Partner 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2016/679 (the "EU GDPR") and the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications);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.

SCHEDULE 1: DARKTRACE INFORMATION SECURITY POLICY

DARKTRACE

INFORMATION SECURITY POLICY

Table of Contents

1. Document Control

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4.0	21/08/2023		Review and amendments (new ISO 27001 standard)

Distribution List			
Name	**Title**	**Company**	**Contact Info.**

2. Purpose

The purpose of this policy is to outline the approach to information security adopted by Darktrace. This policy is intended to provide an overview of the information security management system (ISMS) and the security procedures in place to ensure the confidentiality, integrity and availability of information controlled or processed by Darktrace.

3. Scope

This policy is applicable to all employees, including consultants, temporary staff, contractors, secondees and all other persons who may access or make use of the organisation's information resources and systems.

This policy applies to all business activities, processes and functions within the organisation.

4. ISMS

The information security management system (ISMS) ensures security of all information controlled or processed by Darktrace PLC, and all its affiliates ("Darktrace"). This is achieved through policies, procedures and controls within the ISMS.

The ISMS is driven by the organisation's security strategy, which is defined and agreed at the executive management level.

5. Objectives

Darktrace's ultimate security goal is to:

Protect Darktrace business and customer systems, managing risk across the operational estate, avoiding cyber disruption that would have an adverse impact to our customers, employees or shareholders.

Darktrace intends to achieve this goal with security objectives that are outlined in the OBJ1 Security Objectives document. Management gives complete approval and commitment to this policy to satisfy requirements related to information security, to comply with applicable PII protection legislation and to adhere to contractual terms within customer contracts. Management are committed to the continual improvement of the information security management system.

Poppy Gustafsson

Poppy Gustafsson OBE
CEO
Darktrace PLC
21st August 2023

6. Overview

Darktrace maintains that sensitive information, including customer data, is of paramount importance. Data confidentiality, integrity and availability is effectively maintained with robust administrative, technical and physical security controls. Darktrace commits to continuously improving the security program to best protect information assets.

7. Information Security Certifications

ISO/IEC 27001
ISO 27001 is a globally recognised information security standard that outlines best practice for operating a successful information security management system. In order to achieve and maintain this certification, regular audits are required, alongside a formal recertification every three years. The certificate can be provided upon request and holds the number IS 771724.

ISO/IEC 27018
ISO 27018 is a standard that outlines critical security controls to protect personally identifiable information (PII) in public cloud environments. For this certification, all cloud-hosted Darktrace products are in scope. In order to achieve and retain this certification, Darktrace is audited bi-annually by an independent third-party. The certificate number is PII 771726.

Cyber Essentials
Darktrace also maintains the Cyber Essentials certification. This is a UK-backed framework supported by the National Cyber Security Centre (NCSC). The framework outlines a baseline set of controls to protect organisations from cyber-attack. The certificate can be provided upon request.

8. Access Control

Access to the organisation’s network is limited and rigorously controlled to prevent unauthorised activity and unintended consequences. Access to systems is based on ‘need to know’ and ‘least privilege’ principles.

Network Segregation
Darktrace uses physical and logical segregation of networks. To protect source code, the core software development network is physically separate to all other internal networks. The ‘Guest’ wireless network is physically separate to the corporate wireless network.

Secure Remote Access
Multi-factor authentication (MFA) is required for remote access to all critical systems. Identity governance is managed alongside the organisation’s zero trust secure networking solution, which regularly confirms the identity of the user to ensure authorised access to core systems.

Unauthorised Access
Unauthorised devices are technically restricted from joining internal networks via a combination of device-based conditional access policies and Darktrace DETECT for Network. Wi-Fi connection details are not shared without authorisation from the Security Team.

Visitor Access

Guests, visitors and third parties must follow the Visitor Access Policy. This includes only connecting to 'Guest' wireless networks. Unknown contractors working on, or near, network or IT equipment must be escorted at all times. Known contractors may work unescorted, except in sensitive areas, and must have their physical access limited appropriately to their work requirements.

Access Requests

Access requests for specific systems are submitted to the IT Support Team via the helpdesk ticketing system. The requestor's job function as described by the HR department and their line manager are reviewed to ensure that the requested access is relevant and acceptable. Evidence of approval from data owners must be logged.

