



MASTER SUBSCRIPTION AGREEMENT

Customer Full Legal Name:	Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens' Services
Customer Address:	PO Box 9412 Stn Prov Govt 1 st Floor/E123-4000 Seymour Place Victoria, BC V8W 9V1

This Master Subscription Agreement ("Agreement") is between **salesforce.com Canada Corporation**, a Nova Scotia corporation with offices at 10 Bay Street, Suite 400, Toronto, Ontario M5J 2R8 ("SFDC") and the party named above. This Agreement is effective as of the later of the dates beneath the parties' signatures below (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"Affiliate" means in the case of SFDC any entity which directly or indirectly controls, is controlled by, or is under common control with SFDC and, in the case of the Customer, means any ministry as may be renamed, continued or changed from time to time that is part of Her Majesty the Queen in right of the Province of British Columbia. "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.

"AppExchange" means the online directory of applications that interoperate with the Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

"Customer" means the customer named above and its Affiliates.

"Customer Data" means all electronic data or information submitted by Customer (including by any User) to the Services.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-SFDC Applications" means online applications and offline software products that are provided by entities or individuals other than SFDC and are clearly identified as such, and that interoperate with the Services, including but not limited to those listed on the AppExchange and those identified as Force.com Labs or by a similar designation.

"Order Forms" means the documents for placing orders hereunder that are entered into between Customer and SFDC or any of its Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Services" means the products and services that are ordered by Customer under an Order Form and made available by SFDC online via the customer login link at <http://www.salesforce.com> and/or other web pages designated by SFDC, including associated offline components, as described in the User Guide. "Services" exclude Non-SFDC Applications. As of the date hereof, the Services contain the features described in the datasheets attached as Exhibit B.

"User Guide" means the online user guide for the Services, accessible via login at <http://www.salesforce.com>, as updated from time to time.

"Users" means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Customer (or by SFDC at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SERVICES

- 2.1 **Provision of Services.** SFDC shall make the Services available to Customer pursuant to this Agreement and the applicable Order Forms during each subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by SFDC regarding future functionality or features.
- 2.2 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 2.3 **SFDC Responsibilities.** SFDC shall: (i) provide SFDC basic support for the Services to Customer at no additional charge, and/or upgraded support if purchased, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific time), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving SFDC employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 2.4 **SFDC Protection of Customer Data.** SFDC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and shall fulfill in respect of Customer Data all of SFDC's obligations under Canada's *Personal Information Protection and Electronic Documents Act* or British Columbia's *Freedom of Information and Protection of Privacy Act*, ("FOIPPA") as applicable. SFDC shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.
- 2.5 The parties agree that Customer and SFDC are subject to FOIPPA which requires that "personal information" that is "in the custody or under the control of a public body" within the meaning of FOIPPA and which Customer may wish to submit to the Services as Customer Data may not be stored or accessed outside of Canada, except in limited circumstances. Customer acknowledges that SFDC has personnel and data location facilities outside of Canada which access and store Customer Data and that such Customer Data may include personal information if personal information is submitted to the Services by or for Customer other than by way of the Data Residency Option (DRO) available from SFDC. It is the sole responsibility of the Customer to determine if the submission of personal information to the Services as Customer Data complies with FOIPPA and to use the Services in a manner which complies with FOIPPA, including determining whether a detailed written agreement to protect the privacy of such information is required. Without limiting SFDC's obligations to comply with the Act, any act or omission by the Customer in its use of the Services in a manner which Customer knows or ought to know will cause SFDC to breach the requirements of FOIPPA applicable to SFDC as a service provider shall not be the responsibility of SFDC. For the avoidance of doubt, any act or omission by SFDC in its provision of the Services that is in breach of the MSA shall not be the responsibility of the Customer and shall be the sole responsibility of SFDC.
- 2.6 **Breaches.** Without limiting any requirement by law, if SFDC discovers or reasonably suspects that access to or disclosure of Customer Data has occurred without Customer authorization, SFDC shall promptly notify Customer (or its Office of the Chief Information Officer by following the procedure for reporting and managing information incidents on the Web site of the Office of the Chief Information Officer at <http://www.cio.gov.bc.ca>) and, in the event SFDC or its agents (either singly or collectively) are the sole cause of any security breach of Customer Data, use commercially reasonable efforts to remediate the breach.
- 2.7 **Audit.** Following any notice from SFDC to Customer of an actual or reasonably suspected unauthorized disclosure of Customer Data or upon Customer's reasonable belief that SFDC is not in compliance with its security policies and procedures under the Agreement regarding Customer Data or if, in Customer's opinion, such audit is required for regulatory or government policy reasons, Customer may conduct, either itself or through a third party independent contractor selected by Customer at Customer's expense, an on-site audit and review of SFDC's architecture, systems and procedures used in connection with the Service. Such audit and review shall be conducted up to one time per year, with one week's advance notice. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to SFDC and shall be of reasonable duration and shall not unreasonably interfere with SFDC's day-to-day operations. In the event that Customer conducts an audit through a third party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect SFDC's proprietary information. Customer must promptly provide SFDC with information regarding any non-

compliance discovered during the course of an audit. If an audit requires the equivalent of more than one business day of time expended by an SFDC employee, Customer agrees to reimburse SFDC for any additional time expended at SFDC's then current professional services rates.

