Account Manager: Sean Levesque
Phone Number: (512) 900-9141
Email Address: SeanL@apollo-is.com
Mailing Address: Apollo Information Systems Corp.
1 Chisholm Trail Rd., Suite G100
Round Rock, TX 78681

BILL TO:			SHIP TO:					
ABC Company			**ABC Company**			**QUOTE NUMBER:** CUST-VEN-DATE-REV		
123 Main St			123 Main St			**QUOTE DATE:** Account Mgr reference		
Fremont, CA 94539			Fremont, CA 94539			**QUOTE VALID UNTIL:** Match Disti/Vendor Quote		
ATTN:			**ATTN:**			**SHIP VIA:** Match Customer PO		
PHONE: 510-555-1212			**PHONE:** 510-555-1212			**PAYMENT TERMS:** Net 30		
EMAIL: ccopperpot@abc.com			**EMAIL:** ccopperpot@abc.com			**CONTRACT:** Texas DIR-CPO-4868		

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	6500	Darktrace DETECT/Endpoint		11/1/2023	10/31/2024	$ 36.30	73%	$ 9.80	$ 63,700.00
2	6500	Darktrace DETECT/Endpoint/Cyber AI Analyst		11/1/2023	10/31/2024	$ 36.30	73%	$ 9.80	$ 63,700.00
3	17500	Darktrace DETECT/Network		11/1/2023	10/31/2024	$ 34.85	90%	$ 3.49	$ 61,075.00
4	17500	Darktrace DETECT/Network/Cyber AI Analyst		11/1/2023	10/31/2024	$ 34.85	90%	$ 3.49	$ 61,075.00
5	1000	Darktrace DETECT/OT		11/1/2023	10/31/2024	$ 34.85	90%	$ 3.49	$ 3,490.00
6	1000	Darktrace DETECT/OT/Cyber AI Analyst		11/1/2023	10/31/2024	$ 34.85	72%	$ 9.76	$ 9,760.00
7	6500	Darktrace RESPOND/Endpoint		11/1/2023	10/31/2024	$ 72.60	73%	$ 19.45	$ 126,438.00
8	17500	Darktrace RESPOND/Network		11/1/2023	10/31/2024	$ 46.46	90%	$ 4.48	$ 78,470.00
9	1000	Darktrace RESPOND/OT		11/1/2023	10/31/2024	$ 46.46	77%	$ 10.50	$ 10,498.00
		--							
10	1	Darktrace Deployment Options/Appliance (Z)		11/1/2023	10/31/2024	$ 42,916.67	3%	$ 41,667.00	$ 41,667.00
11	1	Darktrace Deployment Options/Appliance (XA)		11/1/2023	10/31/2024	$ 42,916.67	3%	$ 41,667.00	$ 41,667.00
12	1	Darktrace Deployment Options/Appliance (X2)		11/1/2023	10/31/2024	$ 3,338.34	3%	$ 3,241.00	$ 3,241.00
13	1	Darktrace Deployment Options/Appliance (Medium)		11/1/2023	10/31/2024	$ 19,047.46	3%	$ 18,519.00	$ 18,519.00
14	2	Darktrace Deployment Options/Appliance (Small)		11/1/2023	10/31/2024	$ 3,815.01	3%	$ 3,704.00	$ 7,408.00
		SUBTOTAL YEAR ONE							**$ 590,708.00**

YEAR 2 - 11/2024 through 10/31/2025

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	6500	Darktrace DETECT/Endpoint		11/1/2024	10/31/2025	$ 36.30	73%	$ 9.81	$ 63,765.00
2	6500	Darktrace DETECT/Endpoint/Cyber AI Analyst		11/1/2024	10/31/2025	$ 36.30	73%	$ 9.81	$ 63,765.00
3	17500	Darktrace DETECT/Network		11/1/2024	10/31/2025	$ 34.85	90%	$ 3.49	$ 61,075.00
4	17500	Darktrace DETECT/Network/Cyber AI Analyst		11/1/2024	10/31/2025	$ 34.85	90%	$ 3.49	$ 61,075.00
5	1000	Darktrace DETECT/OT		11/1/2024	10/31/2025	$ 34.85	90%	$ 3.50	$ 3,500.00
6	1000	Darktrace DETECT/OT/Cyber AI Analyst		11/1/2024	10/31/2025	$ 34.85	72%	$ 9.73	$ 9,726.00
7	6500	Darktrace RESPOND/Endpoint		11/1/2024	10/31/2025	$ 72.60	73%	$ 19.45	$ 126,438.00
8	17500	Darktrace RESPOND/Network		11/1/2024	10/31/2025	$ 46.46	90%	$ 4.48	$ 78,470.00
9	1000	Darktrace RESPOND/OT		11/1/2024	10/31/2025	$ 46.46	77%	$ 10.50	$ 10,498.00
		--							
10	1	Darktrace Deployment Options/Appliance (Z)		11/1/2024	10/31/2025				
11	1	Darktrace Deployment Options/Appliance (XA)		11/1/2024	10/31/2025				
12	1	Darktrace Deployment Options/Appliance (X2)		11/1/2024	10/31/2025				
13	1	Darktrace Deployment Options/Appliance (Medium)		11/1/2024	10/31/2025				
14	2	Darktrace Deployment Options/Appliance (Small)		11/1/2024	10/31/2025				
		SUBTOTAL YEAR 2							**$ 478,312.00**

