Attachment A

Red Canary Agreement with eXchange IT

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 eXchange IT LLC, a limited liability company of the State of California, with an address at 109 Egloff Circle, Folsom, CA 95630 ("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. Bill Cody at phone number (916) 799-1115 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, Information Technology Department, 105 E. Anapamu Street, Santa Barbara, CA 93101

To CONTRACTOR: eXchange IT LLC, 109 Egloff Circle, Folsom, CA 95630

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 services (the "Services") set out in the Statement of Work attached hereto as Exhibits A and incorporated herein by reference ("Statement of Work"). 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.

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 7/12/28 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. 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**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents 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 of every nature due 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, 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. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

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**

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. 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 at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable 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 audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions 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. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the 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. 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, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

1. **For Convenience**. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. 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 or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.

3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("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, 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.

C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory 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 in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR . In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR , the decision of COUNTY shall be final. 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 COUNTY 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 of COUNTY 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 COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

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**

CONTRACTOR 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 CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR 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. **ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the numbered Sections 1 through 32 of this Agreement ("Numbered Sections") and the provisions contained in the 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. If any Statement of Work, work order, change order, or quotes provided by CONTRACTOR incorporated therein, include any standard printed terms from CONTRACTOR, or any hyperlinks to 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 of this Agreement and Exhibits B, and C hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or change orders duly executed by COUNTY hereunder, and then (ii) CONTRACTOR's Terms, if any.

Agreement for Services of Independent Contractor by and between the County of Santa Barbara and eXchange IT LLC

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Laura Capps
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Chirgwin
Information Technology

By: DocuSigned by: Chris Chirgwin D97209A7A68A4A0...
Department Head

CONTRACTOR:

eXchange IT LLC

By: DocuSigned by: Bill Cody 815F1A06BD804BA...
Authorized Representative

Name: Bill Cody

Title: CFO

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Signed by: Lauren Wideman 8F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Signed by: Shawna Jorgensen DF6DB6D7D6344E6...
Deputy

APPROVED AS TO FORM:

Risk Management

By: DocuSigned by: Gregory Milligan 05E555F00269466...
Risk Management

EXHIBIT A

CONTRACTOR shall be responsible for providing all services hereunder. CONTRACTOR may not assign, delegate, or subcontract any of CONTRACTOR's obligations hereunder without the prior written approval of COUNTY in each instance.

Suspension for Convenience. COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to thirty (30) days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

CONTRACTOR is a reseller of the security operations Solution provided by Red Canary ("Provider") as specified in this Statement of Work, including thirty-six (36) months of Provider security operations services, and CONTRACTOR shall cause Provider to provide to County the products and services in accordance with the provisions of this Agreement.

eXchange IT
YOUR VEHICLE TO THE STATE

Quote

109 Egloff Circle
Folsom, CA 95630
(916) 799-1115
Prepared by:
bill.cody@exchangeit.tech

February 11, 2025
Valid Unitl July 13, 2025
Quote #: XIT0250218
Payment Terms: Net 45 from Invoice date

Quote for:
County of Santa Barbara
105 East Anapamu St., Suite 102
Santa Barbara, CA 93101
Attn: Adam Smith

Red Canary 3-Year Term

California Small Business Cert: 2032354
California Sellers Permit: 228959008

	Sku	Description	Qty	Term (Years)	Unit Price Per Year	Annual Price	Total price
1	RC-MDR Complete	MDR Complete: Up to 3 Detection Domains, Up to 9 Integrations, Intel profiles, API access, Canary Exporter, File integrity monitor Term: 7/13/2025-7/12/2028	1	3	included	$0.00	$0.00
2	RC-Endpoint Protection MDR	Annual subscription to Red Canary Endpoint Protection MDR Bundle, which includes Red Canary MDR Endpoints and Red Canary MDR Networks Term: 7/13/2025-7/12/2028	5,900	3	$25.90	$152,810.00	$458,430.00
3	RC User Protection MDR	Annual subscription to Red Canary User Protection MDR bundle, which includes MDR identities, MDR Email and Productivity Suites, and MDR SaaS Applications. Term: 7/13/2025-7/12/2028	4,700	3	$23.43	$110,121.00	$330,363.00
4	RC Active Remediation for Endpoints	Annual Subscription to Red Canary Active Remediation for MDR Term: 7/13/2025-7/12/2028	5,900	3	$9.74	$57,466.00	$172,398.00
5	CB-EDR	Carbon Black EDR Term: 7/13/2025-7/12/2028	75	3	$17.97	$1,347.41	$4,042.24
					Subtotal	$321,744.41	$965,233.24
					non-taxable		
					Total Quote		**$965,233.24**

Payments
Payments are annual in advance of each annual term. Payment for Year 1 of $321,744.41 will be invoiced upon contract start date or other mutually agreed up date. Payments for years 2 and 3 will be invoiced on following anniversary dates.

Attachment 1
Red Canary Terms of Service

Red Canary Terms of Service FAQ

Thank you for reviewing the Red Canary Terms of Service ("Terms"). We value your time and hope that by offering you additional information on how the Red Canary services work, we can address some questions and concerns you may have up front. **Please note that this FAQ is provided for informational purposes only, does not constitute legal advice, and does not form part of the Terms.**

What is your company purchasing?

Your company is purchasing a subscription to the Red Canary security platform, which is a cloud-hosted SaaS application. A description of the Red Canary platform ("Red Canary Platform") is attached hereto as Attachment 2is .

What data is collected by the Red Canary platform?

The Red Canary platform ingests telemetry from supported third-party endpoint sensors and (optionally) Red Canary endpoint sensors, as well as alerts from your supported third-party security products. An endpoint is simply a computing device such as a laptop or server. Telemetry is metadata describing behavior that is taking place on an endpoint and does not include the contents of files on the endpoint itself. If you have configured your other security products to route alerts to the Red Canary platform, then we will also be processing any information included in those alerts. Whether the data provided includes any personal or confidential data depends entirely on the configurations set by your internal security team.

Does the Red Canary platform collect sensitive personal data like PHI or PCI?

Red Canary does not require access to any personally identifiable information or other sensitive data to provide our services. Your own security configurations will determine whether and to what extent such data is included in the telemetry or the alerts that are transmitted to the Red Canary platform.

Is my data ever shared with other customers?

Your data will only be shared with other customers in an anonymized and aggregated form. This may happen if behavior on your system is confirmed to have been connected with a new security threat. In that case, the identified threat will be stripped of any identifying information and its core elements and will be aggregated with our other threat profiles to identify similar behavior indicating similar threats to other Red Canary customers. This cross-pollinating of threat intelligence benefits all of our customers and is a big part of how Red Canary protects your system from threats. For example, if Red Canary spots a new threat on another customer's endpoints, the anonymized data we have collected from that customer's system will allow us to identify that same threat faster and with greater certainty if it appears on your system. *However, just like you are not seeing any data identifying other customers, Red Canary's other customers do not see any data that identifies you.*

What does Red Canary do with the Anonymized Data?

Like most other SaaS providers, Red Canary uses metadata about your use of the Red Canary platform. Your metadata is used on an aggregated basis (meaning that it is combined with similar data from other customers, so there is no way to pick out any piece of metadata and pinpoint it as having originated from you or your users). Red Canary also uses telemetry and identified threats that have been de-identified to continue improving our ability to identify threats to our customers and to help educate the security community at large. None of the data we share with other customers or in publicly-available materials is identifiable as having originated from you or your users.

Can Red Canary return my data to me at the end of my subscription? Does Red Canary delete my data?

Our practice is to delete customers' data within 30 days after a customer's subscription ends. The data that is ingested by the Red Canary platform is extremely voluminous (often petabytes of data) and it is maintained in an archived format starting 2 weeks after it is collected, so it is very expensive and time-consuming to return.

Does Red Canary offer the right to terminate my subscription for convenience?

No, Red Canary does not offer customers the right to terminate a subscription for convenience. The Red Canary platform subscription is priced for the full term, and if we are reselling third-party software or services to you, we similarly do not have the right to terminate those services for convenience.

