Party's personnel or agents unless such personnel or agents have a need to know such Confidential Information and are bound by confidentiality obligations at least as restrictive as those contained herein; and (v) comply with all applicable laws relating to the privacy, confidentiality and protection of such Confidential Information.
- 14.4. Confidential Information shall not include information that (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party; or (iv) is developed by the Receiving Party independently of and without reference to any part of the Confidential Information.
- 14.5. Notwithstanding anything to the contrary set forth herein, a Receiving Party may disclose Confidential Information of a Disclosing Party if it subject to disclosure under Indiana Access to Public Records Act, Ind. Code § 5-13-2-4, in response to a valid order by a court or other governmental body of the United States or any political subdivision thereof, as otherwise required by law, or as necessary to establish the rights of the Disclosing Party under this Agreement, provided that the Receiving Party provides written notice to the Disclosing Party prior to such disclosure in order to provide the Disclosing Party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information.
15. **Escrow.** Licensor (DivyCloud) currently maintains a pre-existing escrow agreement with its designated escrow agent (the "Escrow Agreement"). Upon reasonable request, so long as Licensee is not in breach of its obligations herein, Licensor may make Licensee a beneficiary of the Escrow Agreement, which would provide for the escrow agent to release to Licensee the source code for the Software if Licensor ceases to do business and has no successor in interest, provided that Licensee has a then-current active and paid-up Subscription.

16. **General.**

- 16.1. This Agreement will be governed by the laws of the State of Indiana. The foregoing shall not prevent either party from seeking injunctive or other equitable relief in any court of competent jurisdiction.
- 16.2. Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose and shall not in any way define or affect the meaning or interpretation of any provision of this Agreement. As used in this Agreement, “including” means “including but not limited to”.
- 16.3. Licensee may extend the benefits of this Agreement to its parent company and any of Licensee’s subsidiaries in which Licensee holds at least 51% interest, provided that Licensee retains responsibility for compliance by its parent and subsidiaries of the terms of this Agreement and is liable for any breach and/or the actions or omissions of them.
- 16.4. This Agreement (including all Attachments and the Order Form), constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Executed counterparts of this Agreement may be delivered by electronic or facsimile transmission with the same effect as if delivered personally. This Agreement may be modified only by a written instrument executed by both Parties.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT A - SERVICE LEVELS

1. DivvyCloud Support provides telephone support, online documentation, and an email/web-based solution for submitting support tickets using support@divvycloud.com. Support tickets are handled based on priority levels as described in Section 2.0. When submitting a case, Customer may select the priority for initial response by logging the support ticket in accordance with the priority guidelines set forth in Section 2.0. When the case is received, DivvyCloud Support may change the priority if the issue does not conform to the criteria for the selected priority and will provide Customer with notice (electronic or otherwise) of such change. DivvyCloud will respond to support requests and will provide workarounds or fixes in accordance with the guidelines set forth in Section 2.

2. Ticket Priority Levels

Ticket priorities are assigned based on the technical importance of the problem related to the Customer's implementation of DivvyCloud's software.

- P1 = Licensed Software is completely inaccessible or the majority of its functionality is unusable.
- P2 = One or more key features of Licensed Software are unusable.
- P3 = Any other case where a Licensed Software feature is not operating as documented.
- P4 = Requests for changes in the way that Licensed Software works, or requests for new features in Licensed Software.

3. Target Fix, Workaround, Escalation and Response Times

Initial Response & Acknowledgment, by case priority	Targeted Fix Date or Workaround, by case priority	Email Status Updates for Open Tickets, by case priority
P1: 4 hours	P1: 1 day	P1: Daily
P2: Next business day	P2: 1 week	P2: Weekly
P3: Two business days	P3: Next release	P3: None
P4: Two business days	P4: At DivvyCloud's discretion	P4: None

4. Authorized Support Point of Contacts ("Support Contacts")

Support will be provided solely to the authorized individual(s) specified by the Customer. DivvyCloud will communicate with those individual(s) when providing support. DivvyCloud strongly recommends that Customer's Support Contact(s) be trained on the Software. The maximum number of authorized Support Contacts is 4 (four). Customer will be asked to designate Customer's authorized support contacts, including their primary email address and phone numbers.