- 2.8 Customer Responsibilities.** Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which it acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any applicable law, including Canada's *Personal Information Protection and Electronic Documents Act* and/or other applicable privacy legislation, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3. NON-SFDC PROVIDERS

- 3.1 Acquisition of Non-SFDC Products and Services.** SFDC or third parties may from time to time make available to Customer (e.g., through the AppExchange) third-party products or services, including but not limited to Non-SFDC Applications and implementation, customization and other consulting services. Any acquisition by Customer of such non-SFDC products or services, and any exchange of data between Customer and any non-SFDC provider, is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support non-SFDC products or services, whether or not they are designated by SFDC as "certified" or otherwise, except as specified in an Order Form. Subject to the "Integration with Non-SFDC Applications" section below, no purchase of non-SFDC products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 3.2 Non-SFDC Applications and Customer Data.** If Customer installs or enables Non-SFDC Applications for use with Services, Customer acknowledges that SFDC may allow providers of those Non-SFDC Applications to access Customer Data as required for the interoperation and support of such Non-SFDC Applications with the Services. SFDC shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Non-SFDC Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-SFDC Applications for use with the Services.
- 3.3 Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Non-SFDC Applications from their providers. If the provider of any such Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features on reasonable terms, SFDC may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. FEES AND PAYMENT

- 4.1 Fees.** Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. The pricing on any Order Form will be as set out in the Pricing Addendum attached to and forming part of this Agreement as Exhibit A.
- 4.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SFDC and notifying SFDC of any changes to such information.
- 4.3 Overdue Charges.** If any amounts invoiced hereunder are not received by SFDC by the due date, then at SFDC's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) SFDC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 4.4 Suspension of Service.** If any charge owing by Customer is 30 days or more overdue, SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided SFDC has given Customer 10 or more days' prior notice that its account is overdue in accordance with the "Notices" section below.

- 4.5 **Payment Disputes.** SFDC shall not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6 **Taxes.** Unless otherwise stated, SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to GST, sales, use, value-added, or withholding taxes, assessable by any local, state, provincial, territorial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.
- 4.7 The Customer's obligation to pay money to SFDC is subject to the *Financial Administration Act* (British Columbia), which makes an obligation to pay money for the Services subject to an appropriation being available in the fiscal year of Customer during which payment becomes due. In case of Customer not being able to make payment when due as a result, Customer may terminate the affected Order Forms or this MSA and all its Order Forms with thirty days' notice to SFDC. In the event of such termination, SFDC and Customer shall have no further obligation under the terminated MSA or applicable Order Forms beyond Customer's full payment of fees for the period up to and through the date of termination..

5. PROPRIETARY RIGHTS

- 5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2 **Restrictions.** Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as permitted herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 **Customer Applications and Code.** If Customer, a third party acting on Customer's behalf, or a User creates applications or program code using the Services, Customer authorizes SFDC to host, copy, transmit, display and adapt such applications and program code, solely as necessary for SFDC to provide the Services in accordance with this Agreement. Subject to the above, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 **Customer Data.** Subject to the limited rights granted by Customer hereunder, SFDC acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.
- 5.5 **Suggestions.** SFDC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

6. CONFIDENTIALITY

- 6.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential 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 shall include Customer Data; Confidential Information of SFDC shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall 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.
- 6.2 **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to 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, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and, in the case of contractors or agents who have signed confidentiality agreements with the Receiving Party

containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

- 6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 such Confidential Information. Nothing in this section is to be construed as fettering the discretion of the Customer, including any power or duty exercisable under the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("FOIPPA"). SFDC reserves all of its rights under FOIPPA or otherwise at law to challenge or protest any access to information request for SFDC's Confidential Information under that Act.

7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 7.1 **SFDC Warranties.** SFDC warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to the "Integration with Non-SFDC Applications" section above, the functionality of the Services will not be materially decreased during a subscription term, and (iv) it will not transmit Malicious Code to Customer, provided it is not a breach of this subpart (iv) if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.
- 7.2 **Customer's Warranties.** [Intentionally left blank.]
- 7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 7.4 **Non-GA Services.** From time to time SFDC may invite Customer to try, at no charge, SFDC products or services that are not generally available to SFDC customers ("Non-GA Services"). Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. SFDC may discontinue Non-GA Services at any time in its sole discretion and may never make them generally available.

8. MUTUAL INDEMNIFICATION

- 8.1 **Indemnification by SFDC.** SFDC shall defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (a) promptly gives SFDC written notice of the Claim Against Customer, (b) gives SFDC sole control of the defence and settlement of the Claim Against Customer (provided that SFDC may not settle or defend any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) provides to SFDC all reasonable assistance, at SFDC's expense. In the event of a Claim Against Customer, or if SFDC reasonably believes the Services may infringe or misappropriate, SFDC may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching SFDC's warranties under "SFDC Warranties" above, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's User subscriptions for such Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- 8.2 **Indemnification by Customer.** Customer shall defend SFDC against any claim, demand, suit or proceeding made or brought against SFDC by a third party alleging that the Customer Data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against SFDC"), and shall indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a court-approved settlement of, a Claim Against SFDC; provided that SFDC (a) promptly

gives Customer written notice of the Claim Against SFDC, (b) gives Customer sole control of the defence and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (c) provides to Customer all reasonable assistance, at Customer's expense.

- 8.3 **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

9. LIMITATION OF LIABILITY

- 9.1 **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE GREATER OF CAD500,000 OR THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

- 9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

- 10.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 **Term of User Subscriptions.** User subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. User subscriptions shall not automatically renew.
- 10.3 **Termination for Cause.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 **Refund or Payment upon Termination.** Upon any termination for cause by Customer, SFDC shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by SFDC, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.
- 10.5 **Return of Customer Data.** Upon request by Customer made within 30 days after the effective date of termination, SFDC will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, SFDC shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.
- 10.6 **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Customer Data," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

- 11.1 **Trade Compliance.** The Services, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of Canada, the United States and other jurisdictions. SFDC represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a country on Canada's *Area Control List* under Canada's *Export and Import Permits Act*, in a country subject to a U.S. embargo, by persons or entities prohibited from receiving U.S. exports, or in violation of any U.S. or Canadian export law or regulation.

