



**RSM US Product Sales LLC**  
 U.S Headquarters  
 Chicago, Illinois 60606  
 United States

Quotation (Open)	
<b>Date</b> Jan 26, 2026 12:11 PM CST	<b>Expiration Date</b> 04/23/2026
<b>Modified Date</b> Mar 02, 2026 10:27 AM CST	
<b>Quote #</b> 116514 - rev 2 of 2	
<b>Description</b> SentinelOne Singularity	
<b>SalesRep</b> Schieffer, Erin (P) 515 558 6615	
<b>Customer Contact</b> Cleveland, Rod (P) 405-366-0200 rcleveland@clevelandcountryok.com	

**Customer**

Cleveland County, Oklahoma (941-626-7)  
 Cleveland, Rod  
 201 South Jones Ave  
 Norman, OK 73069  
 United States  
 (P) 405-366-0200

**Ship To**

Cleveland County, Oklahoma  
 Cleveland, Rod  
 201 South Jones Ave  
 Norman, OK 73069-6000  
 United States  
 (P) 405-366-0200  
 rcleveland@clevelandcountryok.com

#	Description	Qty	Unit Price	Total
1	Singularity Commercial (perWorkstation). Complete with 90 Days Retention, IdentityThreat Protection, ThreatHunting, Annual PurpleQuery	136	\$28.00	\$3,808.00
2	Singularity Commercial (perServer). Complete with 90Days Retention, ThreatHunting, Annual PurpleQuery	19	\$35.00	\$665.00
3	Premium Support (Flat Fee).Premium Support includes 24x7 Support, e-mail/web/phone channels	1	\$532.00	\$532.00

**Subtotal: \$5,005.00**

Melissa Timperio / George Kohlhofer / Alden Hutchison / Rich Servillas

Shipping Options (circle one):

**Priority Next Day (10:30am) - Next Day - Two Day - Ground**

TO ORDER: Return this signed product quote to the RSM Individual identified above or fax to Purchasing @ 877.281.9587 or email to: crcpurchasing@rsmus.com

The prices quoted above for the Third-Party Products (defined below) specified above are subject to change after the expiration date identified above and do not include shipping costs, applicable taxes, or services of any kind, including, but not limited to, site preparation, configuration, implementation, installation, deployment, support, or other professional services.

In the event Customer (defined below) and RSM (defined below) previously entered into terms regarding RSMs resale of Third-Party Products (defined below) to Customer (Prior Agreed Upon Resale Terms) and a term below conflicts with a term set forth in the Prior Agreed Upon Resale Terms, the term set forth in the Prior Agreed Upon Resale Terms will govern except with respect to any terms set forth hereunder that RSM is required by the Licensor(s) (defined below) of the Third-Party Product(s) to bind Customer.

This document (Product Quote) constitutes an order by the customer identified above (Customer) for the purchase from RSM US Product Sales LLC (or, if applicable, another affiliate of RSM) of the above-described third-party software, hardware, equipment or other product (each, individually, a Third-Party Product and, collectively, the Third-Party Products). As an express condition precedent to the order, sale, subscription, and/or licensing of the Third-Party Products identified above to Customer and Customers right to access and use such Third-Party Products, Customer must execute this Product Quote and agree to accept, and to adhere to and be bound by, the terms and conditions set forth in this Product Quote. If any support, configuration, implementation, installation, deployment, or other professional services are to be provided by RSM US LLP, RSM Canada Consulting LP, RSM Canada LLP or one of their respective affiliates to Customer in conjunction with this Product Quote and/or such Third-Party Product(s), such services are subject to the terms set forth in a separately executed engagement agreement between RSM US LLP, RSM Canada Consulting LP, RSM Canada LLP or one of their respective affiliates (collectively, RSM) and Customer.