Does Red Canary offer unlimited liability for breach of confidentiality or data breaches?

No, like other SaaS providers, Red Canary does not offer unlimited liability for breach of confidentiality or data breaches. This is especially necessary in our situation where you control the magnitude of a data breach risk, given that (i) Red Canary does not require access to any personally identifiable information or other sensitive data in order to provide our services and (ii) your own security configurations will determine whether and to what extent personally identifiable information or other sensitive data is included in the data transmitted to the Red Canary platform. However, the Terms do have a "supercap" providing a higher limitation of liability for confidentiality or data breaches.

Does Red Canary offer price caps on renewals?

No, but if you want to lock in current pricing, we do offer multi-year terms where pricing is fixed for your entire subscription term. Red Canary aims to deliver exceptional security outcomes for all of our customers. In order to succeed, we need to run a sustainable business that is able to constantly innovate and increase our value to customers. By agreeing to price caps, we would limit our ability to increase quality, which would ultimately hurt our customers, including you.

Does Red Canary permit its customers to conduct audits?

No, given the size of our customer base we wouldn't be able to handle individual audits by each customer. However, Red Canary has reputable auditors conduct annual SOC 2 Type II, ISO 27001, and ISO 27701 audits, and will provide the results of those reports upon request. These are industry-standard reports that These are industry-standard reports that should satisfy any audit concerns.

Red Canary Terms of Service

1. Services and Products.

(a) Order Form. One or more quotes or other order forms signed by You and Red Canary, Inc. or its Affiliate, as applicable ("Red Canary") or its authorized reseller ("Order Forms") shall set forth the Red Canary products and related services to be provided (the "Services"), any third-party software Red Canary is distributing to You ("Third-Party Software"), the time period for which they are provided (the "Term"), price, payment terms, and certain other terms and conditions in addition to those set forth herein (collectively, the "Agreement"). "Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

(b) Red Canary Services. Subject to the terms of this Agreement and Red Canary's receipt of full payment, Red Canary grants You and Your Affiliates a limited, non-exclusive, non-transferable, non-sublicensable license to install (as applicable), access, and use the Services for Your and Your Affiliates' internal business purposes during the Term. Subject to the foregoing, Your third-party contractors providing contracted services to You or Your Affiliates ("Contractors") may also install (as applicable), access, and use the Services during the Term only for Your and Your Affiliates' internal business purposes, provided those Contractors are not in the business of providing security products or services substantially similar to or competitive with Red Canary's products or services.

(c) Your Responsibilities. You are responsible for (i) installing and/or deploying on Your systems any software required by Red Canary to allow the Services to function; (ii) obtaining all required rights and authorizations for Red Canary to process the Technical Data (as defined below) and for the Services to interact with Your systems, consistent with this Agreement, (iii) all activity occurring under Your user accounts for the Services, (iv) notifying Red Canary immediately if You have knowledge of any unauthorized use of such user accounts or security credentials, and (v) Your Affiliates' and Contractors' compliance with the terms of this Agreement, such that any act or omission by an Affiliate or Contractor that would constitute a breach of this Agreement if committed by You will be a breach of this Agreement by You.

(d) Resale. If You purchase Services through an authorized reseller, these Terms of Service will govern but Your payment obligations will be with the authorized reseller, not Red Canary. Any terms or conditions agreed to between You and the authorized reseller that are in addition to these Terms of Service are solely between You and the authorized reseller. Resellers are not authorized to make any modifications or changes to these Terms of Service or bind Red Canary to any additional or different terms or conditions.

(e) Evaluation and Early Access Services. Any Services and any Third-Party Software made available to You free of charge or for trial or evaluation purposes, with or without an Order Form ("Evaluation Services") shall be available only for the limited time period that Red Canary designates in its discretion. Red Canary may modify or terminate Your license to use Evaluation Services at any time, without liability. To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the Evaluation Services are provided "as is," Red Canary shall not have any warranty, indemnification, support, or service level obligations or liability with respect to the Evaluation Services, and Red Canary's maximum aggregate liability with respect to the Evaluation Services shall be $500.00. Any elements of the Services designated as "early access" or "beta" are provided "as is" without any warranty, indemnification, or service level obligations and shall not create any obligation for Red Canary to continue to develop, productize, offer for sale or in any other way continue to provide or develop such elements of the Services.