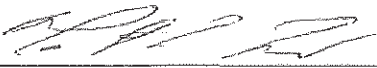
- 11.2 Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a SFDC employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify SFDC's Legal Department (legalcompliance@salesforce.com).
- 11.3 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.
- 11.4 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 11.5 Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("Legal Notices"), the first business day after sending by email. Notices to SFDC shall be addressed to the attention of its VP, Worldwide Sales Operations, with a copy to its General Counsel, at salesforce.com, inc., The Landmark at One Market, Suite 300, San Francisco, California 94105, USA; fax (415) 901-7040. Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall be addressed to Customer and be clearly identified as Legal Notices. All other notices to Customer shall be addressed to the relevant Services system administrator designated by Customer.
- 11.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 11.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 11.8 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party and the Customer may assign any of its rights or obligations hereunder, in entirety or in part, without consent of SFDC by operation of law, provided such assignment is not to a direct competitor of SFDC. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, SFDC shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.9 Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the Province of Ontario, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 11.10 Venue.** The provincial and federal courts located in Toronto, Ontario shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.
- 11.11 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes the terms of any online Master Subscription Agreement electronically accepted by Customer. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 11.12 Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

[Signatures next page.]

The parties' authorized signatories have duly executed this Agreement as of the Effective Date:

SALESFORCE.COM CANADA CORPORATION

**CUSTOMER: Her Majesty the Queen in right of the
Province of British Columbia, as represented by the Minister of
Technology, Innovation and Citizens' Services**

By: 

By: 

Print Name: Matthew Fagan
Manager, Sales Ops. - Enterprise Sales

Print Name: STU HACKETT

Title: _____

Title: A/ADM TSD

Date: 9/13/13

Date: Sept 24/13

In case of proceedings, refer to *Crown Proceedings Act*
(British Columbia) as may be amended or replaced from time
to time

Exhibit A
Pricing Addendum

The following terms and conditions set forth in this Pricing Addendum shall govern the fees applicable to certain products within the Services as may be ordered under the Agreement.

1. Term. The term of this Pricing Addendum shall commence on the Effective Date and expire in 36 months on the anniversary date of the Effective Date (the "Discount Pricing Term").
2. Discount Pricing. Customer (and Affiliates as set forth in Schedule 1 hereto) (as set forth in Schedule 1 hereto) may purchase User subscriptions at the discount pricing indicated in Table 1 ("Discount Pricing") during the Discount Pricing Term; provided that each Order Form placed by Customer (or Affiliate) hereunder has:
 - a. An Order End Date which coincides with the expiration date of the Discount Pricing Term;
 - b. a reference to (i) this Pricing Addendum and (ii) the Master Subscription Agreement under which it is governed.
3. Existing User Subscriptions. Under no circumstances shall any existing User subscriptions under an Order Form which was executed prior to the start date of the Discount Pricing Term be subject to re-pricing as a result of the discount offering described herein.
4. Initial Provisioning of Users. Customer shall purchase and SFDC shall provision the User subscriptions under the Order Form associated with Quote Q-1549934. This Pricing Addendum shall be effective only if Customer concurrently executes and delivers to SFDC such Order Form. In the event Customer does not execute and deliver such Order Form on or prior to the commencement of the Discount Pricing Term, then this Pricing Addendum shall be null and void.
5. Customer (and Affiliates) may purchase products at discounted rates in accordance with Table 1 below.

Table 1 Product Discounts

Services	Enterprise Edition-- Price per User per Year
Service Cloud	\$907.20
Service Cloud Knowledge Plus	\$1980.00
Chatter Plus	\$162.00
Support Services	Enterprise Edition, per year
Premier Success Plan	15% of the net price of the spend
Premier Plus Success Plan	25% of the net price of the spend
Additional Products	Enterprise Edition, per year
Sandbox (Configuration)	5% of net price of spend
Sandbox (Full Copy)	20% of net price of spend
Data Residency Option (DRO) ¹	15% of net price of spend

Note 1. DRO must include Premier or Premier Plus Support Plan.

All fees are quoted on an annual basis, unless otherwise indicated, and in Canadian Dollars,.

Edition descriptions, comparisons and features can be found in Exhibits B and C.

Product specific terms may apply as set forth in the applicable Order Form.

6. Conflict between Order Form and Pricing Addendum. Any Order Forms under this Pricing Addendum shall specifically reference (i) this Pricing Addendum and (ii) the Master Subscription Agreement under which it is governed. SFDC and Customer

(or Affiliate, as applicable) shall use reasonable efforts to ensure that the pricing in each Order Form before they enter reflects the correct pricing in accordance with this Pricing Addendum. SFDC shall use reasonable efforts to ensure that the pricing in each Order form reflects the correct pricing in accordance with this Pricing Addendum. However, Customer (or Affiliate) is responsible for confirming the accuracy of such pricing prior to signing each Order Form. Once Customer (or Affiliate) signs an Order Form, the pricing quoted in the Order Form shall be binding as to the subscriptions ordered under such Order Form, even if the pricing in the Order Form conflicts with this Pricing Addendum. In no event shall Customer (or Affiliate) be entitled to a refund, credit, adjustment or other remedy based on any such conflict. Invoices should be sufficiently detailed to enable Customer (or Affiliate) to verify the accuracy of pricing.

7. Non-applicability to Online Orders. In no event shall the pricing set forth in this Pricing Addendum apply to any order entered through any ordering process or procedure that is solely online or web-based.

Schedule 1 to Exhibit A
Affiliates

Any ministry as may be renamed, continued or changed from time to time that is part of Her Majesty the Queen in right of the
Province of British Columbia, which at the Effective Date are the Ministries of:

Aboriginal Relations and Reconciliation
Advanced Education
Agriculture
Children and Family Development
Community, Sport and Cultural Development
Education
Energy and Mines
Environment
Finance
Forests, Lands and Natural Resource Operations
Health
International Trade
Jobs, Tourism and Skills Training
Justice
Natural Gas Development
Social Development and Social Innovation
Technology, Innovation and Citizens' Services
Transportation and Infrastructure

EXHIBIT B

PRODUCT DESCRIPTION AND COMPARISONS

Definitive product descriptions of the functionality of the Services is as described in the User Guide however for the parties' convenience, the following is a summary of the named products.