5. Defect Resolution

Should DivvyCloud in its sole judgment determine that there is a defect in the Software, it will, at its option, repair that defect in the version of the Software that Customer is currently using or instruct

Customer to install a newer version of the Software with that defect repaired. DivvyCloud reserves the right to provide Customer with a workaround in lieu of fixing a defect should it in its judgment determine that it is more effective to do so.

6. Support Hours.

Support is provided via telephone and an email/web-based solution for submitting support tickets using support@divvycloud.com. Support will be delivered by a member of DivvyCloud's support team during the hours of operation listed below.

- P1: 24 x 7 (via on-call service)
- P2: Monday through Friday during standard business hours (8 am to 6 pm EST); excluding DivvyCloud holidays
- P3/P4: Monday through Friday during standard business hours (8 am to 6 pm); excluding DivvyCloud holidays

7. Customer's Obligation to Assist.

Should Customer report a purported defect in the Software to DivvyCloud, DivvyCloud may require Customer to provide the following information: (a) a general description of the operating environment, (b) a list of all supporting components, operating systems and networks, (c) a reproducible test case, and (d) any log files, trace and systems files. Customer's failure to provide this information may prevent DivvyCloud from identifying and fixing that purported defect.

8. Software Upgrades and Software End of Life Policy

When available, DivvyCloud provides updates, upgrades, and maintenance releases to Support customers 6-12 times per year. Software comes with a three number version identifier. The first number represents the year of the release, the second number identifies the sequential major release and the third number identifies the maintenance release. DivvyCloud provides full Support, including, when available, bug fixes, only on the current major release and the prior 3 major releases.

9. Account Manager and Engineering Support

Beyond DivvyCloud standard software support, DivvyCloud will provide enterprise account support in the form of an Account Manager and Engineering resources as needed. This will allow DivvyCloud and the customer to continue to collaborate on implementation, roll-out and integration of the DivvyCloud platform, and ensure a high level of project team integration and coordination.

DivvyCloud will assign an Account Manager and make available engineering resources. These support resources will be available via email, phone and dedicated chat channel during regular business hours, as well as during off-hours on a best effort basis. While DivvyCloud strives to provide immediate support to our customers, support requests will be acknowledged at least within one business day. The customer project sponsor and DivvyCloud Account Manager will review the level of support on a regular basis to ensure it meets the customer expectations, and does not exceed the support level defined in this order form. Enterprise Support may scale up and down based on the customer project schedule and support

needs by mutual agreement.

Account Manager: the account manager will interact with customer account stakeholders to ensure DivvyCloud remains aligned with customer project work-streams, milestones, deliverables and processes. The Account Manager will ensure customer support items, questions, enhancement requests and the like are actioned and tracked appropriately, providing regular updates to the customer. Account Manager will coordinate with the customer team in the management of the DivvyCloud platform including support for upgrades, integration of new cloud technologies/services, and other initiatives.

Engineering Support: the engineering support resources will be available to the customer technical team to support the design, development and testing of automation plugins or BOTs. These resources will help ensure the customer quickly gains the development capabilities, core code knowledge, and best practices to leverage the DivvyCloud platform's automation capabilities. Customer users with Developer Licenses will have direct "chat" access to the DivvyCloud engineering support resource(s) for real-time collaboration.

ATTACHMENT B - DEFINITIONS

“**Add-Ons**” means “Plug-ins”, “bots” and applications created by Licensee for use with the Software.

“**Application Extensions**” means a release of the Software that implements a fundamental change in the software system philosophy and/or the software architecture, as determined by Licensor in its sole discretion.

“**Agreement**” means these Terms and Conditions, including the Order Form with DivvyCloud supplier and any Attachments attached to those Terms and Conditions, which are incorporated herein by this reference.

“**Confidential Information**” has the meaning set forth in Section 14.1.

“**Delivery Date**” means the date on which the Software is initially made available to Licensee and thereafter, the date on which each Update or Application Extensions of the Software is first made available to Licensee.

