Appendix G- SalesForce License Terms

---Product Terms---

Only Services that are identified by SKU in the Government Cloud Plus Products list, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article attached identifies “Interoperable (but not authorized)” products and features which are compatible with Government Cloud Plus Products. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide on the Compliance Website to assist with the setup and configuration process. “Org” means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the “Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that interoperate with the Customer’s Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Plus Org.

Government Cloud Plus: The Government Cloud Plus subscription: provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors.

Emergency Program Management: In order to access Emergency Program Management Services, Customer’s system administrator must first install the managed package within their Salesforce instance.

Public Sector Foundation: In order to access Omnistudio features and functionality, Customer’s system administrator must first install the latest OmniStudio managed package within their Salesforce instance.

Salesforce Shield In order to use the Data Detect features, Customer’s system administrator must first install the managed package within their Salesforce instance.

SFDC TERMS OF USE

June 2025

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, nonproduction, 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 entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of these TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

"**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 and its usage guides and policies.

"**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, Mulesoft Anypoint Exchange or the Heroku Elements Marketplace located.

"**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 the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

"**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 purchased by Customer 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 the IFB.

2.3. **Customer Responsibilities** Customer will (a) be responsible for Users' compliance with the TOU (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 Acceptable Use and External Facing Services Policy, 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 and has otherwise agreed to. Customer's use of the Services remains subject to SFDC's standard policies then in effect and applicable to the Services generally, including those governing acceptable use, security, and data handling, copies of which will be made available to Customer upon written request. 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.

2.4. **Usage Restrictions.** Customer will not k n o w i n g l y a n d w i l l i n g l y (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 (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 (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 (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. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion.

2.7 AI/ML model training restrictions. The Services may contain predictive AI and/or generative AI functionality. SFDC uses Customer Data to train predictive AI models as described in the Einstein and Data Usage documentation. Therefore, pursuant to Category Attachment Code: F, Information Technology, incorporated via Refresh Number 0026, which states:

- "*AI/ML model training restrictions: The use of Government data for the purpose of training artificial intelligence/machine learning models and systems is prohibited without explicit written authorization from the ordering activity contracting officer.*
- *Definition: Government data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business",* procurement of Services or enablement of features that use Government data that constitutes Customer Data for the purposes of training predictive artificial intelligence/machine learning models and systems constitutes explicit written authorization from the applicable ordering activity contracting officer. Notwithstanding anything to the contrary herein or in the Order Form or Product Terms Directory, Customer may opt out of the use of its Customer Data for training global predictive models on an individual Org or EID basis, via the procedure described in the Documentation, for the features and Services identified in the Documentation, as applicable. Once Customer has opted an individual Org or EID out of global models, SFDC will not train models that will be shared with other customers on Customer Data submitted to the applicable features and Services without Customer's consent. SFDC will not use Customer Data to train generative AI models unless Customer (or Reseller on Customer's behalf) provides affirmative opt-in consent via the procedure described in the Documentation, and such consent by Customer e constitutes explicit written authorization from the applicable ordering activity contracting officer.

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 nonSFDC 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 NonSFDC 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 these TOU.

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 provided such feedback is not attributed to Customer.

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4.5. **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 Customer has made 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.

4.6. **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.

4.7. 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.

5. 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, OR FITNESS FOR A PARTICULAR PURPOSE , TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

6. 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. NOTWITHSTANDING THE FOREGOING, CARAHSOFT REMAINS LIABLE, WITHOUT MONETARY LIMITATION, FOR DIRECT DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY OF ANY KIND ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER TORT OF CARAHSOFT, ITS OFFICERS, EMPLOYEES OR AGENTS.

7. GENERAL

7.1. **Notice.** Any notices that SFDC is required to provide to customers shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the

circumstances and designated contact information for notices available to SFDC in the Services.

7.2. **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 in violation of any U.S. export law or regulation.

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

7.4. **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.

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

7.6. **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.

7.7. **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.