

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Red Canary, Inc. with an address at 1601 19<sup>th</sup> Street, Suite 900, Denver, CO 80202 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Onelia Rodriguez at phone number (805) 722-9421 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Lionel Mirafuente at phone number (925) 487-1167 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

### 2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Adam Smith, County of Santa Barbara, 105 E. Anapamu St., Room 304, Santa Barbara, CA 93101

To CONTRACTOR: Red Canary, Inc., 1601 19<sup>th</sup> Street, Suite 900, Denver, CO 80202  
Attention: Legal Department  
With a copy to: legal@redcanary.com

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

### 3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the products and related services (the "Services") set out in the Order Form attached hereto as Exhibits A and incorporated herein by reference ("Order Form"). No work orders or change orders hereunder shall be effective or deemed accepted and incorporated into this Agreement unless signed by each Party's duly authorized designated representative and, if signed other than by the Chair of the COUNTY Board of Supervisors, only to the extent that such COUNTY representative has been expressly delegated such authority by the COUNTY Board of Supervisors ("Board") concurrently with the Board's approval of this Agreement. Subject to the terms of this Agreement, CONTRACTOR grants COUNTY a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for COUNTY'S internal business purposes during the Term of the Contract ("License"), and COUNTY hereby authorizes CONTRACTOR to collect and use data collected from COUNTY'S computing environments via the Services ("Technical Data") for the purpose of providing Services to COUNTY during

the Term. The Services may allow You to access content that is not created by Red Canary (“Third-Party Content”). Any Third-Party Content You choose to access via the Services is governed exclusively by the terms published by the third-party provider of such Third-Party Content. Any open-source tools made available by CONTRACTOR are governed exclusively by their embedded licenses. COUNTY is responsible for: (i) installing and/or deploying on COUNTY’S systems the third-party endpoint detection and response software required to allow the Services to function; (ii) obtaining all required rights and authorizations for CONTRACTOR to process the Technical Data and for the Services to interact with COUNTY’S systems, consistent with this Contract, and (iii) all activity occurring under COUNTY’S user accounts for the Services, and COUNTY shall notify CONTRACTOR immediately if C COUNTY has knowledge of any unauthorized use of such user accounts or security credentials.

#### **4. TERM**

The term of this Agreement (“Term”) shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services, but no later than July 12, 2025, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR’S services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B, if applicable. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR’S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

#### **7. STANDARD OF PERFORMANCE**

All Services of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the descriptions provided by CONTRACTOR in the Order Form. CONTRACTOR has and shall, at CONTRACTOR’S sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, and authorizations required by applicable law or otherwise necessary to carry out CONTRACTOR’S obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments regarding its property, employees, or income in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty charged by the taxing authority, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. RIGHTS AND OWNERSHIP**

(a) COUNTY own all right, title, and interest in the Technical Data. CONTRACTOR or its licensors, as applicable, own all right, title, and interest in the Services, information (other than Technical Data) used to perform or included in the Services, anonymized and aggregated metadata and Technical Data that is not identifiable to COUNTY or COUNTY'S users ("Anonymized Data"), and any modifications, enhancements, and derivative works of any of the foregoing.

(b) Except to the extent expressly permitted by applicable law, COUNTY shall not (i) sublicense, distribute, or otherwise make available the Services to any third party; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services, circumvent their functions, or attempt to gain unauthorized access to the Services or their related systems or networks; (iii) use the Services to circumvent the security of another party's network or information, or (iv) access or use the Services to create any service or other technology that has features or functionality the same as or similar to the features or functionality of the Services. All rights not granted under this Agreement are reserved to CONTRACTOR.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

### **13. COUNTY PROPERTY AND INFORMATION**

Except as otherwise provided herein, all of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. For clarity, COUNTY Property does not include Anonymized Data. CONTRACTOR shall not be liable for any degradation or unavailability of the Services that rely on any Technical Data that COUNTY directs Red Canary to delete during the Term. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for the earlier of four (4) years following the termination of this Agreement or as required by applicable law. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such financial documents and records related to COUNTY at any time during CONTRACTOR's regular business hours upon thirty (30) days' prior written notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any legally required audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit findings showing that CONTRACTOR is in breach of its obligations hereunder are made relating to this Agreement, CONTRACTOR shall reimburse all actual costs incurred by federal, state, and/or COUNTY governments associated with defending against such audit findings or performing any audits or follow-up audits, including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Promptly upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the incurred audit costs directly to COUNTY as specified by COUNTY in such notification.

### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

## **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY, except that CONTRACTOR may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets ("Merger Transfer"), provided that (i) such successor in interest first agrees in writing to be bound by this Agreement as "CONTRACTOR" hereunder and to assume all of CONTRACTOR's obligations hereunder, (ii) CONTRACTOR promptly, and in no event later than ten (10) business days after any such Merger Transfer, provides written notice to COUNTY ("Merger Transfer Notice") regarding such Merger Transfer and confirming such transferee's written agreement to be bound by this Agreement as "CONTRACTOR" hereunder and to assume all of CONTRACTOR's obligations hereunder, and (iii) upon COUNTY's receipt of any such Merger Transfer Notice, COUNTY may terminate this Agreement upon 30 days' prior written notice to CONTRACTOR regarding same provided COUNTY is not in breach of the Agreement and such termination does not entitle COUNTY to a refund of fees previously paid.. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

## **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds (as provided in Section 19(A)(2) below), or because of the failure of CONTRACTOR to fulfill its obligations hereunder (as provided in Section 19(A)(3) below). Such termination does not entitle COUNTY to a refund of fees previously paid.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice provided COUNTY is not in breach of the Agreement, and that that such termination does not entitle COUNTY to a refund of fees previously paid. If such termination occurs prior to payment of fees, COUNTY will pay CONTRACTOR for Services already provided on a pro-rata basis calculated from the Order Form start date. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with thirty (30) days' prior written notice. Such termination does not relieve COUNTY of the obligation to pay all fees for any subscription already in force and does not entitle COUNTY to a refund of fees previously paid.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement, in whole or in part, upon written notice if such default or breach is not remedied by

CONTRACTOR within thirty (30) days' written notice to CONTRACTOR of such default of breach ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B or default in the performance of this Agreement or materially breach any of its provisions, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment, default, or breach.
- C. Within thirty (30) days after termination, CONTRACTOR shall return to COUNTY or destroy all COUNTY Property and Technical Data in its possession, custody, or control. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as is reasonably necessary to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission by a Party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to a Party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of such Party.

**25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

Each Party shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of a Party in any action or proceeding against such Party, whether the other Party is a party thereto or not, that such Party has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO BREACH OF SECTION 11(b), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOSS OR INTERRUPTION OF BUSINESS OPERATIONS, LOST PROFITS, OR DATA LOSS ARISING OUT OF THIS CONTRACT OR PROVISION OF THE SERVICES. TO THE EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 11(b) OR COUNTY'S PAYMENT OBLIGATIONS, THE TOTAL AGGREGATE LIABILITY OF THE PARTIES UNDER

THIS CONTRACT SHALL BE LIMITED TO THREE TIMES THE FEES PAID BY COUNTY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. CONTRACTOR IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED DESTRUCTION, LOSS, ALTERATION, DISCLOSURE OF, OR ACCESS TO TECHNICAL DATA WHICH IS NOT IN THE POSSESSION, CUSTODY, OR CONTROL OF CONTRACTOR. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS CONTRACT.

**33. FORCE MAJEURE.** Except with respect to indemnity, defense, or monetary obligations, neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to changes in governmental laws, rules, taxes, regulations, or orders, war, terrorist acts, insurrection, riot, embargoes, supplier stoppages or delays, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