“**Disclosing Party**” has the meaning set forth in Section 14.1.

“**DivvyCloud Technology**” means all of proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Licensee by Licensor in providing the Licensed Products and all audio and visual information, documents, software, products and services contained or made available to Licensee in the course of using the Software.

“**Documentation**” means the specifications and any other documentation relating to the Software, such as user guides and training and installation instructions, whether in print, online, in electronic form or otherwise.

“**Effective Date**” means the effective date of the Agreement, set forth in the Order Form.

“**Excluded Causes**” has the meaning set forth in Section 6.1.

“**License Fee**” has the meaning set forth in Section 8.1.

“**Licensee Data**” means any data or information created by Licensee and/or its Users, including through the Software, and any reports, databases, data queries, responses to data queries, or other output generated by the Software using or based on such data or information or generated by Licensor in the course of providing Services or Software to Licensee, including Add-Ons.

“**Licensor Products**” means the Software and the Documentation.

“**Parties**” means, collectively, Licensor and Licensee.

“**Receiving Party**” has the meaning set forth in Section 14.1.

“**Services**” means Support Services (hereinafter defined) and any custom and professional services (such as installation, implementation, and customization to be provided, as stated in an Order Form with DivvyCloud supplier or otherwise agreed to in writing). Licensor may impose a fee for any Services not specifically identified on the Order Form as being included in the License Fee.

“**SLA**” has the meaning set forth in Section 6.1.

“**Software**” means the DivvyCloud Cloud Management Platform, as further described in the Documentation and also includes Updates and any Application Extensions licensed by Licensee.

“**Term**” means the period of time during which this Agreement is effective, as described in the Order Form.

“**Third Party Terms**” has the meaning set forth in Section 4.

“**Update**” means a release of the Software that does not constitute a New Version, as determined by Licensor in its sole discretion, that is available in non-beta form to Licensee and similar Licensor licensees. An Update may include bug fixes, enhancements (including to the capability of an already partially supported feature).

“**Users**” means those of Licensee’s employees and non-employee personnel, agents, contractors, and others who are authorized.

Exhibit F

Vlocity, Inc. Master Subscription Agreement

This Master Subscription Agreement is between Vlocity, Inc., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, 50th Floor, San Francisco, California 94105 (“Vlocity”) and the customer identified in an Order issued by the Ordering Activity.

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 director indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.

“**Beta Services**” means Vlocity services or functionality that may be made available to Customer to try at its 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 Vlocity from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Customer**” means the customer named above or in an agency Order and any parties identified in the Order Form.

“**Customer Data**” means electronic data and information submitted by or for Customer to the SFDC Platform.

“**Documentation**” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time, provided such modifications do not adversely affect Customer’s rights under this Agreement, accessible via 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.

“**Order Form**” or “**Order**” means an ordering document or online order specifying the Services to be provided hereunder that is entered between Customer and the prime contractor, including any addenda and supplements thereto.

“**Prime Contractor**” means the contractor receiving the Order and payment from the Federal agency.

“**Services**” means the software as a service made available as a managed package installed on Customer’s unique instance of the SFDC Platform and made available online by SFDC via <https://appexchange.salesforce.com/>. “Services” excludes Content.

“**SFDC**” means Salesforce.com.

“**SFDC Platform**” means Customer’s unique instance of the online platform provided by SFDC on which the Services are installed as a managed package.

“**User**” means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Vlocity without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Vlocity at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. VLOCITY RESPONSIBILITIES