Service Cloud Edition Comparison

Feature	Professional	Enterprise	Unlimited
Agent console & customizable layouts	✓	✓	✓
Analytics snapshots	✓	✓	✓
Asset management & product tracking	✓	✓	✓
Auto suggested solutions	✓	✓	✓
Case auto assignment	✓	✓	✓
Case email auto-response	✓	✓	✓
Case escalation rules & queues	✓	✓	✓
Case management & history tracking	✓	✓	✓
Case team collaboration	✓	✓	✓
Chatter Collaboration	✓	✓	✓
Contact management	✓	✓	✓
Crowd sourced answers & ideas	✓	✓	✓
Customizable dashboards & reports	✓	✓	✓
Email & templates & tracking	✓	✓	✓
Email integration (Outlook, Gmail)	✓	✓	✓
Google Apps integration	✓	✓	✓
Integrated content libraries	✓	✓	✓
Mobile access	✓	✓	✓
Multi-channel solutions	✓	✓	✓
Partner collaboration (Salesforce to Salesforce)	✓	✓	✓
Role permissions	✓	✓	✓
Task & activity tracking	✓	✓	✓
Web & email case capture	✓	✓	✓
Offline access	\$	✓	✓
Profiles & page layouts	\$	✓	✓
Mobile customization & administration	\$	✓	✓
CTI integration		✓	✓
Enterprise analytics		✓	✓
Enterprise Reporting		✓	✓
What If Modeling		✓	✓
Advanced Filters		✓	✓
Field service management**		✓	✓
Force.com code (Apex) & pages (Visualforce)		✓	✓
Integration via Web services API		✓	✓
Knowledge usage analytics†		✓	✓
Custom websites		✓	✓
Record types		✓	✓
Rich knowledge article templates*		✓	✓
Salesforce for Twitter & Facebook**		✓	✓
Service escalations		✓	✓
Visual SLA timelines		✓	✓
Visual workflow		✓	✓
Workflow & approval automation		✓	✓
24/7 toll-free support	\$	\$	✓
100+ administration services	\$	\$	✓
Unlimited online training	\$	\$	✓
Knowledge base		\$	\$
Live Agent Web Chat		\$	\$
Service Cloud portal		\$	\$
Developer sandbox		1 Included	15 Included
Configuration-only sandbox		\$	5 Included
Full sandbox environment for testing		\$	1 Included
Data storage (1GB minimum for all editions) †	20GB per user	20GB per user	120GB per user
File storage (11GB minimum for all editions) †	612MB per user	612MB per user	612MB per user
Maximum custom applications	5	10	Unlimited
Maximum custom tabs	10	25	Unlimited
Maximum custom objects	50	200	2,550

✓ = Included in base user license \$ = Additional fee applies

* Included with the knowledge base add-on

** Available as a downloadable application via the AppExchange

† All editions have a minimum of 1GB of data and 11GB of file storage shared by all users. Additional storage is available on a per-user basis for each edition.

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For More Information
Contact your account executive to learn
how we can help you accelerate your
CRM success.

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Chatter Edition Comparison

Feature	Chatter Free	Chatter Plus	Chatter in the Sales Cloud, Service Cloud, & Force.com
Chatter tab	✓	✓	✓
Chatter desktop client	✓	✓	✓
Chatter mobile application	✓	✓	✓
Feeds	✓	✓	✓
File sharing	✓	✓	✓
Groups	✓	✓	✓
Invitations	✓	✓	✓
Profiles	✓	✓	✓
Recommendations	✓	✓	✓
Status updates	✓	✓	✓
Accounts & contacts*		read only	✓
Calendar & events		✓	✓
Content library		✓	✓
Ideas & answers		✓	✓
Reports & dashboards*		✓	✓
Tasks & activities		✓	✓
Workflow & approval submission		✓	✓
Custom apps*	0	1	Varies by edition
Custom objects*	0	10	Varies by edition
Data storage (1GB shared by org)**	1GB shared by org	120MB	Varies by edition
File storage (11GB shared by org)**	11GB shared by org	1612MB	Varies by edition

✓ = Included in base user license

* = For Sales Cloud or Service Cloud customers with Professional Edition, new Chatter users will not have access to accounts, contacts, and custom objects unless they have the profiles and page layouts add-on product previously enabled.

** = All editions have a minimum of 1GB of data and 11GB of file storage shared by all users. Additional data storage is available on a per-user basis for Chatter Plus, Sales Cloud, Service Cloud, and Force.com editions, depending on the number of users.

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For More Information

Contact your account manager to learn how we can help you accelerate your CRM success.

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EXHIBIT C
Premier Support for Data Residency Option

General. When purchased, Premier Support for Data Residency Option ("DRO") will be provided to Customer's Users in accordance with this description. Premier Support for DRO does not include the implementation of the Salesforce DRO software product. Rather, Premier Support for DRO is for ongoing support of DRO after DRO has been implemented. Users can submit cases over the Web or by telephone. SFDC will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in SFDC's reasonable determination.

Telephone Support. Telephone support in English is available twenty-four hours a day, seven days a week. Customer may inquire regarding support in other languages. Calls will normally be answered by a triage agent, who will document the case and route it to the appropriate support team for response to Customer.

Main toll-free Customer Support telephone numbers are as follows. A complete list is available on the Help & Training website at <https://help.salesforce.com/apex/HTViewSolution?id=000001000>:

- ☐ United States: +1-866-614-7375
- ☐ Ireland: +353-1-440-3590
- ☐ Australia: 1-800-789-984

Submitting a Case. Users may submit a case in any of the following ways:

1. In the Services by logging in, clicking "Help & Training," clicking "Contact Support," and clicking "Open a Case," then providing the requested information and clicking "Submit." Cases are priority-routed to the appropriate support teams.
2. By telephone call to Customer Support as described above. *For Severity Level 1 issues, Customer must call Customer Support.*

Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number.