Access Authorisation

The IT Group owns the overall governance of access control within the organisation. Department managers are responsible for determining the access levels required by their staff. The change control managers, along with support from the Security Team, will evaluate all requests and authorisations to determine what access is required. Each change control will include an information security risk assessment to manage potential risk.

Privileged Access

The use of privileged accounts (admin/root) will be limited, operating on 'need to know' and 'least-privilege' principles. Uniquely identifiable usernames will be used to enable all activity under an account to be traced back to a single individual. No default administrative passwords will be left unchanged. Hardware tokens are required for administrative roles.

Access Review

The access to systems are regularly reviewed, to ensure that users are still authorised to access each system. The Security Team requests that system administrators, or provisioners, review the accesses for which they are responsible. Responses to electronic access reviews will be returned to the Security Team and evidence noted. Privileged Access reviews are conducted, and results are centrally recorded.

Access Logging and Monitoring

User activity is logged and routinely monitored for the purposes of error detection and security. The Security Team maintains necessary and proportionate levels of security monitoring coverage across the enterprise, including SaaS systems, on-premise infrastructure, and cloud environments.

Passwords

Passwords are required to access systems transmitting, processing or storing customer data. Passwords are set in line with guidance from National Cyber Security Centre (NCSC) and the National Institute of Standards and Technology (NIST). In general, all accounts must have a unique password, with a minimum length of 12 characters. Further information is outlined in the Password Policy.

9. Secure Development

All Darktrace products and internally developed systems are developed with secure engineering principles and security by design methodologies in place. Darktrace commits to the inclusion of security requirements at all stages of the software development lifecycle (SDLC).

Secure Architecture
Darktrace operates a development environment which is physically separate from the rest of the internal network. This network is hardened with a next generation firewall, secure access requires MFA over a VPN, and privileges are tightly controlled. Darktrace maintains an internal Secure Engineering Principles Policy to outline best practice.

Open-Source Code Policy
All open-source usage, whether the open source is used internally, as part of the Darktrace's products, or as part of a web service, needs to be reviewed through the OSS approval process. In order to help Darktrace achieve its OSS objectives, Darktrace has appointed the position of OSS Compliance Officer (OSSCO). The OSSCO will be the first line of support for the development community within the Company on questions around OSS.

DevSecOps Strategy
Darktrace operates a regular, collaborative DevSecOps forum and a monitored communication channel comprising of senior individuals from Development, IT Group and Security. Engineering workload requests in the design phase, technical changes and process considerations around software development are assessed alongside an information security risk assessment if applicable.

Technical Controls in Development
Darktrace has established a compliance framework in the development environment, which overlays all development groups. This mandates the automated application of static application security testing, dependency scanning and secrets detection as a standard. The framework also stipulates requirements for approvals in merge requests.

Vulnerability Testing and Scanning
Darktrace Internal Security and Development Teams remain abreast of security notifications for any underlying libraries and platforms and will push out patches as part of the regular product or system updates. Darktrace leverages Python and NPM security tools in development environments to identify weaknesses, misconfigurations and vulnerabilities. Issues are remediated in line with the vulnerability management standard.

Penetration Testing
For Darktrace products, a full penetration test by a suitably competent specialist is conducted before each major version release or annually, whichever occurs first. For internally developed functions, systems are tested by a qualified penetration tester as part of a regular schedule. All testing is done in line with best practice, which includes a consideration of threats and vulnerabilities outlined in OWASP Top 10.

Testing Remediation Standard

Vulnerabilities and penetration testing findings with a severity of CRITICAL or HIGH (>= 7 CVSS) will be fixed as soon as practicable, but no later than 7 days from identification. For Darktrace products, the complete test will be repeated until no such findings remain before the version is released to customers. MEDIUM (>= 4) findings will be addressed be addressed within 30 days, preferably with an automatic update deployed to customers if concerning Darktrace products. LOW or INFORMATIONAL (< 4) findings will be addressed before the next major system or product release.

10. Physical and Environmental Security

Perimeter Security and CCTV

CCTV and PIR systems cover all entrances, internal corridors and secure areas. The retention period of the associated data is approximately 30 days. All office entrances are accessed through a shared building lobby with manned reception. For all non-critical offices, perimeter security and CCTV systems are operated and monitored by building management teams.