**34. LIMITED WARRANTY.**

a. Limited Warranty. CONTRACTOR warrants that (i) the Services will materially conform to their descriptions in the Order Form, (ii) the functionality of the Services will not be materially decreased during the Term, and (iii) the Services do not and will not contain any malicious computer code, viruses, worms, malware, advanced persistent threats, or targeted attacks. TO THE EXTENT PERMITTED BY LAW, CONTRACTOR MAKES NO OTHER WARRANTY TO COUNTY OR ANY OTHER PARTY, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE SERVICES, ANY OTHER SERVICES, OR ANY THIRD-PARTY SOFTWARE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ABSENCE OF HIDDEN DEFECTS, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING. THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES OR THE THIRD-PARTY SOFTWARE WILL OPERATE WITHOUT INTERRUPTION, WILL BE FREE OF DEFECTS, OR WILL DETECT OR PREVENT ALL INTRUSIONS, VULNERABILITIES TO INTRUSION OR ATTACK, UNAUTHORIZED ACTIVITY, ERRORS, OR DATA THEFT OR DESTRUCTION. THE SERVICES AND THE THIRD-PARTY SOFTWARE DO NOT PROVIDE A GUARANTEE OR WARRANTY OF PROTECTION, DETECTION, OR ACCURATE ANALYSIS OF SECURITY THREATS, AS NO THREAT DETECTION IS FAIL SAFE. EXCEPT TO THE EXTENT AN ORDER FORM INCLUDES A SUBSCRIPTION TO CONTRACTOR ACTIVE REMEDIATION, CONTRACTOR IS NOT RESPONSIBLE FOR TAKING ANY ACTIONS IN COUNTY'S ENVIRONMENT, INCLUDING WITHOUT LIMITATION INCIDENT CONTAINMENT, REMEDIATION, OR RESPONSE, IN RESPONSE TO ALERTS AND OTHER DATA PROVIDED BY THE SERVICES.

b. Remedy. COUNTY shall promptly notify CONTRACTOR in writing of any breach of the foregoing warranties. As COUNTY'S sole remedy and CONTRACTOR'S sole obligation for any breach of the warranties provided herein, CONTRACTOR shall, at its option and expense, (i) use good faith efforts to attempt to correct any such non-conformity; or (ii) terminate this Agreement and promptly refund COUNTY any prepaid fees covering the remainder of the Term after the effective date of the termination.



**35. CONFIDENTIALITY.** To the extent that a party or its affiliate receives confidential or proprietary information from the other party or its affiliate, including without limitation Technical Data, during the Term of this Agreement (“Confidential Information”), the receiving party shall employ reasonable measures to ensure the Confidential Information is not used, disclosed, sold, licensed, distributed, or otherwise made available to third parties except to the extent necessary for the performance of this Agreement. “Confidential Information” does not include: (i) Anonymized Data; (ii) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this Agreement, (iii) information previously known by or developed by the receiving party independent of and without reference to the Confidential Information, or (iv) information that the receiving party rightfully obtains without restrictions on use and disclosure. The receiving party may disclose Confidential Information as required by applicable law or by governmental authority, provided it uses reasonable efforts to give the disclosing party prompt notice of any such legal or governmental demand and cooperate with the disclosing party in any effort to seek a protective order or otherwise to contest such required disclosure, other than with respect to disclosures pursuant to the California Public Records Act, Brown Act, FOIA, or other applicable public records laws .

**36. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the numbered Sections 1 through 36 of this Agreement (“Numbered Sections”) and the provisions contained in the exhibits attached hereto and referenced in the Numbered Sections (“Exhibits”), the provisions contained in the Numbered Sections of this Agreement shall prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail over all other provisions of this Agreement. If any Order Form, work order, change order, or quotes provided by CONTRACTOR incorporated therein, include any standard printed terms from CONTRACTOR, or any hyperlinks to or references to Web sites containing standard terms or other provisions from CONTRACTOR (“CONTRACTOR’s Terms”), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY’s terms set forth in the Numbered Sections and Exhibits B, and C, hereto, on the one hand (“County’s Terms”), and CONTRACTOR’s Terms, on the other, the County’s Terms shall take precedence and control, followed by CONTRACTOR’s Terms.

**Agreement for Services of Independent Contractor by and between the  
County of Santa Barbara and Red Canary, Inc.**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shalee de la Guerra  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: [Signature]  
Chair, Board of Supervisors  
Date: 6-25-24

**RECOMMENDED FOR APPROVAL:**

Chris Chirgwin, CIO  
Information Technology

By: [Signature]  
DocuSigned by:  
Chris Chirgwin  
Department Head

**CONTRACTOR:**

Red Canary, Inc.

