



**Kroll Responder powered by Redscan
Sales Order Form (US)**

Order Information				
Order Number:	20240403			
Quote Date: ¹	20240403			
Client Name:	Township of Piscataway			
Client Address:	455 Hoes Lane, Piscataway, NJ 08854			
Client Agreement	Information Security Services Agreement made effective as of February 19, 2024			
Initial Term:	Start Date:	4-Apr-24	End Date:	5-Apr-26
Invoicing Interval:	Annual			
Special Notes:	Click or tap here to enter text.			

Service, Software & Fees	Term in Months	Monthly Fee ¹	Quantity	Subtotal
Kroll Responder for Endpoint	24	US\$ 3,355.76	300	\$ 80,538.34
THIRD PARTY SOFTWARE SentinelOne Complete	Third Party Software provided by:			Kroll

Subtotal – Year 1 (exc. taxes)			\$ 40,269.17
Subtotal – Year 2 (exc. taxes)			\$ 40,269.17
Total Fees (excluding applicable taxes)			US\$ 80,538.34

1. Client Agreement.

This SOF is effective as of the Start Date set forth above in the Order Information, and is entered into pursuant to and incorporates herein by reference the client agreement identified in the Order Information (the “**Master Terms**”), by and between the client identified in the Order Information (“**Client**”) and Kroll Associates, Inc. on behalf of itself and its affiliates (“**Kroll**”). **Client’s signature below hereby accepts and agrees that the agreement between Kroll and the Client (the “Agreement”) is comprised of the following:**

1. the Master Terms, including any Terms of Business attached to the Master Terms; and
2. this SOF, which includes:
 - a. the Managed Services Addendum, which is available at <https://www.redscan.com/media/Kroll-Managed-Services-Addendum-US.pdf>
 - b. the applicable **Third Party Software Terms**, which are available at <https://www.redscan.com/media/Third-Party-Software-Terms.pdf>
 - c. the applicable Service Description(s) associated with the service(s) identified above in this SOF (the “**Services**”), each Service Description being available at <https://www.redscan.com/legal-document-links/>.

Capitalized terms herein shall have the meaning ascribed in the Master Terms or this SOF, as applicable. If Client issues a separate purchase order or other similar ordering documents, Client and Kroll agree that those documents and any additional terms therein, do not form a part of this SOF or of the Agreement between Client and Kroll. This SOF shall be deemed to be a statement of work (“SOW”) under the Master Terms. If the Master Terms was entered into between Kroll,

¹ Prices quoted are valid for thirty (30) days from Quote Date unless otherwise noted.

April 3, 2024

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Client and a law firm representing Client (the “**Law Firm**”), the Law Firm will not be a party to this SOF and for purposes of this SOF will be deemed not to be a Party to the Agreement. The Agreement between Client and Kroll is comprised solely of this SOF and the Master Terms as incorporated into this SOF by reference.

2. **Term and Invoicing.**

The initial term of this SOF shall be for the Start Date and End Dates as indicated in the Order Information (“**Initial Term**”). This SOF shall automatically renew for successive one-year periods (each a “**Renewal Term**”), unless either Party provides written notice of termination to the other Party no later than forty-five (45) days before the end of the Active Term (as defined herein). From the Start Date, the Initial Term and any Renewal Term(s) together until termination hereunder shall be the “**Term**” and the then-current Initial Term or Renewal Term is referred to as the “**Active Term**”. Upon receipt of written notice, the effective date of the termination shall be the end of the Active Term. Pricing for any Renewal Term will not increase by more than 7% over the Active Term, unless Kroll advises Client at least sixty (60) days prior to the start of the applicable Renewal Term. **The Active Term is not cancellable for convenience. All payments are non-refundable.**

Kroll shall invoice the Client in full for the Initial Term (or, if the Initial Term is multi-year, for the first year of the Initial Term) prior to the Start Date, and thereafter invoicing will be approximately forty-five (45) days prior to the start of each year of the Active Term, or the start of any Renewal Term. Notwithstanding the foregoing, if the invoicing interval specified in the Order Information is not annual, Kroll will invoice Client in accordance with the specified invoicing interval.

Kroll will add applicable taxes to each invoice. If Client is exempt from taxes, evidence of Client’s tax exemption must be submitted to Kroll prior to invoicing. Payment is due within 30 days of the invoice date. Kroll reserves the right to suspend work until all amounts due to Kroll from Client are paid.

During any calendar month of the Term, if the number of Endpoints or Data Ingestion Volume (as defined in the Kroll Service Description) monitored exceeds the number of Endpoints or Data Ingestion Volume in the Order Information (an “**Overage**”), Client will be invoiced for the Overage during the calendar quarter immediately following the onset of the Overage, and each quarter thereafter in which the number of Endpoints monitored exceeds the subscribed number during a calendar month. The amount invoiced will be pro-rated based on the then-current price or fee per Endpoint or per Data Ingestion Volume count under this SOF.

3. **Third Party Software.**

In order for the Services to be performed, certain third party software (the “**Third Party Software**”) must be licensed and installed. The Order Information shall indicate whether Kroll or the Client is providing the Third Party Software.

If the Order Information states that Client is providing the Third Party Software:	Client represents that it has separately entered into a license agreement with the relevant Third Party Software provider(s) and will provide a copy of such agreement to Kroll upon request. Client is responsible for licensing the Third Party Software and providing appropriate access to Kroll for the performance of the Service.
If the Order Information states that Kroll is providing the Third Party Software:	The Service includes Third Party Software as indicated in this SOF, and Client accepts and agrees to the applicable Third Party Software Terms, which are available at https://www.redscan.com/media/Third-Party-Software-Terms.pdf . Client agrees to indemnify Kroll for any claims and/or losses suffered by Kroll arising out of Client’s failure to comply with the applicable Third Party Software Terms.

