Carbon Black.

1100 Winter Street Waltham, MA 02451 main: (617) 393-7400 fax: (617) 393-7499

Sales Order # Q-79852-1 Expiration Date 12/22/2017

Ship To County Of Sauk 505 Broadway St Baraboo, Wisconsin 53913-2183 United States Attn:Blake Volk blake.volk@saukcountywi.gov Bill To County Of Sauk 505 Broadway St Baraboo, Wisconsin 53913-2183 United States Attn:Joseph Volk

Subscription - Software

SKU	Description	List Price	Quantity	Price Relief	Term/ Months	Final Total
NG-WIN-STD-1Y-T1	Annual subscription license to Cb Defense with cloud management console per Windows desktop/laptop/servers with standard maintenance & support. Includes Cb Collective Defense Cloud. Volume Tier 100 - 999.	USD 44.00	650	USD 44.00	12	USD 28,600.00

Professional Services

SKU	Description	List Price	Quantity	Price Relief	Term/ Months	Final Total
NG-PS-QS-1K	Onboarding assistance for no more than 1,000 Cb Defense licenses. Maximum of 12 hours of effort to be consumed no later than 6 months from the date of purchase.	USD 3,375.00	1	USD 3,375.00		USD 3,375.00

Total Contract Value

USD 31,975.00

Payment Information

Payment Terms: Net 30

Product Invoicing: All software licenses and subscriptions will be billed upon product delivery.

Professional Services Invoicing: All packaged professional services will be billed upon product delivery. All other professional services will be invoiced monthly on a time and materials basis for work that has been completed during the previous month.

Sales Order Terms and Conditions

This Sales Order represents a commitment by you, the signatory below ("You"), to purchase the products and services listed on this Sales Order. You represent You have the right, power, and authority to sign this Sales Order on your company's behalf. You hereby agree to the following terms and conditions related to this purchase:

- 1. You acknowledge that the products and services purchased hereunder are subject to the applicable license agreement(s) related thereto, located at https://www.carbonblack.com/license-agreements/, unless You and Carbon Black have executed a master agreement.
- 2. Annual subscriptions are committed for the subscription period indicated on the Sales Order. The initial term of the Sales Order begins on the date of product delivery, unless an alternative subscription period is indicated.
- 3. All payments should be made to Carbon Black, Inc. pursuant to the terms and conditions applicable to such payments.
- 4. Your order may be subject to sales tax as required by any applicable state law. You will receive an invoice for the products and services ordered which will include applicable sales tax. If You are tax exempt, please send tax exemption certificate to <u>AccountsReceivable@carbonblack.com</u>.
- 5. Any additional products and/or services purchased by You will be subject to additional charges.

Carbon Black expressly rejects any additional or conflicting terms which may be included in any purchase order, confirmation or similar document related to this Sales Order.

This Sales Order may be changed only in writing signed by You and Carbon Black.

County Of Sauk:

Signature

Name

Carbon Black, Inc: ____

Signature

Name

Date

Title

Date

Title