By: [Signature]  
DocuSigned by:  
David Brainard  
Authorized Representative  
Name: David Brainard  
Title: controller

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: [Signature]  
DocuSigned by:  
Lauren Wideman  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: [Signature]  
DocuSigned by:  
Shawna Jorgensen  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: [Signature]  
DocuSigned by:  
Greg Milligan  
Risk Management

**EXHIBIT A**

**Order Form**

CONTRACTOR (also referred to herein as "Red Canary") shall provide to COUNTY the following MDR Services as described below:



Red Canary, Inc.  
1601 19th Street, Suite 900  
Denver, CO 80202, United States

Quote #: Q-28388-1  
Expires On: 8/28/2024

Prepared By

Prepared By: Lionel Mirafuente  
Email: lionel.mirafuente@redcanary.com

Prepared For

Bill To Name: County of Santa Barbara, CA  
Bill To: 105 East Anapamu Street,  
Suite 102  
Santa Barbara, California  
93101  
United States

Ship To Name: County of Santa Barbara, CA  
Ship To: 105 East Anapamu Street, Suite  
102  
Santa Barbara, California 93101  
United States

Payment Term: Net 30  
Billing Frequency: Annual

Billing Email: itdfinance@countyofsb.org  
PO:  
Auto Renewal: No

Contract Start Date: 7/13/2024  
Contract End Date: 7/12/2025

Product Name	Description	Term (months)	QTY	Annual Unit Price	Annual Price	Unit Price	Net Total
Red Canary Endpoint Protection MDR	Annual subscription to Red Canary Endpoint Protection MDR bundle, which includes Red Canary MDR Endpoints and Red Canary MDR Networks.	12	5900 Endpoints	USD 25.98	USD 153,282.00	USD 25.98	USD 153,282.00
Microsoft Defender for Endpoint	Customer-provided Microsoft Defender for Endpoint licenses.	12	5900				
Red Canary User Protection MDR	Annual subscription to Red Canary User Protection MDR bundle, which includes MDR Identities, MDR Email & Productivity Suites, and MDR SaaS Applications.	12	4700 Accounts	USD 23.25	USD 109,275.00	USD 23.25	USD 109,275.00
Red Canary Active Remediation for Endpoints	Annual Subscription to Red Canary Active Remediation for MDR	12	5900 Endpoints	USD 9.56	USD 56,404.00	USD 9.56	USD 56,404.00
<b>TOTAL:</b>							<b>USD 318,961.00</b>

Grand Total: USD 318,961.00

Red Canary, Inc. | 1601 19th Street, Suite 900, Denver, CO, 80202, United States | www.redcanary.com

Red Canary MDR Endpoints is a service in which the Red Canary software platform analyzes endpoint telemetry with algorithms and investigation techniques to identify and explain threats, allowing You to better understand and respond to them.

Red Canary MDR Networks is an optional add-on to the Red Canary software platform in which the platform also analyzes supported network security alerts for IT, OT, and IoT environments.

Red Canary MDR Identities is a service in which the Red Canary software platform analyzes supported identity-based alerts with algorithms and investigation techniques to identify and explain threats, allowing You to better understand and respond to them.

Red Canary MDR Email & Productivity Suites is a service in which the Red Canary software platform analyzes data from supported email and productivity suites with algorithms and investigation techniques to identify and explain threats, allowing You to better understand and respond to them.

Red Canary MDR SaaS Applications is a service in which the Red Canary software platform analyzes data from supported SaaS applications with algorithms and investigation techniques to identify and explain threats, allowing You to better understand and respond to them.

Red Canary Active Remediation for Endpoints is an optional add-on to the Red Canary software platform in which Red Canary responds to the platform's medium- and high-severity threats by taking remedial action on Your covered endpoints via the tools available in Your supported third-party EDR software.

Further descriptions of the Services are available at [www.redcanary.com/platform](http://www.redcanary.com/platform). A copy of that description as of the Contract Start Date is attached hereto, and the functionality of the Services described therein will not be materially decreased during the Term.

**Terms & Conditions**

This Order Form represents an agreement by the entity named below ("You" or "Your") as of the last date listed below, to license from Red Canary, Inc. ("Red Canary") the Red Canary products and services listed on this Order Form (the "Services") for the time period stated in this Order Form ("Term"), subject to the following terms. The signatory below represents he/she has the right, power, and authority to sign this Order Form on Your behalf.