Severity Levels. Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the User at time of case submission, and will be updated by SFDC as follows:

Severity Level	Description
Level 1 – Critical	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
Level 3 – High	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Target Initial Response Time. SFDC will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case.

Target Initial Response Time by Case Severity

Severity Level	Target Initial Response Time
1	1 hour ¹
2	2 hours ¹
3	4 business hours ²
4	8 business hours ²

Note1: Severity Level 1 and 2 target initial response times are 24x7, including weekends and holidays. Severity Level 1 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email.

Note 2: Severity Level 3 and 4 target initial response times include local business hours only and exclude weekends and holidays, and do not apply to cases submitted via e-mail.

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

Cooperation. SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their DRO servers for troubleshooting purposes.

Excluded Items. Premier Support for DRO does not include:

- ☐ Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- ☐ Assistance with the implementation of DRO;
- ☐ Assistance with installation or configuration of non-SFDC software or hardware, including computers, hard drives, networks or printers; or
 - Assistance or support for any product other than DRO.

Changes to Premier Support for DRO. SFDC may modify Premier Support for DRO from time to time, provided the level of service will not materially decrease during a subscription term.

APPROVAL TO CONTRACT REQUEST

CLIFF #:

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the business need to procure services from an external provider. Pre-approval is required by the deputy minister for all contracts where the expected value is \$25,000 or greater. Contract procurement will be in compliance with government and ministry policy. This form must be completed and pre-approved prior to any discussion with or commitment to the vendor unless this is an emergency. The original completed and signed form must be retained in the program contract file.

Send completed form(s) to FSAHELP for routing and approval processing.

CONTRACT INFORMATION

Ministry: Technology, Innovation and Citizens Services

Program Area: IMB

Contract Manager Name and Phone #: Ken Brandt 250-380-8161

STOB Budget:

STOB Expenditures to Date:

Contract Value: \$25,000

Term: Sept 12, 2013- Sept 11, 2014

STOB: 6330

☒ New☐ Renewal/Extension

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).

6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

DESCRIPTION OF SERVICES/PURPOSE REQUIRED

1 Describe the services/purpose of need?

The contract provides annual licenses for Salesforce software to be used for a Customer Relation Management System.

2 If required to fulfill legal or formal provincial commitment please indicate:

No.

3 Why could staff resources not fill the need?

This is a software license agreement and has no impacts on staffing.

4 Procurement method to be used? (if a direct award is anticipated, complete FIN FSA 052 & send with Approval to Contract Request)

RFP

IMPACT ON PROGRAM DELIVERY IF NOT APPROVED

1 Describe the impact

MTIC requires a cloud-based Customer Relationship Management (CRM) solution to be used initially by a Client Services Branch in IWS. If the solution proves to be successful we may elect to expand its use elsewhere in the Ministry or to other ministries. A government wide discount pricing has been negotiated with the vendor.

PRE-APPROVALS

Exp. Auth. Name: *KEN BRANDT* Corinne TimmermannADM Name: *Bette Jo Hughes* *Stu Hackett*

Signature & Date

13 Sep. 13

Signature & Date

EFO Name: :

Deputy Minister Name:

Signature & Date

Signature & Date



**Ministry of
Finance**

Risk Management
Branch and
Government Security
Office

MEMORANDUM

September 12, 2013
INDE 1.0
20140882

Phil Bates
IT Procurement Specialist
Procurement Services, Shared Services BC
Ministry of Technology, Innovation & Citizens' Services
PO Box 9412 Stn Prov Govt
Victoria BC V8W 9V1

Sent via email: Phil.Bates@gov.bc.ca

Re: Indemnity Approval

Pursuant to section 1 of the Guarantees and Indemnities Regulation, BC Reg 258/87, as amended, I, Phil Grewar, Executive Director of Risk Management Branch, of the Ministry of Finance, do hereby give my written assurance that the proposal for the indemnity(s) in the Master Subscription Agreement between Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Technology, Innovation & Citizens' Services and salesforce.com Canada Corporation for data cloud services has been reviewed and accepted by the Risk Management Branch.

Phil Grewar
Executive Director
Risk Management Branch
Ministry of Finance

PJG/CM

Attachment

pc: Teri Lavine
Chief Financial Officer

FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Contracts & Procurement, Financial and Administration Services Branch, Ministry of Labour, Citizens' Services & Open Government.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Salesforce.com Canada Corporation

Req #:

Contract #:

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Salesforce software licenses for Customer Relation Management System.

Term: Sept 12, 2013 - Sept 11, 2014 Rate (per hour or day):

CONTRACT CODING: (if more lines needed attach separate sheet)Complete for Capital Asset Contracts
(STOB 2000):**OFA STOBs:**

2175-Heavy Equipment
2195-Operating Equipment
2215-Office Furniture & Equip.
2275-Mainframe HW & Servers
2281-M/F HW & Servers WIP
2295-PC Hardware
2315-Mainframe Software
2321-Mainframe Software WIP
2335-Major Systems Software
2355-PC Software
2395-Tenant Improvements

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
25,000.00	112	32M18	34103	6330	CRM			
25,000.00	CONTRACT TOTAL							

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

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6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.**Open Process**

- ☒ **Request for Proposal (RFP) (100) RFP # ITP-RFP-11207**
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ **Invitation to Quote (ITQ) (100) ITQ # _____**
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ **Other Open Competitive Process (100)**
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ **Three Verbal or Written Bids (300)**
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ **Direct Invitation to Selected Vendors (300)**
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ **Public Sector Organization (200)**
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ **Sole Source (201)**
The contract is negotiated and directly awarded without competitive process because the ministry can **strictly prove** that only one contractor is qualified. A NOI is not required. **Note:** Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ **Sole Source - Notice of Intent (205) NOI # _____**
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but **cannot strictly prove** that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. **Note:** It is **recommended** that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ **Security, Order, etc. (203)**
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

- ☐ **Emergency (202)**
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ **Confidentiality (204)**
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ **No Justification (206)**
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ **Direct Award - Under \$25,000 (207)**
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ **Selected Vendor From Pre-qualification List (400)**
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ **Purchase from a Corporate Supply Arrangement (500)**
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

- ☐ **Competition Among Vendors on a Pre-qualification List (401)**
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

AGREEMENT ON INTERNAL TRADE (AIT) / NEW WEST PARTNERSHIP TRADE AGREEMENT (NWPTA)

Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

PART 3

☐ Purchase Subject to AIT/ NWPTA (100)

The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/ NWPTA or other category below.

