

Company Address 33 N Garden Avenue, Suite 1200
 Clearwater, FL 33755
 US

Created Date 4/30/2019
 Expiration Date 4/30/2019
 Quote Number 00301594
 Payment Terms Net 30

Prepared By John Green
 Email johng@knowbe4.com
 Phone (727) 286-3571
 Extension 716
 Fax (727) 386-4087

Contact Name Darin Waldrop
 Phone 7065292445
 Email dwaldrop@daltonga.gov

Bill To Name City of Dalton, GA
 Bill To 300 W Waugh Street
 P.O. Box 1205
 Dalton, GA 30720
 United States

Ship To Name City of Dalton, GA
 Ship To 300 W Waugh Street
 P.O. Box 1205
 Dalton, GA 30720
 United States

Notes: Pricing includes 10% NonProfit/Government discount.
 Description 2 Free Months and Free Upgrade to Platinum

Product	Product Description	Sales Price	Discount	Quantity	Total Price
1000KMSGN000C12-G	KnowBe4 Security Awareness Training Subscription Gold 101-500 Users 1 Year	USD 13.05		310.00	USD 4,045.50
1000KMSP0U00C12-G	KnowBe4 Security Awareness Training Subscription Platinum Upgrade 1 Year 101-500 Users	USD 2.25	100.00%	310.00	USD 0.00

Subtotal USD 4,743.00
 Total Price USD 4,045.50
 Grand Total USD 4,045.50

Signature: Darin Waldrop
Darin Waldrop (May 6, 2019)

Email: dwaldrop@daltonga.gov

Quote Acceptance Information

Signature 
 Name Darin Waldrop
 Title IT Director
 Date 5/6/2019

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's Standard [Terms of Service](#) apply, unless mutually agreed otherwise in writing.

Your KnowBe4 Quote is Attached for Electronic Signature

Final Audit Report

2019-05-06

Created:	2019-05-06
By:	John Green (johng@knowbe4.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz6eDqmjb-hfCDX4974pUxcVMYtlHRSmD

"Your KnowBe4 Quote is Attached for Electronic Signature" History

 Document created by John Green (johng@knowbe4.com)
2019-05-06 - 2:42:18 PM GMT- IP address: 136.147.62.8

 Document emailed to Darin Waldrop (dwaldrop@daltonga.gov) for signature
2019-05-06 - 2:42:21 PM GMT

 Document viewed by Darin Waldrop (dwaldrop@daltonga.gov)
2019-05-06 - 2:42:30 PM GMT- IP address: 205.144.217.180

 Document e-signed by Darin Waldrop (dwaldrop@daltonga.gov)
Signature Date: 2019-05-06 - 2:46:48 PM GMT - Time Source: server- IP address: 205.144.217.180

 Signed document emailed to John Green (johng@knowbe4.com) and Darin Waldrop (dwaldrop@daltonga.gov)
2019-05-06 - 2:46:48 PM GMT



Adobe Sign

Terms of Service - December 20, 2018

KnowBe4.com and kb4compliance.com and all of their subdomains and aliases (the "Web Site" or "Web Sites"), are sites owned and operated by KnowBe4, Inc.. (referred to herein as "KnowBe4", "we", "us", "our" and "ours"). The following terms and conditions (the "Terms of Service or Terms of Use") form a binding agreement between you and us. Unless otherwise indicated, the terms "you", "your" and "yours" when used in these Terms of Use means any user or visitor of this Web Site.

Agreement

Please read these Terms of Use carefully. Your access to and use of this Web Site and any of the information, materials, data, demos, blogs, products, services and other materials made available on or through this Web Site (collectively, "Materials") are subject to all applicable laws, rules and regulations and to all of the terms and conditions set forth in these Terms of Use.

By accessing or using this Web Site, you agree to be bound by these Terms of Use. If you are accessing or using this Website on behalf of an entity or business, you represent and warrant that you have the authority to bind such entity or business to these Terms of Use. If you do not wish to be bound by these Terms of Use, please exit this Web Site and cease use of all Materials, as you are not permitted to access or use this Web Site or such Materials.

These Terms of Use may be changed by us, in our sole discretion, from time to time with or without notice to you. Any changes or modifications to these Terms of Use will be effective upon posting on the Web Site. You should always review these Terms of Use prior to your access or use of the Web Site or Materials to ensure that you understand the current Terms of Use that apply to your access or use thereof. Your continued use of the Web Site following the posting of any changes or modifications will constitute your acceptance of such changes or modifications. If you cannot access these Terms of Use via the Internet, we can provide a copy of the Terms of Use then in effect by e-mail upon request.

YOUR ACCESS TO THIS WEB SITE (OR PORTIONS THEREOF) AND USE OF ANY MATERIALS (OR PORTIONS THEREOF) IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES ANY APPLICABLE LAWS, RULES OR REGULATIONS.