YEAR 3 - 11/2025 through 10/31/2026

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	6500	Darktrace DETECT/Endpoint		11/1/2025	10/31/2026	$ 36.30	73%	$ 9.81	$ 63,765.00
2	6500	Darktrace DETECT/Endpoint/Cyber AI Analyst		11/1/2025	10/31/2026	$ 36.30	73%	$ 9.81	$ 63,765.00
3	17500	Darktrace DETECT/Network		11/1/2025	10/31/2026	$ 34.85	90%	$ 3.50	$ 61,250.00
4	17500	Darktrace DETECT/Network/Cyber AI Analyst		11/1/2025	10/31/2026	$ 34.85	90%	$ 3.50	$ 61,250.00
5	1000	Darktrace DETECT/OT		11/1/2025	10/31/2026	$ 34.85	90%	$ 3.50	$ 3,500.00
6	1000	Darktrace DETECT/OT/Cyber AI Analyst		11/1/2025	10/31/2026	$ 34.85	72%	$ 9.73	$ 9,726.00
7	6500	Darktrace RESPOND/Endpoint		11/1/2025	10/31/2026	$ 72.60	73%	$ 19.45	$ 126,438.00
8	17500	Darktrace RESPOND/Network		11/1/2025	10/31/2026	$ 46.46	90%	$ 4.48	$ 78,470.00
9	1000	Darktrace RESPOND/OT		11/1/2025	10/31/2026	$ 46.46	77%	$ 10.50	$ 10,498.00
		--							
10	1	Darktrace Deployment Options/Appliance (Z)		11/1/2025	10/31/2026				
11	1	Darktrace Deployment Options/Appliance (XA)		11/1/2025	10/31/2026				
12	1	Darktrace Deployment Options/Appliance (X2)		11/1/2025	10/31/2026				
13	1	Darktrace Deployment Options/Appliance (Medium)		11/1/2025	10/31/2026				
14	2	Darktrace Deployment Options/Appliance (Small)		11/1/2025	10/31/2026				
		SUBTOTAL YEAR 3							**$ 478,662.00**

YEAR 4 - 11/2026 through 10/31/2027

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	6500	Darktrace DETECT/Endpoint		11/1/2026	10/31/2027	$ 36.30	73%	$ 9.81	$ 63,765.00
2	6500	Darktrace DETECT/Endpoint/Cyber AI Analyst		11/1/2026	10/31/2027	$ 36.30	73%	$ 9.81	$ 63,765.00
3	17500	Darktrace DETECT/Network		11/1/2026	10/31/2027	$ 34.85	90%	$ 3.50	$ 61,250.00
4	17500	Darktrace DETECT/Network/Cyber AI Analyst		11/1/2026	10/31/2027	$ 34.85	90%	$ 3.50	$ 61,250.00
5	1000	Darktrace DETECT/OT		11/1/2026	10/31/2027	$ 34.85	90%	$ 3.50	$ 3,500.00
6	1000	Darktrace DETECT/OT/Cyber AI Analyst		11/1/2026	10/31/2027	$ 34.85	72%	$ 9.73	$ 9,726.00
7	6500	Darktrace RESPOND/Endpoint		11/1/2026	10/31/2027	$ 72.60	73%	$ 19.45	$ 126,438.00
8	17500	Darktrace RESPOND/Network		11/1/2026	10/31/2027	$ 46.46	90%	$ 4.48	$ 78,470.00
9	1000	Darktrace RESPOND/OT		11/1/2026	10/31/2027	$ 46.46	77%	$ 10.50	$ 10,498.00
		--							
10	1	Darktrace Deployment Options/Appliance (Z)		11/1/2026	10/31/2027				
11	1	Darktrace Deployment Options/Appliance (XA)		11/1/2026	10/31/2027				
12	1	Darktrace Deployment Options/Appliance (X2)		11/1/2026	10/31/2027				
13	1	Darktrace Deployment Options/Appliance (Medium)		11/1/2026	10/31/2027				
14	2	Darktrace Deployment Options/Appliance (Small)		11/1/2026	10/31/2027				
		SUBTOTAL YEAR 4							**$ 478,662.00**