Physical Access

Internal office access restrictions are set with the use of electronic HID cards with photographic identification. Each user is provisioned a specific access card which should be returned upon leaving the organisation. Anti-tailgating controls are provided in some offices. Visitors to offices should follow the Visitor Access Policy and follow requirements around supervision if applicable.

Secure Area Access

For locations containing critical Darktrace operating infrastructure, including offices within the scope of ISO 27001, access control systems are operated and managed by the Security Team. These systems are continuously monitored for unauthorised access. Sensitive internal zone access is determined by role and is subject to a privileged access request, in line with the Access Control Policy.

Loading and Delivery

All build, loading and delivery locations (Cambridge and Dublin) are covered by robust, technical access control systems and CCTV. CCTV covers external and internal movements in full. Deliveries for all locations are taken, logged and screened by onsite security / building management. Larger deliveries for non-build locations are managed by the building management teams. These locations are all covered by access control and CCTV.

Environmental Threats

Layered entry defences are used to protect from environmental threats. Headquarters and data centres are not located in a flood plain or on a flight path. Fire detection and suppression equipment, and leak detection systems, are in place within these locations.

Clean Desk Clear Screen Policy

Darktrace maintains an internal Clean Desk Clear Screen Policy designed to outline information protection requirements for Darktrace users. Users must guard against shoulder-surfing, minimise the production of printed materials, and ensure screen-locking is automated after a short period of inactivity.

11. Asset Management

Inventory of Assets
A full asset inventory database is maintained by the IT / Security Team for all devices with network access. Device ownership is assigned to a specific user in the database with a continual review and update cycle. A separate asset database is kept for customer appliances.

Return of Assets
The asset database updates automatically as part of the staff exit process. An Exit Certification Form certifies the return of assets and re-confirms the relevant provisions. Offboarding procedures are outlined in more detail in the Asset Management Policy.

Information Asset Disposal
All data stored on physical information assets classified as hardware must be fully wiped prior to disposal. Assets will be disposed of by the certified partner in line with guidelines dictated in the Data Destruction Policy.

12. Information Management

Classification of Information
Darktrace utilises a classification system for internal information. Disclosure of information classified at the lowest level represents insignificant harm to the business, while disclosure of information classified at the highest level may seriously impact the business or an individual. Information is stored, handled, transferred and disposed of in line with the classification level requirements. A list of information assets is kept with their assigned level of classification.

Labelling of Information
All unmarked documents and media are assumed to have the lowest classification. Auto-classification rules are applied to documents generated within, processed by, or saved to Microsoft 365 environments, in-line with the Data Classification Policy. All documents with higher classifications are marked as such, either in the document header or footer. Where not possible to mark the document itself, the classification is present on the container or access route (e.g., as metadata, or a folder name).

Data Leakage Prevention
Data loss prevention solutions and controls are configured against the classification of documents and information assets, including access permissions, monitoring of activity on workstations, reclassification of documents, and internal and external sharing channels to prevent data from being improperly accessed, deleted or exfiltrated. Removable media and USB ports are blocked by default on all workstations.

Information Deletion
Information stored in information systems, devices or in any other storage media is deleted when no longer required.

13. Operations Security

Darktrace utilises a defence in depth approach to protect against nefarious threats. A combination of preventative, detective and corrective controls enable a secure operating platform for the organisation.

Darktrace Technology
Darktrace leverages an enterprise-wide Darktrace deployment to protect sensitive information assets, which covers cloud-hosted systems, the Darktrace email environment, SaaS applications, internal networks and user endpoints. Darktrace operationally uses all four key product capabilities - PREVENT™, DETECT™, RESPOND™ and HEAL™ - to defend its systems from cyber-attack.

Secure Architecture
Darktrace's operating platform is protected by administrative, physical and technical security measures. Enterprise-grade endpoint security solutions are deployed throughout the Darktrace fleet. Cloud environments are monitored through security modules for SaaS and Web proxy filtering is in place. Web filtering is used to block a wide category of potentially malicious sites.

Control of Operational Software
Only software on the company's approved software list may be installed on laptops, workstations and phones. A formal change control procedure is in place. Access to administrative credentials is restricted and devices are built to a standard specification. Development and Operations teams manage instances of customised or in-house software.

