

PRODUCT ORDER FORM



Customer Name: Lewis County
 Shipping Address: 351 NW. North St, Chehalis, WA, 98532
 Invoice Address: 351 NW. North St, Chehalis, WA, 98532
 Attn: Steve Wohld
 Email: Steve.Wohld@lewiscountywa.gov

Product Order Form Ref: 26122-201911-26-608945
 Date Prepared: 2019/11/26
 Expiry Date: 2019/11/29

Darktrace Offering:						
Line Item	Product/Services Description	Product Code	QTY	Term (months)	Annual Customer Price (USD)	Extended Customer Price (USD)
1	Enterprise Immune System	DCIP-EIS	-	60	see Note 4	69,600
	comprising:					
	Large Appliance	DCIP-X2	1			
	Hardware					10,000
	Term license commencing on 2019/01/01 ("Commencement Date")					
	Installation Services					
	Standard Support Services					
2	Threat Visualizer, Virtual Instructor - Public	DCIP-TV-PT	1	-	-	Included
Total						79,600
Extended Customer Price if Product Order Form is executed after 29th November 2019						94,000

Terms and Conditions:	
1	Provided Customer is current in its payment obligations to Darktrace, Customer shall have the right to terminate this Product Order Form for convenience upon the completion of thirty six (36) months from the Commencement Date by providing at least ten (10) days' prior written notice sent to ringroup@darktrace.com ("Opt Out"). If Customer does not exercise such right to Opt Out, (a) this Product Order Form shall continue for the remainder of the Term; and (b) Darktrace shall be entitled to invoice Customer in accordance with its terms.
2	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 Master Customer Agreement included in the Appliance, which can also found at: https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement").
3	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 Software is limited to 2,700 (two thousand seven hundred) 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.
4	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced as follows: (i) \$10,000 for the Hardware to be invoiced following signature (ii) \$12,000 on or after January 1, 2020; (iii) \$14,400 on or after January 1, 2021; (iv) \$14,400 on or after January 1, 2022; and subject to the Opt Out on Note 1 (v) \$14,400 on or after January 1, 2023; and (vi) \$14,400 on or after January 1, 2024; Payment terms Net 30.
5	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.
6	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.
7	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.

Accepted By Customer **TENTATIVE APPROVAL**
PENDING BOB RESOLUTION - SK

Accepted By Darktrace

By: **STEVEN WOHLID**
 Title: **DIRECTOR OF IT SERVICES**
 Effective Date: **11/26/2019**

By:
 Title:
 Date: