

DARKTRACE EDUCATION: TRAINING TERMS AND CONDITIONS

This agreement (the “**Agreement**”) is entered into between You and Darktrace (each a “**Party**” and together the “**Parties**”), and governs the booking and delivery of training sessions, training courses and examinations which are provided by Darktrace to one or more of Your Attendees. By signing this Agreement, downloading or otherwise accessing the Training Materials, or registering an Enrolment for an Attendee, You are bound by the terms of this Agreement.

1. INTERPRETATION

1.1 Unless context otherwise dictates, the following capitalised terms shall have the following meanings:

Attendee means the individual attending the Course sitting a Darktrace Exam, or attending Training Sessions;

Certified Analyst means an Attendee who has completed a Darktrace Learning Path, and who has passed the associated Darktrace Exam for an analyst;

Certified Engineer means an Attendee who has completed the Darktrace Learning Path, and who has passed the associated Darktrace Exam for an Engineer;

Confidential Information means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property, and know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data;

Contact means the Customer or Partner (as applicable) contact at Darktrace which manages the relevant Customer or Partner’s account;

Course means a series of lessons and/or the training portion of a Darktrace Certification where an Attendee will receive Training Materials and/or participate in tutored learning, as applicable;

Course Assessment means a short test pertinent to the Course, used to evaluate, measure, and document the academic readiness, learning progress and skill acquisition of an Attendee;

Customer means a Customer which is actively receiving one or more services under a valid agreement with Darktrace at the time of the Effective Date;

Darktrace Certification means the certification by which the Attendee will become a Certified Analyst and/or a Certified Engineer;

Darktrace Learning Path means learning elements which must be completed in order to obtain a Darktrace Certification, including but not limited to a Course and/or Exam, as applicable;

Data Privacy Laws means all data protection and privacy laws, including guidance issued by an applicable data protection authority, applicable to any Personal Data, as may be amended or replaced from time to time, including without limitation:

- (a) in the European Union, the General Data Protection Regulation 2016/679 (the “**EU GDPR**”) and the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications);
- (b) in the UK, the UK General Data Protection Regulation 2016/679, as implemented by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020 (the “**UK GDPR**”), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (c) in the United States of America, the California Consumer Privacy Act as amended,

and any defined terms used in Appendix 1 of this Agreement shall have the meanings ascribed to them in the applicable Data Protection Laws unless otherwise defined herein.

Data Subject has the meaning given to it in the Data Protection Laws;

Effective Date means the earlier of: (a) Your signature on this Agreement; (b) Your or an Attendee’s download of or accessing of the Training Materials; or (c) Your registration for an Enrolment of an Attendee;

EU Processor-to-Processor Clauses means the standard contractual clauses between processors for data transfers to Third Countries, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and currently located at <https://darktrace.com/legal/master-services-agreement>;

EU Controller-to-Processor Clauses means the standard contractual clauses between controllers and processors for data transfers to Third Countries, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and currently located at <https://darktrace.com/legal/master-services-agreement>;

Exam means the examination which an Attendee must sit and pass in order to achieve the Darktrace Certification;

Examination Site means the physical and/or online venue in which the Attendee will take the Darktrace Exam;

Fee means the price paid or payable to attend a Course, Examination, Private Training and/or to receive a Darktrace Certification including, without limitation, costs associated with training materials, course fees and/or the Exam. **Fees** shall be construed accordingly;

Guide means any such guidebook, documentation or instruction which Darktrace reasonably provides You and/or an Attendee which outlines any requirements, conditions and/or instructions an Attendee must observe when attending an Exam, Course, or Training Session;

Instructor means a representative of Darktrace who is authorised to provide the training and/or administer examinations for or on behalf of Darktrace;

Intellectual Property Rights or **IPR** means all patents, rights to inventions, utility models, copyrights and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Learning Path means a series of Darktrace training Courses and Course Assessments that are undertaken by the Attendee in a predefined order;

Offering Session means a Training Session which is included in the offering provided to Customer by Darktrace in a Product Order Form, for which no Fees are payable;

Onsite Training Session means a Training Session which is delivered on Customer's premises, provided either as an Offering Session or in consideration of the Fee specified by Darktrace, with such Fee including travel and expenses costs;

Partner means a member of the Darktrace partner program which includes, but is not limited to, authorised resellers and distributors, as applicable;

Permitted Materials means any materials that an Attendee is permitted to have with them during an Exam;

Personal Data means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws;

Portal means the private online portal through which You or Your Representative may view the catalogue of courses and enrol the Attendee on one or more Course;

Private Training means training services which are delivered by Darktrace exclusively to Customer and/or Attendee(s), which are not in furtherance of obtaining certification;

Products means: (i) products and/or solutions which are made available by Darktrace to its Customer, as applicable from time to time; (ii) products and/or solutions which Darktrace has previously made available to its Customers but which are no longer part of its offering; and (iii) products and/or solutions which Darktrace has developed (either independently or with assistance from a third party) which will form, but are not yet part of, its offering to its Customers;

Remote Training Session means a Training Session which is delivered to Customer via only video conferencing technology by a Darktrace instructor, provided either as an Offering Session or in consideration of the Fee specified by Darktrace;

Representative means an authorised individual who carries out activities on Your behalf relating to an Attendee's Enrolment including, but not limited to, registering an Attendee for an Enrolment and/or making payment on Your behalf;

Training Materials means any Course materials provided to an Attendee prior to the Attendee sitting an Examination, or any materials provided to An attendee during a Training Session;

Training Session means a 3-hour period of Private Training;

Unauthorised Materials means any item which is not a Permitted Material;

Unauthorised Person means any individual which is not the Attendee or otherwise authorised to be present in the Examination Site during an Exam; and

You means the individual or entity entering into this Agreement.