- 2.1. **Provision of Services.** Vlocity will (a) make the Services and Content available to Customer pursuant to this Agreement and subject to the Usage Limits on the applicable Order Forms, (b) provide applicable Vlocity standard support for the Services to Customer 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 Vlocity shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by force majeure events as set forth in FAR 52.212-4 and/or circumstances beyond Vlocity’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 Vlocity employees), Internet hosting or other third-party service provider failure or delay, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Vlocity’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the Usage Limits on the applicable Order Form.
- 2.2. **Interaction with Vlocity Services.** The Services operate as a managed packaged installed in Customer’s instance of the SFDC Platform. Customer acknowledges and agrees that Customer Data used in conjunction with such Services will not be stored in or accessed by the Services, but rather will be stored and will persist solely in the SFDC Platform or other systems controlled by Customer. Accordingly, Vlocity shall not be responsible for failure to store, delete, correct, or destroy Customer Data or for any damage or loss to Customer Data.
- 2.3. **Vlocity Personnel.** Vlocity will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Vlocity’s obligations under this Agreement, except as otherwise specified in this Agreement.
- 2.4. **Beta Services.** From time to time, Vlocity may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or noting its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms which must be entered into by someone with authority to bind Customer before Customer may use such Beta Services. Beta Services are not considered “Services” under this Agreement, however, all restrictions, Vlocity reservation of rights and Customer obligations concerning the Services, and use of Content, shall apply equally to Customer’s 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. Vlocity may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Vlocity will have no liability for any harm or damage arising out of or in connection with a Beta Service.
- 2.5. **Responsibility for Transmitted Data.** Vlocity shall have no responsibility or obligations with respect to any content or Customer Data, including any content created by or received from third parties, nor will Vlocity have any responsibility or liability for the deletion of any messages, Customer Data or other communications or other content maintained or transmitted to or from Customer or third parties authorized to do the same by Customer. Specifically, Customer agrees that Vlocity shall not be held responsible for any electronic communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data across networks not owned and/or operated by Vlocity.

3. USE OF SERVICES AND CONTENT

- 3.1. **Subscriptions.** Unless otherwise agreed to by Customer and Vlocity, in writing, (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, (c) each subscription commences upon the earlier of the start date referenced in the order form or the date that the log-in credentials are made available to Customer (“Start Date”), (d) subscriptions are deemed accepted on the Start Date and (e) any added subscriptions will terminate on the same date as the underlying subscriptions.
- 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 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 Customer exceeds a contractual usage limit, Vlocity may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding Vlocity’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Vlocity’s request.
- 3.2. **Customer Responsibilities.** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Vlocity promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations.
- 3.3. **Usage Restrictions.** Customer will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than Customer 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 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 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 Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Vlocity intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in 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-Vlocity 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 Vlocity’s judgment imminently threatens the security, integrity or availability of Vlocity’s services, may result in Vlocity’s immediate suspension of the Services. Vlocity 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. Vlocity’s right of suspension of the Services hereunder is applicable to any violation asserted by Vlocity that is not disputed by Customer. Any dispute regarding any violation of the foregoing is subject to the Contract Disputes Act.
- 3.4. **Removal of Content.** If Vlocity 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, Vlocity may discontinue Customer’s access to such Content through the Services, and/or may notify Customer that it must discontinue all use of such Content, and to the extent not prohibited by law Customer will do so and promptly remove such Content from its systems. If Customer does not take required action in accordance with the above, Vlocity may disable the applicable Content, or Service until the potential violation is resolved. If requested by Vlocity, Customer shall confirm such deletion and discontinuance of use in writing and Vlocity shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable.
- 3.5. **U.S. Government Rights.** The Services and Documentation are “commercial items” as that term is defined at

FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Vlocity provides the Services and Documentation, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Vlocity to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Services and Documentation and return the Services and Documentation and any other software or technical data delivered as part of the Services and Documentation, unused, to Vlocity. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

3.6. **Aggregation.** Notwithstanding any other term of this Agreement, nothing will prevent Vlocity from collecting aggregated and anonymous data resulting from a Reseller or its customers' use of, and engagement with, the Vlocity Service, including but not limited to, as necessary for product development, product enhancement, for marketing purposes, and to prepare reports, monitor the performance of the Vlocity Service, track the success or impact of agreed-to marketing campaigns and other marketing or loyalty initiatives, improve or enhance the Vlocity Service or systems used by Vlocity and its subcontractors to provide the same.

4. **PROFESSIONAL SERVICES.** As mutually agreed by the Parties, and in conjunction with the Services, Vlocity may perform Professional Services, which may include implementation, training, or other consulting services.

4.1. **Professional Services.** Such Professional Services shall be provided under a separately negotiated agreement with Customer.