Customer understands and agrees that the ability of RSM to obtain Third-Party Products is subject to the availability of such Third-Party Products and may be subject to delays due to causes beyond RSMs control and that no RSM Party (defined below) shall be liable to Customer for such delays or lack of availability with respect to a Third-Party Product.

Invoices will be issued [monthly/annually] by RSM US Product Sales LLC (or, if applicable, another RSM affiliate) to Customer for the Third-Party Products identified above at the price(s), units, and/or duration specified above. Applicable sales tax will be applied and included in such invoices. **Invoices are due and payable by Customer on receipt. All sales are final.**

In the event an invoice is thirty (30) days past due, in addition to any other remedies available to RSM at law or in equity, upon written notice to Customer (an email will be sufficient), RSM may suspend or terminate Customers use of, access to, and the services provided to Customer by such Third-Party Product. No RSM Party (defined below) will be liable for any loss, damage, or expense incurred by Customer related to such suspension or termination, including, but not limited to, any loss of information or data stored by Customer on such Third-Party Product.

At the time of termination of the resale, whatever the reason may be, unless otherwise expressly agreed upon in a professional services agreement entered into by and between RSM and Customer, Customer **solely** is responsible for backing up, copying, and/or migrating any information and/or data stored on such Third-Party Product to another platform or database and no RSM Party will be liable for any loss, damage, or expense incurred by Customer related to such suspension or termination, including, but not limited to, any loss of information or data stored by Customer on such Third-Party Product.

In the event the Customers license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) identified in this Product Quote are based on actual use in the preceding month, Client acknowledges that the price of the license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) is subject to increase during the applicable term based on usage. Customer further acknowledges that the price of the license(s) and/or subscription(s) for, or the unit price of, the Third-Party Product(s) identified in this Product Quote are subject to increase at the time of renewal. RSM will provide Customer with at least fifteen (15) days prior written notice (an email will be sufficient) of an increase in the price of the applicable subscription and/or license for, or an increase in the unit price of, the Third-Party Product(s). To the extent Customer does not agree to pay such increase in the unit price and/or license and/or subscription price, Customer must provide written notice to RSM within fifteen (15) days of notice of such increase.

**Notwithstanding anything stated to the contrary herein or in any other agreement or document, Customer shall be responsible for payment in full to RSM for all fees (subscription, license or other fees) related to the Third-Party Product(s) identified in this Product Quote, including any subsequent months or years of a multi-month or multi-year subscription or license invoiced monthly or annually under this Product Quote, where such commitment is not cancellable by RSM. RSM will not reimburse to Customer any unused, prepaid fees (subscription, license, or other fees) related to such Third-Party Product(s) where such commitment is not cancellable.**