☐ Purchase Not Subject to AIT/ NWPTA (200)

The purchase is for services \$75K or less.

☐ Excluded - Exempted Commodity/Service (300)

The purchase is for services that are exempted from coverage of AIT/ NWPTA or to which the AIT/ NWPTA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).

☐ Excluded - Emergency (400)

A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.

☐ Excluded - Security, Order, etc. (500)

A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/ NWPTA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.

☐ Excluded - Product Compatibility/Exclusive Rights (600)

A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.

☐ Excluded - Procurement of Prototype (700)

The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.

☐ Excluded - Regional/Economic Development (800)

A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/ NWPTA for regional and economic development purposes.

POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments.

YES NO N/A

PART 4

- Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) ☐ ☐ ☒
- As per the AIT/NWPTA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ ☐ ☒
- Program Assistant Deputy Minister (ADM) pre-approval is required for all service contracts that are being directly awarded. Has a Direct Award Form and if applicable a Briefing Note been signed by the ADM for inclusion in the contract file? ☐ ☐ ☒
- If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented on the Direct Award Form? (CPPM 6.3.3.a) ☐ ☐ ☒
- If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11) ☐ ☐ ☒
- Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-12e.pdf>. ☒ ☐ ☐
- If the General Services Agreement is not used or the contract is \$250k or over, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d) ☒ ☐ ☒
- Does **Schedule A** clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c) ☒ ☐ ☐
- Does **Schedule A** clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c) ☐ ☒ ☐
- If sub-contractors will be providing any of the services are they identified in **Schedule C**? ☐ ☒ ☐
- If **Schedule D** (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract? Insurance overview - <http://gww.fin.gov.bc.ca/gws/pt/rmb/coiover.stm> ☐ ☐ ☒
- If **Schedule D** (Insurance) is attached, have you attached a BC Certificate of Insurance form to be completed by the contractor's broker/ agent. (CPPM 6.3.3.e.11). BC Certificate of Insurance - Form ☐ ☐ ☒
- The **Contractor Information Package** should be included and forwarded to the contractor. Has it been included? Information Package (expenses), Information Package (no expenses) ☐ ☐ ☒
- Appendix 1** - Expenses for contractors must be attached to all service contracts that include expenses. Have you attached Appendix 1? (Group 1 rates), (Group 2 rates) ☐ ☐ ☐
- If the contract is \$10 million or more, has a vendor performance reference check been completed? (CPPM 6.3.3.b.1) ☐ ☐ ☒

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

Reason for amendment:

Previous Contract Total: 0.00

Amendment Amount: 0.00

New Contract Total: 0.00

PART 5

POLICY COMPLIANCE

YES NO

- Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? Modification Agreement - (template) ☐ ☐
- The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? ☐ ☐
- Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? ☐ ☐

PART 6

APPROVALS - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Ken Brandt, Corinne Timmermann

**ADM Name: Bette De Hughes Shu Hackett

AP/PO Clerk

Signature & Date Ken Brandt 13 Sep 13Signature & Date [Signature] Sept 24/13

Initials & Date

** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was "NO".

FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Contracts & Procurement, Financial and Administration Services Branch, Ministry of Labour, Citizens' Services & Open Government.

C14MTC 30009

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Salesforce.com Canada Corporation

Req #:

Contract #:

Contract Type: ☐ New ☐ Multi-year ☐ Renewal ☒ Amendment

Brief Description of Services:

Salesforce software licenses for Customer Relation Management System.

Term: Mar 24, 2014- Apr 23, 2015

Rate (per hour or day):

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts (STOB 2000):

OFA STOBs:

2175-Heavy Equipment
2195-Operating Equipment
2215-Office Furniture & Equip.
2275-Mainframe HW & Servers
2281-M/F HW & Servers WIP
2295-PC Hardware
2315-Mainframe Software
2321-Mainframe Software WIP
2335-Major Systems Software
2355-PC Software
2395-Tenant Improvements

Amount	Cl.	Resp.	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	Asset # (if applicable)
25,500.00	112	32M18	34103	6330	320000			
					320000			

25,500.00 CONTRACT TOTAL

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

Open Process

☒ Request for Proposal (RFP) (100) RFP # ITP-RFP-11207

Suppliers submit proposals on how, and at what price, they would provide a service.

☐ Invitation to Quote (ITQ) (100) ITQ # _____

For priced based services only - you know exactly what you want done and are looking for the best price.

☐ Other Open Competitive Process (100)

Identify process used: _____

An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

☐ Three Verbal or Written Bids (300)

Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).

☐ Direct Invitation to Selected Vendors (300)

A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

☐ Public Sector Organization (200)

The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.

☐ Sole Source (201)

The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.

☐ Sole Source - Notice of Intent (205) NOI # _____

The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.

☐ Security, Order, etc. (203)

The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.

☐ Emergency (202)

The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.

☐ Confidentiality (204)

The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

☐ No Justification (206)

Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.

☐ Direct Award - Under \$25,000 (207)

A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

☐ Selected Vendor From Pre-qualification List (400)

A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.

☐ Purchase from a Corporate Supply Arrangement (500)

A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).