(f) Third-Party Content and Open Source Tools. 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 Red Canary independent of the Services are governed exclusively by their embedded licenses.

(g) Service Levels. Red Canary shall provide the Services per the Service Level Agreement ("Service Level Agreement") attached hereto as Attachment 3-B

2. Rights and Ownership.

(a) Technical Data. You hereby authorize Red Canary to collect and use data collected from Your computing environments via the Red Canary Services ("Technical Data") (i) for the purpose of providing Services to You during the Term and (ii) with Your prior permission, as necessary for onboarding after an Order Form is signed but before the Term begins.

(b) Ownership. You own all right, title, and interest in the Technical Data. Red Canary or its licensors, as applicable, own all right, title, and interest in the Services and Third-Party Software, 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 You or Your users ("Anonymized Data"), and any modifications, enhancements, and derivative works of any of the foregoing.

(c) Standard License Restrictions. Except to the extent expressly permitted by applicable law, You 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 Red Canary.

3. Confidentiality and Security.

(a) Mutual 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 in the performance of, or as authorized by, 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 provision, (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 the rules of any national stock exchange, applicable law or by proper legal or 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, at the disclosing party's expense.

(b) Deletion of Confidential Data. Within 30 days after termination of this Agreement for any reason, Red Canary shall delete all of Your Technical Data in Red Canary's possession.

(c) Security. Upon Your request, Red Canary shall provide the most recently completed SOC 2 Type 2 audit report and ISO 27001 certification or comparable industry-standard successor reports or certifications prepared by Red Canary's independent third-party auditors, which shall be treated as Red Canary's Confidential Information.

4. Limited Warranty.

(a) Limited Warranty. Red Canary 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, RED CANARY MAKES NO OTHER WARRANTY TO YOU 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. RED CANARY 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 RED CANARY ACTIVE REMEDIATION, RED CANARY IS NOT RESPONSIBLE FOR TAKING ANY ACTIONS IN YOUR ENVIRONMENT, INCLUDING WITHOUT LIMITATION INCIDENT CONTAINMENT, REMEDIATION, OR RESPONSE, IN RESPONSE TO ALERTS AND OTHER DATA PROVIDED BY THE SERVICES.

(b) Remedy. You shall promptly notify Red Canary in writing of any breach of the foregoing warranties. As Your sole remedy and Red Canary's sole obligation for any breach of the warranties provided herein, Red Canary 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 You any prepaid fees covering the remainder of the Term after the effective date of the termination.

5. Indemnification.

(a) Indemnification by Red Canary. Red Canary shall defend You and Your Affiliates ("Your Indemnitees") against any claim, demand, assessment, action, suit, or proceeding brought by a third party ("Claim") alleging that Your Indemnitees' authorized use of the Services infringes the intellectual property rights of a third party, and shall indemnify Your Indemnitees for any damages, reasonable attorneys' fees, and costs ("Losses") finally awarded against Your Indemnitees as a result of, and for amounts paid by Your Indemnitees under a settlement of, such a Claim.

In the event of such a Claim, or if Red Canary reasonably believes the Services may be vulnerable to an infringement claim, Red Canary may, in its discretion and at no cost to Your Indemnitees (i) modify the Services so that they are no longer claimed to infringe, (ii) obtain a license for Your Indemnitees' continued use of the Services in accordance with this Agreement, or (iii) terminate this Agreement upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the Term after the effective date of termination.

Red Canary shall not defend or indemnify Your Indemnitees where such Loss or Claim arises in whole or in part from (i) Your Indemnitees' non-compliance with the terms of this Agreement, (ii) Red Canary's compliance with Your Indemnitees' specifications, instructions, or requirements, or (iii) the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Red Canary, if the Services or use thereof would not infringe without such combination.

