

Darktrace Standard Supplier Terms

These Darktrace Standard Supplier Terms (the “**Supplier Terms**”), together with the applicable Appendices and any purchase order or Order Form referencing these Supplier Terms, form the agreement between Darktrace Holdings Limited or the applicable Darktrace Affiliate identified in the purchase order or Order Form (“**Darktrace**”) and the Supplier (the “**Agreement**”). These Supplier Terms apply to all purchases of goods, software, services or deliverables by Darktrace and may be incorporated by reference in any purchase order or Order Form.

1. DEFINITIONS

1.1. Unless otherwise specified below or context otherwise requires, capitalised terms will have the meanings given to them in this Agreement:

“**Affiliate**” means an entity which controls, is controlled by or is under common control with, a contracting Party;

“**Applicable Law**” means all laws which are applicable to the Parties and the provision of the Offering in the jurisdiction in which the Parties are operational;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England;

“**Confidential Information**” means any information disclosed orally, or in writing, or in tangible or intangible form, which is designated as, or ought reasonably to be deemed confidential by its nature and the circumstances of disclosure including, but not limited to: non-public information, technical data or know-how, software and services, object code, source code, research, inventions, processes, designs, drawings, engineering, released or unreleased products, marketing or promotion, customers, suppliers, business policies and practices, market and financial information, this Agreement and its content.

“**Data Processing Addendum**” or “**DPA**” means the Supplier Data Processing Addendum entered into between the Parties, which is available at: <https://www.darktrace.com/legal/supplier-data-processing-addendum>, as may be amended from time to time;

“**Data Protection Laws**” means all applicable privacy and data protection laws anywhere in the world including, but not limited to, the Regulation 2016/679 of the European Union (the “**GDPR**”), the Data Protection Act 2018, the GDPR as enacted into the laws of the United Kingdom (the “**UK GDPR**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other laws of similar or equivalent effect. The terms “**Process**”, “**Processing**”, “**Controller**”, “**Processor**”, “**Supervisory Authority**”, “**technical and organisational measures**”, “**Data Breach**”, “**Personal Data**” and “**Data Subject Request**” will have the meanings set out in the Data Protection Laws;

“**Darktrace Data**” means any commercial and proprietary data provided by Darktrace to Supplier by whatever means;

“**Deliverables**” means any outputs, work product, reports, materials or other deliverables to be provided by the Supplier to Darktrace as described in the applicable purchase order or Order Form or as otherwise agreed in writing between the Parties;

“**Derived Data**” means data derived by Supplier from Darktrace’s use or receipt of the Offering or Supplier’s processing of Darktrace Data, including but not limited to data processed and stored as mathematical constructs, and statistical and aggregated data;

“**Documentation**” means the printed and online instructions, manuals, diagrams, and Specifications which are provided by the Supplier to Darktrace;

“**Fees**” means the fees payable by Darktrace to Supplier as agreed in writing between the Parties;

“**Insolvency Event**” means a Party: (i) entering into a creditor arrangement which is not solely related to a solvent reconstruction; (ii) being unable to pay its debts when they fall due; (iii) having an administrator appointed over all or a substantial part of its business; (iv) a creditor or encumbrancer takes possession of all or a substantial portion of the affected Party’s business which is not discharged within fourteen (14) Business Days; or (v) any event takes place which is equivalent to or substantially similar in effect to those set out in (i) to (iv);

“**Intellectual Property Rights**” means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world;

“**Offering**” means the Software, Services, Goods or Deliverables to be provided by the Supplier to Darktrace under this Agreement;

“**Relevant Requirements**” means all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, money laundering, anti-slavery and human trafficking, and sanctions and export controls, including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the Modern Slavery Act 2015, the Sanctions and Anti-Money Laundering Act 2018 and any regulations made thereunder, and all applicable sanctions laws and regulations

administered by the United States (including OFAC), the United Nations, the European Union and the United Kingdom;

“**Representatives**” means a Party’s Affiliates and its and its Affiliates’ directors, employees and consultants, who are subject to a written obligation of confidentiality, and who have a need to know;

“**Specifications**” means the functional specification, diagrams for the Offering as set out in the Documentation;

“**VAT**” means any value added or sales taxes which are payable by Darktrace for the receipt of the Offering.

2. INTERPRETATION

2.1. Any reference to: (a) the singular includes the plural; (b) one gender includes all other genders; (c) a ‘person’ includes a natural person and a legal person; (d) the words “including”, “include” or other terms of a similar nature will be construed without limitation; and (e) a statute or statutory instrument includes any subordinate legislation and any statute which modifies, supersedes, consolidates or re-enacts, whether in force before or after the date of the Agreement.

3. OBLIGATIONS OF THE PARTIES

3.1. Each Party will provide the other Party with such reasonable assistance as is required to enable the other Party to comply with its obligations under this Agreement. Darktrace will comply with any prerequisites or dependencies communicated by the Supplier in writing.

3.2. The Supplier will have no liability to Darktrace to the extent that any material non-conformance of the Offering with the Specifications is due to Darktrace’s modification or use of the Offering in breach of this Agreement.

