



Purchasing
Services
Branch

PURCHASE ORDER

YOUR INVOICE, PACKAGES AND ALL
CORRESPONDENCE MUST BEAR THE
FOLLOWING PURCHASE ORDER NUMBER

Page 1 of 2

ISSUED 2018/12/27	REQUISITION No. 6075	DOCUMENT No. PO-008385
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TO Salesforce.com Canada Corporation 400 - 10 Bay Street Toronto, ON M5J 2R8	DELIVER TO Ministry of Social Development and Poverty 609 BROUGHTON ST 4TH FLR PO BOX 9436 STN PROV GOVT VICTORIA BC V8W 1C8 Attn MURRAY, NICOLE
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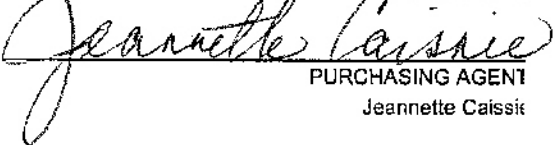
FOR MINISTRY OF Ministry of Social Development and Poverty Reduction					SUPPLIER No. 2301588002	
MINISTRY 031	RESPONSIBILITY 46837	ACCOUNT s.17	STOB 6330	PROJECT 4600000	LOCATION 000000	FUTURE 000

INVOICE TO
Ministry of Social Development and Poverty Reduction
609 BROUGHTON ST 4TH FLR
PO BOX 9436 STN PROV GOVT
VICTORIA BC
V8W 1C8

Attn Accounts Payable

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 Years	Commodity:7065 STADD Salesforce license renewal TERM: December 30, 2018 to December 29, 2019	\$207,921.74	\$207,921.74

Gross Total: \$207,921.74
Subtotal: \$207,921.74
Total: \$207,921.74
(Canadian Dollars)


PURCHASING AGENT
Jeannette Caissie

REFERENCE: QUOTE #Q-02265099 (attached)

PLUS APPLICABLE TAXES

Purchase Order Terms and Conditions

1. The terms and conditions contained on this Purchase Order and the ITQ (under which this Purchase Order is issued) will constitute the full and complete agreement between the parties (the "Agreement").
2. The Contractor must promptly notify the Province at the Purchasing Services as noted on the ITQ if the order cannot be filled.
3. The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
4. The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
5. The Contractor must indemnify the Province against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights.
6. The Contractor is an independent contractor and must indemnify, protect and save harmless the Province, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors, in connection with providing the goods or the services covered by this order or incidental or ancillary thereto.
7. The Contractor must not change prices, terms or conditions without the prior written permission of the Purchasing Agent as noted on this Purchase Order.
8. The Agreement is governed by the laws of the Province of British Columbia.
9. Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to: a) there being sufficient monies available in an appropriation, as defined in the FINANCIAL ADMINISTRATION ACT, RSBC 1996 Chapter 136, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
10. The Contractor must not provide any goods or services to any person which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
11. Time will be of the essence in this Agreement.
12. The Contractor must comply with all applicable laws in providing the goods/services specified.
13. Payment terms are subject to the Province of British

Columbia's interest on overdue accounts payable regulations.

14. The Province is dedicated to successful negotiation with the Contractors to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, the following clause applies:

All disputes rising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its Rules of Procedure.

The place of arbitration will be Vancouver, British Columbia, Canada.



Salesforce.com Canada Corporation
Toronto ON M5J 2N8
Canada

ORDER FORM for Ministry of Social Development and Poverty Reduction (STADD)
Offer Valid Through: 12/29/2018
Proposed by: Sarah Leon
Quote Number: Q-02265099

ORDER FORM

Address Information

Bill To:

Vendor Management Office, ICM Project Social Sector Information
Services Division Ministry of Social Development and Social Innovation
5th Floor - 609 Broughton Street
Victoria
BC, V8W 1C8
CA - Canada

Ship To:

Vendor Management Office, ICM Project Social Sector Information
Services Division Ministry of Social Development and Social Innovation
5th Floor - 609 Broughton Street
Victoria
BC, V8W 1C8
CA - Canada

Billing Company Name: Ministry of Social Development and Poverty
Reduction

Billing Contact Name: Alliance Management Office

Billing Email Address: ssisd.vmo@gov.bc.ca

Billing Phone: (604) 660-1601

Billing Fax:

Billing Language: English

Terms and Conditions

Contract Start Date*: 12/30/2018

Contract End Date*: 12/29/2019

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Billing Method: Email

Services

Services	Order Start Date*	Order End Date*	Order Term (months)*	Monthly/ Unit Price*	Quantity	Total Price
Service Cloud Lightning CRM - Enterprise Edition	12/30/2018	12/29/2019	12	CAD 83.34	70	CAD 70,005.60
Partner Community - Enterprise Edition (1,000 Logins/month)	12/30/2018	12/29/2019	12	CAD 707.43	2	CAD 16,978.32
Partner Community - Enterprise Edition - (100 Members)	12/30/2018	12/29/2019	12	CAD 2,425.50	1	CAD 29,106.00
Premier Success Plan (Support)	12/30/2018	12/29/2019	12	CAD 1,934.83	1	CAD 23,217.98
Salesforce Shield	12/30/2018	12/29/2019	12	CAD 2,902.25	1	CAD 34,826.98
Sandbox (Developer Pro)	12/30/2018	12/29/2019	12	CAD 483.71	1	CAD 5,804.60
Sandbox (Full Copy)	12/30/2018	12/29/2019	12	CAD 2,031.86	1	CAD 24,382.37
File Storage (1TB)	12/30/2018	12/29/2019	12	CAD 300.00	1	CAD 3,600.00
						Total: CAD 207,921.74

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

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

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

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

Pricing Schedule

Product	Monthly/ Unit Price**	Quantity For
Service Cloud Lightning CRM - Enterprise Edition	CAD 63.34	70
Partner Community - Enterprise Edition - (100 Members)	CAD 2,425.50	1

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

Quote Special Terms

In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 01820720, (as referenced in the corresponding Invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 01820720, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Product Special Terms

Salesforce Shield

Salesforce Shield is comprised of Platform Encryption, Event Monitoring and Field Audit Trail, and is subject to the Product Special Terms for Platform Encryption and Event Monitoring.

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US. The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Scratch Org

The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Event Monitoring

Event Monitoring includes Event Monitoring Wave App, which may not be used to upload or access external data sets other than the one external dataset provided as part of the Event Monitoring Wave App subscription. Customer understands that the foregoing limitation is contractual in nature (i.e. it is not limited as a technical matter in the Services), and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable restriction. SFDC may monitor Customer's usage of the Event Monitoring Wave App subscriptions at any time through the Services. Event Monitoring Wave App is available in English only.

Free Sandbox with Enterprise Edition

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Partner Community/Customer Community (Logins/month)

Subscriptions to Customer Community (Logins/month) or Partner Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) or Partner Community (Logins/month) subscription entitles the Permitted Users access to 1 community up to the number of log-ins per month ordered. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the User Guide ("Permitted Users"). Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Logins/month) or Partner Community (Logins/month) subscriptions at any time through the Service. The pricing above for such products includes the number of User logins per calendar month specified under "Product" above times the corresponding number specified under "Quantity" above (the "Permitted Number of Monthly Logins"). If in any calendar month the aggregate number of User logins in the applicable Org exceeds three times the Permitted Number of Monthly Logins, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each User login in excess of three times the Permitted Number of Monthly Logins. If the aggregate number of User logins in the applicable Org exceeds the Permitted Number of Monthly Logins in each of four consecutive calendar months, Customer will be charged 1.5 times the per-Login price (based on the "Monthly/Unit Price" specified above) for each excess User login in such fourth month and in each consecutive month thereafter in which the aggregate number of User logins in the Org exceeds the Permitted Number of Monthly Logins. Such additional fees will be charged to Customer monthly in arrears in accordance with the billing and payment methods specified above. Unused logins are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Partner Community/Customer Community (Members)

Subscriptions to Customer Community (Member) or Partner Community (Member) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Member) or Partner Community (Member) subscription entitles the permitted number of member Users access to 1 community. Customer shall assign each member User a User profile or permission set that permits access to no more than 10 custom objects in the applicable community. Customer understands that the above functionality limitations are contractual in nature (e.g., the number of custom objects are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limit on the number of custom objects. SFDC may review Customer's use of Customer Community (Member) or Partner Community (Member) subscriptions at any time through the Service.

Developer Pro Sandbox

As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Full Copy Sandbox

As of the Order Start Date of this Order Form, the following terms shall govern all of Customer's existing Sandbox subscriptions, whether provisioned pursuant to this or another valid Order Form. Sandbox subscriptions are for testing and development use only, and not for production use. This product must be purchased in a ratio of one Sandbox User for each User of any other SFDC product allowing login access to the same SFDC Service instance. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Platform Encryption

Platform Encryption. Customer is responsible for creating its own Tenant Secret(s), which is/are used in conjunction with secrets created and managed by SFDC as described in the user guide. Such Tenant Secrets are used to derive data encryption keys for use with Platform Encryption. Customer's Tenant Secrets are unique to the Customer's Org and to the specific Customer Data to which they apply. Should Customer delete, destroy or misplace a Tenant Secret, such Tenant Secret and the related or crypted Customer Data is irretrievable unless Customer has previously exported the Tenant Secret and then imported such Tenant Secret back into the Services. Customer is responsible for regularly backing up its Tenant Secret(s) and all Customer Data and storing them locally in a safe place. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO CUSTOMER ARISING FROM CUSTOMER'S DELETION, DESTRUCTION OR MISPLACEMENT OF CUSTOMER'S TENANT SECRET(S).

Use of Platform Encryption may restrict the functionality of Service features as further described in the user guide.

Purchase Order Information

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

☐ No

☒ Yes - Please complete below

PO Number:

Pending

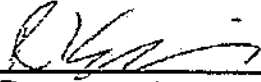
PO Amount:

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

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

Customer: Ministry of Social Development and Poverty Reduction
(STADD)

Signature



Name

Rob Morrison

Business Title

Director, Product and Service Management

Date

Dec 20, 2018

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