Logging and Monitoring
Security alerts from anomalous network events are investigated in real time. Security events and incidents are recorded. Clock synchronisation is achieved via NTP to internal servers. Access to the log server, collection server, anti-virus server and the internal Darktrace monitoring systems are highly restricted. Darktrace appliance aids attribution, including remote VPN users and administrator activities. Log data is protected against tampering.

Internal Technical Vulnerability Management
Auto-updates are enabled wherever possible. Websites are protected by anti-DDoS hosts. Vulnerability scanning of internal and external infrastructure is performed on a monthly basis. Internal technical vulnerability remediation is aligned to the testing remediation standard; CRITICAL / HIGH severity findings to be patched as soon as possible / within 7 days, MEDIUM severity findings to be patched within 30 days, LOW / INFORMATIONAL severity findings to be considered at next patch window.

Operational Procedures
All changes are risk-assessed and recorded within the ticketing system. Significant changes require recorded approval by a restricted list of approvers. Capacity management, where limitations exist, is tracked. Only late-stage testing occurs on a staging server in operational environments. Operational networks are logically segregated.

14. Incident Management

Responsibilities and Procedures
Incidents are raised to the Security Team. Business impact of the incident is assessed and if customer data is at risk, customers are notified within 24 hours. Evidence is collected and stored securely by the Security Team and accessed only by investigators. All investigators are independent of the incident itself. A formal incident report is written to determine the root cause, this is then reviewed to determine corrective or preventative actions.

Incident Response Tabletop Exercises
The Security Team conducts quarterly incident response tabletop exercises throughout the year. Select departments, key members of upper-management, and the executive team participate in attack simulations, ensuring that the incident response members are aware of, roles and responsibilities, response priorities, order of events, communication requirements and the security tools available at the team's disposal. Incident response procedures are tested and validated, with findings being addressed by both the Security Team and relevant department(s).

Learning from Security Incidents
An incident register is maintained by the Security Team which highlights learning points identified in the post-incident assessment. The register is review quarterly with senior management to identify key issues and trends and support the content of future security awareness training. Learning points and action items from the post-incident assessment are regularly reviewed to ensure continuous improvement.

Threat Intelligence and Threat Hunting
Darktrace utilises multiple threat intelligence feeds to act upon external threats, both internally and for customers. This includes news / open-source intelligence feeds, technical indicator of compromise system integrations and email communications from threat intelligence sources. These feeds support operational actions in the security team (e.g., threat hunting, website blacklisting), as well as informing strategic business risk management activities (e.g., geopolitical changes to operating environment).

15. Data Protection and Security

Data is encrypted both at rest and when transmitted over public networks. Only authorised, vetted personnel have access and there is a documented privacy policy for the protection of information transmitted, processed or maintained on behalf of the customer.

Acceptable File Encryption
All corporate devices use disk encryption using native methods (FileVault 2 for MacOS, Native for iOS, BitLocker for Windows, LUKS for Linux) or VeraCrypt. Email is encrypted using Darktrace certificates within an email client. PDF file version higher than or equal to 1.6 are encrypted with AES. Microsoft Office documents (Excel, PowerPoint, Word) are encrypted using native methods in Office 2013 and above. ZIP files are encrypted using AES-128 or AES-256 with file names hidden.

Acceptable Transmission Encryption
Data is transmitted with TLS1.2+ (HTTPS, SMTPS, POPS etc), SSHv2, IPsec/DTLS with AES-128-GCM or higher encryption. Weaker ciphers from the available suite are removed. SMBv3 is encrypted with AES-CCM encryption. Further details are outlined in the internal Cryptographic Policy.

Appliance Encryption
Darktrace appliances are encrypted via LUKS with keys stored on TPM using a 256-bit AES cipher and sha256 for key derivation. All hard drives have full disk encryption, except the boot hard drive, which contains a small, unencrypted boot partition for starting up the appliance.

Call-Home Functionality
The Darktrace appliance makes an encrypted outbound SSH connection to Darktrace HQ. This is fully under the control of the customer and can easily be disabled within the appliance's interface. Both sides of the connection enforce the correct pre-configured keys, which are unique to each customer. The connection is encrypted using the AES-128 CTR cipher. Only connection attempts from the customer's nominated IP ranges are permitted. The connection terminates in a Call Home host that is dedicated solely to the customer. All logins and activity are logged and monitored, and authentication is multi-factor. The call home host, and all connections to it, are monitored 24/7 by Darktrace security tooling, as well as other security controls.

