

Darktrace Support Services Terms and Conditions

Support Services Overview	
Overview	<p>Darktrace provides remote assistance support for the Darktrace Offering .</p> <p>Capitalised terms used, but not defined, herein will have the meanings ascribed to such terms in the Darktrace Master Services Agreement or Product Order Form(s), as applicable, each between the Customer and Darktrace, and in the event of any conflict between the terms of this Support Services Data Sheet and such Master Services Agreement or Product Order Form, as applicable, the terms of such Master Services Agreement or Product Order Form, as applicable, will control.</p>
Standard Support Services	<p>Darktrace provides all Customers with the following Standard Support Services:</p> <ul style="list-style-type: none"> • Helpdesk • Software Updates • Hardware Support • Health Checks and System Diagnostics • Customer Portal
<p>The availability of Support Services may be subject to geographic limitations which vary across jurisdictions. Availability of Support Services must be checked at the time of purchase.</p>	

Standard Support Services	
Helpdesk	<p><u>Customer Portal</u>. Darktrace will provide support from its technical support personnel during the coverage hours. Support requests will be raised and responded to through the Customer Portal. Customer Portal support will be available in the English language.</p> <p><u>Telephone Hotline Support</u>. Darktrace provides telephone assistance from its technical support personnel during the Coverage Window . Telephone support will be available in the English language. The Telephone Hotline Support numbers are available on the Customer Portal or otherwise available on request. To receive telephone support, customers must have a Customer Portal account and pass authentication checks.</p> <p>For instructions on how to raise support tickets and open a support case, Customer should refer to the Darktrace Support Guide, available on the Customer Portal or otherwise available on request.</p> <p>For reported problems, Darktrace may initiate and perform remote diagnostics using electronic remote support tools or other means available, to access Customer equipment to facilitate remote problem resolution.</p> <p><u>Error Correction</u>. Darktrace will use reasonable endeavors to correct verifiable and reproducible errors based on standard reproducible test case methodology when reported to Darktrace by Customer in the Customer Portal . Where a verifiable error exists, i.e., that which constitutes unexpected or deviant code execution from baseline standard, the error correction, when completed, may be provided in the form of a software patch and/or a workaround. The Customer acknowledges that not all reported errors may be corrected. Customer agrees to implement temporary procedures or workarounds provided by Darktrace ("<u>Temporary Solutions</u>") while Darktrace works on a permanent solution. If Customer fails to implement any such Temporary Solutions, resulting in the failure of the Offering Darktrace will have no liability for such failure.</p>
Software Updates	<p>Darktrace will make available to Customer, for no additional charge, a copy of each Update. "<u>Update</u>" means new releases of the Offering containing error corrections, enhancements, updates which are made commercially available by Darktrace as part of maintenance and any corrections and updates to the associated Documentation. If a Customer has Call Home enabled, Updates can be delivered automatically. In the event that Updates are not automatically installed, Customer shall install the Updates within a reasonable time when made available on the Customer Portal. Updates are subject to the Darktrace End of Life Policy on the Customer Portal.</p>

Hardware Support (Return to Base)	<p>Subject to the General Requirements below, and other than racking, cables, data-feeds and third party products (such as taps and network aggregators. Darktrace provides all parts and materials necessary to maintain the Hardware in good operating condition, including parts and materials.</p> <p>Upon discovery of any failure of the Hardware and/or any component parts, Darktrace will ship replacement Hardware and/or component part(s) which may be an equivalent or a later revision (the “<u>Advance Replacement Hardware</u>”). While Darktrace will endeavor to ship Advance Replacement Hardware within a reasonable period, the Customer acknowledges and agrees that transport delays, import and export requirements, and other factors outside of Darktrace’s control may affect delivery timescales.</p> <p>Customer is responsible for performing the following functions prior to return shipping failed Hardware to Darktrace: a) raise a Customer Portal ticket detailing the specifics of the failure and perform any troubleshooting steps advised by Darktrace technical support personnel; b) provide, in writing, the Hardware’s model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); c) unless the Hardware will be delivered and picked up in person by Darktrace, Customer is responsible for packaging the failed Hardware carefully in the original packaging or Darktrace-provided shipping container, or a shipping container that prevents it from being damaged while in transit to Darktrace; and d) all parts originally shipped must be returned, including rails, transceivers and power cables.</p> <p>Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Hardware or component part(s).</p> <p>Replacement parts provided under Hardware support may be whole unit replacements, or may be new or functionally equivalent to new in performance and reliability. .</p> <p>Should the Hardware or component parts returned by Customer be missing any hardware or component parts, Darktrace will invoice for, and Customer agrees to pay the cost of, the Hardware and/or component parts, as applicable.</p> <p>For components that are discontinued, an upgrade path may be required. Darktrace will work with Customer to recommend a Hardware solution.</p>
Health Check and System Diagnostics	<p>The health checks diagnostics are continual and include but are not limited to the following types of metrics, as applicable to the Offering:</p> <ul style="list-style-type: none"> • CPU performance • Memory utilization • Appliance load • Number of unique devices seen on network (numeric value) • Bandwidth per interface • Errors on interface • Connections per minute • Disk utilization • Alert metrics (numeric values) <p>Additionally, if any diagnostic troubleshooting is required, a Darktrace technical support personnel can run diagnostic tools via Call Home to assist in determining the cause of any issues.</p>
Customer Portal	<p>Darktrace’s Customer Portal is available to all customers under Support. Through the Customer Portal, Customer may:</p> <ul style="list-style-type: none"> • Raise support tickets. • Manage users* • Add/remove contacts for notifications* • Sign up for training sessions • View training videos • Read documentation and blog posts • Download software and appliance updates • Sign up to marketing events and promotions