- 1.2 Any reference to the singular includes the plural, and vice versa, and any reference to one gender includes all other genders.
- 1.3 Any reference to a clause, schedule or appendix is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause, schedule or appendix in which it appears.
- 1.4 Headings used herein are for convenience only and will not affect the interpretation of this Agreement.
- 1.5 Any reference to persons includes natural personals, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality).
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.7 Any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

2. REGISTRATION AND BOOKING

- 2.1 To enrol an Attendee on a Darktrace Course and/or register an Attendee for a Darktrace Exam, You and/or the Attendee, as applicable, must have access to the Portal. If You and/or the Attendee do not have access to the Portal, You must request this via the Contact.
- 2.2 You are responsible for maintaining, and shall ensure that the Attendee maintains, the confidentiality of any log in details required to access the Portal and the accuracy of any details which are entered into the Portal. Darktrace accepts no liability for any issues which arise out of or which are related to the provision of inaccurate information or the use or misuse of the log in details.
- 2.3 Once access to the Portal has been obtained, You will have access to Darktrace’s full catalogue of courses, as they are available from time to time, via the ‘Darktrace Education’ tab on the Portal. You and/or the Attendee may book the Attendee on any of the available courses provided that they are not fully booked or enrol the Attendee to attend a Training Session (an “**Enrolment**”).
- 2.4 Enrolments refer to the number of personals that are registered to take a Darktrace certification Course and/or Exam. Each Enrolment included one attempt at completing the Course and sitting an Exam per Attendee. Enrolments are valid for a period of one (1) year from the date that the Attendee has been enrolled.
- 2.5 Once an Enrolment has been accepted, any applicable Fees have been paid in accordance with clause 9, or Darktrace has confirmed the Offering Sessions which are being redeemed, You and/or the Attendee shall receive confirmation of this Enrolment from Darktrace (a “**Confirmation**”). Any requests for Enrolment which are not received via the Portal will not be considered.

3. DELIVERY OF PRIVATE TRAINING

- 3.1 Private Training is made available for Customers to Purchase, or provided as Offering Sessions, exclusively in multiples of two (2) Training Sessions, which may be delivered either as Remote Training Sessions or as Onsite Training Sessions.
- 3.2 Once You and/or the Attendee have received a Training Session Confirmation You and/or the Attendee will be provided with details as to how to access the Training Materials, details of the timing of the Training Session and how to access it if it is a Remote Training Session, and any other such information as is reasonably required to provide the Training Session to the Attendee.
- 3.3 Training Sessions consist of a Darktrace instructor providing direct tuition to You and/or the Attendee, with the option for You and/or the Attendee to engage in a questions and answers with the Darktrace instructor.
- 3.4 Remote Training Sessions will be delivered online via video conferencing technology and any registration details, audio, video recordings and/or images as seen via the webcam, screenshare or other such video and/or audio recording device may be visible to a Darktrace Instructor. By submitting, transferring, displaying or posting content during the Course, You agree, and shall

procure all relevant assurances that the Attendee shall ensure, that Darktrace may use the aforementioned for administering the Remote Training Session.

- 3.5 If the Attendee exhibits any questionable, suspicious or unacceptable behaviour during a Remote Training Session, Darktrace reserves the right to record the Attendee's behaviour and/or terminate the Training Session and/or report the Attendee's actions to Darktrace and to You. You agree that Darktrace may record and, where relevant, shall procure such consent from the Attendee to ensure that Darktrace may record, such behaviour where required.

4. DELIVERY OF THE COURSE

- 4.1 Once You and/or the Attendee have received a Course Confirmation You and/or the Attendee will be provided with details as to how to access the Training Materials, Course outline, Exam timetables and any other such information as is reasonably required to provide the Course to the Attendee.
- 4.2 Elements of the Course may be delivered online and any registration details, audio, video recordings and/or images as seen via the webcam, screenshare or other such video and/or audio recording device may be visible to a Darktrace Instructor. By submitting, transferring, displaying or posting content during the Course, You agree, and shall procure all relevant assurances that the Attendee shall ensure, that Darktrace may use the aforementioned for administering the Course.
- 4.3 If the Attendee exhibits any questionable, suspicious or unacceptable behaviour during the Course, Darktrace reserves the right to record the Attendee's behaviour and/or terminate the Exam and/or report the Attendee's actions to Darktrace and to You. You agree that Darktrace may record and, where relevant, shall procure such consent from the Attendee to ensure that Darktrace may record, such behaviour where required.
- 4.4 Darktrace reserves the right to remove the content from, introduce content to, and/or to otherwise modify or adjust the syllabus, structure and/or timelines of any Course at its sole discretion at any time and without notice.
- 4.5 The Attendee may be required to undertake one or more Course Assessments in order to be eligible to sit an Exam. Darktrace will consider the results of a Course Assessment once completed and make a decision as to whether the Attendee is suitably prepared to sit an Exam. Where the Attendee is not considered suitably prepared to sit an Exam, Darktrace will communicate this to You and/or the Attendee and advise on recommended next steps. Darktrace shall not be liable to You or the Attendee, in any way, for any decisions made regarding an Attendee's suitability to sit an Exam including, but not limited to, a suitability decision made in favour of sitting an Exam where the Attendee subsequently fails.