- 1 In addition to the terms set forth in this Order Form, the Services are subject to the terms attached hereto.
- 2 Unless otherwise provided on this Order Form, You are responsible for licensing and providing any access to any third-party products or services required by Red Canary to perform the Services. If this Order Form includes a resold license to any third-party products or services, such license is subject to the applicable terms and conditions at [www.redcanary.com/license-agreements](http://www.redcanary.com/license-agreements).
- 3 The Services are committed for the Term. The Term is not cancellable and all payments are non-refundable. Pricing is specific to quantities ordered. For a Term that is a fractional year, the "Unit Price" shown is pro-rated for the shortened term. At annual renewal, the "Unit Price" will be the equivalent annual price.
- 4 Endpoint-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Endpoints", it is calculated by the number of the maximum number of computing devices that are monitored by the Services.
- 5 Account-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Accounts", it is calculated by the highest number of unique users or identities that You have licensed from the providers that You have integrated with the Services to be monitored by the Services.
- 6 User-Based Licensing: Where the "Quantity" in this Order Form is expressed in "Users", it is calculated by the highest number of unique users or identities that You have licensed from the provider of any single application that You have integrated with the Services to be monitored by the Services.
- 7 Resource-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Resources", it is calculated as follows:

Resource	Definition	# Per Resource
Virtual Machines	A compute resource that uses software instead of a physical computer to run programs and deploy applications	1
Container Hosts	The system that runs the containerized processes, often simply called containers	1
Serverless Functions	A single-purpose, programmatic function that is hosted on managed infrastructure	50

Serverless Containers	Compute engines that run containers without requiring customers to deploy or manage the underlying container instances	10
Buckets	Logical containers of files and metadata about that file.	2
Container Registry Images	A container image within a container registry. A container image is a packaged, self-contained unit of software that contains all the necessary dependencies, libraries, and configuration files required to run a specific application within a containerized environment, such as Kubernetes or Docker.	5
Non-OS disks	Additional storage resources for storing block-level data separate from the operating system and applications. Also known as non-root volumes.	3
Databases	Scalable and highly available storage solutions that allow for efficient retrieval and manipulation of information.	1

- 8 Quantity & True-Ups: The "Quantity" specified in this Order Form is the maximum number of the licensed unit (Endpoints, Users, or Resources) that may be monitored by the Services without incurring additional charges. The "Unit Price" specified in this Order Form is the price per licensed units. If the quantity of licensed unit increases during the Term, You will be invoiced for the additional licensed unit on the first day of the calendar quarter immediately following the increase at a price that is 10% more than the Unit Price, pro-rated from date of increase, and each quarter thereafter that the quantity of licensed units monitored exceeds the maximum set forth in this Order Form. You may avoid the 10% overage penalty by promptly signing an Order Form increasing Your subscription to cover the overage.
- 9 Fees shown above are in U.S. Dollars, and do not include any taxes that may apply. Any such taxes (except those on Red Canary's property, employees, or income) are Your responsibility. All payments are due to Red Canary per the payment term stated above, calculated from the date of invoice. Please direct all questions regarding Order Forms or invoicing to [accounting@redcanary.com](mailto:accounting@redcanary.com).
- 10 This Order Form may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. This Order Form may be executed by digital or scanned signature(s).

This Order Form may be modified only in writing signed by COUNTY and CONTRACTOR.

---

**Billing Contact**

\_\_\_\_\_

Name

\_\_\_\_\_

Purchase Order # (write "N/A" if not required for payment)

\_\_\_\_\_

Email

\_\_\_\_\_

Phone

---

Other Billing Notes or Instructions. Please direct all Order Forms or invoicing questions to [accounting@redcanary.com](mailto:accounting@redcanary.com).

[Sign in](#)

# Red Canary help

[Red Canary help](#) > [How Red Canary works](#) > [How Red Canary works](#)

## How Red Canary works

Updated 8 months ago.

[Follow](#)

### What is Red Canary?

Red Canary provides a security operations platform that proactively monitors for malicious and suspicious behaviors and responds to stop them from becoming serious security incidents. The platform works via several key components:

- Endpoint and cloud workload sensors/agents
- Alert collectors and integrations with your alert-generating security products
- Integrations with your cloud service providers, identity platforms, and SaaS applications
- Cloud-hosted collection, detection, and response platform
- Our Cyber Incident Response Team (CIRT)
- Our Threat Hunting team

The endpoint/cloud workload sensors run on the endpoints and cloud workloads that make up your corporate and production environments, collecting detailed telemetry about what is

<https://help.redcanary.com/hc/en-us/articles/360047863574-How-Red-Canary-works>

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How Red Canary works – Red Canary help

happening in those systems.

