

Sales Order Form

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

Quote #:

Q-309379

Date:

6/3/2020 2:00 PM

Expires On:

6/2/2021

Deal Reg #:

PO Number:



Cameron Turner **Boone County Schools** 3300 Cougar Path Hebron KY 41048 US (859) 282-2550

cameron.turner@boone.kyschools.us

LICENSE TO: (If Applicable)

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cameron.turner@boone.kyschools.us

CONTACT DETAILS

Randi Rizzari

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SUBSCRIPTION DETAILS

Subscription Start Date:

6/3/2021

Auto Renew:

No

Payment Method:

Check

Subscription Term: Renewal Term:

12 12

Payment Terms: Billing Plan:

Net 30 Upfront

Type:

Renewal

PURCHASE SUMMARY

PRODUCT NAME	QTY	Non- Commercial MSRP	NET UNIT PRICE	EXTENDED AMOUNT
Malwarebytes Endpoint Protection (Cloud Product)	25	USD 44.09	USD 44.09	USD 1,102.25
Malwarebytes Premium Support Standard	1	USD 0.00	USD 0.00	USD 0.00

Subtotal

USD 1,102.25

Tax

USD 66,14

Total

USD 1,168.39

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 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.

Boone County Schools Acceptance	Malwarebytes Inc.		
Signature:	Signature:		
Printed Name:	Printed Name:		
Date:	Date:		
Title:	Title:		

The official Malwarebytes logo The official Malwarebytes logo in a blue



Terms of Service

Last Updated: January 19, 2017

Welcome to the Malwarebytes Inc. ("Malwarebytes") website, malwarebytes.com (the "Site"). Please read these Terms of Service (the "Terms") carefully because they govern your use of our Site (and its subdomains) and related services accessible via our Site, excluding (i) the online store made available via the Site which is governed by separate Terms and Conditions, accessible at https://store.malwarebytes.com/342/?scope=optandc; (ii) the purchase and use of our Malwarebytes Software which is governed by the separate End User License Agreement, accessible at https://www.malwarebytes.com/eula; (iii) the Malwarebytes Privacy Policy accessible at https://www.malwarebytes.com/privacy/, and (iv) other separate written terms and conditions or policies governing specific Malwarebytes products or services (collectively (i)-(iv) the "Excluded Terms"). If there is a conflict between these Terms and the Excluded Terms, the Excluded Terms shall govern. To make these Terms easier to read, the Site and our services are collectively called the "Services."

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By using our Services, you agree to be bound by these Terms. If you don't agree to these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity.

Changes to Terms or Services

We may modify the Terms at any time, at our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the Terms from time to time because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified

Terms. If you don't agree to be bound by the modified Terms, then you can't use the Services anymore. Because our Services evolve over time we may change, suspend or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services

Eligibility

You may use the Services only if you are 18 years or older, capable of forming a binding contract with Malwarebytes, and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use certain features of the Services, such as our forums, blog and support services, you must create an account ("Account"). You can do this via the Site or, in some cases, through your account with certain third-party social networking services such as Facebook or Twitter (each, an "SNS Account"). If you choose the SNS Account option we'll create your Account for the forums, blog or support services, as applicable, by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access. If you create an Account to participate in a public facing Service such as forums, you understand and accept that certain Account profile details, including but not limited to your profile name and photo will be available to the public as well as the posts and comments that you publish. We will respect the choices you make to limit visibility as designated in your Account settings.

It's important that you provide us with accurate, complete and up-to-date information and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we may suspend or terminate your use of the Services. You agree that you won't disclose your Account password to anyone and that you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them.

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- Use, display, mirror or frame the Services, or any individual element within the Services,
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- Attempt to probe, scan, or test the vulnerability of any Malwarebytes system or network or breach any security or authentication measures;
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- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
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We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You can stop using our Services at any time. You may cancel your Account at any time by sending an email to us at policies@malwarebytes.com. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

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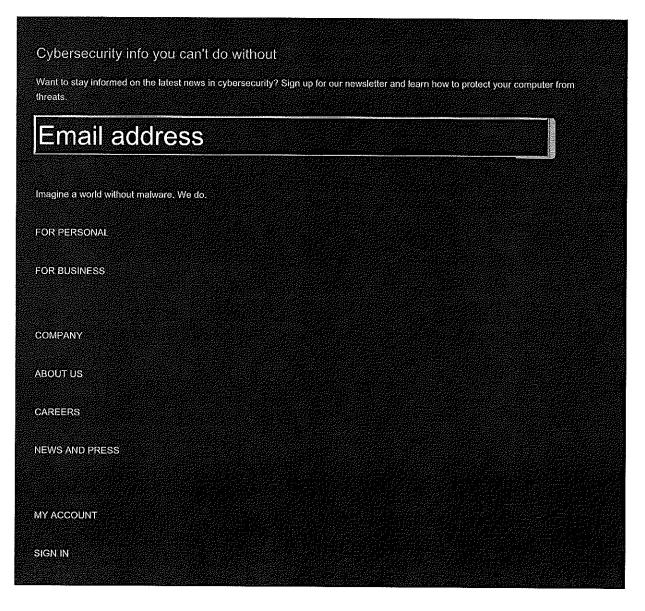
The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes

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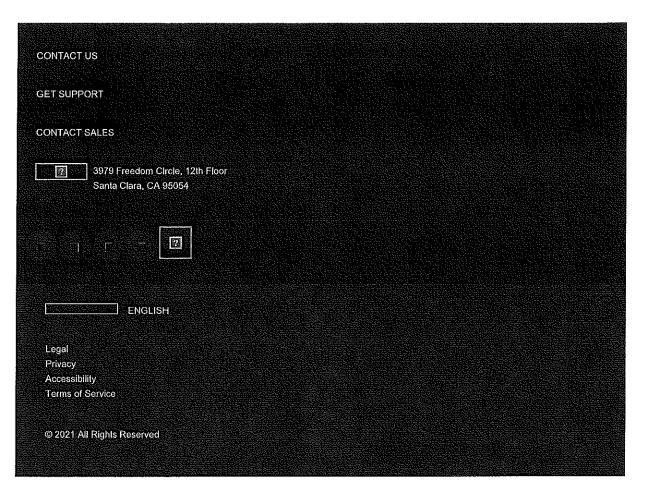
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Contact Information

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