



PROFESSIONAL SERVICES AGREEMENT

Customer Full Legal Name:	Rutgers, the State University of New Jersey
Customer Contact:	
Customer Address:	33 Knightsbridge Road Piscataway, NJ 08854

This Professional Services Agreement is between Salesforce.org, a California nonprofit public benefit corporation with its principal place of business at 50 Fremont Street, Suite 300, San Francisco, California 94105 ("SFDO") 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 any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Any Customer Affiliate must meet the Eligibility Criteria stated in Exhibit A attached to this Agreement. For avoidance of doubt, SFDO and salesforce.com are not Affiliates.

"**Agreement**" means this Professional Services Agreement and any exhibits, schedules and addenda hereto.

"**Change Order**" means any change to an SOW or Order Form, as applicable, as described in the "Change Orders" section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

"**Customer**" means the customer named above together with its Affiliates which have signed SOWs or Order Forms for Professional Services. For the avoidance of doubt, an Affiliate of Customer can only sign an Order Form and become a Customer if it meets the Eligibility Criteria set forth in Exhibit A hereto.

"**Deliverable**" means a deliverable under an SOW or Order Form.

"**Eligibility Criteria**" means the eligibility criteria set forth in Exhibit A to this Agreement.

"**Online Services**" means any online, web-based services and associated offline components made available by salesforce.com, or applications or other web-based services made available by SFDO that interact with the salesforce.com Online Services, in each case under a separate agreement with Customer.

"**Order Form**" means an ordering document specifying the Professional Services to be provided hereunder and that is entered into between Customer and SFDO or any of their Affiliates, including any addenda and supplements thereto. Order Forms governed, in whole or in part, by this Agreement must have a SOW attached thereto or expressly state that the Order Form or certain Professional Services provided thereunder are governed by this Agreement. 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. Notwithstanding any language to the contrary in the Order Form, all Professional Services purchased under an Order Form are purchased separately from the Online Services and all references to "Order Form" herein shall not apply in any way to any Online Services, including without limitation, with respect to payment obligations and termination rights.

"**Professional Services**" means work performed by SFDO, its Affiliates, or their respective permitted subcontractors under an SOW or Order Form, including SFDO's provision of any Deliverables specified in such SOW or Order Form.

"**salesforce.com**" means salesforce.com, inc., a Delaware corporation.

"**SOW**" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Customer and SFDO or any of their Affiliates or which is incorporated into an Order Form that is entered into between Customer and SFDO or any of their Affiliates. An SFDO Affiliate that executes an SOW with Customer will be deemed to be "SFDO" as such term is used in this Agreement. SOWs or Order Forms will be deemed incorporated herein by reference.

2. PROFESSIONAL SERVICES

- 2.1. **Scope of Professional Services.** SFDO will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable), subject to Customer's payment of all applicable fees as set forth in the "Fees" section of this Agreement.
- 2.2. **Relationship to Online Services.** This Agreement is limited to Professional Services and does not convey any right to use Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order Form, or on any oral or written public comments by SFDO or salesforce.com regarding future Online Service functionality or features.

3. CUSTOMER COOPERATION

- 3.1. **Cooperation.** Customer will cooperate reasonably and in good faith with SFDO in its performance of Professional Services by, without limitation:
 - (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable SFDO to perform its obligations under each SOW or Order Form;
 - (b) timely delivering any Customer deliverables and other obligations required under each SOW or Order Form;
 - (c) timely responding to SFDO's inquiries related to the Professional Services;
 - (d) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for SFDO;
 - (e) actively participating in scheduled project meetings;
 - (f) providing, in a timely manner and at no charge to SFDO, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by SFDO; and
 - (g) complete, accurate and timely information, data and feedback all as reasonably required.
- 3.2. **Delays.** Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

4. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

- 4.1. **Delivery of Services.** SFDO will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs or Order Forms.
- 4.2. **Acceptance.** Upon completion of each Deliverable under an SOW or Order Form, SFDO will, as applicable: (a) submit a complete copy to Customer; and (b) at Customer's request, demonstrate its functionality to Customer. Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW or Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SFDO with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SFDO in writing within 10 business days after SFDO's submission of the Deliverable, specifying the deficiencies in detail. SFDO will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to SFDO in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or Order Form after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to SFDO for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with the SOW or Order Form and the applicable SFDO personnel) or (ii) terminate the relevant SOW or Order Form immediately upon written notice and recover all Professional Services fees paid under such SOW or Order Form for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.
- 4.3. **No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.
- 4.4. **Change Orders.** Changes to an SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

