

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: 113507-202305-30-933022-VP
Date Prepared: 2023/05/30
Expiry Date: 2023/06/23

Darktrace Offering :						
Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
PREVENT						
Darktrace PREVENT/End-To-End	3,500 Employees	36.0	2023-07-01	2026-06-30		
DETECT						
Cloud						
Darktrace DETECT/Cloud/Azure Module	1 Account	36.0	2023-07-01	2026-06-30		
RESPOND						
Apps						
Darktrace RESPOND/Apps/Microsoft 365	3,200 Accounts	36.0	2023-07-01	2026-06-30		
Zero Trust						
Darktrace RESPOND/Zero Trust/Okta	3,200 Accounts	36.0	2023-07-01	2026-06-30		
DEPLOYMENT OPTIONS						
Subscription period commencing on 2023/07/01 ("Commencement Date")						
Installation Services						
Standard Support Services including:						
Darktrace HEAL	1		2023-07-01	2026-06-30		
TRAINING						
eLearning Training						
Public Online Training						
Private Training (Remote)	2 Sessions					
					317,377	952,131
TOTAL						952,131

Terms and Conditions:

1	This Product Order Form shall be supplementary to, and coterminous with, Product Order Form Nos. 91931-202210-11-865402-GM and 51065-202104-21-444247-TC (together, 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) Darktrace PREVENT/End-To-End; (ii) Darktrace DETECT/Cloud/Azure; (iii) Darktrace RESPOND/Apps/Microsoft365; (iv) Darktrace RESPOND/Zero Trust/Okta; and (v) Darktrace HEAL. 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	Customer's use of Darktrace PREVENT/End-to-End is limited to the number of Employees ("Usage Metrics"). For such purposes, an "Employee" is either a full-time or part-time employee or other non-permanent third-party worker and/or contractor working under the instruction of the Customer. When sizing PREVENT products, ALL employees of the customer are to be considered. Supersedes any use of "User" or "FTE".
3	Customer's use of Darktrace DETECT/Cloud/Azure Module will be limited to a maximum of 1 Account. For such purposes, an "Account" is an enabled account with log-in credentials to the relevant application. Should the Account limit be exceeded, additional Fees shall be payable.
4	Customer's use of Darktrace RESPOND/Apps/Microsoft 365 will be limited to a maximum of 3200 Accounts. For such purposes, an "Account" is an enabled account with log-in credentials to the relevant application. Should the Account limit be exceeded, additional Fees shall be payable..
5	Customer's use of Darktrace RESPOND/Zero Trust/Okta will be limited to a maximum of 3200 Accounts. For such purposes, an "Account" is an enabled account with log-in credentials to the relevant application. Should the Account limit be exceeded, additional Fees shall be payable..
6	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.
7	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.
8	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.
9	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.
10	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, and (b) provide a reasonable number of reference calls on demand.

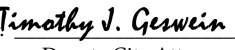
For Customer

Signature: _____

Name: _____


Job Title: _____

Signature Date: _____

APPROVED AS TO FORM: 
Timothy J. Geswein, Deputy City Attorney
600 Bankers Building, City of Chicago, IL 60601

ATTEST: _____
City Clerk Date

For Darktrace:

DocuSigned by:

Rachel Elias-Jones
Financial Director
Signature Date: 5/31/2023 | 12:39 PM PDT

5/31/2023 | 12:01 PM PDT