

U.S. PUBLIC SECTOR AND EDUCATION AMENDMENT TO THE SALESFORCE MAIN SERVICES AGREEMENT

This U.S. Public Sector and Education Amendment to the Salesforce Main Services Agreement (“Amendment”) is made part of and incorporated into the Main Services Agreement (“Agreement”), by and between Salesforce, Inc. (“SFDC”) and Customer, as a publicly funded entity. Execution of this Amendment shall constitute agreement to the then-current Agreement (available at: <https://www.salesforce.com/company/legal/agreements/>), as modified by the terms of this Amendment. This Amendment is effective as of the last date beneath the parties’ signatures below (the “Effective Date”). Unless defined in this Amendment, each capitalized term set forth herein shall have the meaning assigned thereto in the Agreement.

The terms of the Agreement are modified as follows:

a. Section 1 (Definitions). Section 1 of the Agreement is amended as follows:

(i) The definition of “Affiliate” in Section 1 is deleted and replaced with the following:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the applicable party to this Agreement. “Control,” for purposes of this definition, means: (i) in the case of SFDC, direct or indirect ownership or control of more than 50% of the voting interests of the Affiliate; and (ii), in the case of Customer, any entity that either (a) has the authority and responsibility, under Governing Law, to administer or govern the applicable party to this Agreement, or (b) which, under Governing Law, is administered or governed by the applicable party to this Agreement.

(ii) The following is added to Section 1: “Governing Law” means the law of the State.

(iii) The following is added to Section 1: “State” means the state in which Customer is located.

b. Section 2.7 (FERPA). The following is added as Section 2.7 to the Agreement:

2.7 FERPA. SFDC acknowledges that Customer may be required to comply with the Family Educational Rights and Privacy Act (“FERPA”) with respect to its use of the Services. To the extent that Customer Data includes any information subject to FERPA, (i) Customer agrees that it will invoke the “school official” exception as that term is used in FERPA at 34 C.F.R. § 99.31(a)(1)(i)(B), and (ii) SFDC will provide the Services in accordance with FERPA, when the Services are used by Customer according to this Agreement, the Documentation, and the applicable Order Form. SFDC acknowledges that Customer Data shall at all times during this Agreement be under the direct control of Customer, and SFDC shall use Customer Data only in accordance with its rights and obligations under this Agreement, the Documentation, and the applicable Order Form.

c. Section 7 (Confidentiality). The following is added to Section 7 as Section 7.4:

7.4 Public Records Laws. To the extent required by Governing Law, this Section 7 shall be subject to the State’s public or open records, freedom of information, or similar statutory requirement. To the extent not prohibited by such requirements, Customer shall provide SFDC with reasonable notice, and an opportunity to respond and assert any exemptions, which may protect SFDC Confidential Information from disclosure, before Customer discloses any SFDC Confidential Information. In any event, Customer shall make every reasonable effort to ensure the maximum protection available for SFDC’s Confidential Information under the State’s laws.

d. Section 9 (Mutual Indemnification). Section 9 of the Agreement is amended as follows:

- (i) Section 9.1 (Indemnification by SFDC) is amended by inserting the following sentence after the first sentence of the paragraph: “Notwithstanding Section (b) of the immediately preceding sentence, Customer shall have the right, at its own expense, to employ separate counsel in any such action, to observe the proceedings, and at Customer’s request SFDC will keep such counsel reasonably informed of such proceedings.”

- (ii) Section 9.2 (Indemnification by Customer) is deleted and replaced with the following:

9.2 Indemnification by Customer. To the extent not prohibited by applicable law, Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or (b) arising from (i) Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer’s use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a “Claim Against SFDC”), and will indemnify SFDC from any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by Customer in writing of, a Claim Against SFDC, provided SFDC (a) promptly gives Customer written notice of the Claim Against SFDC, (b) gives Customer sole control of the defense and settlement of the Claim Against SFDC (except that Customer may not settle any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (c) gives Customer all reasonable assistance, at Customer’s expense. Notwithstanding the immediately preceding sentence, SFDC shall have the right, at its own expense, to employ separate counsel in any such action, to observe the proceedings and at SFDC’s request Customer will keep such counsel reasonably informed of such proceedings. The above defense and indemnification obligations do not apply if a Claim Against SFDC arises from SFDC’s breach of this Agreement, the Documentation, or applicable Order Forms. In the event such defense or indemnification is prohibited by applicable law, and there is a Claim Against SFDC, SFDC may require, by written notice to Customer, that Customer delete from the Services any Customer Data that is the subject of the claim. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to SFDC in writing. SFDC shall be authorized to provide a copy of such certification to the applicable claimant. Notwithstanding Section 10.2 of the Agreement, any damages for which SFDC is liable arising out of such third party claim, as well as SFDC’s reasonable attorneys’ fees to defend such claim, will be deemed direct damages that SFDC may seek to recover from Customer.

- e. Section 11.2 (Term of Purchased Subscriptions) is modified by deleting the second sentence in the paragraph, such that any Order Forms under the Agreement shall not automatically renew.

- f. Section 11.5 (Surviving Provisions) is renumbered to be Section 11.6, and the following is inserted into the Agreement as Section 11.5:

11.5 Termination for Convenience. Customer may, provided it has a statutory right to do so, terminate this Agreement, or any Order Forms hereunder, without cause at any time upon 30 days prior written notice; provided, however, that upon any such termination, (i) any prepaid fees for Purchased Services under any Order Forms which are terminated shall not be refunded; and (ii) Customer shall pay SFDC any unpaid fees for Purchased Services under any Order Forms which are terminated.

- g. Section 12.9 (SFDC Contracting Entity, Notices, Governing Law, and Venue). After the first paragraph in Section 12.9, in the first table thereof, which table bears the title “For Customers domiciled in North or South America,” the row applicable to a Customer domiciled in “Any country other than Brazil or Canada” is deleted and replaced with the following row:

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|---|---|---|-----------------------|----------------------------------|
| Any country other than Brazil or Canada | Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation | Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California, 94105, U.S.A., attn: VP, Worldwide Sales Operations, with a copy to attn: General Counsel | The law of the State. | The courts located in the State. |
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Except as set forth herein, all terms and conditions set forth in the Agreement shall continue to apply in full force and effect. Each party, by its duly authorized representative, has executed this Amendment, which is made part of and incorporated into the then-current Agreement (available at: <https://www.salesforce.com/company/legal/agreements/>) as of the Effective Date.

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|-------------------------|-------|--|-------|
| Salesforce, Inc. | | Chatham County Public Health Department | |
| By: | _____ | By: | _____ |
| Print Name: | _____ | Print Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |