

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: 136921-202401-30-950971
Date Prepared: 2024/01/30
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						
Endpoint						
RESPOND [Not Ordered]						
Cyber AI Analyst [for Endpoint]						
DEPLOYMENT USAGE FEES						
Subscription period commencing on 2024/04/24 ("Commencement Date")						
Installation Services						
Standard Support Services						
ADDITIONAL SERVICES						
Darktrace Services/DETECT Support Services	1	26.2	2024-04-24	2026-06-30		
TRAINING						
eLearning Training						
Public Online Training						
Private Training (Remote)	2 Sessions					
					107,000	233,616
TOTAL						233,616

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 Darktrace Services/DETECT Support Services for a period of 26.2 months beginning on 24 April 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).
2	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.
3	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.
4	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.
5	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.
6	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:

Job Title:

Signature Date: 1/31/2024 | 1:50 PM PST



 Rachel Elias-Jones

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Rachel Elias-Jones

Financial Director