

PRODUCT ORDER FORM



Customer Name: City of Oregon City
Shipping Address: 625 Center Street, Oregon City, Oregon 97045
Invoice Address: 625 Center Street, Oregon City, Oregon 97045
Attn: David Knoll
Email: dknoll@orcify.org

Product Order Form: 56035-202106-22-752871-TC
Date Prepared: 2021/06/22
Expiry Date: 2021/07/09

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		36	62,103	186,309	
	comprising:						
	<i>Medium Appliance</i>	DCIP-M	1				
	<i>Antigena Network Software</i>	DCIP-ANTI	1				
	Term license commencing on 1 August 2021 ("Commencement Date")						
	Installation Services						
Standard Support Services							
2	<i>eLearning Training</i>	DCIP-TV-ELEARN	1			-	
	<i>Public Online Training</i>	DCIP-TV-PUB	1			-	
Total						186,309	

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 Master Customer Agreement included in the Appliance, which can also be found at https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). From the Commencement Date, this Product Order Form will renew the license(s) granted by Product Order Form No. 45342-202101-11-595873-TC (the "Prior Order"). Pursuant to the Prior Order, Customer is already in possession of the Appliance(s), and shall not receive any additional Appliance(s) in connection with this Product Order Form.
2	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 one thousand (1,000) 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.
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 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.

For Customer

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____
 ("Effective Date")

For Darktrace:

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____