Data Destruction
Secure disposal procedure for all hard copy documentation, confidential waste, and HDD data. Destroyed to BS EN15713:2009 Standards. Customer cloud environments are decommissioned at end/termination of contract, encryption keys are deleted.

16. Web Application Security

Transport Layer Security (TLS)
All web interfaces that serve data of any sensitivity or require authentication are served over HTTPS using modern, secure cipher suites. At the time of writing, the server's first preferred cipher suite is summarised as: TLS v1.3 protocol, AES with 128-bit key in GCM mode encryption, a pseudo-random function of TLS PRF (with SHA-256), authentication using ECDSA-256 with SHA-256 on P-256 curve, and a key exchange using ECDHE using P-256 curve.

In particular, the following cipher suites are disabled: SSL v2/v3, TLS v1.0, RC4, DES, MD5. The following *should* be disabled: CBC modes, SHA1, 3DES.

Certificates
All external-facing web applications use an external trusted certificate authority. Sites that were live before 1 May 2018 may use RSA keys of at least 2048 bits, signed with SHA-256 or better hashes. New sites, released on or after 1 May 2018 will use ECDSA certificates, with optional additional legacy support for RSA.

Testing and Remediation
External-facing sites are regularly tested by Qualys SSL Labs and must get an A- or better grade. If the site fails to achieve the required grade, fixes are prioritised in order to obtain the required grade within 10 working days. Regular scanning is performed by ZAP and vulnerabilities scored according to CVSS. Remediation timescales for these findings are the same as those previously defined in the Product Testing section.

Authentication
Where required, new sites will avoid the need to create new credentials and should rely on existing identities or Single Sign-On (SSO) mechanisms. External-facing sites additionally require the use of one-time codes (TOTP 2FA) as provided by e.g., Microsoft Authenticator mobile app.

Content
Darktrace websites are designed to avoid the OWASP Top 10 vulnerabilities. Input validation and escaping must be handled by a recognised feature of the chosen platform or a trusted library. No inline scripting is used in new sites in order to support the CSP header restrictions.

17. Human Resources Security

Prior to Employment
At least two professional references are taken, academic and professional qualifications are confirmed, and a passport check is completed to confirm identity. For all roles with access to key company or customer information, a criminal background check and an Experian Complete check are conducted, which includes a financial stability check.

Onboarding
Upon hiring, new staff are assigned equipment and accesses based on their role. Access to internal systems and resources is granted to new hires on start date by IT.

Role Changes
Role changes are subject to the change control process. When changing roles, HR will update the HR system which will inform the IT department of a role change. Accounts are role based and will be automatically provisioned/revoked by IT systems.

Leavers
The leavers process is documented in the Exit Process policy. Upon receipt of a resignation letter or termination of contract by the company, the HR team will update the HR system with the users exit date. Management/HR decide whether the employee will work their notice period or leave immediately. On exit date, IT will disable all relevant accounts they manage and arrange for removal of others via ACP1. All equipment is to be returned. Contracts contain provisions to withhold the value of the equipment from the final pay check until returned.

Terms and Conditions of Employment
Employee contracts include strict non-disclosure agreements and enforce compliance with information security policies. The employee contract documents the employees ongoing obligation to non-disclosure and confidentiality post-termination.

Security Awareness and Training
An Acceptable Use & IT Security policy is issued in a welcome pack to all staff. A security presentation outlining risks to Darktrace and employee obligations is discussed at all new joiner inductions. Presentations on security are included at major internal gathering events. High priority security alerts are emailed to all staff. Interactive biannual training sessions are hosted on the company Intranet, completion is mandatory for all staff and is tracked and enforced by the Security team. Department-specific security training is conducted where applicable (e.g., Software Development).

Disciplinary Process
A Disciplinary and Capability procedure is formally documented in the Staff Handbook and included in the employee contract. A formal incident response process exists and has been communicated to all staff.

18. Business Continuity and Disaster Recovery Planning

Business Continuity and Disaster Recovery Planning
A plan has been developed to provide continuity in the event of a long-term total effective loss of the network infrastructure, communications services, and/or working locations. The BCDR plan is updated and re-approved annually.

Critical System Recovery
Services supporting key business functions and staff teams have been identified. Each service has at least two members of staff assigned with the knowledge, skills and access required, as well as a documented recovery procedure developed in advance. Each service has a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) set by senior management in support of customer instance resiliency and redundancy.

