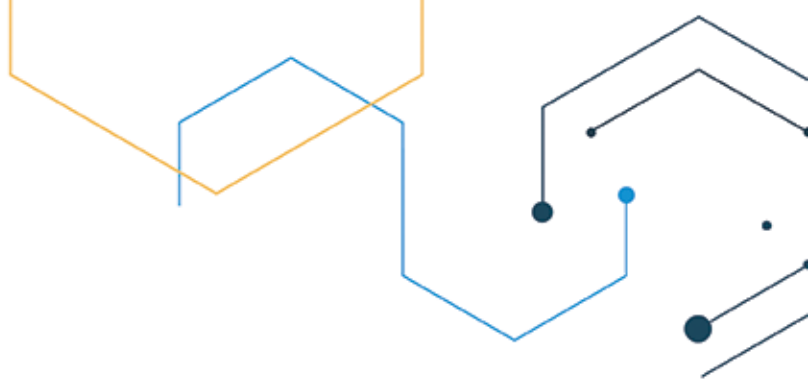




City of Novi

Artic Wolf

Quote # 010208 v2

April 16, 2024



Artic Wolf

Prepared by:

East Michigan

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Prepared for:

City of Novi

Rob Petty
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Quote Information:

Quote #: 010208

Version: 2
Delivery Date: 04/16/2024
Expiration Date: 04/29/2024

ArticWolf 1yr Licensing

Line	Qty	Part Number	Description	Price	Extended Price
Term: 6/10/2024 - 6/9/2025					
1	407	AW-MDR-USER	Arctic Wolf MDR user license	\$75.00	\$30,525.00
2	47	AW-MDR-SE	Arctic Wolf MDR server license	\$75.00	\$3,525.00
3	454	AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year	\$5.40	\$2,451.60
4	407	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$8.44	\$3,435.08
5	1	AW-MR-PROMO	Arctic Wolf Managed Risk 1 Yr Free w/ 3 Yr MDRTerm	\$0.01	\$0.01
6	407	AW-MSAT-MAP	Arctic Wolf Managed Security Awareness Plus	\$15.75	\$6,410.25
One-time charges					
7	1	AW-MDR-OB	Arctic Wolf MDR Onboarding	\$3,384.48	\$3,384.48
8	1	AW-MR-OB	Arctic Wolf Managed Risk Onboarding	\$0.00	\$0.00
9	7	AW-SHP	Arctic Wolf Sensor/Scanner Shipping	\$150.00	\$1,050.00

Subtotal: \$50,781.42

ArticWolf Platform & Sensors

Line	Qty	Part Number	Description	Price	Extended Price
10	3	AW-MDR-2XX-S-10GC	Arctic Wolf 200 Series Sensor - 2 x 10G SFP+with RJ45 connectors	\$1,687.50	\$5,062.50
11	4	AW-MDR-1XX-S	Arctic Wolf 100 Series Sensor	\$562.50	\$2,250.00
12	1	AW-IR-JSR	Arctic Wolf IR JumpStart Retainer	\$0.01	\$0.01
13	1	AW-PLATFORM-BASE	Arctic Wolf Platform - Base Platform	\$2,812.50	\$2,812.50
14	454	AW-PLATFORM	Arctic Wolf Platform - Users and Servers	\$5.62	\$2,551.48

ArticWolf Platform & Sensors

Line	Qty	Part Number	Description	Price	Extended Price
The Net Total price for each item in the table above will increase by 5.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement. The Subscription Term under this Order Form is for a thirty-six (36) month period (the "Committed Term") as set forth above, beginning on the Subscription Start Date set forth in the table above (the "Table"). The Subscription set forth herein reflects the Fees payable during the first twelve (12) months of the Committed Term. Fees for the remaining two (2) years of the Committed Term are subject to the Increase and payable in accordance with the terms set forth herein. In the event a purchase order reflecting a oneyear Subscription Term is issued, a subsequent Order Form may be issued upon request and for administrative purposes only, for the remaining two annual periods of the Committed Term. Acceptance of this Order Form is a legal obligation for a three (3) year Committed Term. Invoice Schedule. All payments below are due and payable in accordance with the Payment Terms listed above. Invoice 1 includes the entirety of the Subtotal Subscription Fees and Subtotal One-Time Fees listed above and shall be invoiced on the Order Form Effective Date. Invoice 2 includes the entirety of the Subtotal Subscription Fees set forth in the Table, plus the Increase, and shall be invoiced thirty (30) days prior to the first anniversary of the Subscription Start Date. Invoice 3 includes the entirety of the Subtotal Subscription Fees payable on Invoice 2, plus the Increase, and shall be invoiced thirty (30) days prior to the second anniversary of the Subscription Start Date. This Order Form qualifies for the Arctic Wolf Security Warranty. Upon finalization of this Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party service provider, Cysurance. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY AND RECEIVE AN ENROLLMENT CONFIRMATION EMAIL TO BE ELIGIBLE FOR THE SERVICE WARRANTY. Execution or acceptance of this Order Form DOES NOT constitute enrollment in the Service Warranty. Indemnification amounts are subject to change in accordance with the Subscriber Terms in the event of any change in product subscriptions during the Subscription Term (or any Committed Term) and re-enrollment in the Service Warranty following the change may be required. If this is a renewal Order Form that qualifies for the Service Warranty, Customer's initial enrollment in the Service Warranty will continue provided the qualifying indemnification level is the same. The Subscriber Terms can be found at https://arcticwolf.com/terms/subscriber-terms/. Promotional Terms. This Order Form contains a one-time promotional offer for a 1 year no cost subscription ("Promo Period") to the Managed Risk Solution ("MR Solution") at the MDR user and server counts set forth above. Upon expiration of the Promo Period, the subscription to the MR Solution will terminate. Continued use of the MR Solution following the Promo Period is subject to acceptance of an additional Order Form and payment of all applicable subscription fees. The next MR Solution subscription after the Promo Period will be at list price less the then-current MDR user license discount. Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at https://arcticwolf.com/terms (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement.					

Subtotal: \$12,676.49



Artic Wolf

Ship To:

City of Novi

45175 Ten Mile Road
invoices@cityofnovi.org
Novi, MI 48375
Rob Petty
(248) 735-5605 Ext. 0000
rpetty@cityofnovi.org

Bill To:

City of Novi

45175 Ten Mile Road
invoices@cityofnovi.org
Novi, MI 48375
Rob Petty
(248) 735-5605 Ext. 0000
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Quote Information:

Quote #: 010208

Version: 2
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Quote Summary

Description	Amount
ArticWolf 1yr Licensing	\$50,781.42
ArticWolf Platform & Sensors	\$12,676.49
Total: \$63,457.91	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

City of Novi

Signature: _____
Name: Jeremy Friedman
Title: Account Executive
Date: 04/16/2024

Signature: _____
Name: _____
Date: _____

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. PRICING: Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.

Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

2. PAYMENT: Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.

3. DELIVERY: Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

4. SHORTAGE: CLAIMS AND INSPECTION: Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

5. RETURNS: Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

6. TITLE AND RISK OF LOSS: Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

7. WARRANTIES AND REMEDIES: All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.

8. EXPORT RESTRICTIONS: Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.

9. ORDER CANCELLATION: Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.

10. SPECIAL NOTICE: Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.