☐ Competition Among Vendors on a Pre-qualification List (401)

A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.

Check appropriate box to indicate which competitive process was used:

☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids

☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

AGREEMENT ON INTERNAL TRADE (AIT) / NEW WEST PARTNERSHIP TRADE AGREEMENT (NWPTA)

Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

PART 3

☐ Purchase Subject to AIT/ NWPTA (100)

The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/ NWPTA or other category below.

☐ Purchase Not Subject to AIT/ NWPTA (200)

The purchase is for services \$75K or less.

☐ Excluded - Exempted Commodity/Service (300)

The purchase is for services that are exempted from coverage of AIT/ NWPTA or to which the AIT/ NWPTA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).

☐ Excluded - Emergency (400)

A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.

☐ Excluded - Security, Order, etc. (500)

A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/ NWPTA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.

☐ Excluded - Product Compatibility/Exclusive Rights (600)

A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.

☐ Excluded - Procurement of Prototype (700)

The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.

☐ Excluded - Regional/Economic Development (800)

A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/ NWPTA for regional and economic development purposes.

POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments.

YES NO N/A

PART 4

- Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) ☐ ☐ ☐
- As per the AIT/NWPTA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ ☐ ☐
- Program Assistant Deputy Minister (ADM) pre-approval is required for all service contracts that are being directly awarded. Has a Direct Award Form and if applicable a Briefing Note been signed by the ADM for inclusion in the contract file? ☐ ☐ ☐
- If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented on the Direct Award Form? (CPPM 6.3.3.a) ☐ ☐ ☐
- If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11) ☐ ☐ ☐
- Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-12e.pdf>. ☐ ☐ ☐
- If the General Services Agreement is not used or the contract is \$250k or over, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d) ☐ ☐ ☐
- Does **Schedule A** clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c) ☐ ☐ ☐
- Does **Schedule A** clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c) ☐ ☐ ☐
- If sub-contractors will be providing any of the services are they identified in **Schedule C**? ☐ ☐ ☐
- If **Schedule D** (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract? Insurance overview - <http://www.fin.gov.bc.ca/gws/pl/rmb/coiover.stm> ☐ ☐ ☐
- If **Schedule D** (Insurance) is attached, have you attached a BC Certificate of Insurance form to be completed by the contractor's broker/ agent. (CPPM 6.3.3.e.11). BC Certificate of Insurance - Form ☐ ☐ ☐
- The **Contractor Information Package** should be included and forwarded to the contractor. Has it been included? Information Package (expenses), Information Package (no expenses) ☐ ☐ ☐
- Appendix 1** - Expenses for contractors must be attached to all service contracts that include expenses. Have you attached Appendix 1? (Group 1 rates), (Group 2 rates) ☐ ☐ ☐
- If the contract is \$10 million or more, has a vendor performance reference check been completed? (CPPM 6.3.3.b.1) ☐ ☐ ☐

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

Reason for amendment:

Previous Contract Total: 19,483.00
 Amendment Amount: 25,500.00
 New Contract Total: 44,983.00

PART 5

POLICY COMPLIANCE

YES NO

- Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)?
Modification Agreement - (template) ☒ ☐
- The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? ☒ ☐
- Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? ☒ ☐

PART 6

APPROVALS - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Ferry Whitney**ADM Name: Colin McEwan

AP/PO Clerk

Signature & Date

Signature & Date

Initials & Date

** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was "No".

APPROVAL TO CONTRACT REQUEST

CLIFF #:

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the business need to procure services from an external provider. Pre-approval is required by the deputy minister for all contracts where the expected value is \$25,000 or greater. Contract procurement will be in compliance with government and ministry policy. This form must be completed and pre-approved prior to any discussion with or commitment to the vendor unless this is an emergency. The original completed and signed form must be retained in the program contract file. Send completed form(s) to FSAHELP for routing and approval processing.

CONTRACT INFORMATION

Ministry: Technology, Innovation and Citizens Services

Program Area: IMB

Contract Manager Name and Phone #: Terry Whitney 250-952-6442

STOB Budget:

STOB Expenditures to Date:

Contract Value: \$25,500

Term: Mar 24, 2014- Apr 23, 2015

STOB: 6330

☐ New

☒ Renewal/Extension

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

DESCRIPTION OF SERVICES/PURPOSE REQUIRED

1 Describe the services/purpose of need?

The contract provides 8 additional annual licenses for Salesforce software to be used for a Customer Relation Management System. Plus modification of the original 14 licenses to co-terminate on April 2015 instead of Sept 2014.

2 If required to fulfill legal or formal provincial commitment please indicate:

No.

3 Why could staff resources not fill the need?

This is a software license agreement and has no impact on staffing.

4 Procurement method to be used? (if a direct award is anticipated, complete FIN FSA 052 & send with Approval to Contract Request)
RFP

IMPACT ON PROGRAM DELIVERY IF NOT APPROVED

1 Describe the impact

MTIC requires a cloud-based Customer Relationship Management (CRM) solution to be used by the Client Services Branch in CSD. The approach for implementation is in two phases. 14 licenses was purchased for phase 1 in Sept 2013. Now we need an additional 8 licenses for phase 2.