Customer Service Continuity
Darktrace operates a number of critical internal systems which directly support customer services and deployments. These are managed and tested in line with the BCDR plan. For cloud-hosted customer services and deployments, Darktrace leverages the resiliency and redundancy measures offered within selected CSP availability zones to provide an uninterrupted service.

Business Continuity and Disaster Recovery Testing
The BCDR plan is tested annually. Testing of select systems and business functions are routinely conducted throughout the year to maximise testing value, identify remediation actions and ensuring resilience in business operations with regards to customer services and deployments. Testing can include dry runs, tabletop exercises or full, live tests. Any remediations are identified, consolidated, logged and addressed in the subsequent tests.

Backup Policy
The Backup policy outlines the procedures and frequency of backup for critical information systems. Backups of critical information systems are performed daily. Testing of backups is performed dependent on the information system which is outlined in the backup policy.

19. Cloud Security

Public Cloud Architecture Security
Public CSPs provide critical infrastructure to support some of Darktrace's core business operations. Cloud security is governed collaboratively between Security, IT and Development teams. Darktrace leverages CSP-native security controls, data is encrypted both at rest and in transit, and access to Darktrace's cloud environment is securely governed with MFA. Misconfiguration and weakness management, vulnerability scanning, and anomaly detection are all conducted in the Darktrace cloud environment.

SaaS System Security
For SaaS systems used by Darktrace, the Security Team are responsible for ensuring adequate data protection and information security measures are in place. The Security Team will review the criticality of the SaaS system and determine necessary and proportionate security controls, outlining requirements for security monitoring, event logging, role-based access control and privilege management.

Onboarding Cloud Services
All new systems, vendors or suppliers which are cloud-hosted will undergo a cloud-centric vendor risk management process. The Security Team shall certify that security, data privacy and governance, and all other requirements around the protection of Darktrace information are adequately addressed by the cloud service provider. Senior leaders in Security, IT and Development operate the Systems Review Board to formally approve new cloud services. Security and IT teams will be embedded within system implementation projects where applicable.

Cloud Service Decommissioning
At the time of decommissioning existing cloud computing services, the business owners shall address matters of data retention, decommissioning of cloud infrastructure and outstanding contractual considerations, and these should be captured by the Security Team and any residual risks treated.

Cloud-hosted Deployments
Cloud-hosted deployments of Darktrace products utilise hosted datacentres provided by Microsoft Azure, Amazon AWS or Google Cloud Platform (GCP). Microsoft Azure, Amazon AWS and GCP are sub-processers of Darktrace. Customers can choose specific regions for Darktrace cloud services to be deployed in. This is covered in depth within Darktrace's Master Hosted Terms.

20. Supplier Management

Supplier Onboarding
Business owners identify and negotiate the services provided by suppliers. The Security Team should be consulted for all new suppliers to assess the criticality level of the supplier. The criticality level is based on the importance of the service as part of Darktrace's business operations combined with the potential business impact of a breach, impacting Darktrace's reputation, valuation and customers. The Security Team will identify vendor risk management and assurance requirements, based on the system criticality. Further detail is outlined in the Approved Supplier Policy.

Supplier Risk Management
The onboarding process may enumerate information security risk, which will be treated in the information security governance program. The Security Team will periodically review the risks posed, based on the assigned criticality of the supplier and assessed risk. Senior approval may be required is a system is assessed to pose an increased level of risk.

21. Risk Management

A risk management program has been developed to manage information security risk throughout the business. The risk management program is within the scope of Darktrace's ISO 27001 certification. An individual is designated to oversee the risk management program. Risk assessments are performed on an annual basis. Risks are recorded within a risk register. Darktrace's risk assessment methodology and threshold are documented within Risk Management Policy. Darktrace subscribes to the ISO 31000:2009 risk process.

22. Data Privacy

A data privacy program is implemented which ensures that employee, customer and third-party personal data is secured in line with personal data regulations and laws in the countries, and regions, that Darktrace operates within. Darktrace is a data controller and data processor. Darktrace is committed to complying with data protection legislation and good practice. Darktrace has a designated Data Protection Officer contactable at privacy@darktrace.com

23. Dispensations

In case of any dispensations or deviations from this document please contact the document owner.