3.3. The Supplier shall not subcontract any of its obligations under this Agreement without Darktrace’s prior written consent. The Supplier shall remain fully responsible for all acts and omissions of its subcontractors and shall ensure that any subcontractor is bound by obligations no less onerous than those imposed on the Supplier under this Agreement.

3.4. The Supplier shall maintain and regularly test business continuity and disaster recovery plans that are adequate to ensure continued provision of the Offering in the event of a disruption. The Supplier shall provide Darktrace with a summary of such plans upon reasonable request and notify Darktrace promptly of any material changes to such plans.

4. DARKTRACE DATA

4.1. Darktrace owns all rights, title and interest in Darktrace Data and is responsible for ensuring the legality, quality, accuracy, reliability and integrity of the Darktrace Data. Darktrace will ensure that it has obtained all necessary licences and consents to use, and permit the Supplier to process and use, the Darktrace Data in accordance with the terms of this Agreement.

4.2. Darktrace grants Supplier a limited, revocable, non-exclusive, royalty-free right to access and use the Darktrace Data solely to the extent necessary to enable the Supplier to provide the Offering.

4.3. The Supplier shall not use, disclose or otherwise process Derived Data for any purpose other than the provision of the Offering to Darktrace, unless Darktrace has provided prior written consent. Upon termination or expiry of this Agreement, the Supplier shall delete or destroy all Derived Data in its possession within thirty (30) days, unless retention is required by Applicable Law.

5. FEEDBACK

5.1. Supplier may use any suggestions, comments or feedback (“**Feedback**”) provided by Darktrace on a non-exclusive basis solely to improve the Offering, provided that such use is not for the purpose of creating a product or service which directly competes with that offered by Darktrace to its customers. For the avoidance of doubt, Darktrace retains all Intellectual Property Rights in the Feedback.

6. FEES

6.1. Fees are quoted exclusive of VAT and are payable in accordance with the payment terms agreed in writing between the Parties. In the absence of agreed payment terms, Darktrace will make payment for the Offering within forty-five (45) days of the date of receipt of a validly raised invoice.

6.2. If Darktrace fails to make payment within the prescribed period, Supplier will issue a notice of default (a “**Notice**”), requiring payment of undisputed amounts within fourteen (14) Business Days of the date of the Notice (the “**Extended Period**”). If payment is not made within the Extended Period, Supplier may charge interest at 1.5% per annum above the Bank of

England Base Rate from the expiry of the Extended Period until the date that payment is made.

6.3. Unless otherwise specified in the purchase order or Order Form, Darktrace is entitled to withhold or deduct any amount payable by Supplier to Darktrace, from any amount Darktrace is required to pay to Supplier in respect of the Offering. The Parties will cooperate with each other to minimise any applicable taxes and will provide each other with such relevant tax information as is reasonably requested (including resale or exemption certificates, multi-state exemption certificates, VAT numbers, information concerning use of assets and materials, and notices of assessments).

6.4. Save to the extent that any increase in the Fees has been agreed in writing between the Parties, the Supplier is not entitled to increase the Fees during the applicable Term.

6.5. If the Supplier fails to submit a valid invoice in respect of a purchase order or Order Form within 90 days of the later of the date of the purchase order or Order Form or completion of the relevant delivery or services, the purchase order or Order Form shall lapse and Darktrace shall have no further obligation to accept delivery or performance under it. The Supplier may request a reasonable extension by written notice prior to expiry, not to be unreasonably withheld. Lapse does not affect the Supplier's right to payment for goods or services already accepted or any rights under the Late Payment of Commercial Debts (Interest) Act 1998.

7. DATA PROCESSING

7.1. Each Party will comply with all applicable Data Protection Laws regarding the use, protection and Processing of Personal Data during the Term. To the extent that the Supplier Processes Personal Data on behalf of Darktrace, the Parties will comply with their respective obligations under the Data Processing Addendum.

8. CONFIDENTIALITY

8.1. Receiving Party will keep the Confidential Information of the Disclosing Party confidential and will not use, disclose, reproduce, summarise or otherwise make the Confidential Information available for any purpose other than the performance of its obligations under this Agreement, and will protect it with no less than the degree of care it applies to its own Confidential Information.

8.2. Receiving Party may only disclose the Confidential Information where necessary to its Representatives. Receiving Party will be liable for any acts or omissions of its Representatives as if those acts or omissions were its own.

8.3. Confidential Information does not include any information which: (a) is or becomes publicly available other than by breach of this Agreement; (b) is lawfully known to the Receiving Party prior to its disclosure or provided to it by a third party who is not under an obligation of confidentiality to the Disclosing Party; (c) is independently developed by the Receiving Party without use of, reference or access to the Confidential Information; or (d) the Parties agree in writing is not confidential.

8.4. Notwithstanding clause 8.2, the Receiving Party may disclose Confidential Information to the extent necessary to comply with a direction issued by a regulatory or judicial authority ("**Authority**"), provided that: (a) to the extent legally permissible, the Receiving Party provides the Disclosing Party with prior notice of the nature and scope of the request with sufficient time to enable the Disclosing Party to seek a protective or equivalent order; and (b) obtains written assurance from the Authority that it will afford the Confidential Information the highest level of protection available.