Customer acknowledges and agrees: (i) Customer solely is responsible for the selection of, and decision to use, implement, purchase, license and/or subscribe to, the Third-Party Products identified in this Product Quote; (ii) except as otherwise agreed upon in writing by Customer and RSM, as between RSM and Customer, the Third-Party Products identified in this Product Quote are owned, provided, licensed, hosted, supported, operated, monitored, managed, and controlled by the Licensor(s) of such Third-Party Products; (iii) Customer has read, accepts, and agrees to adhere to and be bound by the terms of use and service set forth in the applicable end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Products (collectively, **EULA(s)**) (iv) Customer will ensure that all users of the Third-Party Products will abide by the terms of use and service set forth in the applicable EULAs for such Third-Party Products and any other terms of use required by the third-party licensors, manufacturers, or owners of such Third-Party Products (collectively, the **Licensors** and each, individually, a **Licensor**); (v) Customer solely shall be responsible and liable with respect to Customer and Customers personnels improper use of the Third-Party Products or violation of the terms of use and service of the Third-Party Products; (vi) the underlying design, operation, performance, availability, and scalability of, and all warranties applicable to, a Third-Party Product shall be governed exclusively by the Licensors EULA, and no RSM Party shall have any liability for the foregoing; (vii) Customers remedies with respect to a Third-Party Product will be limited to whatever recourse may be available against the Licensor(s) thereof and are subject to all restrictions and limitations contained in the applicable EULAs for such Third-Party Product; (viii) RSM may share the contents of this Product Quote and any personal or confidential information of Customer reasonably necessary to order the Third-Party Products for Customer with the Licensor(s) of the Third-Party Product(s) and the sharing of such information with such Licensor(s) will not constitute a breach of any obligations of confidentiality to Customer on the part of RSM; (ix) RSM may, upon prior written notice, audit Customers use of the Third-Party Product(s) to confirm Customers compliance with the terms of use and service set forth in the Licensors(s) EULA(s) or, in the alternative, assign this audit right to the Licensor(s) of such Third-Party Product(s); and (x) the Licensor(s) of the Third-Party Product(s) are intended third-party beneficiaries of this Product Quote solely insofar as is necessary for such Licensor(s) to enforce their respective rights, including, but not limited to, intellectual property rights, payment obligations on the part of Customer, and access and use rights, and the terms set forth in this Product Quote vis--vis Customer. Nothing herein, however, shall grant Customer the right to enforce any of the terms of this Product Quote against the Licensor(s) of the Third-Party Product(s). Customers sole rights and remedies against the Licensor(s) of the Third-Party Product(s) are set forth in such Licensors(s) applicable EULA(s).

Customer agrees to indemnify, defend and hold RSM and each of its affiliates, and each of their respective partners, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the **RSM Parties** and each individually an **RSM Party**), harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, Customer or Customers personnels: (i) breach of the terms of this Product Quote; (ii) improper use of the Third-Party Product(s); and/or (iii) failure to comply with terms of the applicable EULA(s) for the Third-Party Product(s).

#### **Title to Third-Party Hardware Products/Security Interest.**

Title to any Third-Party Products identified above which are hardware (**Third-Party Hardware Product(s)**) shall remain with the Licensor(s) or RSM, as the case may be, until all payments therefor are made by Customer. It is the express intent of RSM and Customer that nothing herein shall constitute, nor shall be construed as, a conveyance of such Third-Party Hardware Product(s) on credit to Customer with a grant of a security interest to secure such credit arrangement. If it is deemed for any reason, however, that Customer has title to such Third-Party Hardware Product(s) despite the contrary intent herein, this Product Quote shall constitute a security agreement under the Uniform Commercial Code as in effect in the State of Illinois (the **UCC**). Accordingly, to secure Customers obligation to pay in full the purchase price for such Third-Party Hardware Product(s), Customer hereby grants to RSM a first priority continuing security interest in and to, and collaterally assigns and transfers to RSM, the Third-Party Hardware Product(s), including each component part thereof, and all products, proceeds, substitutions, and accessions thereof or thereto, and all books and records relating thereto. Customer hereby authorizes RSM to file financing statements, without notice to Customer, with all appropriate jurisdictions in order to perfect or protect RSMs interest or rights hereunder, which financing statements may indicate the collateral covered thereby as a specific description of the assets comprising such Third-Party Hardware Product(s), or by category, or by type, or by any other method, of an equal or lesser scope, or with greater detail, all in RSMs sole discretion. Customer shall execute any instruments or documents RSM deems appropriate to perfect or protect such security interest. In addition to all of the rights, remedies, powers, privileges, and discretions which RSM is provided under this Product Quote and by applicable law prior to the occurrence of any default or breach

hereunder, in the event of a default or other breach by Customer, RSM shall have all rights and remedies of a secured party upon default as provided by the UCC and any other applicable law. RSM shall, at its sole expense, file releases for any financing statements filed pursuant to this Product Quote promptly after receiving final payment for the applicable Third-Party Hardware Product(s) from Customer.

**Shipment/Risk of Loss of Third-Party Hardware Products.** Unless otherwise set forth in this Product Quote, all prices shown for Third-Party Hardware Product(s) are FOB Licensors facility. All transportation, freight, rigging, drayage, insurance and other costs of delivery of Third-Party Hardware Product(s) to the Customer facility will be paid by Customer. Risk of loss shall pass to Customer upon shipment. Unless Customer specifies shipping instructions, RSM shall select a common carrier on Customers behalf and shall arrange for delivery of the Third-Party Hardware Product(s) to the Customer facility.

**Warranty Disclaimer**

**NO RSM PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ANY THIRD-PARTY PRODUCT. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF A THIRD-PARTY PRODUCT IS AT CUSTOMERS SOLE RISK AND THAT THIRD-PARTY PRODUCTS ARE RECOMMENDED, USED, MADE AVAILABLE, AND/OR SUPPLIED BY THE RSM PARTIES AS IS AND AS AVAILABLE AND WITHOUT WARRANTY OF ANY KIND FROM THE RSM PARTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE.**

**Conflicts and Waiver**

Customer acknowledges and understands that RSM has a business relationship with the Licensor(s) of the Third-Party Product(s) identified in this Product Quote which Customer is purchasing. RSM will purchase such Third-Party Product(s) from such Licensor(s) and resell such Third-Party Product(s) to Customer. In the event that any or all of the foregoing may or does constitute a conflict of interest (whether real or perceived), Customer hereby agrees to waive such conflict of interest and agrees to release and hold the RSM Parties harmless from and against any claims arising from or out of, or relating to: (a) Customers assertion of such conflict of interest; or (b) the assertion by another party on Customers behalf of such conflict of interest.

**LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE RSM PARTIES ARISING OUT OF OR FROM, OR RELATING TO, THIS PRODUCT QUOTE OR THE THIRD-PARTY PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM AN RSM PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO RSM DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THIS PRODUCT QUOTE.

IN NO EVENT WILL ANY OF THE RSM PARTIES BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Confidential Information**

The information set forth in this Product Quote, including the pricing for the Third-Party Products and any discounts related thereto, constitutes the confidential information of RSM and will not be disclosed by Customer to any person or entity (other than as required by law or to Customers external auditors, accountants, or legal counsel who need to know the information in the ordinary course of Customers business and are subject to obligations of confidentiality) without the prior express written consent of RSM. Customer consents to the RSM Parties disclosing to and discussing with RSM International (a network of independent accounting firms of which RSM is a member) and/or its member firms that Customer information, including personal information, reasonably necessary to evaluate and maintain compliance with applicable laws, regulations, and professional and ethical standards, including, but not limited to, independence and conflicts of interest rules, and sanctions laws. Customer also consents to the RSM Parties disclosing such information to those third parties the RSM Parties use to monitor such laws, regulations, and professional and ethical standards for such purposes. The information the RSM Parties will share will include at a minimum: (a) the name of Customer; (b) any ownership relationship between Customer and any other entity; and (c) Third-Party Product(s) resold under this Product Quote and the Licensor(s) of such Third-Party Products(s) .

**Governing Law**

This Product Quote, including, but not limited to, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of or from, or relating in any way to, the Third-Party Products provided hereunder or this Product Quote, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law. Customer hereby submits to the exclusive personal and subject matter jurisdiction and venue of such courts and agrees to waive the defense of an inconvenient forum. The Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, and the United Nations Convention on the International Sale of Goods do not apply to this Product Quote or to any transaction or activity hereunder.

**Acknowledgement and Acceptance**

By the signature of its duly authorized representative below, Customer, intending to be legally bound, acknowledges that it has read and agrees to all of the provisions of this Product Quote including, any url links, terms, exhibits, or documents expressly incorporated herein by reference or attached hereto. Customer and its signatory below each hereby represent that said signatory is a duly authorized representative of Customer and has the requisite power and authority to bind Customer to the terms set forth in this Product Quote.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO # If required: \_\_\_\_\_