

## Partner Booking Policy

### 1. Purpose and Scope

The following Partner Booking Policy (“Booking Policy”) governs all partner transactions and forms part of the Darktrace Defenders Partner Program. In the event of a conflict between the Partner Agreement and this Policy, the Partner Agreement will prevail.

### 2. Form of Order

A Partner may only submit an order to Darktrace when they have a binding order from an End User. When placing an order, an authorized Darktrace partner must provide Darktrace with either: (i) the Partner’s purchase order referencing and consistent with the Darktrace approved quote; or (ii) an executed Darktrace Product Order Form (either (i) or (ii) are referred to herein as an “Order”). All Orders are subject to and governed by the Partner Agreement and the terms and conditions of the Partner Agreement shall supersede any different or additional terms on the Partner’s purchase order or other documents. The End User’s usage of the Darktrace Products and Services are subject to the Darktrace Master Services Agreement which can be found [here](#).

### 3. Order Requirements

Orders issued by the Partner to Darktrace must include the following information: applicable Darktrace offerings including any licensed metric numbers; Darktrace pricing and subscription dates; the customer’s name, email address, and mailing address (must include country); partner billing information; and the End User purchase order number. The Partner’s contract with the end customer must fully mirror its contract with Darktrace, including term dates and licensed metrics. Authorized MSSP Partners delivering Darktrace as part of a partner-led managed service are exempt from providing end user detail but must align subscription start and end dates and cannot include termination language in their terms. Any Order submitted for a multi-year term requires a binding multi-year order. Partners will be financially and contractually liable for the whole of the multi-year commitment. Darktrace sellers will face disciplinary measures if a partner purchase order is purposefully misaligned with an End User purchase order, or if an End User has not made a commercially binding purchase commitment to the Partner.

### 4. Orders with Distributors

If the Partner is designated as an indirect (or Tier 2) reseller, the Partner must purchase the

Darktrace Products and Services from a Distributor when placing an Order. All pricing and payment terms shall be determined between the Partner and the Distributor. Darktrace shall have no liability under the Tier II Partner's purchase order (including any obligations or terms therein) placed with Distributors. Darktrace's obligation to provide Products and Services shall be in accordance with Darktrace's agreement with the Distributor and the Distributor's corresponding Order that has been accepted by Darktrace.

## 5. Order Acceptance

All orders placed with Darktrace are subject to Darktrace's review and may be rejected for any reason at Darktrace's sole discretion prior to fulfillment. Orders are deemed accepted upon Darktrace's receipt of the Order to the extent consistent with the corresponding Darktrace approved quotation or Product Order Form and the Partner Agreement. All Orders inconsistent with a Darktrace approved quotation or the Darktrace Program Agreement are deemed rejected to the extent inconsistent. Once an Order has been received by Darktrace, (i) Orders are non-cancellable by the Partner (including in the event of termination at will of the Program Agreement), (ii) all payments are non-refundable, and (iii) delivery/commencement dates may be changed only upon Darktrace's written consent. In accordance with the Partner Agreement, Darktrace conducts End User verifications with the End User to validate that the End User contract matches the Darktrace contract with the Partner in all material respects as described above for its own internal and external audit purposes. The Partner has an obligation to inform the End User that a verification will be sent by Darktrace 24-48 hours after order placement. MSSP and Darktrace-subscribed marketplace transactions are excluded from End User verification.

## 6. Pricing and Payment

The Partner shall pay Darktrace for all Offerings at the price set forth in the approved quotation or Product Order Form. Prices are determined by the Darktrace list price minus the applicable discount, unless otherwise provided in Darktrace's quote to the Partner. A price quoted or offered in one quote is only valid until the expiration date and not guaranteed for any other quotation. Darktrace will invoice the Partner for Products upon commencement date. Any amounts due and payable by the Partner but unpaid shall bear interest at the maximum annual rate permitted by applicable law until paid in full, which amount, including accrued and unpaid interest, shall be payable upon demand.

## 7. Customer Acceptance and Deployment Requirements

If the End User has special requirements including but not limited to acceptance testing, inspection, or deployment milestones, the contract must explicitly reflect the same at the time of order placement. Failure to disclose these requirements at the time of order placement will not waive the Partner's obligation for timely payment and may impact future orders and partner's standing in the Darktrace Defenders Partner Program. In the event that the End User terminates their agreement, the Partner is still responsible for timely payment for any outstanding Orders. Failure to pay will impact Partner's ability to place Orders and the Partner will no longer be in good standing.

## 8. Tax

The Partner agrees to comply with all relevant local laws and both parties agree to supply all necessary documentation to ensure compliance with local tax laws and reporting requirements, including residency certificates to help mitigate any double taxation where applicable.