YEAR 5 - 11/2027 through 10/31/2028

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	6500	Darktrace DETECT/Endpoint		11/1/2027	10/31/2028	$ 36.30	73%	$ 9.81	$ 63,765.00
2	6500	Darktrace DETECT/Endpoint/Cyber AI Analyst		11/1/2027	10/31/2028	$ 36.30	73%	$ 9.81	$ 63,765.00
3	17500	Darktrace DETECT/Network		11/1/2027	10/31/2028	$ 34.85	90%	$ 3.50	$ 61,250.00
4	17500	Darktrace DETECT/Network/Cyber AI Analyst		11/1/2027	10/31/2028	$ 34.85	90%	$ 3.50	$ 61,250.00
5	1000	Darktrace DETECT/OT		11/1/2027	10/31/2028	$ 34.85	90%	$ 3.50	$ 3,500.00
6	1000	Darktrace DETECT/OT/Cyber AI Analyst		11/1/2027	10/31/2028	$ 34.85	72%	$ 9.73	$ 9,726.00
7	6500	Darktrace RESPOND/Endpoint		11/1/2027	10/31/2028	$ 72.60	73%	$ 19.45	$ 126,438.00
8	17500	Darktrace RESPOND/Network		11/1/2027	10/31/2028	$ 46.46	90%	$ 4.48	$ 78,470.00
9	1000	Darktrace RESPOND/OT		11/1/2027	10/31/2028	$ 46.46	77%	$ 10.50	$ 10,498.00
		--							
10	1	Darktrace Deployment Options/Appliance (Z)		11/1/2027	10/31/2028				
11	1	Darktrace Deployment Options/Appliance (XA)		11/1/2027	10/31/2028				
12	1	Darktrace Deployment Options/Appliance (X2)		11/1/2027	10/31/2028				
13	1	Darktrace Deployment Options/Appliance (Medium)		11/1/2027	10/31/2028				
14	2	Darktrace Deployment Options/Appliance (Small)		11/1/2027	10/31/2028				
		SUBTOTAL Year 5							**$ 478,662.00**

Quote Acknowledgement by Customer
Name: _____
Title: _____
Date: _____

Shipping	$	-
GRAND TOTAL	$	2,505,006.00

CUSTOMER'S SIGNATURE: _____

Apollo charges a 3% fee if using a credit card for purchasing.

COUNTY ATTORNEY
Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

Attorney/Client Privileged Document

REVIEW FORM

On November 30, 2023, the County Attorney's Office reviewed the following:

Apollo Information Systems Corp.'s Quotation, utilizing DIR Contract No. DIR-CPO-4868, for a five year term, in the amount of $2,505,006.00, for the purchase of cybersecurity related products and/or services.

Comments: **Approved as to legal form provided that the Purchase Order contains the following:**

1. **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:**

   a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

   b. If employing ten (10) or more full-time employees and this Purchase Order has a value of $100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

   c. If employing ten (10) or more full-time employees and this Purchase Order has a value of $100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

   d. If employing ten (10) or more full-time employees and this Purchase Order has a value of $100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate

against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

3. **Remote Access.** By acceptance of Purchase Order, as applicable, if Contractor requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Contractor's product and/or services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Contractor is granted remote access to County Systems:

    (A). Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.

    (B). Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.

    (C). Contractor's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

    (D). Remote access is restricted only to County Systems necessary for Contractor to provide their services to County pursuant to this Purchase Order.

    (E). Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

    (F). If any member(s) of Contractor's Workforce is provided with remote access to County Systems, then Contractor's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.

    (G). Failure of Contractor to comply with this Section may result in Contractor and/or Contractor's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.

    (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Contractor, is under the direct control of Contractor,

whether or not they are paid by Contractor and who have direct or incidental access to County Systems.

(I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

_____
Andrew Wipke
Assistant County Attorney