	<p>Customer is, at all times, in control of authorising and issuing employees, contractors, agents or Outsource Providers (collectively, "Personnel") with access to the Customer Portal. Darktrace provides the Customer Portal subject to the terms of the Agreement and Customer remains responsible for ensuring that any use of the Customer Portal by its Personnel complies with the provisions thereof.</p> <p>*These activities are restricted to Customer's Primary Users. "Primary User" means a designated individual named on the Customer Portal as a Primary User.</p>
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Assumptions	
Duration	<p>Support Services coverage period starts on the Commencement Date of the Offering and continues for the period of time specified in the applicable Product Order Form. Darktrace will only be liable to provide Support Services if the Customer is current with its payment of fees to Darktrace.</p> <p>If Customer does not renew a Support Services term, but continues to access the Support Services, Darktrace will be entitled to invoice Customer for any period of Support Services provided. If Customer cancels, but later seeks to reinstate Support Services, Customer will be responsible for the payment of all back fees in regards to such Support Services.</p>
Call Home	<p>The Darktrace Offering can be configured to connect to the Darktrace's secure and encrypted channel to receive patches and Updates and to provide access for ad hoc diagnostics, bug investigation and fixing, and threat intelligence functions drawn from Customer Data. If required to respond to a support ticket, the remote analyst support is dependent on the granting of Call Home access for the analysts to be able to interact with the Offering. A Darktrace Offering operating Call Home will attempt to establish a secure SSH channel with the Darktrace infrastructure. Each Darktrace installation will have a unique hostname pre-set in the configuration, resolving to a single Darktrace central IP address. To enable Call Home to function, Darktrace must be permitted to contact the four Darktrace IP addresses over TCP Port 22 or TCP Port 443. At Darktrace's discretion, Support Services may also be provided using remote diagnosis and support, onsite service or through other Support Services delivery methods, or any combination thereof. If any onsite support is provided, Customer will be charged for any applicable travel fees and expenses. Customer acknowledges that disabling Call Home will impact Darktrace's ability to perform Support Services.</p>
Customer Responsibilities	<p>Upon Darktrace's request, Customer will be responsible for assisting Darktrace in resolving the problem remotely in providing all information necessary for Darktrace to deliver timely and professional remote support or to enable Darktrace to determine the level of support eligibility, including;</p> <ul style="list-style-type: none"> Starting self-tests and/or other diagnostic tools and programs; and Installing customer-installable firmware updates and patches Performing other reasonable activities to help Darktrace identify and resolve the problem.

	<p>Darktrace may also provide Customer with self-installable parts or units, to Customer following written instructions from Darktrace.</p> <p>Darktrace does not provide backup services. Customer must maintain a separate backup system or procedure for its network data that is not dependent on the Offering.</p> <p>Customer will notify Darktrace if it uses the Offering in an environment that poses a potential health or safety hazard to Darktrace employees providing onsite Support Services. Darktrace may require Customer maintains the Offering under Darktrace's supervision and may postpone any onsite Support Services until such hazard(s) are remedied.</p>
General Requirements	<p>Darktrace will not be liable to provide Support Services with respect to Hardware which is faulty on the basis of: (i) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Documentation or these terms; (ii) failure or functional limitations of any non-Darktrace software or product impacting systems receiving Darktrace Hardware Support Services; (iii) malware (e.g. virus, worm, etc.) introduced by Customer; or (iv) modifications or improper system maintenance or calibration not performed by Darktrace or authorized in writing by Darktrace; (v) fire damage, water damage, accident, electrical disturbances, transportation by Customer, or other causes beyond Darktrace's control; (vi) or use not in line with a proper manner or in conditions which adequately protect and preserve the Hardware.</p> <p>NO ADVICE, ALERT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SUPPORT SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN OR IN THE MASTER SERVICES AGREEMENT. DARKTRACE SHALL NOT BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT OR ALERTS AVAILABLE THROUGH THE SUPPORT SERVICES, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED.</p> <p>Darktrace may discontinue specific Support Services no longer included in Darktrace's Offering upon six (6) months' prior written notice, unless otherwise agreed in writing. If Darktrace cancels prepaid Support Services pursuant to this paragraph, Darktrace will refund Customer a pro-rated amount for such unused prepaid Support Services. The Darktrace end of life Software policy is available on the Customer Portal.</p> <p>Additional services performed by Darktrace at Customer's request, which are not included in the Support Services, will be agreed by the Parties in advance and chargeable at the applicable published service rates for the country where the services are to be performed.</p>
Coverage Window	<p>The coverage window specifies the coverage hours during which Customer calls may be logged and service is delivered remotely or onsite (as applicable). Helpdesk and Hardware Support will be available 24/7 (24 hours per day, Monday through Sunday)</p>
Affiliates	<p>Customer acknowledges that the following Darktrace Affiliates may be involved in the provision of Support Services:</p> <ul style="list-style-type: none"> - Darktrace, Inc. - Darktrace Australia Pty Ltd. - Darktrace Japan K.K - Darktrace Singapore Pte Ltd. - Darktrace South Africa Pty Ltd. - Darktrace Korea Ltd.
Support in Japanese	<p>Darktrace will use commercially reasonable efforts to provide telephone hotline support and ticket support in the Japanese language during the coverage window of 10:30am-6:30pm Japan time Monday through Friday.</p>
Support in Spanish	<p>Darktrace will use commercially reasonable efforts to provide telephone hotline support and ticket support in the Spanish language during the coverage window of 9:00am-5:00pm US Eastern Standard Time Monday through Friday.</p>

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