Access and Use Restrictions

Access and use of the KnowBe4 products, services, documentation and related materials are solely authorized for the internal business purposes of the organization in which you are a representative of and only for the duration of the term of your subscription or evaluation period. Use of the KnowBe4 products, services, documentation and related materials for analytical or research purposes to be used or disclosed outside of your organization is strictly prohibited. Sharing screenshots, downloads, or other forms of copying, duplicating or replicating the products, services, documentation and other related materials publicly, or otherwise outside of your organization, is strictly prohibited. You are not permitted to access or use any of KnowBe4's products, services, documentation or other related materials if you are, or the organization in which you represent is, a competitor of KnowBe4. Additionally, you are not authorized to provide, or otherwise send to or communicate, to a competitor of KnowBe4 any information gained by your access and use.

Product & Services Information

All references on this Web Site to information, materials, products and/or services apply to information, materials, products and services available in the countries or jurisdictions specified only with respect to such information, materials, products and/or services only, unless otherwise stated. Nothing in this Web Site constitutes an offer to buy or sell our products or services in any jurisdiction. This Web Site is for information purposes only.

Ownership and Permitted Use of Materials

Unless otherwise indicated and except for materials in the public domain, this Web Site and its design, text, content, files, selection and arrangement of elements, organization, graphics, compilation, translations, digital conversion and other matters related to, and all trademarks, logos, service marks, symbols, trade dress and all Materials provided on or through, this Web Site are protected by all applicable copyright laws, trademark laws and/or international conventions and treaties. All Materials are the exclusive and proprietary property of KnowBe4 and/or its third-party licensors. ALL RIGHTS RESERVED.

The posting, display or other provision of any Materials on this Web Site shall not constitute a waiver of any right or interest of KnowBe4 and/or its third-party licensors in such Materials. Except as expressly provided herein, nothing contained in these Terms of Use or the Web Site shall be construed as conferring by implication, estoppel or otherwise any license, interest or right in or to the Materials under any copyright, trademark or proprietary rights of KnowBe4 or of any third party. Further, except as otherwise provided herein, no Materials (or portions thereof) may be used, copied, reproduced, distributed or redistributed, published or republished, downloaded, modified, displayed, posted, broadcasted, imitated, adapted, translated, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, or sold, offered for sale, licensed or sublicensed, reverse engineered, disassembled, decompiled or incorporated into compilations or used in the creation of derivative works, without our express prior written permission or that of the respective third-party owner.

Subject to your compliance with the foregoing, permission is hereby granted to you to the extent necessary for you to lawfully: (a) access this Web Site and/or Materials made available on or through this Web Site; and (b) display, download, archive and print in hard copy portions of this Web Site for your personal, non-commercial and informational use only, provided that, you do not: (a) modify the Materials (or any portion thereof), (b) use the Web Site and/or the Materials in a manner that is fraudulent, libelous, defamatory, tortious, obscene, threatening, abusive, malicious, offensive, hateful, objectionable, constitutes or encourages a criminal offense, violates the rights of another (including, without limitation, any copyright, trademark, patent, trade secret, privacy, moral or publicity rights or other intellectual property or proprietary rights of others), or otherwise violates or conflicts with these Terms of Use or any applicable law; (c) impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; (d) use the Web Site to interfere, disrupt or attempt to gain unauthorized access to the Materials, other KnowBe4 accounts, any restricted portions of the Web Site or any computer network or equipment; (e) use any manual or automated software, devices or other processes to "crawl" or "spider" any web pages contained in the Web Site (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract any Materials or other data from the Web Site); (f) frame or otherwise simulate the appearance or functions of the Web Site (or any portion thereof); and/or (d) remove or alter any copyright, trademark and other proprietary notices and

legends contained in the Materials or on the Web Site (and any printouts thereof). The foregoing permission is for the sole purpose of enabling you to use the Web Site and enjoy the benefit of the Materials as provided on the Web Site, in the manner permitted by these Terms of Use. We may modify the Materials from time to time, and, you are solely responsible for ensuring that you are using current and permitted Materials only. The foregoing permission terminates automatically if you breach any of these Terms of Use. Upon termination, you must immediately destroy any and all downloaded, archived or printed copies of the Materials, and, if requested by us, certify to us in writing that you have complied with the foregoing.

Violations

It is the policy of KnowBe4 to provide for the termination, in appropriate circumstances, of KnowBe4 customers and account holders who repeatedly violate these Terms of Use.