5. DELIVERY OF AN EXAM

- 5.1 A Darktrace Certification may require the Attendee to sit and pass one or more Exams before the Darktrace Certification can be awarded. An Exam may contain, without limitation, one or more practical elements, multiple choice questions and/or long form or short form written questions.
- 5.2 Immediately prior to taking a Darktrace Exam, and during the Darktrace Exam, You must ensure that the Darktrace Instructor is able to monitor the Attendee's device screen and virtually inspect the Examination Site in order to ensure that it is clear and free from any Unauthorised Materials and Unauthorised Persons. If required, the Darktrace Instructor will provide the Attendee with instructions as to how the Attendee is to demonstrate to the Darktrace instructor that the Examination Site meets the required criteria and is free from Unauthorised Materials and Unauthorised Persons. If the Examination Site fails to meet the required criteria, the Attendee will fail the Exam.
- 5.3 The Attendee may be required to show photographic identification such as a passport, driving licence or national identity card at any time and in such instance must make it clearly visible to the Darktrace Instructor via the Attendee's webcam or other such video link device in order for the Darktrace Instructor to verify the Attendee's identity. Darktrace reserves the right to refuse to administer an Exam to an individual who is unable to verify their identity.
- 5.4 You must ensure that the Attendee establishes and maintains video and audio contact with the Darktrace Instructor for the duration of the Exam. You agree that Darktrace may, and shall procure consent from the Attendee to ensure that Darktrace may record the Exam as and where required, for use by Darktrace in determining the outcome of the Exam. This may include video and/or audio recordings of the Attendee.
- 5.5 If the Attendee exhibits any questionable, suspicious or unacceptable behaviour during an Exam, Darktrace reserves the right to record the Attendee's behaviour and/or terminate the Exam and/or report the Attendee's actions to Darktrace and to You. You agree that Darktrace may record, and where relevant shall procure consent from the Attendee to ensure that Darktrace may record, such behaviour where required.
- 5.6 If an Exam is terminated under clauses 5.2 or 5.4, the Attendee will automatically fail the Exam and You will forfeit the right to a refund of any Fees which You have paid to Darktrace. Any Fees which are outstanding will become payable by You to Darktrace

in full immediately and without any set-off or deduction. Depending on the nature of the Attendee's behaviour under this clause 5.3, Darktrace reserves the right to refuse to allow the relevant Attendee from participating in any future Course and/or Exam.

5.7 Once the Darktrace Exam has been completed, all audio and video connections between Darktrace and the Attendees will be disconnected.

5.8 Following completion of all required Exams, You and/or the Attendee will be notified as to whether the Attendee has passed or failed the Exam. If the Attendee has passed an Exam, the Attendee will be issued with the corresponding Darktrace Certification. The Darktrace Certification will remain valid until the earlier of:

5.8.1 Darktrace releasing a new major version of the Product for which the Attendee has been awarded a Darktrace Certification; or

5.8.2 two (2) calendar years from the date of the Darktrace Certification being awarded,

after which point it will expire. Following expiry of a Darktrace Certification, the Attendee may elect to renew the Darktrace Certification which may require the Attendee to retake the entire Course and/or applicable Exam(s) at the then-current list price, as required.

5.9 After achieving the Darktrace Certification, the successful Attendee will be issued with a Darktrace Digital Badge. For that purpose, Darktrace engages Credly, a third party data processor based in the United States. Each successful Attendee's personal information will be shared with Credly, including the name, email address, and the Darktrace Certification earned. The Attendee's personal information will be used to issue the badge, program reporting, and operational purposes, and will be handled in accordance with Darktrace's Privacy Policy, which can be viewed at the following link: <https://www.darktrace.com/legal/privacy-policy>.

6. FAILURE OF AN EXAM

6.1 Except as otherwise set out in this Agreement, or as otherwise communicated to You in writing, there is no limit on the number of times that an Attendee may attempt an Exam in order to obtain a Darktrace certification provided that payment of any Fees for each further attempt are paid in full in advance.

6.2 In the event that an Attendee does not pass an Exam on their first attempt, Darktrace shall permit that Attendee to participate in one further sitting of the Exam free of charge (the **"Second Attempt"**).

6.3 If the Attendee has still not passed an Exam on their Second Attempt, they may take such further sittings of the Exam as are required, subject to the terms of this Agreement, at the listed price as applicable from time to time.