4.2. **Training Services.** Training or education services shall be provided for a separate fee as specified in an applicable Order Form and as set forth in Attachment A hereto.

5. FEES AND PAYMENT

5.1. **Fees.** Customer will pay all fees specified in Order Forms to the prime contractor. Except as otherwise specified herein or in an Order Form, (i) 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 after the Start Date, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2. **Invoicing and Payment.** Fees will be invoiced in advance by the prime contractor.

5.3. **Overdue Charges.** [RESERVED]

5.4. **Suspension of Service.** [RESERVED]

5.5. **Payment Disputes.** [RESERVED]

5.6. **Taxes.** [RESERVED]

5.7. **Future Functionality.** 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 Vlocity regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Vlocity, its licensors and Content providers reserve all their right, title and interest in and to the Services, Learning Materials and Content, including all their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2. **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of usage limitations of the applicable Order Forms, this Agreement and the Documentation.
- 6.3. **License by Customer to Use Feedback.** Customer grants to Vlocity and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Vlocity's or its Affiliates' services.

7. CONFIDENTIALITY

- 7.1. **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 Customer includes Customer Data; Confidential Information of Vlocity includes the Services and Content; and Confidential Information of each party includes 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.
- 7.2. **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.
- 7.3. **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. The Confidential Information of Vlocity is exempt from release under the Freedom of Information Act pursuant to 5 U.S.C. 552(b)(4) and is subject to the Federal Trade Secrets Act, 18 U.S.C. 1905.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 8.1. **Representations.** Each party represents that it has validly entered this Agreement and has the legal power to do so.
- 8.2. **Vlocity Warranties.** Vlocity warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation (b) it will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies under this Agreement are those described in the "Termination" section below.
- 8.3. **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.

9. INDEMNIFICATION

- 9.1. **Indemnification by Vlocity.** Subject to the limitations imposed by 28 U.S.C. §516, Vlocity will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party’s intellectual property rights (a “**Claim Against Customer**”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Vlocity in writing of, a Claim Against Customer, provided Customer (a) promptly gives Vlocity written notice of the Claim Against Customer, (b) subject to the limitations of 28 U.S.C. §516, gives Vlocity sole control of the defense and settlement of the Claim Against Customer (except that Vlocity may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Vlocity all reasonable assistance, at Vlocity’s expense. If Vlocity receives information about an infringement or misappropriation claim related to a Service, Vlocity may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Vlocity’s warranties under “Vlocity Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer 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 Customer arises from Content, or Customer’s breach of this Agreement, the Documentation or applicable Order Forms. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 9.2. **Customer Infringement and Breaches.** Vlocity will have no liability for any claim, demand, suit or proceeding made or brought against Vlocity by a third party alleging that any Customer Data infringes or misappropriates such third party’s intellectual property rights, or arising from Customer’s use of the Services or Content in breach of the Agreement, the Documentation, Order Form or applicable law.
- 9.3. **Exclusive Remedy.** This Indemnification section states Vlocity’s sole liability to, and the Customer’s exclusive remedy against, Vlocity for any type of claim described in this section.

10. LIMITATION OF LIABILITY

- 10.1. **Limitation of Liability.** 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 TO THE PRIME CONTRACT FOR THE SERVICES IDENTIFIED IN THE AGENCY ORDER 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. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.
- 10.2. **Exclusion of Consequential and Related Damages.** 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.

11. TERM AND TERMINATION

- 11.1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 11.2. **Term of Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form.
- 11.3. Terminations resulting from a dispute between the parties shall be subject to resolution under the Contract Disputes Act, 41 U.S.C. §§ 601-613.