PRE-APPROVALS

Exp. Auth. Name: Terry Whitney

ADM Name: Colin McEwan

Signature & Date

Signature & Date

EFO Name: :

Deputy Minister Name:

Signature & Date

Signature & Date



APPROVAL SLIP

PROGRAM AREA: (Start Date)	Sep 13, 2013
*Associate DM or ADM OFFICE:	Sep 17, 2013
*EFO OFFICE:	2013
*DM OFFICE:	2013
*MINISTER'S OFFICE	2013

Document For:
Stu Hackett

Document Type:
Approval to Contract

CLIFF #:

~~100042-~~ 100081

Subject:

Salesforce - Master Subscription Agreement, Service Contract Checklist,
Approval to Contract, Indemnity Approval and Order Form

Branch Contact: David Woo

Branch Phone #: 952-8596

Date Sent/Received	Approvals	Final Approval (Initials)	Date Approved	Approval Comments
13 Sep	Program Area - Drafter: David Woo	DW	13 Sep	
13 Sep	Manager or Director: Ken Brandt	KB	13 Sep	
	Executive Director: Corinne Timmermann	C2	16/Sep	
	Finance Office within ADM office: Philip Twyford Room E2091	P.W.T.	16 Sep.	
	Manager of Operations: Heather Bath			
	Associate DM or ADM OFFICE: Stu Hackett (*Build in two full days for approval)		24/ Sep/13	
	DM OFFICE - Deputy Minister: John Jacobson (*Build in two full days for approval)			
	GCPE - Communications Director:			
	Minister's Office: Honourable Andrew Wilkinson (*Build in three full days for approval)			

Special instructions and or comments, including special rush or approval instructions etc.



APPROVAL SLIP

PROGRAM AREA: (Start Date)	Nov 22, 2013
*Associate DM or ADM OFFICE:	Nov 22, 2013
*EFO OFFICE:	2013
*DM OFFICE:	2013
*MINISTER'S OFFICE	2013

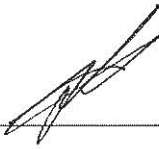

Document For:
Stu Hackett

Document Type:
Admendment to Master Subscription Agreement

CLIFF #: 100415

Subject: Salesforce - Amendment to Master Subscription Agreement,

Branch Contact: Daisy Jassar **Branch Phone #:** 217-9270

Date Sent/Received	Approvals	Final Approval (Initials)	Date Approved	Approval Comments
22 Nov	Program Area - Drafter: Daisy Jassar	DJ	22 Nov	
	Manager or Director:			
22 Nov	Executive Director: Terry Whitney for Corinne Timmermann	TW	22 Nov	
	Finance Office within ADM office: Philip Twyford			
	Manager of Operations: Heather Bath			
NOV 22 2013	Associate DM or ADM OFFICE: Stu Hackett (*Build in two full days for approval)		Nov 22/13	
	DM OFFICE - Deputy Minister: John Jacobson (*Build in two full days for approval)			
	GCPE - Communications Director:			
	Minister's Office: Honourable Andrew Wilkinson (*Build in three full days for approval)			

Special instructions and or comments, including special rush or approval instructions etc.

Amendment One to the Master Subscription Agreement
between
salesforce.com Canada Corporation and
Her Majesty the Queen in right of the Province of British Columbia,
as represented by the Minister of Technology, Innovation and Citizens' Services

This Amendment One (the "Amendment") to the Master Subscription Agreement effective September 26th 2013 (the "Agreement"), by and between **Her Majesty the Queen in right of the Province of British Columbia**, as represented by the Minister of Technology, Innovation and Citizens' Services, and **Salesforce.com Canada Corporation** is effective as of the later of the dates below the signatures of the parties (the "Amendment Effective Date"). This Amendment shall remain in full force and effect coterminous with the term of the Exhibit A referenced below.

Now therefore, Customer and SFDC hereby agree to amend the Agreement as follows:

1. Exhibit A (Pricing Addendum), paragraph 5, is hereby amended by inserting the following tables and products:

Services	Enterprise Edition-- Price per user per year		Unlimited Edition-- Price per User per Year	
Sales Cloud	\$1350.00		\$2700.00	
Service Cloud			\$2808.00	
Service Cloud Knowledge Plus			\$3348.00	
Chatter Plus			\$162.00	
Force.com	\$1080.00		\$1620.00	
Force.com (Enterprise Apps)	\$270.00		\$270.00	
Force.com Administrator	\$540.00		\$810.00	
Support Services	Enterprise Edition, per year		Unlimited Edition, per year	
Premier Success Plan			n/a	
Premier Plus Success Plan			included	
Additional Products	Enterprise Edition, per year		Unlimited Edition, per year	
Sandbox (Configuration)			5 instances included	
Sandbox (Full Copy)			1 included	
Data Residency Option (DRO) ¹			15% of net price of spend	

Salesforce.com Confidential

	Communities (all prices per year)		
	Partner Communities--Members		
Partner Community Members (20 Members)		\$7560.00	
Partner Community Members (100 Members)		\$27,000.00	
Partner Community Members (500 Members)		\$86,400.00	
Partner Community Members (2,500 Members)		\$378,000.00	
Partner Community Members (10,000 Members)		\$1,350,000.00	
	Partner Communities--Monthly Logins		
Partner Community Logins (200 Logins/Month)		\$27,000.00	
Partner Community Logins (1,000 Logins/Month)		\$86,400.00	
Partner Community Logins (5,000 Logins/Month)		\$378,000.00	
Partner Community Logins (20,000 Logins/Month)		\$1,350,000.00	
	Customer Communities--Members		
Customer Community Members (100 Members)		\$5,400.00	
Customer Community Members (500 Members)		\$10,800.00	
Customer Community Members (5,000 Members)		\$43,200.00	
Customer Community Members (25,000 Members)		\$108,000.00	
Customer Community Members (250,000 Members)		\$540,000.00	
	Customer Communities--Logins		
Customer Community Logins (2,000 Logins/Month)		\$10,800.00	
Customer Community Logins (10,000 Logins/Month)		\$43,200.00	
Customer Community Logins (20,000 Logins/Month)		\$108,000.00	
Customer Community Logins (100,000 Logins/Month)		\$540,000.00	

There are no other changes to the Agreement except as expressly set forth herein.

In Witness Whereof, each party has caused this Amendment to be executed by its duly authorized representative.

Customer

BY: _____

(Signature)

NAME: _____

TITLE: _____

salesforce.com, Inc.

BY: _____

(Signature)

NAME: _____

TITLE: _____

Jeffrey Snyder

Manager, Sales Ops. - Commercial Sales

11/21/13