The telemetry and alerts from your cloud service provider, identity platforms, SaaS applications, and other security products are both sent to our cloud-hosted platform. This allows our CIRT to perform analysis of that data to identify and confirm suspicious activity and security incidents. The included security orchestration and response capabilities can execute automations using playbooks on endpoints for response and remediation.

Your Red Canary incident handler assists and coaches your team about ways to improve your security program and reduce your risk through reporting, prevention recommendations, and deeper integrations between your other security products.

## Getting Started

Getting set up with the Red Canary platform typically takes less than one hour, depending on how your organization deploys software to your endpoints and the scope and complexity of your other systems. Once deployed, your organization is immediately protected by a highly advanced security operations team.

To get started, visit the onboarding pages for your subscription(s). Note that for the Red Canary platform to work, you must meet the requirements listed for each subscription:

- [MDR Endpoints and MDR Networks](#)
  - One or more of the following:
    - Purchase supported endpoint detection and response (EDR) software from a third party
    - Purchase supported third-party EDR software from Red Canary
    - Subscribe to the Red Canary Linux EDR component of the platform
- [MDR Identities](#)
  - Integrate a supported identity platform technology with Red Canary
- [MDR Cloud Control Plane](#)
  - Integrate a supported cloud service provider with Red Canary
- [MDR Cloud Instance](#)



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## Detecting potential threats

Red Canary's detection process uses two primary classes of analytics:

- Every piece of telemetry is tested to determine if it matches an indicator of compromise (IOC) that we've seen or heard adversaries use. These are brittle and often short-lived analytics, but if an adversary is foolish enough to reuse infrastructure or tools, they are easy to catch.
- Behavioral detectors identify sequences of system activity that match techniques used by adversaries. These could be as simple as running PowerShell with an encoded command line or a highly complex chain of behavior over a long period of time. [We map every detector to MITRE ATT&CK® techniques](#) so you can [quantify your detection coverage](#).

**Unlike other security products, you do not need to define your own detection rules and indicators of compromise to get extremely effective results. From day one, you get the benefits of years of Red Canary detection engineering.**

The Analyzed Events dashboard gives you an immediate view into the potential threats Red Canary is identifying in your organization using our threat intelligence and analytics. This page is where you'll pivot into events if you want to learn more or check our work.

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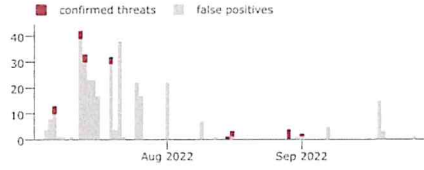
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How Red Canary works – Red Canary help

### Potentially threatening events

As Red Canary processes the telemetry and alerts collected from your endpoints and security products, any threat intelligence or analytics that match result in the creation of a potentially threatening event.

#### Analyzed events by day for the last 90 days



#### Top observed tactics

Tactics are distributed evenly across your organization.

- Command and Control
- Credential Access
- Defense Evasion
- Discovery
- Execution
- Exfiltration
- Impact
- Initial Access
- Lateral Movement
- Persistence
- Privilege Escalation

### Analyzed events

Curious about the lifecycle of events? [Learn more here.](#)

Show only events that were Alternate Escalation, Confirmed Threat, False Positive, Execution Prevented, Unlicensed, Ignored Product, Mitigated, Not a Threat, Testing, or learn more about searching

Event	Result	Last Update	Process	Location	Detection Analytics
EVENT-147156	Not a Threat	2022-09-27 21:13:23 UTC	c:\program files (x86)\google\... > ...	win10-cb system	

Learn more about [how Red Canary detects threats.](#)

## Investigating potential threats

Threat hunting is performed by the Red Canary CIRT to exclude the false positives you're used to from other security products and services. Instead of the legacy approach of simply triaging alerts and forwarding them to you to deal with, Red Canary handles everything up to the point of incident response (some teams call this "tier 1" and "tier 2").

Threats in the Red Canary platform are classified as Unwanted Software, Suspicious Activity, or Malicious Software. Each threat contains the detail your team needs to assess the risk, which people and systems are affected, and the details of what happened.