8.5. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of any misuse or unauthorised disclosure of its Confidential Information and provide such assistance to the Disclosing Party as is reasonably practicable to regain the Confidential Information and prevent further disclosure or misuse.

8.6. The obligations set out in this clause 8 shall survive termination or expiry of this Agreement for a period of five (5) years, provided that obligations in respect of trade secrets shall survive indefinitely.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Neither Party shall have any right, title or interest in the Intellectual Property Rights of the other Party (the "**Owning Party**") save as otherwise set out in this Agreement. To the extent that Intellectual Property Rights of the Owning Party may automatically vest in the other Party, that Party will immediately assign all rights, title and interest in the Owning Party's Intellectual Property Rights to the Owning Party.

9.2. The Supplier will defend Darktrace against any third party claims that Darktrace's use or receipt of the Offering in accordance with this Agreement infringes third party Intellectual Property Rights and will indemnify Darktrace from and against: (a) damages awarded by a court of competent jurisdiction or agreed in full and final settlement; and (b) reasonable costs incurred in full and final settlement (including reasonable attorney's fees), provided that Darktrace will: (i) give the Supplier full authority to defend or settle the claim; (ii) make no admissions of liability

on behalf of the Supplier; and (iii) take commercially reasonable efforts to mitigate its losses.

9.3. Notwithstanding clause 9.2 above, Supplier shall not indemnify Darktrace to the extent that the third party claim is based upon Darktrace's: (a) modification of the Offering without the consent of the Supplier; (b) use of the Offering in breach of this Agreement; (c) combination of the affected portion of the Offering with software or hardware which is not provided or recommended by the Supplier; or (d) continued use of the Offering following receipt of notice of infringement and the expiry of a reasonable transition period of no less than ninety (90) days from such notice, and, but for any of the acts under (a) to (d), such infringement would not have occurred.

9.4. In the settlement of a claim under clause 9.2 above, the Supplier may either: (a) procure the right for Darktrace to continue receiving the Offering in the manner contemplated by this Agreement; (b) replace or modify the Offering so that it becomes non-infringing; or (c) terminate the Agreement on prior written notice to Darktrace and provide Darktrace with a full refund of any pre-paid, unused Fees.

10. LIABILITY

10.1. Subject to clause 10.3, each Party's maximum aggregate liability to the other Party (whether in contract, tort or otherwise) is limited to one hundred percent (100%) of the Fees paid or payable by Darktrace to the Supplier during the Term (the "**Liability Cap**"). Notwithstanding the aforementioned, the Liability Cap is increased to three hundred percent (300%) of the Fees paid or payable by Darktrace to the Supplier in respect of breach of clause 7 (Data Processing), clause 8 (Confidentiality) and clause 9.2 (Indemnity).

10.2. Subject to clause 10.3, neither Party is liable to the other for any consequential, indirect, special, incidental, punitive, or exemplary losses (whether foreseeable or unforeseeable), loss of profit, loss of business opportunity, loss of or damage to goodwill or reputation or wasted expenditure, provided that this exclusion shall not apply to the Supplier's liability arising from a breach of clause 7 (Data Processing), clause 8 (Confidentiality) or clause 9.2 (Indemnity). Save to the extent that the Supplier is providing Services for the storage, backup, recovery or processing of Darktrace Data, neither Party will be liable for loss of or corruption to data.

10.3. Neither Party's liability is limited for: (i) death or personal injury caused by negligence; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any liabilities which cannot be lawfully limited under applicable law or regulation.

11. WARRANTIES

11.1. Each Party warrants and represents that it has the full right, power and authority to enter into and perform its obligations under this Agreement and that the execution and performance of this Agreement does not conflict with any other agreement or obligation binding upon it.

11.2. Save as otherwise expressly set out in this Agreement, to the fullest extent permitted by Applicable Law neither Party provides the other Party with any warranties, whether express, implied or otherwise including, but not limited to fitness for purpose, merchantability or quality.

11.3. The Supplier warrants that the Offering will materially conform with the Specifications during the Term. Without prejudice to any other right or remedy which may be available to Darktrace, if the Offering does not conform materially with the Specifications, Supplier will, at its sole cost and expense, use all commercially reasonable endeavours to correct such non-conformance promptly or provide Darktrace with an alternative means of achieving the same expected result or function as set out in the Specifications. If Supplier is unable to correct or offer a suitable alternative as set out in this clause 11.3, within thirty (30) days of the non-conformance being reported by Darktrace to Supplier, Darktrace is entitled to terminate this Agreement immediately without liability to the Supplier. In such circumstance, Supplier will offer Darktrace a pro-rata refund of any pre-paid and unused Fees.

11.4. The Supplier warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12. TERM AND TERMINATION

12.1. This Agreement will commence on the date first agreed between the Parties and will continue for the initial term agreed in writing between the Parties (the "**Initial Term**"). On expiry of the Initial Term, this Agreement will automatically expire and will not renew unless the Parties expressly agree in writing to renew it for a further period, in which case the terms of any such renewal will be agreed in writing between the Parties (each such agreed period, a "**Renewal Term**"). The Initial Term and any agreed Renewal Terms are collectively referred to as the "**Term**". Darktrace may terminate this Agreement without cause and without liability to the Supplier on sixty (60) days' notice to the Supplier in writing.