Disclaimer of Endorsement

Any references to business or entities, products, processes, or services, or other organizations or individuals that are included on the Web Site by trade name, trademark or otherwise are provided solely for your information. These references are not intended to reflect the opinions of KnowBe4 concerning the significance, priority or importance to be given the referenced business, entity, product, service, organization or individual. Such references, including any that may relate to our Materials, are not endorsements or approvals by KnowBe4, and should not be quoted or reproduced for the purpose of stating or implying endorsement or approval by KnowBe4.

Minors

This Web Site is a business and commercial site. As such, it is not intended for children or minors. You affirm that you are either more than 18 years of age or possess legal parental or guardian consent and are fully able and competent to enter into and to abide by and comply with these Terms of Use.

User-Generated Content

By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy.

You may from time to time be permitted to post content on the Web Site, submit e-mails or otherwise provide content to us in connection with your use of the Web Site or Materials ("User-Generated Content"). Any communication or material you post on the Web Site or transmit to us over the Internet is, and will be, treated as non-confidential and non-proprietary and is and will be solely your responsibility. Upon the transmission of any User-Generated Content to us, you expressly and hereby grant us perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable and non-exclusive permission to reproduce, display, publish, modify, distribute, disseminate and/or otherwise use or exploit such content for any lawful purpose, without compensation, notice or obligation to you, subject to our Privacy Policy. We are not required to use or return any User-Generated Content submitted to us. You represent and warrant that you own or otherwise control all rights, including, but not limited to, copyrights, in and to any such User-Generated Content, that all moral rights in and to any such User-Generated Content have been waived, and that the use of such User-Generated Content as permitted hereunder does not and will not infringe or violate the rights of any third party. All derivative works or

other developments arising from or based on User-Generated Content, if created by us, shall be our exclusive property.

The posting or transmittal of any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited. Under no circumstances shall we be liable for any such material posted or transmitted by you by or through the Web Site.

We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

Notwithstanding the foregoing, all personal data provided to us in connection with your use of this Web Site will be handled in accordance with our Privacy Policy.

Statements on Web Site

The documents contained on (or directly accessible from) this Web Site may contain a number of forward-looking statements. Any statements that are not statements of historical fact (including, without limitation, statements to the effect that KnowBe4 or its management "believes," "expects," "anticipates," "plans" and other similar expressions) should be considered forward-looking statements and should not be relied upon.

There are a number of important factors that could cause KnowBe4's actual results to differ materially from those indicated by such forward-looking statements, including general economic conditions, our continued ability to develop and introduce products, the introduction of new products by competitors, pricing practices of competitors, expansion of its sales distribution capability, the cost and availability of components, undetected software errors or bugs, our ability to control costs and other risk factors.

No Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEB SITE OR THE MATERIALS, WHICH ARE PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEB SITE, THE MATERIALS AND ANY WEB SITE WITH WHICH THIS WEBSITE IS LINKED. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING, MAINTAINING AND ENSURING THE COMPATIBILITY OF ALL HARDWARE, SOFTWARE AND OTHER COMPUTER REQUIREMENTS NECESSARY FOR YOUR ACCESS TO AND USE OF THE WEBSITE AND THE MATERIALS. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER (A) THE INFORMATION ACCESSIBLE VIA THIS WEB SITE, OR ANY WEB SITE WITH WHICH IT IS LINKED, IS ACCURATE, RELIABLE, COMPLETE, OR CURRENT, (B) USE OF THE WEB SITE AND ACCESS TO THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, (C) THE WEB SITE AND THE MATERIALS WILL BE AVAILABLE AT ANY PARTICULAR TIME, OR (D) THE WEB SITE AND MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER WE NOR ANY THIRD-PARTY LICENSOR WILL BE LIABLE WITH RESPECT TO ANY DECISIONS MADE BY YOU OR ANY OTHER PERSON AS A RESULT OF RELIANCE ON THE WEB SITE OR ANY MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

Your use of the Web Site and the Materials is at your sole risk. It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other material on this Web Site or any web site with which it is linked.

Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

Exclusion of Liability

To the fullest extent permitted by applicable law, neither we nor any of our shareholders, officers, directors, representatives, employees, agents, third-party licensors, suppliers, and contractors shall be liable for any losses and/or expenses of whatever nature, howsoever arising and regardless of the legal theory of liability, including, without limitation, any direct, indirect, special, punitive, incidental or consequential damages, loss of or inability to use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if we have been advised of the possibility of such damages, expenses or losses and even if an exclusive remedy provided for herein fails of its essential purpose, arising out of or in connection with your access or use of, or inability to use, this Web Site or the Materials or any web site with which this Web Site is linked. If you are dissatisfied with the Web Site or any Materials, your sole and exclusive remedy shall be to discontinue use of the Web Site and Materials and terminate these Terms of Use in accordance with its terms. To the maximum extent permitted by law, in no event shall KnowBe4's or any third-party licensor's total liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited, to negligence) or otherwise) exceed in the aggregate the amount paid by you, if any, for accessing the Website or Materials.

