

# Sales Order Form

Malwarebytes Inc.

3979 Freedom Circle 12th Floor Santa Clara, CA 95054 **United States** www.malwarebytes.com

Quote #: Q-514313

Date: 3/16/2022 12:07 PM Expires On: 5/31/2022

Deal Reg #:

PO Number:

## **BILL TO:**

Steve Allender City of Rapid City 300 Sixth St Rapid City SD 57701 US

+1 (605) 394-9300

+1.605.394.2232

mayorsoffice@rcgov.org

# LICENSE TO: (If Applicable)

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#### **CONTACT DETAILS**

Josh Chazin 408-664-9877 jchazin@malwarebytes.com

## **SUBSCRIPTION DETAILS**

**Subscription Start Date:** 5/1/2022 **Subscription Term:** 12 **Payment Method:** 12 Check Renewal Term: **Payment Terms:** Net 30 Renewal Type:

**Billing Plan:** Upfront

# **PURCHASE SUMMARY**

| PRODUCT NAME   | QTY   | Government<br>MSRP | ITEM DISCOUNT (%) | NET UNIT PRICE | EXTENDED AMOUNT |
|--|-------|--------------------|-------------------|----------------|-----------------|
| Malwarebytes Endpoint Detection and Response (Cloud Product)   | 1,000 | USD 38.67          | 47.50             | USD 20.30      | USD 20,300.00   |
| Malwarebytes Endpoint Detection and<br>Response for Servers with Standard<br>Plus Support<br>(Cloud product for server, includes<br>Premium Support Standard Plus) | 75    | USD 181.99         | 77.00             | USD 41.86      | USD 3,139.50    |
| Malwarebytes Premium Support<br>Standard Plus  | 1     | USD 3,045.00       | 0.00              | USD 3,045.00   | USD 3,045.00    |

Subtotal USD 26,484.50

> USD 1,721.50 Tax

USD 28,206.00 **Total** 

#### **Terms and Conditions**

This Subscription is a Business license and, except where Customer has a Site License, requires one license per Device (as defined in the EULA). The quantity stated above corresponds to the number of Devices that will be licensed.

Where Customer has a "Site License", it shall be identified in the product description of the Order Form. A Site License grants Customer the ability to execute the Software for its internal use within the band purchased and is not limited to a fixed amount of Devices. Site License pricing is banded with bands determined by employee count. The Parties will reevaluate the Site License band at the end of the Subscription Term.

Only Software designated as a 'server' product, as reflected in the Software's official product name and associated release notes, may be executed on a Device running a server operating system. For the sake of clarity, to the extent detailed in its release notes, 'Malwarebytes Incident Response' and 'Malwarebytes Remediation for CrowdStrike' may be executed on a server. Each instance of an operating system on a partitioned or virtualized machine shall count as a Device.

This Subscription shall be governed by the terms of the Malwarebytes Software License Agreement which can be found at https:// www.malwarebytes.com/eula ("EULA"), unless you have entered into another mutually signed written license agreement with Malwarebytes ("Written Agreement"), in such case the Written Agreement shall govern. Subscription & Support fees begin on the later of the Subscription Start Date or the Signature Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term. Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein. All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates.

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|-------------------------------|--|-------------------|-------------------|--|--|
| Signature:                    |  | Signature:        |                   |  |  |
| Printed Name:                 |  | Printed Name:     |                   |  |  |
| Date:                         |  | Date:             |                   |  |  |
| Titlo:                        |  | Title:            |                   |  |  |