Client’s signature below hereby accepts and agrees to the Agreement, including the descriptions and terms of the Kroll Service and associated Service Descriptions, the Managed Services Addendum and the applicable Third Party Software Terms.

ACCEPTED AND AGREED:

TOWNSHIP OF PISCATAWAY

Brian C. Wahler
Brian C. Wahler (Apr 4, 2024 13:49 EDT)

Name: Brian C. Wahler

Title: Mayor

Date: April 4, 2024

KROLL ASSOCIATES, INC.

Marc Brawner
Marc Brawner (Apr 4, 2024 13:36 CDT)

Name: Marc Brawner

Title: Managing Director

Date: April 4, 2024



Billing Information Form

Please complete the following information and return for Kroll's engagement.

Client Contact

Primary Contact: Name/Title		Brad Devine
Telephone		(732) 562-2346
Email Address		bdevine@piscatawaynj.org
Additional Contact: Name/Title		
Telephone		
Email Address		

Insurance Claims Handler (if applicable)

Name/Title	
Telephone	
Email Address	

Insurance Broker (if applicable)

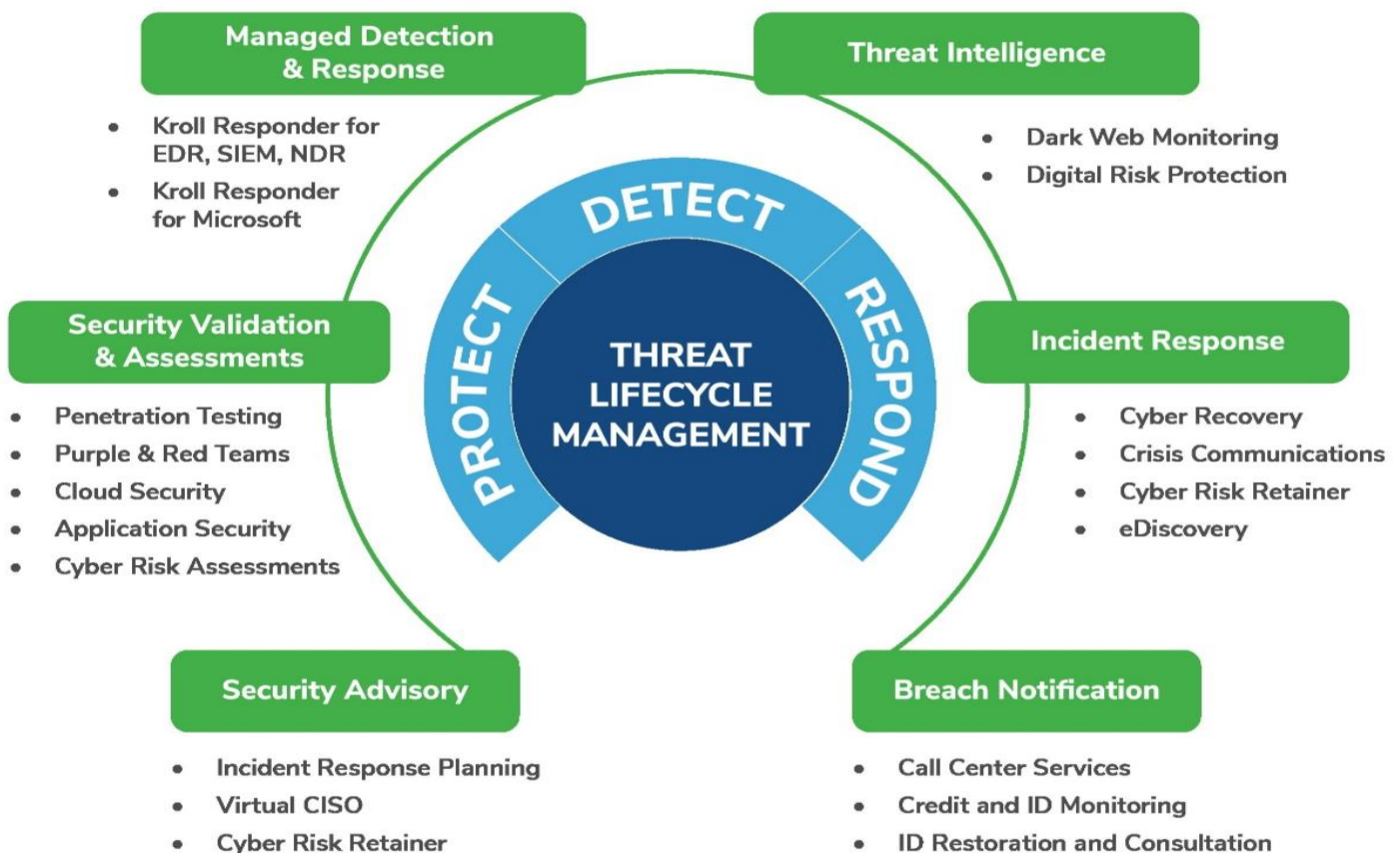
Name/Title	
Telephone	
Email Address	

Billing & Insurance Information

Address bill to	
Billing Physical Address	
Billing Email Address	
Purchase Order #	
Insurance Claim #	
Carrier (Insurer)	

Solutions to Protect, Detect, and Respond Against Cyberattacks

Enriched by frontline threat intel from 3000+ incidents cases every year, Kroll's protection, detection, and response solutions immediately mature your cyber posture.



Kroll is the Global Leader in Incident Response

85+
CYBER INSURANCE
CARRIER PANELS

100K+
HOURS IN OFFSEC
WORK PER YEAR

3,000+
IR ENGAGEMENTS
PER YEAR