



Customer Name:

City of Las Vegas

Shipping Address:

495 S Main Street , Las Vegas, NV 89101

Invoice Address:

495 S Main Street , Las Vegas, NV 89101

Attn:

Michael Sherwood

Email:

msherwood@LasVegasNevada.GOV

Product Order Form:

136108-202401-19-950971

Date Prepared:

2024/01/19

Expiry Date:

2024/02/29

Darktrace Offering :						
Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
COMBINED COVERAGE [Not Ordered]						
PREVENT [Not Ordered]						
DETECT [Not Ordered]						
RESPOND [Not Ordered]						
DEPLOYMENT USAGE FEES						
Darktrace Deployment Usage Fees/Cloud Master	130,000 CPM	28.0	2024-03-01	2026-06-30		
Darktrace Deployment Usage Fees/Cloud Master	25,000 CPM	28.0	2024-03-01	2026-06-30		
Darktrace Deployment Usage Fees/Appliance (Medium)	2	28.0	2024-03-01	2026-06-30		
Subscription period commencing on 2024/03/01 ("Commencement Date")						
Installation Services						
Standard Support Services						
TRAINING						
eLearning Training						
Public Online Training						
					13,368	31,192
TOTAL						31,192
EXTENDED CUSTOMER PRICE IF PRODUCT ORDER FORM IS EXECUTED AFTER 29TH FEBRUARY 2024						34,311

Terms and Conditions:	
1	This Product Order Form shall be supplementary to, and coterminous with, Product Order Form Nos. 91931-202210-11-865402-GM, No. 51065-202104-21-444247-TC, and No. 113507-202305-30-933022-VP (collectively, the "Prior Order"), as previously agreed between the parties, the terms of which shall continue to apply, to the extent such terms do not contradict those contained herein, and will add to the Offering a subscription to use (i) two (2) Darktrace Deployment Usage Fees/Appliances (Medium) for a period of 28 months beginning on 1 March 2024; and (ii) two (2) Darktrace Deployment Usage Fees/Cloud Masters for a period of 28 months beginning on 1 March 2024. By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall have the meanings ascribed to them in the Darktrace Customer Agreement, as agreed between Darktrace and Customer ("Agreement") signed by the Customer on June 17, 2021 and by Darktrace on May 21, 2021 (Customer Agreement No. 210231-JL). This Product Order Form must be executed together with Product Order Form No. 136921-202401-30-950971. In the event that both Product Order Forms are not executed by Customer prior to close of business on 29 February 2024, both shall be voided and of no further effect.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.
7	In consideration for the use of the Appliance and licenses granted herein, Customer agrees that Darktrace shall be permitted to (a) identify the Customer as a customer and to use the Customer's name in connection with proposals to prospective customers, and (b) provide a reasonable number of reference calls on demand.

For Customer

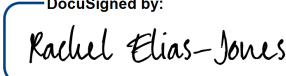
Signature: _____
Name: _____
Job Title: _____
Signature Date: _____
("Effective Date")

ATTEST:

LuAnn D. Holmes, MMC
City Clerk

Date

For Darktrace:

DocuSigned by:
Signature: 
Name: Rachel Elias-Jones
Job Title: Financial Director
Signature Date: 1/31/2024 | 1:50 PM PST