7. CANCELLATION

7.1 Darktrace reserves the right to reschedule the commencement date of, or cancel, any Course or Exam at its sole discretion and without notice up to seven (7) working days prior to the published commencement date. If the rescheduled dates are not reasonably suitable, You shall be entitled to a refund of the Fees paid with respect to the relevant Attendee for that Course or Exam. This shall be Your sole and exclusive remedy in such scenario.

7.2 Darktrace reserves the right to reschedule any Training Session at its sole discretion with notice up to seven (7) working days prior to any date provided in a Confirmation. If the rescheduled dates are not reasonably suitable, Darktrace shall co-operate in good faith to determine a mutually acceptable rescheduled date. If no mutually acceptable date can be agreed upon within 3 (three) months of the original date, You shall be entitled to a refund of any Fees paid in respect to the relevant Attendee for those Training Session(s), and if the relevant Training Session(s) are Offering Training Session(s), You shall lose the right to have the relevant Attendee access the Offering Training Sessions.

7.3 You and/or the Attendee may cancel an Attendee's attendance on a Course or an Exam by notifying training@darktrace.com no later than ten (10) working days prior to the commencement of the Course or the Exam that the Attendee is expected to attend (the **"Cancellation"**). In such circumstance, Darktrace shall offer You a full refund of the Fees paid in respect of the Cancellation, however no refund shall be provided for any Cancellation received less than ten (10) days prior to commencement of the Course or Exam that the Attendee is expected to attend.

7.4 You and/or the Attendee may cancel an Attendee's attendance on a Training Session by notifying training@darktrace.com no later than ten (10) working days prior to the commencement of the Training Session that the Attendee is expected to attend. In such circumstances, Darktrace shall co-operate in good faith to determine a mutually acceptable rescheduled date. If no mutually acceptable date can be agreed upon within 3 (three) months of the original date, You shall be entitled to a refund of any Fees paid in respect to the relevant Attendee for those Training Session(s), and if the relevant Training Session(s) are Offering Training Session(s), You shall lose the right to have the relevant Attendee access the Offering Training Sessions.

- 7.5 Darktrace shall use reasonable endeavours to reschedule a cancelled Exam or Course, however if an Exam or Course cannot be rescheduled the Enrolment will be terminated.

8. YOUR OBLIGATIONS

- 8.1 You shall ensure, and shall procure that Attendees will:
- 8.1.1 attend each Course, Exam and/or Training Session at the time and date scheduled and participate in any such activity as directed by the Darktrace Instructor;
 - 8.1.2 be aware of and adhere to Darktrace policies related to health, safety, security, emergencies and any other such policy as Darktrace may reasonably notify You and/or the Attendee of in advance;
 - 8.1.3 not copy, photograph, record, or share in any way whatsoever, in whole or in part, any material acquired during a Course, Exam or Training Session including, but not limited to, questions, answers, content observed and Training Materials unless permitted to do so in writing by the Darktrace Instructor;
 - 8.1.4 not discuss or share any content of a Course or Exam during or following the certification process; and
 - 8.1.5 maintain responsibility for hardware, software, internet access and other costs required to take the Exam or attend the Course or Training Session. Darktrace shall not be responsible in any way for any disruption to the Attendee's Course, Exam or Training Session due to equipment or network malfunctions.
- 8.2 You shall be responsible for ensuring that each Attendee has all relevant equipment required in order to facilitate the Attendee's participation in the Course, Course Assessment(s), Exam(s) or Training Session(s).
- 8.3 You shall ensure that any Attendee is aware of, and observes compliance with, the terms of this Agreement including, but not limited to, clause 10 and clause 13.

9. FEES AND PAYMENT

- 9.1 Unless otherwise agreed (as in relation to Offering Session(s)), Fees are payable immediately on Enrolment and in advance of the Course and/or Training Session(s) commencing. Before You can complete the Enrolment request, You and/or Your Representative will be asked to provide payment details for the payment of the applicable Fees.
- 9.2 If it has been agreed that You will be invoiced for the Fees, Fees are payable within thirty (30) days of the date of the relevant invoice.
- 9.3 By providing Darktrace with Your payment details, You confirm and agree that Darktrace may use those details in order to collect payment of the Fees. Darktrace shall not use these details for any other purpose unless otherwise directed by You or Your Representative in writing.
- 9.4 Darktrace reserves the right to cancel or suspend an Attendee's Enrolment and/or Exam and your right to register an Attendee for Enrolment, Exam and/or Training Session if You fail to make payment of all or part of the Fees when due, reserving all other rights and remedies as may be provided by law. Darktrace may impose late charged on overdue payments at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date that payment was due until the date payment is made, and all reasonable expenses incurred in collection including, but not limited to, legal fees.
- 9.5 In the event that Darktrace has suspended or cancelled an Attendee's Enrolment, Exam and/or Training Session, You will be responsible for paying all Fees associated with the suspended or cancelled Enrolment, Exam and/or Training Session unless otherwise set out in this Agreement. If an Enrolment, Exam and/or Training Session has been suspended under this clause 9, the Attendee shall be enrolled onto the next available equivalent Course, Exam and/or Training Session once payment has been received by Darktrace. No refunds will be offered for Enrolments, Exams and/or Training Sessions which have been suspended and/or cancelled as a result of Your failure to pay the Fees, or for any Enrolments which have expired.