12. Dispute Resolution. A.) Should any disputes arise with respect to this Contract, Vlocity and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. B.) Vlocity agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should Vlocity fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or Vlocity as a result of such failure to proceed shall be borne by Vlocity, and Vlocity shall make no claim against the State for such costs. C.) If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate. D.) The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Vlocity of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Vlocity to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein. E.) With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner. F.) This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where the dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

12.1. **Refund or Payment upon Termination.** [RESERVED]

12.2. **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Removal of Content," "U.S. Government Rights," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

13. GENERAL PROVISIONS

- 13.1. **Export Compliance.** The Services, Content, other Vlocity technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Vlocity and Customer each represents that it is not named 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 Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.
- 13.2. **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.
- 13.3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Vlocity and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter as between Vlocity and Customer. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is between Customer and the prime contractor and nothing in this Agreement modifies Customer's terms and conditions with the prime contractor. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule or addendum to this Agreement, (2) the body of this Agreement, and (3) the Documentation.
- 13.4. **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.
- 13.5. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 13.6. **Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement 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 termination or an indemnifiable claim ("Legal Notices"), the day of sending by email. Notices to Vlocity will be addressed to the attention of the General Counsel at Salesforce Tower, 415 Mission Street, 50th Floor, San Francisco, California 94105, or via email to legal@vlocity.com. Notices to Customer will be addressed to the Contracting Officer identified on the agency Order to the prime contractor.
- 13.7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.8. **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.
- 13.9. **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 in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, any assignment by Vlocity of this Agreement must comply with the requirements of FAR 42.12. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.10. **Governing Law.** This contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suite, if any, must be brought in the State of Indiana.
- 13.11. **Venue.** [RESERVED]

Attachment A

This Agreement as supplemented and amended by this Attachment A governs access to and use of the Vlocity Training Services, including on-site and virtual training classes, online learning materials, learning modules and any online accounts, materials, policies, services, benefits or communications provided or made available to Customer's employees and contractors (collectively, the "**Learning Materials**").

1. **Vlocity Learning Materials.** Subject to the terms of this Agreement and the applicable Order Form, Customer Users are entitled to attend, access and use the Vlocity Learning Materials purchased by Customer pursuant to an Order Form or otherwise made available in connection with the Services.
2. **Learning Services.** As part of the Learning Materials, and subject to this Agreement, Vlocity may make available the Vlocity online industry vertical application (the "**Learning Services**") within a complimentary Salesforce.com account for a limited period of time (e.g., 30 days) to be used by Customer Users in connection with and as part of the Learning Materials. Notwithstanding anything to the contrary, the Learning Services are provided "as is" with no warranty. Any data entered into the Learning Services, and any customizations made to the Learning Services, during Term will be permanently modified or lost upon termination of each Learning Services instance. The Learning Services may not be used for production purposes and only with dummy data. For clarification, the Learning Materials includes the Learning Services but does not include certification testing or rights, which are provided pursuant to separate terms to individual applications.
3. **Virtual Training.**
 - a. **Modification, Cancellation and Expiration.** Requests to cancel or modify scheduled training must be received in writing. At Vlocity's sole discretion, and based on availability, the training may be rescheduled for a future date within 90 days. A rescheduling fee of 25% will apply. Training Services must be used within one (1) year after purchase or as otherwise set forth in an Order Form.
 - b. **Virtual Training Inclusions.** Fees for virtual Training Services (delivered online) include the following as appropriate for the specified class agenda:
 - i. Online Meeting Space (GoToMeeting or Equivalent)
 - ii. Electronic access to Vlocity course materials for each attendee
 - iii. 180-day access to a Learning Services instance for each attendee
 - iv. Access to the Vlocity quiz and exam system for each attendee
4. **Limited Rights; Restrictions.** The Learning Materials are Vlocity's Confidential Information and may not be used for any benchmarking or other competitive purposes. Copying, redistribution, use, display, or publication by you of any part of the Learning Materials is strictly prohibited. You may not: (i) access or use the Learning Materials in any manner that could damage, disable, overburden, or impair any Vlocity accounts, computer systems, or networks; (ii) attempt to gain unauthorized access to any parts of the Learning Materials or any accounts, computer systems, or networks; or (iii) interfere or attempt to interfere with the proper working of the Learning Materials, or any accounts, computer systems, or networks.
5. **Changes.** Vlocity may, from time to time and in its sole discretion, modify or discontinue the Learning Materials, including without limitation terminate access to the Learning Services.

Disclaimers. THE LEARNING SERVICES PROVIDED OR MADE AVAILABLE BY VLOCITY PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND.