

Product Order Form

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: 91931-202210-11-865402-GM
Date Prepared: 2022/10/11
Expiry Date: 2022/11/30

Darktrace Offering :								
Line Item	Product/Services Description	Product Code	QTY	Term (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
1	Industrial Immune System	DCIP-IIS	1	43	2022-12-01	2026-06-30	223,248	799,970
	Medium Appliance	DCIP-M	1	43	2022-12-01	2026-06-30		
	V-Sensor	V-Sensor	5					
	Antigena for Endpoint	ENDP-ANTI	1000	43	2022-12-01	2026-06-30		
	Darktrace Prevent/Attack Surface Management (1,000 Assets, 1 Brand, 3,500 Employees)	PR-ASM	3500	42	2023-01-01	2026-06-30		
	Commencing on 1 December 2022 ("Commencement Date")							
	Installation Services							
	Standard Support Services							
2	eLearning Training	DCIP-TV-ELEARN						-
	Public Online Training	DCIP-TV-PUB						-
	Private Training (Remote)	DCIP-TV-REM	2					-
Total								799,970
Extended Customer Price if Product Order Form is executed after 30th November 2022								879,967



Terms and Conditions:

1	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 be subject to 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 shall be supplementary to Product Order Forms No. 82632-202206-20-878834 and 51065-2021-04-21-444247-TC (together, the "Prior Order"), as previously agreed between Customer and Darktrace, 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) Industrial Immune System, Antigena Endpoint, one (1) Medium Appliance, and five (5) V-Sensors for a period of forty-three (43) months and (ii) Darktrace Attach Surface Management for a period of forty two (42) months.
2	Antigena Endpoint is limited to 1000. Endpoint software is a software agent that connects securely to a Darktrace-hosted Cloud infrastructure across the internet and provides visibility of customer owned and administered computers (running the latest Windows and MacOS operating systems) in the Threat Visualiser even when they are outside private customer networks.
3	Cybersprint Attack Surface Management shall be provided in accordance with the Cybersprint Services Description v5.
4	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. The Software is limited to 4,000 (four thousand) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
5	PREVENT/ASM is limited to 1,000 Assets and 1 Brand. For the purposes of this Product Order Form, an "Asset" means any application that is potentially accessible from the internet such as (secure) websites, mail servers, application servers and DNS servers and a "Brand" means an intangible marketing or business concept that helps people identify a company, product, or individual which may be registered and protected as a trademark.
6	Installation and running of the Darktrace V-Sensor software will require the Customer to produce its own hardware and/or cloud services as set out in the applicable Product Data Sheet.
7	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.
8	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.
9	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.
10	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.
11	In consideration for the use of the Appliance and the licences 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, (b) display Customer's logo on Darktrace's web site, and (c) otherwise refer to Customer in print or electronic form solely for marketing or reference purposes, including in a joint press release(s). Customer also agrees to (d) participate in a case study for the purposes of marketing and promotion, (e) participate in and speak at least one Darktrace seminar, dinner, or roundtable event, (f) speak to 2-3 Darktrace referred journalist per year, and (g) provide a reasonable number of reference calls on demand.

This order is signed subject to the terms and conditions above

For Customer

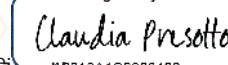
Signature:

Name:

Job Title:

Signature Date: _____
("Effective Date")**For Darktrace:**

DocuSigned by:


 Signature: _____
 Name: Claudia Presotto

Job Title: Head of External Reporting

Signature Date: 10/21/2022