- 12.2. Without affecting any other right or remedy available to it, a Party may terminate this Agreement on thirty (30) days' notice to the other if: (a) subject to clause 6.2, the other Party is in material breach of this Agreement and fails to rectify, or is unable to reasonably rectify, such breach within thirty (30) days; or (b) the other Party suspends, ceases or threatens to suspend or cease carrying out its business or a substantial part thereof, or suffers an Insolvency Event.
- 12.3. If Darktrace elects to exercise its right to early termination in accordance with the terms of this Agreement, Supplier will provide Darktrace with a pro rata refund of any pre-paid, unused Fees from the point at which such termination takes place. No refund will be provided to Darktrace where Supplier elects to terminate the Agreement for Darktrace's material breach.
- 12.4. Upon expiry or termination of this Agreement for any reason, the Supplier will provide Darktrace with such reasonable transition assistance as Darktrace may request for a period of up to ninety (90) days following the effective date of termination or expiry (the "Transition Period"). Such transition assistance will be provided at the rates applicable under this Agreement at the time of termination or expiry, unless the termination arises from the Supplier's material breach, in which case the assistance will be provided at no additional cost to Darktrace.
- 12.5. The Receiving Party will delete, return or destroy any and all copies of the Disclosing Party's Confidential Information in its possession within thirty (30) days of the date of termination of this Agreement, save that this requirement does not apply to: (a) any Confidential Information which forms part of an electronic backup system which is not immediately retrievable in the course of everyday business; (b) Confidential Information that the Receiving Party is required to retain to comply with Applicable Law. Where Confidential Information is retained under paragraph (b) above, the Receiving Party is not permitted to retain more than one (1) copy of such Confidential Information.
- 12.6. The following clauses will survive termination of this Agreement: clause 4 (Darktrace Data), clause 6 (Fees), clause 7 (Data Processing), clause 8 (Confidentiality), clause 9 (Intellectual Property Rights), clause 10 (Liability), clause 11 (Warranties), clause 13 (Audit), clause 14 (Insurance), clause 15.3 (Notices), clause 15.14 (Governing Law) and this clause 12.6.
- 13. AUDIT**
- 13.1. At Darktrace's reasonable request, Supplier shall provide Darktrace with a certificate confirming compliance with this Agreement and the Relevant Requirements. If insufficient, Darktrace or its auditor may audit Supplier's compliance, not more than once per annum (except where Darktrace suspects a breach, a data incident has occurred, or a regulatory authority requires an audit).
- 14. INSURANCE**
- 14.1. During the Term and for twelve (12) months after expiry or termination of this Agreement, the Supplier shall maintain in force insurance policies with reputable insurance companies against all risks that would normally be insured against by a prudent businessperson in connection with this Agreement and produce to Darktrace on demand full particulars of that insurance and the receipt for the then current premium.
- 15. GENERAL**
- 15.1. **Entire Agreement.** This Agreement, together with the Documentation and the Data Processing Addendum, constitutes the entire agreement between the Parties and supersedes all prior agreements, representations and undertakings between them whether in writing or otherwise. To the fullest extent permitted by Applicable Law, any terms the Supplier attempts to impose on Darktrace, including but not limited to terms printed on an invoice will not apply unless agreed by Darktrace in writing.
- 15.2. **Force Majeure.** Neither Party is responsible for failing to fulfil its obligations due to causes beyond its reasonable control that directly or indirectly hinder, delay or prevent timely performance (with the exception of interruptions in the Supplier's supply chain) (a "Force Majeure Event"). Any dates or times for performance of a Party's obligations under this Agreement will be postponed by a period of time equal to the time that the performance has been hindered by the Force Majeure Event. Notwithstanding the aforementioned, if a Force Majeure Event persists for a continuous period of sixty (60) Business Days or longer, the non-affected Party may terminate this Agreement without fault. In such circumstance, Darktrace will be provided with a full refund of any pre-paid unused Fees from the date upon which the Force Majeure Event commenced.
- 15.3. **Notices.** Notices to Darktrace, to be validly served, must be addressed FAO: Legal Team, Maurice Wilkes Building, St John's Innovation Park, Cowley Road, Cambridge, United Kingdom CB4 0DS, with a copy to notices@darktrace.com. Notices to Supplier, to be validly served, must be sent to the Supplier's registered address or such other address as notified to Darktrace in writing.
- 15.4. **Compliance.** Each Party will comply with all Applicable Laws, the Darktrace Anti-Slavery Policy (available at:

<https://www.darktrace.com/legal/modern-slavery-policy>) and the Relevant Requirements, for the duration of the Agreement. The Supplier shall establish, maintain and enforce policies and procedures (including but not limited to adequate procedures under the Bribery Act 2010) to ensure compliance with the Relevant Requirements. The Supplier shall not engage in any activity, practice or conduct that would constitute an offence under the Relevant Requirements, if such activity had been carried out in the United Kingdom. The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 15.4 (the "Compliance Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Compliance Terms and shall be directly liable to Darktrace for any breach by such persons of any of the Compliance Terms. Supplier shall notify Darktrace (in writing) should it become aware of any breach of the Relevant Requirements or has reason to believe it has received a request or demand for any undue financial or other advantage in connection with the performance of the Agreement. Breach by either Party of the Relevant Requirements or the Anti-Slavery Policy shall be deemed a material breach of the Agreement.