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← THREAT-34 →

Contact Us
Add Note
Acknowledge
Respond

### Malicious Software (Credential Theft and Dropper/Downloader) affecting rc-demo-workstation

“ A user accessed a malicious URL, consistent with credential phishing attempts, via Microsoft O365. Email forwarding rules were created and geographically unlikely logins were detected.

#### Affected Endpoint

rc-demo-workstation  
Investigate all endpoint activity [🔗](#)

Most recent hostname: rc-demo-workstation

Network addresses: 172.158.143.71, 172.158.143.71

Type workstation
Platform Windows

Sensor Group UnassignedGroup

Operating System Windows 10, version 21H2

#### Related Identity

rc-demo-worksta\user

Involvement: Involved in 0 other threats.

Logon Domain rc-demo-worksta
Local Account ✕

Domain Account ✓
System Account ✕

#### Threat Analytics

View in ATT&CK Matrix ▼

#### Related Threats and Events

▼

Learn more about how [Red Canary investigates and confirms threats](#).

## Responding to threats

Reducing your time to response is one of our chief goals. Your time to respond is dependent on three activities:

1. How long it takes to detect and confirm a threat (Red Canary does this for you).
2. How long it takes you to receive the threat and decide how you want to respond.
3. How long it takes you to respond.

When you start with the Red Canary platform, the first automation you'll enable is notifications about confirmed threats via [email](#), [phone](#), [SMS](#), [Slack](#), [PagerDuty](#), etc.

<https://help.redcanary.com/hc/en-us/articles/360047863574-How-Red-Canary-works>

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After a few days or weeks, most teams establish their decision-making and response processes (steps 2 and 3) in **configurable playbooks that are triggered automatically**. Approval steps require manual intervention so you can check and approve each action before it is performed.

### Automation

Automation is essential to taking fast and consistent action when events happen in your organization. Red Canary's automation capabilities are designed to enable you to complete specific security tasks, as opposed to infinitely customizable SOAR products that require weeks of configuration.

#### Triggers

Automation triggers define when playbooks should be executed. Triggers start with an event and can be limited by conditions such as the Threat's severity is high. Each trigger can be bound to one or more playbooks, allowing both triggers and playbooks to be highly reusable.

[Configure new trigger](#)

#### Playbooks

Automation playbooks are a group of actions you want to take to achieve a goal. Playbooks can range from the simple ("Email my security@ mailing list") to the complex ("Notify an on-call phone tree, network isolate any affected endpoints, and begin remediation").

### IH - Malicious Software - Servers - High

The screenshot shows a configuration page for a trigger. On the left, under "When a Detection is published", there are three conditions: "and Detection Primary Classification is Malicious Software", "and Endpoint Type is Server", and "and Detection Severity is High". Below these is a "+ Add condition" button. On the right, a list of playbooks is shown, each with a "Disconnect" button. The first is "IH - Phone Escalation" with the description "IH created playbook to escalate via a phone call." and the action "Call Phone Numbers", last updated 2022-06-02 16:08:11 UTC. The second is "IH - Isolate" with the description "IH created playbook to isolate without human approval." and the action "Isolate the Endpoint", last updated 2022-03-30 18:15:07 UTC. The third is "IH - IOC Remediation". A "Connect playbook" button is visible at the top left of the playbook list.

The peak of automation maturity is removing the approval safeties and allowing playbooks on endpoints to run without intervention. This enables high-quality response and remediation to take place regardless of where an affected system is located or what time of day it is for your security team.

Learn more about [taking action on threats with automations](#).

## Active Remediation for Endpoints

If you subscribe to the Red Canary Active Remediation for Endpoints add-on to the Red Canary platform, Red Canary will respond to high- and medium-severity threats identified by the Red Canary platform by taking remedial action on your covered endpoints via the tools available in your supported EDR software.

After subscribing, the Red Canary team will work with you to organize your covered endpoints into groups with your instructions as to how each endpoint should be handled in the event of a

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How Red Canary works – Red Canary help

threat.

## Linux EDR

Linux EDR is a Linux based EDR sensor which is deployed to physical, virtual, or cloud-based systems. Linux EDR monitors these systems and returns telemetry to the Red Canary Platform. Telemetry from Linux EDR is analyzed and investigated for threats through the normal process. Within the platform, customers can search their Linux EDR telemetry, and manage deployed sensors.

## Readiness Exercises

Readiness Exercises is a learning experience platform that enables your team to continuously train for real-world situations, so you can get ready and stay ready for today's top security threats. It is delivered via the Red Canary platform.

## Reporting on your performance

Every great security program continually improves over time, and Red Canary is focused on helping you understand how you're doing.

Unlike the typical pie-chart-filled dashboards, Red Canary's reporting library contains pre-built reports that are designed with help from your peers for inclusion in your executive and board presentations.

Report Library <
☆

**★ Favorites**  
Click the ☆ next to a report to add it to your favorites.

**Background**

Red Canary by the Numbers

Collection

Intelligence & Detection

Engineering

Expert Analysis & Investigation

Threats

**Detected Threats**

How effective was Red Canary at identifying them?

How timely were we at remediating them?

**Key Questions**

How many of our endpoints were affected by a confirmed threat?

Are our security controls getting better or worse?

How do we compare to other organizations?

### Background: Red Canary by the Numbers

Trailing 90 days February 25, 2022 - May 26, 2022 -

**About this report**

This report summarizes the key activities Red Canary performs for your team, enabling our industry-leading security operations. This process results in actionable detection of confirmed threats affecting your business so you (and our [automation](#)) can quickly respond and remediate.

Red Canary follows the design of an apex security operations team. Each step is optimized to provide maximum detection coverage, high accuracy, and timely investigation, decreasing your time to identify and respond to threats.

This report excludes test detections. You can change report settings on your [Company Profile](#).

Learn more about how to [get started with reporting](#).

## Your ally in the fight

When an incident occurs, it is not always obvious what to do. The Red Canary team is on-call when you need help and provides proactive security architecture and engineering guidance. Most teams engage with threat hunting in three primary ways:

- **Periodic sync:** Your threat hunter joins a regularly scheduled meeting with your team to review recent detections, discuss security architecture, help with automation, and provide any other security guidance you need.
- **Immediate assistance:** Threat Hunting is on-call 24/7/365 for investigation support and remediation guidance.
- **Proactive outreach:** Our team will proactively communicate with your team if the Red Canary CIRT identifies a critical threat requiring immediate action.

Was this article helpful?  Yes  No



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[Return to top](#) ^

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[Amazon Web Services ingest details](#)

### Comments

0 comments

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### Red Canary

1601 19th Street, Suite 900 Denver, CO 80202

| [System Status](#)

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

#### **Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$318,961.00 ("Maximum Contract Amount").
- B. Payment for services and /or reimbursement of costs shall be made as provided in the applicable Order Form.
- C. Annually, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the services to be performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY shall pay invoices or claims within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third-party claims, actions, losses, damages, judgments and/or liabilities alleging that COUNTY'S authorized use of the Services infringes the intellectual property rights of a third party, and shall indemnify COUNTY for any damages, reasonable attorneys' fees, and costs finally awarded against COUNTY as a result of, and for amounts paid by COUNTY under a settlement of, such a claim. In the event of such a Claim, or if CONTRACTOR reasonably believes the Services may be vulnerable to an infringement claim, CONTRACTOR may, in its discretion and at no cost to COUNTY (i) modify the Services so that they are no longer claimed to infringe, (ii) obtain a license for COUNTY'S continued use of the Services in accordance with this Agreement, or (iii) terminate this Agreement upon 30 days' written notice and refund to COUNTY any prepaid fees covering the remainder of the Term after the effective date of termination. CONTRACTOR shall also indemnify, defend and hold harmless County for third-party claims caused by CONTRACTOR'S intentional misconduct or conduct in conscious or reckless disregard of the rights of others intended to cause material harm. CONTRACTOR'S indemnification obligations shall be reduced to the extent that any loss or claim is attributable to any acts or omissions of COUNTY or any third party.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering (subject to sub-limit of \$100,000), infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Intentionally Omitted.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Upon written request, the CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement if such requirements are not met/cured within thirty (30) days after written notice from COUNTY. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment or notify COUNTY of its inability to comply with such modifications, within thirty (30) days of receipt. If CONTRACTOR cannot comply with such modifications, CONTRACTOR may terminate the Agreement upon written notice, without penalty or further obligation thereunder.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.