

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: 107734-202303-28-691024-DK
Date Prepared: 2023/03/28
Expiry Date: 2023/04/24

Darktrace Offering :

Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
PREVENT [Not Ordered]						
DETECT [Not Ordered]						
RESPOND [Not Ordered]						
DEPLOYMENT OPTIONS						
Subscription period commencing on 2023/04/24 ("Commencement Date")						
Installation Services						
Standard Support Services including:						
Darktrace Services/DETECT Support Services	1	12	2023-04-24	2024-04-23		
TRAINING						
eLearning Training						
Public Online Training						
					107,000	107,000
TOTAL						107,000

Terms and Conditions:

1	The parties have previously agreed to Product Order Form No. 82632-202206-20-878834, 91931-202210-11-865402-GM, and 51065-202104-21-444247-TC (together, the "Prior Orders"). This Product Order Form shall be supplementary to the Prior Orders, 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 twelve (12) months. 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	The Darktrace products included within this Offering shall be subject to the Addendum attached hereto.
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 the subscriptions 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 Date
City Clerk**For Darktrace:**DocuSigned by:
Signature: *Catherine Graham*
60C8FD9FD50B94E8...

Name:

Job Title: CFO

Signature Date: 4/3/2023 | 5:13 AM PDT

APPROVED AS TO FORM:

DocuSigned by:
Timothy J. Geswein
60C2887628DE474... Date

3/30/2023 | 6:26 PM PDT

Timothy J. Geswein

Printed Name



APPENDIX 6:
ADDENDUM TO THE MASTER CUSTOMER AGREEMENT: PRODUCT SPECIFIC TERMS

This Addendum (“**Appendix 6**”) is applicable where Customer has purchased the **Augmented DETECT™** service offering (the “**DETECT Support Services**”). Save as otherwise defined herein, any definitions referenced in this Appendix 6 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).

DETECT Support Services	
Description	<p>Darktrace’s team of expert analysts will provide dedicated support of your DETECT deployment to support your in-house security operations, provide expert threat hunting and analysis, and continually optimize DETECT’s performance, comprising:</p> <p>Daily Actions – Mon-Fri - 2hrs/day:</p> <ul style="list-style-type: none"> • Triage and investigation of high priority DETECT Alerts • As required, touch with the Darktrace analyst to examine findings (via call or other preferred communication method) <p>Supplemental Actions – Mon-Fri - Up to 10hrs per week on demand:</p> <ul style="list-style-type: none"> • Support the optimization of the Darktrace DETECT platform • Close collaboration, education and counselling for your security team • Tailoring of the DETECT platform to reflect operating model and security priorities • Custom detections and use-cases • Investigation support
Customer’s Obligations/Special Terms	<ul style="list-style-type: none"> • For continuity of service, Darktrace will use all reasonable endeavors to provide continuity in the analyst providing the DETECT Support Services to the Customer. • DETECT Support Services will be delivered remotely unless agreed otherwise by the Parties. • Customer shall make available to Darktrace a member of their security team sufficiently trained and acquainted with the Customer’s security protocols and systems and who is able to provide, in a timely manner, such information as Darktrace may reasonably require, and ensure that it is accurate and complete in all material respects. • Customer acknowledges and agrees that any advice or information provided by Darktrace is general advice only, and Darktrace makes no warranties or representations as to the accuracy of the advice or its fitness for the Customer’s specific purpose. • Darktrace shall retain ownership of all intellectual property rights in working knowledge and know how gained from the DETECT Support Services.