- 15.5. **Exclusivity.** Unless otherwise agreed in writing, nothing in this Agreement will prohibit either Party from entering into the same or similar arrangement with any other third party. The arrangement is non-exclusive.
- 15.6. **Assignment.** Neither Party can assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), save that Darktrace may assign this Agreement without the Supplier's consent in connection with a sale or corporate restructure, provided the assignee assumes all of Darktrace's obligations under this Agreement.
- 15.7. **Variation.** No variation of this Agreement will be valid unless it has been made in writing and executed by an authorised representative of each Party.
- 15.8. **Waiver.** Any failure of a Party to enforce its rights under this Agreement shall not constitute a waiver of that or any other rights under this Agreement.
- 15.9. **Publicity.** Supplier may not publicly identify Darktrace as a customer of Supplier, or allude to a commercial relationship of any kind, without the prior written consent of Darktrace. Where consent is provided, Supplier will provide Darktrace with a copy of any suggested statement, text or representation for Darktrace's prior approval.
- 15.10. **Third party rights.** No one other than a Party to this Agreement may enforce the terms of this Agreement. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded.
- 15.11. **Severability.** If any provision of the Agreement is found to be invalid, illegal or unenforceable, it shall be reinterpreted to the minimum extent necessary to reflect the fundamental intentions of the Parties. All remaining provisions of the Agreement will be unaffected and remain in full force and effect.
- 15.12. **Relationship.** The relationship of the Parties is that of independent contractors and nothing in this Agreement will be construed as establishing a partnership, joint venture or agency relationship between the Parties. Neither Party is authorised to make any commitments for or on behalf of the other Party and each Party confirms that it is acting on its own behalf and not that of any other legal or natural person.
- 15.13. **Limitation of Claims.** Any claim by the Supplier against Darktrace arising under or in connection with this Agreement must be commenced within twelve (12) months of the date on which the Supplier first became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.
- 15.14. **Governing law and jurisdiction.** Any dispute arising out of or in relation to this Agreement or its subject matter shall be governed exclusively in accordance with the Governing Law and Governing Courts set out in the table below:

Supplier Location	Governing law	Governing courts
United Kingdom	England	English Courts
USA	California	The state and federal courts in Santa Clara County, California
Anywhere else	England	English Courts

Notwithstanding the above, either Party may enforce its or its Affiliates' Intellectual Property Rights, including the right to seek an injunction or other equitable relief in respect of the same, in any court of competent jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply. To the extent that this Agreement is governed by the laws of the State of California, each Party irrevocably waives any right to a trial by jury in any action arising out of or relating to this Agreement.

APPENDIX 1: SERVICES

This Appendix 1: Services ("Appendix 1") is incorporated into the Darktrace Standard Supplier Terms and is supplementary to the terms of the Agreement. This Appendix 1 applies to the extent that the Supplier is providing Darktrace with Services.

1. DEFINITIONS

- 1.1. Unless otherwise specified below or context otherwise requires, capitalised terms will have the meanings given to them in this Agreement:

"Artificial Intelligence" means the use or study of computer systems or machines that have some of the qualities that the human brain has;

"Brand Guidelines" means any guides, reference materials, or instructions provided by Darktrace to Supplier which specify the rules and conditions which the Supplier must adhere to when using Darktrace's Trademarks and branding materials, as updated from time to time;

"Change Order" means a document setting out proposed changes and the effect those changes will have on the Services, the Fees, the timetable for the Services and any terms of this Agreement;

"Services" means the services to be provided by the Supplier to Darktrace as described in the applicable purchase order or Order Form or as otherwise agreed in writing between the Parties.