5. FEES, INVOICING AND TAXES

- 5.1. **Fees.** Customer will pay SFDO for the Professional Services at the rates specified in the applicable SOW or Order Form, or if no rate is specified in the SOW or Order Form, SFDO's standard rates in effect at the time the SOW or Order Form is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW or Order Form. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and SFDO's resource-scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, SFDO will continue to provide Professional Services under the same rates and terms. SFDO will periodically update Customer on the status of the Professional Services and the fees accrued under SOWs or Order Forms.
- 5.2. **Incidental Expenses.** Customer will reimburse SFDO for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, SFDO will not exceed such estimate without the written consent of Customer.
- 5.3. **Invoicing and Payment.** Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the SOW or Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due and payable net 45 days from the invoice date. Customer is responsible for providing SFDO with Customer's complete and accurate billing and contact information and notifying SFDO of any changes to such information.
- 5.4. **Intentionally omitted.**
- 5.5. **Suspension of Professional Services.** Subject to the "Payment Disputes" section, if any charge owing by Customer is 30 days or more overdue, SFDO may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.
- 5.6. **Payment Disputes.** SFDO will not exercise its rights under the "Suspension of Professional Services" sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.7. **Taxes.** SFDO's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDO has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SFDO will invoice Customer and Customer will pay that amount, unless Customer provides SFDO with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDO is solely responsible for taxes assessable against it based on its income, property and employees.
- 6. PROPRIETARY RIGHTS AND LICENSES**
- 6.1. **Customer Intellectual Property.** Customer does not grant to SFDO any rights in or to Customer's intellectual property except such licenses as may be required for SFDO to perform its obligations hereunder.
- 6.2. **Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.
- 6.3. **License for Contract Property.** Upon Customer's payment of fees due under an applicable SOW or Order Form, SFDO grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of SFDO's online and offline services anything developed by SFDO for Customer, including Deliverables, under this Agreement ("Contract Property"). SFDO and Customer each retains all right, title and interest in its respective intellectual property and SFDO retains all ownership rights in the Contract Property.
- 7. CONFIDENTIALITY**
- 7.1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes the terms and conditions of this Agreement and all SOWs or Order Forms (including pricing), as well as business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates'

employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any SOW or Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. **Warranty.** SFDO warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and SFDO's entire liability will be the re-performance of the applicable Professional Services. If SFDO is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to SFDO for the deficient Professional Services. Customer must make any claim under the foregoing warranty to SFDO in writing within 90 days of performance of such Professional Services in order to receive warranty remedies.

8.3. **Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1. **SFDO Indemnity.** SFDO will defend Customer against any claim, demand, suit or proceeding ("**Claim**") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by SFDO personnel in their performance of the Professional Services, and will indemnify Customer for any final award of damages, along with attorneys fees and costs (if any) that are finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by SFDO of, any such Claim, all of the foregoing to the extent caused by SFDO's personnel, provided that Customer: (a) promptly gives SFDO written notice of the Claim; (b) gives SFDO sole control of the defense and settlement of the Claim (except that SFDO may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives SFDO all reasonable assistance, at SFDO's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of this Agreement or applicable SOWs or Order Forms.

9.2. **Mutual Indemnity.** Each party (the "**Provider**") will defend the other party (the "**Recipient**") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("**Material**") infringes or misappropriates such third party's intellectual property rights, and will indemnify the Recipient from any final award of damages, along with attorneys fees and costs (if any) that are finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient. In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant SOW or Order Form upon 10 days' written notice given within 30 days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

9.3. **Exclusive Remedy.** This "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.

10. LIMITATION OF LIABILITY

10.1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE STATEMENT OF WORK OR ORDER FORM OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1. **Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.

11.2. **Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon 10 days' written notice to the other. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Customer may terminate an individual SOW or Order Form for convenience to the extent set forth in such SOW or Order Form.

11.3. **Termination for Cause.** A party may terminate this Agreement and/or any SOW or Order Form 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.