10. INTELLECTUAL PROPERTY

- 10.1 Except as expressly set forth herein:
- 10.1.1 this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property; and
 - 10.1.2 Darktrace, its suppliers and licensors retain all right, title and interest in its Intellectual Property including, but not limited to, the Course, the Training Materials and the Products and all copies thereof, including all enhancements, error correction, new releases, updates, derivations, and modifications thereto (collectively "**Darktrace Intellectual**

Property”). You agree to inform Darktrace promptly of any suspected or actual infringement or other improper action with respect to Darktrace Intellectual Property that comes to Your attention.

11. LIABILITY

11.1 Nothing in this Agreement will exclude or limit either Party’s liability for:

11.1.1 death or personal injury due to negligence;

11.1.2 fraud;

11.1.3 fraudulent misrepresentation;

11.1.4 breach of clause 13 (Confidentiality); and/or

11.1.5 any other liability which cannot be limited or excluded by law.

11.2 To the fullest extent permissible by law, neither Party shall be liable for any special, indirect, consequential and/or incidental loss or damage; loss of revenue or business; loss of goodwill or reputation; loss of or corruption or damage to data; and/or loss of management time, howsoever arising, whether or not the other Party has been advised of the possibility of such loss, corruption or damage.

11.3 To the fullest extent permissible by law, Darktrace shall not be liable for any loss, damage or other cost resulting from any decisions that are made in reliance on any Training Materials including, without limitation, security, maintenance, and/or management decisions, and You acknowledge and agree that Your Use of the Training Materials and any of their contents is at Your own risk.

11.4 Darktrace’s total aggregate liability to You in connection with this Agreement shall be limited to the Fees paid by You in relation to the relevant Exam or Training Session(s).

11.5 Unless otherwise agreed in writing, all information provided directly or indirectly through the Training Materials, a Course or an Exam is provided “as is” and “as available” basis and without warranty of any kind. Darktrace disclaims all warranties with respect to this information, whether express or implied, including the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose.

12. TERM AND TERMINATION

12.1 This Agreement is effective from the Effective Date and will remain in full force and effect until each Attendee has achieved a Darktrace Certification and/or completed all Offering Training Sessions or Training Sessions that have been paid for in full.

12.2 Darktrace may terminate this Agreement at any time by giving You no less than thirty (30) days’ notice.

12.3 Either Party may terminate this Agreement if:

12.3.1 the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or

12.3.2 the other Party ceases its business operations or becomes subject to insolvency proceedings, which proceedings are not dismissed within thirty (30) days.

12.4 Without prejudice to any other right or remedy available to Darktrace:

12.4.1 Darktrace may restrict, suspend or terminate Your right to enrol an Attendee on a Course or Training Session, or to take an Exam if a court or other government authority issues an order prohibiting Darktrace from allowing You or Your Attendee from achieving a Darktrace Certification. Provided that Darktrace is reasonably and lawfully able to do so, Darktrace will inform You of the reason for suspension and/or termination;

12.4.2 Darktrace may terminate, suspend or limit You and/or Your Attendee’s participation in and/or access to the Course, Training Session(s), Training Materials, Exam and/or award of a Darktrace Certification without liability if Darktrace provides You with written notice that it has reasonable suspicion that You or Your Attendee(s) are using the Training Materials: (i) in breach of this Agreement; and/or (ii) in a matter that is otherwise unlawful, and in each instance You do not cure the condition identified in such notice within five (5) business days.

12.5 Upon termination or expiry of this Agreement:

- 12.5.1 You will no longer be able to facilitate an Enrolment, register an Attendee for an Exam, seek Darktrace Certification(s), or register an Attendee for a Training Session;
 - 12.5.2 any Attendee which has not yet completed a Course, has registered for an Exam but not yet sat the Exam, or is otherwise in the process of obtaining a Darktrace Certification will be withdrawn from the relevant Course, Exam and/or Darktrace Certification with immediate effect;
 - 12.5.3 any Training Sessions scheduled with you and/or Your Attendees will be cancelled with immediate effect;
 - 12.5.4 You will return and shall ensure that all Attendees and/or Representatives return, any and all materials including, but not limited to, Training Materials, to Darktrace within fourteen (14) days; and
 - 12.5.5 all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become due and payable.
- 12.6 The following provisions will survive any termination of this Agreement: 8, 9, 10, 11, 12, 13 and 14.

13. CONFIDENTIALITY

- 13.1 Each Party will treat the other Party's Confidential Information as confidential. Confidential Information of one Party (the "**Disclosing Party**") may only be used by the other Party (the "**Receiving Party**") for the purpose of fulfilling obligations or exercising rights under this Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose ("**Authorised Representatives**"). Each Party will procure that any of its Authorised Representatives to whom Confidential Information is disclosed are bound by contractual obligations at least equivalent to those in this clause 13. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives. Confidential Information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that:
- 13.1.1 was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (a) the Receiving Party has no knowledge of or reason to believe that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (b) such information is not of a type or character that a reasonable person would have regarded as confidential;
 - 13.1.2 is independently developed by the Receiving Party without violating the Disclosing Party's rights;
 - 13.1.3 is or becomes publicly known other than through disclosure by the Receiving Party or one of its Authorised Representatives in breach of this Agreement; or
 - 13.1.4 was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party.
- 13.2 A Party may disclose Confidential Information to the extent that such disclosure is mandated by a governmental agency, court or other legal body provided that, to the extent that it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay the disclosure at the Disclosing Party's expense. Where such information is disclosed, the Receiving Party shall ensure that the recipient is under a written obligation of confidentiality in respect of such information in order for it to continue to be Confidential Information.
- 13.3 On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party, save that Darktrace shall be entitled to retain one copy of the Confidential Information as required for legal and/or regulatory purposes.

14. DATA PROTECTION

- 14.1 The Parties acknowledge that in order for an Attendee to achieve the Darktrace Certification, Personal Data may be processed in accordance with the Data Privacy Laws, and the Parties shall comply with the processing requirements as set out in Appendix 1.

15. GENERAL

- 15.1 This Agreement, the appendices, and any documents referenced herein represent the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of any kind or nature between the Parties. Notwithstanding the aforementioned, this Agreement shall be read in conjunction with the Darktrace Master Customer Agreement, Master Hosted Terms or Master Services Agreement entered into by the Parties however in the event of

any discrepancy between this Agreement and one or more of the aforementioned, with respect to receipt of a Darktrace Certification or provision of a Training Session, this Agreement shall take precedence.

- 15.2 Each Party acknowledges and agrees that, in connection with this Agreement, it has not been induced to enter into this Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in this Agreement. Each Party acknowledges and agrees that it has had the opportunity to review this Agreement with legal counsel of its choice and there will be no presumption that ambiguities will be construed or interpreted against the drafter.
- 15.3 No modification of this Agreement will be effective unless in writing and signed by both Parties. Notwithstanding the aforementioned, Darktrace may amend this Agreement without consent where Darktrace deems it reasonably necessary for the delivery of the Course, Exam or Training Session(s) or receipt of the Darktrace Certification.
- 15.4 The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof.
- 15.5 Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other by reason of such failure or delay which is, indirectly or directly, caused by an event beyond such Party's reasonable control including, but not limited to, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by any government or other government agency, or other acts of God (each an "**Force Majeure Event**"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party by commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome a Force Majeure Event and, to the extent that it is able, continue to perform its obligations under the Agreement.
- 15.6 Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given to Darktrace in writing, or any questions concerning this Agreement, should be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge, CB4 0DS, United Kingdom.
- 15.7 Save for Affiliates of Darktrace or as otherwise set out in this Agreement, this Agreement does not grant any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party to enforce any term of this Agreement.
- 15.8 You will permit Darktrace or an independent certified accountant appointed by Darktrace access, on written notice, to Your premises and Your books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the matter and performance of Your obligations under this Agreement. Darktrace will not be able to exercise this right more than once in each calendar year.
- 15.9 Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.
- 15.10 You shall not be entitled to assign this Agreement without the prior written consent of Darktrace.
- 15.11 Any dispute or claim relating in any way to this Agreement will be governed by the laws of England and Wales, and any claim arising out of or in connection with this Agreement will be subject to the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales, save that each Party may enforce it or its Affiliates' intellectual property rights in any court of competent jurisdiction including but not limited to equitable relief.
- 15.12 Each Party shall comply with all applicable laws including, but not limited to, the Bribery Act 2010 and the Modern Slavery Act 2015.
- 15.13 No failure by a Party to exercise any right under this Agreement or to take action against the other in the event of a breach of this Agreement shall constitute a waiver of such right or any other rights under this Agreement.
- 15.14 The Parties agree that with respect to a breach by a Party of clauses 10 and 13, monetary damages may not be an adequate or sufficient remedy for a breach of this Agreement. Therefore, in addition to any applicable monetary damages, a Party will also be entitled to apply for injunctive or other such equitable relief.

Appendix 1 - Data Processing Addendum

This Data Processing Addendum is supplementary to and shall be construed in accordance with the Darktrace Master Services Agreement available at <https://darktrace.com/legal/master-services-agreement> (the "Agreement").

1. Definitions

Unless otherwise defined in the Agreement, all capitalized terms in this Data Processing Addendum ("DPA"), shall have the following meanings:

"**Authority**" means for Personal Data originating in the:

- a) EEA, the European Commission; and
- b) UK, the Information Commissioner's Office;

"**Customer Data**" means the Personal Data that is shared by the Customer with Darktrace in performance of the Services;

"**Controller**" has the meaning given to it in the GDPR Laws;

"**Darktrace Affiliates**" means all persons and entities directly or indirectly controlling, controlled by or under common control with Darktrace, where control may be by management authority, equity interest or otherwise;

"**Data Protection Impact Assessment**" has the meaning given to it in the GDPR Laws;

"**Data Protection Laws**" means all data protection and privacy laws, including guidance issued by any applicable data protection authority, applicable to any Personal Data, as may be amended or replaced from time to time, including without limitation:

- a) in the European Union, the General Data Protection Regulation 2016/679 (the "EU GDPR") and the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications);
- b) in the UK, the UK General Data Protection Regulation 2016/679, as implemented by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (the "UK GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- c) in the United States of America the California Consumer Privacy Act, as amended.

"**Data Subject**" has the meaning given to it in the GDPR Laws;

"**Documented Instructions**" has the meaning given to it in paragraph 3 of this DPA; "**EEA**"

means the European Economic Area;

"**EU Processor-to-Processor Clauses**" means the standard contractual clauses between processors for data transfers to Third Countries, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as at Schedule 2, currently located within the Standard Contractual Clauses document found at <https://darktrace.com/legal/master-services-agreement>;

"**EU Controller-to-Processor Clauses**" means the standard contractual clauses between controllers and processors for data transfers to Third Countries, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as at Schedule 3, currently located within the Standard Contractual Clauses document found at <https://darktrace.com/legal/master-services-agreement>;

"**GDPR Laws**" means the EU GDPR and the UK GDPR collectively;

"**Information Security Policy**" means the information security policy contained in Schedule 1;

"**International Data Transfer Addendum**" or "**IDTA**" means the International Data Transfer Addendum to the EU Processor-to-Processor Clauses and the EU Controller-to-Processor Clauses as approved by the Information Commissioner's Office of the United Kingdom under section 119A(1) of the Data Protection Act 2018, as at Schedule 4, currently located within the Standard Contractual Clauses document found at <https://darktrace.com/legal/master-services-agreement>;

"**Personal Data**" has the meaning given to it in the GDPR Laws;

"**Personal Data Breach**" means any breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data by Darktrace, its affiliates, sub-processors, or any other identified or unidentified third party;

"**Processor**" has the meaning given to it in the GDPR Laws;

"**Standard Contractual Clauses**" means the EU Processor-to-Processor Clauses, EU Controller-to-Processor Clauses and the International Data Transfer Addendum;

"Third Country" means in respect of Personal Data originating in the

- (a) EEA, a country outside of the EEA not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the EU GDPR); and
- (b) UK, a country outside the UK not recognized by the Information Commissioner's Office as providing an adequate level of protection for Personal Data (as described in the UK GDPR).

2. Data Processing

2.1 Scope and Roles

This DPA applies when Darktrace processes Customer Data under the Agreement. In this context, Customer is the Controller and Darktrace is the Processor. Each Party agrees that it will comply with all Data Protection Laws in exercising its rights and performing its obligations under this Agreement, as such laws apply to a Controller and Processor respectively.

2.2 Details of the Processing

- (a) **Subject matter:** The subject matter of the data processing under this DPA is Customer Data.
- (b) **Duration:** Customer Data shall be processed under this DPA for the Term.
- (c) **Nature and purpose:** Darktrace will process Customer Data for the purpose of providing the Services to Customer. In the event that Customer has purchased that part of the Offering referred to as Darktrace Email, the data protection provisions of the Darktrace Email Data Storage and Security Schedule (as available at <https://darktrace.com/legal/master-services-agreement>) shall apply and be incorporated into this DPA.
- (d) **Categories of Data Subject:** The categories of Data Subject, whose Personal Data may be processed by Darktrace as Customer Data include Customer's clients and prospects; Customer's officers and directors; Customer's employees, temporary workers, agents and volunteers; independent contractors engaged by the Customer; Customer's suppliers and vendors; advisors, consultants and other professional experts engaged by the Customer; and any other categories of Personal Data that may be contained in the Customer Data.
- (e) **Types of Personal Data:** The types of Personal Data that Darktrace may process include: names; phone numbers; addresses; and any other types of Personal Data that may be contained in the Customer Data.

3. Instructions

- 3.1 The Parties agree that this DPA and the Agreement (including any instructions provided by Customer to Darktrace required for or related to the performance of the Services) constitute Customer's documented instructions regarding Darktrace's processing of Customer Data ("Documented Instructions").
- 3.2 Darktrace will only process Customer Data in accordance with Documented Instructions unless required to do so by applicable law, in which case Darktrace will, to the extent legally permissible, inform Customer of that legal requirement before processing. Darktrace shall promptly inform Customer if, in Darktrace's opinion, an instruction from Customer infringes the Data Protection Laws.
- 3.3 If Customer Documented Instructions require Darktrace to perform actions that go beyond its obligations under this DPA or the scope of work for the Services set out in the Agreement, Darktrace shall inform the Customer and require the Customer to provide different Documented Instructions, the carrying out of which will fall within the scope of the Services or within the scope of Darktrace's obligations under this DPA.

4. Confidentiality

- 4.1 Darktrace will take reasonable steps to ensure the reliability of any persons authorized to process any Customer Data and shall ensure that all such persons have committed themselves to confidentiality.

5. Security

- 5.1 Considering the nature, scope, context and purposes of processing, Darktrace has implemented and will maintain for the Term, the administrative, physical, technical and organizational measures as set out in the Information Security Policy to protect any Customer Data accessed or processed by it against unauthorized or unlawful processing or accidental loss, destruction, damage or disclosure.
- 5.2 The Parties agree that for the purposes of processing Customer Data under this DPA and the Agreement, the measures contained within the Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, disclosure, access or damage.
- 5.3 Darktrace has been certified as operating an Information Security Management System which complies with the requirements of in ISO 27001 (ISO/IEC 27001:2013) and ISO 27018 (ISO/IEC 27001:2019) and Darktrace will continue to maintain such certifications (or equivalent) for the duration of the Term.