2. SUPPLIER OBLIGATIONS

- 2.1. The Supplier will ensure that the Services are performed: (a) by personnel who are sufficiently qualified and experienced to perform their respective duties to deliver the Services, in sufficient quantities; (b) using goods, materials, standards and techniques free from defects in workmanship, installation and design and of good quality; (c) with all such reasonable care, skill and diligence as could be reasonably expected of a leading provider of Services in the Supplier's industry; and (d) to a standard equal to that of an organisation of Supplier's size and reputation.
- 2.2. The Supplier shall: (a) ensure that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by Darktrace; (b) co-operate with Darktrace in all matters relating to the Services and comply with any reasonable instructions given by Darktrace; and (c) minimise any disruption to the Services and Darktrace's operations when carrying out its obligations under this Agreement.
- 2.3. Unless Darktrace has provided prior approval in writing, the Supplier will not use any Artificial Intelligence products or services to provide any Services under this Agreement.
- 2.4. Supplier will comply with Darktrace's Brand Guidelines as communicated in writing by Darktrace.
- 2.5. The Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Darktrace's premises. Darktrace reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to Darktrace's premises, which shall only be given to the extent necessary for the performance of the Services.
- 2.6. The Supplier shall exercise due skill and care in the selection, appointment and monitoring of any sub-contractor to ensure that the Supplier is able to: (a) manage any sub-contractors with all such reasonable care, skill and diligence as could be reasonably expected of a leading provider of Services in the Supplier's industry; and (b) comply with its obligations under this Agreement in the delivery of the Services.
- 2.7. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all sub-contractors also do, or refrain from doing, such act or thing. The Supplier shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own.
- 2.8. Time is of the essence in relation to any Milestone Dates agreed in writing by the Parties. If the Supplier becomes aware that there is, or there is reasonably likely to be, a delay in meeting any Milestone Dates, it shall notify Darktrace in writing and use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.
- 2.9. If the Supplier fails to meet any Milestone Dates, then (without prejudice to Darktrace's right to terminate this Agreement and any other rights it may have), Darktrace may: (a) refuse to accept any subsequent performance of the Services which the Supplier attempts to make; (b) purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier; (c) hold the Supplier accountable for any loss and additional costs incurred; and (d) have any sums previously paid by Darktrace to the Supplier in respect of the affected Services refunded by the Supplier.

3. DARKTRACE OBLIGATIONS

- 3.1. Darktrace shall: (a) provide access to Darktrace's premises and data, and other facilities; (b) provide to the Supplier all documents, information and materials, as may reasonably be requested by the Supplier and agreed with Darktrace in writing in advance, for the purposes of the Services; and (c) inform the Supplier of all health and safety and security requirements that apply at any of Darktrace's premises which the Supplier will require access to.

4. DEFAULT BY DARKTRACE

- 4.1. A failure by Darktrace to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies Darktrace in writing and in reasonable detail of Darktrace's failure and its effect or anticipated effect on the Services.

5. CHANGE

- 5.1. Either Party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties.
- 5.2. If Darktrace wishes to make a change to the Services: (a) it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and (b) the Supplier shall within ten (10) Business Days of receiving Darktrace's request at paragraph 5.2(a), either: (i) provide a draft Change Order to Darktrace; or (ii) reject the request in writing and provide Darktrace with the reasons for the rejection. The Supplier is permitted to reject a Change Order Request only to the extent that the Supplier cannot reasonably accommodate such request.
- 5.3. If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to Darktrace. Such draft Change Order will specify as a minimum: (a) any increase or decrease in the Fees payable by Darktrace as a result of the change; (b) any implications on the timeline for delivery of the Services; (c) full details of the changes to the scope of the Services; and (d) any other such information as Darktrace reasonably requires to fully review the request. Supplier will also provide Darktrace with a detailed explanation of the reason for the change. Darktrace will consider the request within fourteen (14) Business Days of receiving the request and reserves its rights to reject such changes.

6. INTELLECTUAL PROPERTY

- 6.1. Darktrace grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any and all documents, information, items and materials in any form (whether owned by Darktrace or a third party), which are provided by Darktrace to the Supplier in connection with the Services, for the term of this Agreement for the purpose of providing the Services to Darktrace.
- 6.2. In relation to the Deliverables: (a) the Supplier irrevocably assigns to Darktrace, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables; (b) the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and (c) the Supplier shall, promptly at Darktrace's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Darktrace may from time to time require for the purpose of securing for Darktrace all right, title and interest in and to the Intellectual Property Rights assigned to Darktrace in accordance with paragraph 6.2(a).

7. TRANSFER OF UNDERTAKINGS

- 7.1. The Parties acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply on the commencement, expiry or termination of this Agreement or any part of the Services.
- 7.2. The Supplier shall, and shall procure that any sub-contractor shall, comply with all obligations under TUPE and shall indemnify and keep indemnified Darktrace from and against all costs, claims, liabilities, expenses and demands arising from any failure by the Supplier or any sub-contractor to comply with its obligations under TUPE, including any employment liabilities in respect of any employee of the Supplier or any sub-contractor which arise on or before the date of any relevant transfer.
- 7.3. The Supplier shall provide Darktrace with such employee liability information as is required under TUPE within twenty-eight (28) days of being requested to do so by Darktrace, and in any event no later than twenty-eight (28) days before the expiry or termination of this Agreement.

APPENDIX 2: GOODS

This Appendix 2: Goods ("**Appendix 2**") is incorporated into the Darktrace Standard Supplier Terms and is supplementary to the terms of the Agreement. This Appendix 2 applies to the extent that the Supplier is providing Darktrace with Goods.

1. DEFINITIONS

Unless otherwise specified below or context otherwise requires, capitalised terms will have the meanings given to them in this Agreement:

"**Acceptance Tests**" means the tests of the Goods by Darktrace;

"**Delivery Date**" means the date specified for delivery of Goods as agreed in writing between the Parties;

"**Delivery Location**" means the location specified for delivery of Goods as agreed in writing between the Parties;

"**Goods**" means the goods to be supplied by the Supplier to Darktrace as described in the applicable purchase order or Order Form or as otherwise agreed in writing between the Parties;

"**Order**" means Darktrace's order for the Goods, as set out in the applicable purchase order or Order Form.