11.4. **Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the Invoicing and Payment section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Customer terminates an SOW or Order Form for cause and Customer has pre-paid any fees for Professional Services not yet received, SFDO will refund such pre-paid fees. In the event that SFDO terminates an SOW or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.

11.5. **Surviving Provisions.** The sections titled "Fees, Invoicing and Taxes," "Contract Property," "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Indemnification," "Limitation of Liability," "Term and Termination" and "General" will survive any termination or expiration of this Agreement.

12. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

13. GENERAL

13.1. **Compliance with Laws.** Each party will comply with all laws and governmental rules and regulations that apply to such party in its performance of its obligations and exercise of its rights, under this Agreement.

13.2. **Export Compliance.** SFDO and Customer each represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Deliverables or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

13.3. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

- 13.4. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between SFDO and Customer regarding the provision and use of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.
- 13.5. **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. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 13.6. **No Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 13.7. **Subcontractors.** SFDO may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. SFDO will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with SFDO's obligations under this Agreement, except as otherwise specified herein.
- 13.8. **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be effective upon: (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d), except for notices of breach of the Agreement, termination or an indemnifiable claim ("Legal Notices"), the day of sending by email. Notices to SFDO will be addressed to the attention of Strategic Services, with copies of Legal Notices to SFDO's General Counsel at Salesforce.org, 50 Fremont Street, Suite 300, San Francisco, California 94105, and by email to SFDOlegal@salesforce.com; or to the mailing or email addresses as updated by SFDO via written notice to Customer. All notices to Customer will be addressed to the Customer contact named at the top of this Agreement unless Customer has provided 30 days advanced written notice of a new customer contact, provided that billing-related notices to Customer will be addressed to the billing contact designated by Customer to SFDO in the applicable SOW or Order Form.
- 13.9. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.11. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all SOWs or Order Forms, as applicable), without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (provided that, for any such assignment by Customer, such Affiliate or other permitted successor continues to meet the Eligibility Criteria set forth in Exhibit A hereto). Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.12. **Intentionally omitted.**
- 13.13. **Intentionally omitted.**
- 13.14. **Counterparts.** This Agreement may be executed electronically, by facsimile and in counterparts.

Signed by each party's authorized representative:

CUSTOMER

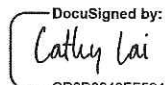
By: 

Print Name: David S. Fenkel
Director of Procurement Services

Title: _____

Date: 5/31/18

SALESFORCE.ORG

DocuSigned by:


By: _____
Cathy Lai

Print Name: _____
Sales Ops Manager

Title: _____

Date: 5/30/2018 | 12:57:52 PM PDT

EXHIBIT A – Eligibility Criteria

To be eligible to receive Professional Services, Customer must be one of the following:

- A. A nonprofit organization that is currently tax-exempt with verified charitable status as determined by the applicable regulatory bodies in the country in which the organization is registered as a charity. For example, with respect to United States organizations, tax exempt status under 501(c)3 of the Internal Revenue Code.
- B. An organization that is using as its fiscal sponsor, a tax-exempt charity as defined in section A of this Exhibit A, and where that fiscal sponsor has extended its tax exempt status to the sponsored organization (and only for so long as such fiscal sponsorship is in effect).
- C. An organization (either for-profit or not-for profit) that meets comprehensive and transparent standards for social responsibility, subject to express written approval of Salesforce.org; for United States organizations, this means organizations with tax exempt status under 501(c) 4 of the Internal Revenue Code; or
- D. A not-for-profit or a for-profit public or private institution whose primary purpose is educational, but specifically excluding for-profit universities and/or colleges.

The foregoing are by way of example only. In all cases, Salesforce.org must first provide written approval of Customer's eligibility. Further, Customer must provide documentation to validate its status upon request from Salesforce.org. Salesforce.org reserves the right in its sole discretion to change an Order Form, or to deny a request for Professional Services, or to refer the Customer's request for Professional Services to salesforce.com.

For clarity, the following; entities are not eligible to purchase under this Agreement:

1. An economic development organization, such as a chamber of commerce, business improvement district, local and regional economic development organization;
2. A non-profit organization funded by local, state, provincial or federal government, where such non-profit organization either functions without an independent board of directors or is managed by a government agency;
3. A hospital, healthcare facility, academic medical center or clinic, except for their associated educational fund raising or foundation activities;
4. A health insurance organization or health insurance provider; or
5. A group or individual health practice.



Addendum #1

to Professional Services Agreement

2018-3058 ~~G2017-0142~~ and Purchase Order Number **826269**

The Professional Services Agreement ("Agreement") and Purchase Order dated **May 31, 2018** between Rutgers, The State University of New Jersey (Rutgers) and Salesforce.org ("Service Provider" or "salesforce") is amended to include the additional scope of services described below, from **July 15th – August 31st, 2018**.

The fee for these additional services shall not exceed **\$136,920**. The cumulative total fees are calculated as follows:

Original Purchase Order (May 31, 2018)	\$137,720.	PO #826269
Addendum #1 (July 19, 2018)	<u>\$136,920.</u>	PO #826269
Total:	\$274,640.	

Scope of Services

The following describes changes to PO #826269 and provides full details of the amendment, including any changes to objective and scope, project timeline, project team, fees and expenses, assumptions, and business terms.

Approval of Service Agreement and authorization to Service Provider to commence work:

Salesforce.org

DocuSigned by:
Cathy Lai

7/20/2018 | 5:12:20 AM PDT

Name: Cathy Lai
Title: Sales Ops Manager

Date

DEAN, VICE PRESIDENT, DIRECTOR

John V. Fahey

John V. Fahey
Project Executive, University Finance & Administration

7/20/18

Date


David S. Fenkel

David S. Fenkel
Director of Procurement Services

7/25/18

David S. Fenkel
Director of Procurement Services

Scope of Services

 <h2 style="text-align: center;">Change Request Form</h2>			
Project:	Rutgers - President's Office Review Tool Build - SOW 1	Project Manager:	Jeffrey Hlitchman
Phase:	2	Date Assigned:	6/28/2017
Issue #:	SOW01-CO001	Assigned to:	Michael Synhorst
Title:	Rutgers - President's Office Review Tool Build - SOW 1	Date Due:	7/15/2018
Submitted Date:	6/28/2018	Closed Date:	7/15/2018

Change Order Details

Description Of Change
 Additional hours requirements for phase 2 build of the Review tool to add 2 additional sprints in order to develop against requirements for the Mid Year and End of Year reviews

Alternatives
 Non development of Phase 2 (Mid year and End of Year review)

Impact Analysis

Scope:	Increase in scope by 2 Sprints, Additional Discovery time for gathering user stories for phase 1
Deliverables:	Additional Hours for SFDO Resources
Schedule:	July 15th Start Date
Budget:	\$136,920
Resources:	Engagement Director, Functional Consultant, Technical Architect
Risk:	Medium (Mid Year and Annual Performance system is Mission Critical to project)
Priority:	High

Dependencies

SME Engagement	Engagement needed from HR team to develop user story requirements for the mid year, end of year review and feedback system
Finalize Phase 1 Sprint 1/2	Completion of user stories identified in Sprint 1 and Sprint 2 as identified

Recommendation

Phase 2 Add additional time for phase 2

Increase Resources to add two additional sprints for development of the mid year and end of year review.

Date	Week						
	1	2	3	4	5	6	7
Sprint	3			4			
Project Phase	Plan	Construct	Construct	Construct	Construct	Construct	Construct
Hours	60.0	68.0	88.0	84.0	84.0	84.0	60.0
Engagement Manager	68.0	20.0	8.0	8.0	8.0	8.0	8.0
Technical Architect	104.0	20.0	20.0	16.0	12.0	12.0	12.0
Technical Consultant	96.0	0.0	0.0	24.0	24.0	24.0	0.0
Functional Consultant	260.0	20.0	40.0	40.0	40.0	40.0	40.0

Related Documents
 User Stories within the Agile Accelerator Tool

Resolution
 Additional Hours addedd to work on Phase 2 and Phase 3

Change Order Acceptance

SFDO Project Manager

Approved	<input checked="" type="checkbox"/>	Date	7/15/2018	Project Manager Name:	
Not Approved	<input checked="" type="checkbox"/>	Date	7/15/2018	Signature	

Customer Acceptance/Owner

Approved	<input type="checkbox"/>	Date	Rutgers Acceptor Name	
Not Approved	<input type="checkbox"/>	7/15/2018	Signature	