Indemnity and Release

You agree to defend, indemnify, release and hold us harmless as well as our shareholders, officers, directors, agents, representatives, employees and third-party licensors from any and all claims, liabilities, losses, expenses or demands, including reasonable legal fees, based on, arising from, or otherwise related to (a) your breach or violation of these Terms of Use; (b) your access or use of this Web Site or any of the information, materials, products or services made available on or through this Web Site; (c) any infringement or misappropriation by you of any intellectual property or other rights of KnowBe4 or any third party; or (d) any negligence or willful misconduct by you.

Modification and Discontinuation

We reserve the right at any time and from time to time to modify, edit, delete, suspend or discontinue, temporarily or permanently, this Web Site (or any portion thereof) and/or the information, materials, products and/or services made available on or through this Web Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Web Site.

Termination and Survival

These Terms of Use will remain in effect until terminated by you or us. You may terminate these Terms of Use at any time by ceasing your use and access of the Web Site and Materials and by destroying all materials that you have saved, printed or downloaded from the Web Site. Notwithstanding any of the

terms and conditions contained herein, we reserve the right, without notice and in our sole discretion, to terminate your permission to use the Web Site, and to block or prevent future access to and use of the Web Site and Materials. The provisions of these Terms of Use that by their nature and content are intended to survive the expiration or termination of these Terms of Use will survive such termination or expiration.

Entire Understanding

These Terms of Use contain the entire understanding between you and KnowBe4 with respect to this Web Site and your use and access of this Web Site and of any of the information, materials, data, demos, blogs, products, services and other materials made available on or through this Web Site. Any other representations, statements, inducements, understandings, arrangements and agreements, oral or written, between you and KnowBe4, either prior or contemporaneous, relating thereto, not contained herein, are expressly made null and void, unless signed in writing by KnowBe4. For the avoidance of doubt, you agree that any terms and conditions provided in any Service Order or other document delivered to KnowBe4 by you in connection with the Services shall in no way supersede the terms and conditions of this Agreement and are hereby declared null and void, unless signed in writing by KnowBe4. Should there be a conflict between these Terms of Use and any written and signed agreement between KnowBe4 and any customer, the terms of such written and signed agreement shall control. Should any part of these terms for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portions and such remaining portions shall remain and continue in full force and effect to the maximum extent permitted by law. Our failure to enforce any provision of these Terms of Use shall not operate as or be deemed a waiver by KnowBe4 of any other breach of any such provision or any other provision herein or of the right to enforce such provision(s).

Applicable Law & Jurisdiction

While KnowBe4 provides global products and services, our operations are located in Clearwater, Florida with AWS data centers geographically spread worldwide, and these Terms of Use are based on United States law. Access to, or use of, this Web Site or any information, materials, products and/or services made available on or through this Web Site may be prohibited by law in certain countries or jurisdictions. You are solely responsible for ensuring compliance with any applicable laws of the country from which you are accessing this Web Site. We make no representation that the information contained herein is appropriate or available for use in any location.

You agree that these Terms of Use are made and partially performed in the State of Florida, and that the state courts located within Pinellas County, Florida and the federal district court in the Middle District of Florida located in Tampa, Florida, without giving effect to any principles of conflicts of law, shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to your access and use of this Web Site, and that the laws of the State of Florida shall govern such dispute or claim. You hereby consent and submit to the exercise of personal jurisdiction over you by such courts for the purposes of litigating any such action, and waive any defenses of lack of minimum contacts or *forum non conveniens*. Notwithstanding the foregoing, we reserve the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use may be taking place or originating.

The rights and remedies provided by these Terms of Use are cumulative and the use of any right or remedy by us shall not preclude or waive our rights to use any or all other remedies.

Compliance with EU Protection of Personal Data (Directive 95/46/EC)

KnowBe4 complies with the EU Protection of Personal Data Directive as set forth by the Directive 95/46/EC Article 29 Working Party. KnowBe4 operates a separate instance of its application in an EU datacenter for customers wishing to have their data reside within an EU approved country. Some data subprocessors in use by KnowBe4 only offer services within the US. A listing of these subprocessors can be provided upon signing a mutual non-disclosure agreement. Any requests from users of the KnowBe4 applications who seek access, or who seek to correct, amend, or delete inaccurate data may do so directly by logging in to the appropriate application or by contacting the KnowBe4 application administrator for their organization.

Contacting Us

If you have any questions regarding these Terms of Use or any other matter, you may contact us in by writing to us at KnowBe4 Inc., 33 N Garden Ave, Suite 1200, Clearwater, FL 33755 or email us at "support at KnowBe4.com".