2. GOODS

2.1. The Goods supplied to Darktrace by the Supplier under this Agreement shall: (a) correspond with their description and conform to any applicable Specifications; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 or any similar provisions of law in any jurisdiction) and fit for any purpose held out by the Supplier or made known to the Supplier by Darktrace; (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for twelve (12) months after Delivery; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery.

2.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

2.3. The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Goods.

3. DELIVERY

3.1. The Supplier shall deliver the Goods to the Delivery Location on the Delivery Date and during Business Hours, or as instructed by Darktrace.

3.2. Delivery of the Goods shall be complete on completion of unloading the Goods at the Delivery Location.

3.3. The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition.

3.4. The Supplier shall not deliver the Goods in instalments without prior written consent by Darktrace. Where Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Darktrace to the remedies set out in **Error! Bookmark not defined.5**.

3.5. Each delivery of Goods shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Goods included in the Order, and, in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.

3.6. If the Supplier requires Darktrace to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense.

4. ACCEPTANCE

4.1. Darktrace agrees to carry out Acceptance Tests within ten (10) Business Days from the Delivery Date.

4.2. Should the Goods fail to pass the Acceptance Test, Darktrace shall provide a written notice to Supplier to this effect, giving details of such failure(s). The Supplier shall remedy the defects and/or deficiencies, and the relevant Acceptance Tests shall be repeated within a reasonable time.

4.3. If the Goods fail in some material respect to pass any repeated Acceptance Tests within fourteen (14) Business Days of the Delivery Date, then Darktrace may, by written notice to the Supplier, reject the Goods as

not being in conformity with the Agreement, in which case Darktrace may immediately terminate the Agreement.

4.4. Acceptance of the Goods shall be deemed to have occurred on whichever is the earliest of: (a) confirmation from Darktrace that the Goods have passed the Acceptance Test; (b) the expiry of twenty (20) Business Days after the Delivery Date unless Darktrace has given any written notice that the Goods have failed to pass the Acceptance Test; or (c) in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

5. DARKTRACE REMEDIES

5.1. If any Goods are not Delivered on the Delivery Date or are in non-conformity with paragraph 2.1, then, without affecting any other right or remedy available to it, and whether or not it has accepted the Goods, Darktrace may exercise any one or more of the following rights and remedies: (a) to terminate the Agreement; (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; (c) to require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five (5) Business Days of being requested to do so or to provide a full refund of the price of the rejected Goods (if paid); (d) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (e) to recover from the Supplier any costs incurred by Darktrace in obtaining substitute Goods from a third party; and (f) claim damages for any other costs, expenses or losses attributable to the Supplier's failure to carry out its obligations under the Agreement.

5.2. Darktrace's rights and remedies under this paragraph 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this agreement by the Sale of Goods Act 1979.

5.3. The terms of this agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1. Title and risk in the Goods shall pass to Darktrace on completion of delivery.

7. FEES

7.1. Fees are inclusive of the costs of packaging, insurance and carriage of the Goods.

APPENDIX 3: SOFTWARE

This Appendix 3: Software ("Appendix 3") is incorporated into the Darktrace Standard Supplier Terms and is supplementary to the terms of the Agreement. This Appendix 3 applies to the extent that the Supplier is providing Darktrace with Software.

1. DEFINITIONS

- 1.1. Unless otherwise specified below or context otherwise requires, capitalised terms will have the meanings given to them in this Agreement:

"**Authorised User**" means an employee, contractor or representative of Darktrace who is authorised by Darktrace to access and use the Software in accordance with this Agreement;

"**Device**" means any hardware upon which the Software has been installed or through which the Software may be accessed by an Authorised User;

"**Output**" means, with the exception of Darktrace Data, reports, data, information, alerts, works or other such materials which are obtained by Darktrace through the use of the Software;

"**Site**" means the location in which the Software is installed, or the Software will be accessed and used by an Authorised User;

"**Software**" means the software to be provided by the Supplier to Darktrace as described in the applicable purchase order or Order Form or as otherwise agreed in writing between the Parties;

"**Virus**" means any thing or device (including software, code, files and programs) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network data or the user experience including, but not limited to, worms, Trojan horses, viruses, malicious code and other similar things or devices;

2. ACCESS TO THE SOFTWARE

- 2.1. Subject to Darktrace's payment of the Fees and compliance with the Agreement, Supplier grants Darktrace a non-exclusive, non-transferable, non-sublicensable (save to its Affiliates), irrevocable right to permit the Authorised Users to access and use the Software during the Term.
- 2.2. Darktrace will use commercially reasonable efforts to ensure that neither it nor Authorised Users access, store, distribute or transmit any Viruses or material during use of the Software which is unlawful, harmful, infringing, offensive or defamatory, or which facilitates illegal activity, depicts sexually explicit images, or causes damage or injury to any person or property. Darktrace acknowledges that Supplier may suspend the affected Authorised User's access to any material that breaches the provisions of this paragraph 2.2 following receipt of reasonable written notice.
- 2.3. Save to the extent permitted by Applicable Law which is incapable of exclusion, Darktrace will ensure that neither it nor its Authorised Users will: copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software (including its object code and source code) save to the extent permitted by the Supplier in writing.
- 2.4. Save to the extent permitted by Applicable Law or the Supplier in writing, Darktrace will not, and will not attempt to: (a) access all or any part of the Software to build competing Software; (b) make the Software available to any third party other than its Affiliates except Authorised Users; (c) attempt to obtain or assist any third party in obtaining access to the Software other than as provided under this paragraph 2.4.
- 2.5. Darktrace will use commercially reasonable efforts to prevent unauthorised access to or use of the Software. If Darktrace becomes aware of unauthorised access or use, Darktrace will notify the Supplier promptly in writing.
- 2.6. The Supplier may track and analyse Darktrace's and its Authorised Users' use of the Software for the purposes of security and to monitor Darktrace's compliance with the terms of this Agreement, provided that such monitoring does not require access to Darktrace's network and/or systems to conduct.