6. Sub-Processing

- 6.1 Save as expressed in paragraph 6.2, Darktrace shall not without the prior written consent of Customer, engage any sub-processors for the processing of Customer Data under this Agreement.
- 6.2 Customer consents to and authorizes Cloud Provider and Darktrace's Affiliates to act as sub-processors for Darktrace in the provision of the Services and on terms materially equivalent to those contained in this DPA. Darktrace shall be fully liable for any breach by the sub-processors of any of the obligations contained in this DPA.

7. Cross-Border Transfers

- 7.1 Save as expressed in paragraph 7.1, if Customer Data originates in the EEA or the UK, Darktrace will not transfer such Customer Data to a Third Country, without the prior written consent of Customer and not without procuring provision of adequate safeguards (as defined by relevant Authority from time to time) in accordance with applicable Data Protection Laws.
- 7.2 Customer Data may be hosted by the Cloud Provider in the Hosted Location specified in the Product Order Form. Customer acknowledges and consents to the processing of Customer Data outside of the EEA and UK, solely and to the extent necessary for Darktrace to provide the Services and for which purposes the relevant Standard Contractual Clauses shall apply.
- 7.3 When Customer is acting as a controller and transfers Customer Data originating in the:
- (a) EEA, to a Processor located in a Third Country, the EU Controller-to-Processor Clauses will apply; and
 - (b) UK, to a Processor located in a Third Country, Information Commissioner's Office of the United Kingdom's International Data Transfer Addendum will apply.
- 7.4 When Darktrace, its affiliates, or any other identified or unidentified third party is acting as a Processor and transfers Customer Data originating in the:
- (a) EEA, to a Processor located in a Third Country, the EU Processor-to-Processor Clauses will apply; and
 - (b) UK, to a Processor located in a Third Country, the Information Commissioner's Office of the United Kingdom's International Data Transfer Addendum will apply.
- 7.5 The Parties agree that Darktrace, may at its sole discretion, update and or entirely replace paragraphs 7.3(b) and 7.4(b) of this DPA, which concern transfers of Customer Data originating from the UK to a Third Country, if the Information Commissioner's Office provides an alternative or replacement recognized compliance standard for such transfers in accordance with the UK GDPR, to that already stated in this DPA. Darktrace will provide notice of such change in writing to Customer.

8. Data Subject Requests and Assistance

- 8.1 Darktrace shall use reasonable efforts to promptly notify Customer if it receives:
- (a) a request from a Data Subject to have access to that person's Personal Data;
 - (b) a complaint or request relating to Customer's obligations under the Data Protection Laws; or
 - (c) any other communication relating directly or indirectly to the processing of any Personal Data in connection with the Agreement.
- 8.2 Considering the nature of processing and the information available to the Darktrace, Darktrace will provide reasonable support to Customer in:
- (a) complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III of each of the GDPR Laws (and where such request is submitted to Darktrace, Darktrace will promptly notify Customer of it);
 - (b) responding to requests or demands made to Customer by any court or governmental authority responsible for enforcing the Data Protection Laws; and
 - (c) in its preparation of a Data Protection Impact Assessment.

9. Personal Data Breach

- 9.1 In the event that Darktrace suffers or becomes aware of a Personal Data Breach it will inform Customer without undue delay, on becoming aware of the same, and will take reasonable steps to mitigate the effects and to minimize any damages resulting from such breach.
- 9.2 In the event of a Personal Data Breach, Darktrace (to the extent reasonably possible), will provide the following information to Customer:
- (a) a description of the nature of the incident, including where possible the categories and approximate number of data

- subjects concerned and the categories and approximate number of Personal Data records concerned;
- (b) the name and contact details of the relevant Processor's data protection officer or another contact point where more information can be obtained;
- (c) a description of the likely consequences of the incident; and
- (d) a description of the measures taken and / or proposed to be taken by the relevant Processor to address the incident including, where appropriate, measures to mitigate possible adverse effects.

10. Audit.

10.1 Darktrace agrees to maintain its ISO 27001 and ISO 27018 certifications for the duration of the Term. Darktrace will use an external auditor to verify that its security measures meet ISO 27001 and ISO 27018 standards in accordance with the ISO certification process. On Customer's written request, and subject to appropriate confidentiality obligations, Darktrace will make available to Customer:

- (a) a copy of the current certificate in relation to the ISO 27001 and ISO 27018 certification; and
- (b) any information reasonably requested by Customer concerning Darktrace's processing of Customer Data under the Agreement and this DPA.

10.2 Other than in the context of investigating a Personal Data Breach involving Customer Data, Customer agrees to exercise any right it may have to conduct an audit or inspection under Data Protection Laws (or the Standard Contractual Clauses, if applicable) by requesting the information outlined in paragraph 10.1.

11. Data Return and Destruction

11.1 On termination of the Agreement, Darktrace shall delete or return to Customer all Customer Data in its and / or its sub-processors' possession or control, in accordance with Customer's written instructions.