3. LICENCE METRICS AND USAGE LIMITS

- 3.1. Fees corresponding to Darktrace's access to and use of the Software are calculated in accordance with the applicable licence metric agreed in writing between the Parties.
- 3.2. Darktrace's use of the Software is subject to any usage limits agreed in writing between the Parties (the "Usage Limits"). If Usage Limits have been agreed and are exceeded, Supplier will not issue invoices for the overage and will instead discuss any overage with Darktrace to determine the cause and provide Darktrace such assistance as is reasonably required to aid Darktrace in reducing its usage so that it falls within the Usage Limits.

- 3.3. If it is determined that Darktrace needs to increase the Usage Limits, Supplier will provide Darktrace with a quotation for the required number of additional licences, calculated at a rate which does not exceed the rate applied to the initial purchase. If Darktrace accepts the quotation, the additional licences shall be documented in writing for the remainder of the Term and will come into full force and effect once agreed by both Parties. If Darktrace does not accept the quotation, Darktrace will use all reasonable efforts to reduce its usage to within the specified Usage Limits. Supplier will provide Darktrace with all such reasonable assistance as Darktrace requires in such circumstances.

- 3.4. Unless otherwise agreed in writing, Licence Metrics are calculated in the aggregate over a thirty (30) day period.

- 3.5. If Darktrace wishes to replace one Authorised User with another Authorised User it may do so, in accordance with the terms of the Agreement, however Authorised User Accounts may not be shared or used by more than one individual at the same time.

4. OBLIGATIONS OF THE PARTIES

- 4.1. Unless otherwise agreed in writing, Darktrace is responsible for procuring and maintaining network connections and telecommunications links between its Site(s) and the applicable Devices. The Supplier will not be liable to Darktrace for any delays or delivery failures resulting from the transfer of Darktrace Data over communications networks and facilities, including the Internet, save to the extent that the Supplier is providing such communications networks and facilities to Darktrace as part of the Offering.
- 4.2. Supplier will have in place during the Term suitable technical and organisational measures to ensure the security of the Offering and will maintain as a minimum the then-current versions of ISO 27001 and ISO 27018 (or equivalent) certifications.
- 4.3. Subject to paragraph 4.2, Darktrace will provide Supplier with such access as is reasonably required by Supplier to provide support for, or to fix errors in, the Software.
- 4.4. Darktrace will ensure that any Authorised Users access and use the Software in accordance with the terms of the Agreement and will be liable for a breach of this Agreement by an Authorised User.

5. CHANGES TO THE SOFTWARE

- 5.1. Notwithstanding clause 3.2 of the Darktrace Standard Supplier Terms, Darktrace acknowledges that the Software may evolve over time and that Supplier may add or remove functionality over time. Supplier may make such adjustments or alterations to the Software provided that Darktrace is given prior reasonable notice and such adjustments do not materially diminish the form or function of the Software. If the form and function diminish materially, Darktrace may terminate the applicable purchase order, Order Form or this Agreement (at its option).

6. WARRANTIES

- 6.1. Supplier warrants that at the point of installation, the Software is free of any errors or Viruses.
- 6.2. Supplier warrants that it will use all commercially reasonable efforts to ensure that the Software is error free and uninterrupted during the Term.

7. SUSPENSION

- 7.1. Supplier may suspend Darktrace's access to the Software on five (5) Business Days' prior written notice to Darktrace if Supplier reasonably determines, following a full and thorough investigation, that Darktrace's access to and use of the Software poses a security risk which is not resolved within the notice period. If access to the Software is suspended and the security issue is subsequently resolved, the Supplier will immediately resume Darktrace's access to the Software. Darktrace shall be entitled to a pro rata credit of the Fees for any period during which access to the Software is suspended under this clause.

8. SERVICE LEVELS

- 8.1. The Supplier will maintain the availability of the Software in accordance with any service levels agreed in writing between the Parties. If no service levels have been agreed, the Supplier will use commercially reasonable efforts to ensure the Software is available and operational at all times during the Term and will promptly notify Darktrace of any planned or unplanned downtime. The Supplier will provide Darktrace with no less than five (5) Business Days' prior written notice of any scheduled maintenance that may materially affect availability. If the Software fails to meet the agreed service levels in any calendar month, Darktrace may request service credits in accordance with the terms agreed between the Parties.