(b) Indemnification by You. You shall defend Red Canary and its Affiliates and agents ("Red Canary Indemnitees") against any Claim (i) alleging that the Technical Data infringes the intellectual property rights of a third party, and/or (ii) alleging that Red Canary lacks the proper rights or authorizations to process the Technical Data, and You shall indemnify the Red Canary Indemnitees for any Losses finally awarded against them as a result of, and for amounts paid by them under a settlement of, such a Claim.

(c) Procedure. The party seeking defense and indemnity hereunder shall (i) give the indemnifying party prompt written notice of such Claim, (ii) permit the indemnifying party to solely control and direct the defense or settlement of the Claim, provided the indemnifying party will not settle any Claim in a manner that requires the indemnified party to admit liability without the indemnified party's prior written consent, and (iii) provide all reasonable assistance in connection with the defense or settlement of such Claim, at the indemnifying party's cost and expense. The indemnified party may, at its own expense, participate in defense of any Claim.

6. Mutual Limitation of Liability.

(a) DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AND THEIR AFFILIATES, LICENSORS, AND SUPPLIERS AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES, LOSS OR INTERRUPTION OF BUSINESS OPERATIONS, LOST PROFITS, LOSS OF USE, OR DATA LOSS ARISING OUT OF THIS AGREEMENT OR PROVISION OF THE SERVICES OR THIRD-PARTY SOFTWARE. RED CANARY AND ITS AFFILIATES AND LICENSORS ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED DESTRUCTION, LOSS, ALTERATION, DISCLOSURE OF, OR ACCESS TO TECHNICAL DATA WHICH IS NOT IN THEIR POSSESSION AND CONTROL.

(b) LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE PARTIES AND THEIR AFFILIATES, LICENSORS, AND SUPPLIERS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY YOU IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM FOR THE PARTICULAR ORDER FORM UPON WHICH THE CLAIM IS BASED, EXCEPT THAT THE TOTAL AGGREGATE LIABILITY OF THE PARTIES AND THEIR AFFILIATES, LICENSORS, AND SUPPLIERS UNDER THIS AGREEMENT FOR BREACH OF SECTION 3 (CONFIDENTIALITY AND SECURITY) SHALL BE LIMITED TO TWICE THE FEES PAID BY YOU IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM FOR THE PARTICULAR ORDER FORM UPON WHICH THE CLAIM IS BASED. THE FOREGOING PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND ANY MODIFICATION OF SUCH PROVISIONS WOULD SUBSTANTIALLY AFFECT THE FEES CHARGED.

(c) EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION (MUTUAL LIMITATION OF LIABILITY) SHALL NOT APPLY TO: (I) YOUR PAYMENT OBLIGATIONS; (II) THE PARTIES' DEFENSE AND INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT; (III) VIOLATION OF SECTION 2(c) (STANDARD LICENSE RESTRICTIONS); (IV) FRAUDULENT OR INTENTIONAL MISCONDUCT; OR (V) ANY LIABILITY THAT MAY NOT BE LIMITED BY LAW.

7. Termination and Suspension.

(a) Termination. This Agreement (or any Order Form) may be terminated at any time by either party upon written notice if the other party materially breaches this Agreement and such breach remains uncorrected for 30 days following written notice of the breach from the other party.

(b) Suspension. Red Canary may suspend Your access to the Services and Third-Party Software (1) with immediate effect upon written notice if Red Canary reasonably determines that You are in breach of Section 2(c) (Standard License Restrictions); (2) with immediate effect upon written notice if Red Canary reasonably determines that Your use of the Services poses a security risk or threat to the function of the Services, or poses a security or liability risk or threat to Red Canary or its hosting provider; (3) upon at least five (5) days' prior notice in the event of Your breach of Your payment obligations under this Agreement; and (4) immediately upon the end of the Term if not renewed. Unless this Agreement is terminated per the preceding section, Red Canary shall restore access promptly upon its reasonable satisfaction that the cause for suspension has been cured. Suspension of the Services does not limit Red Canary's other rights and remedies, and will have no impact on the duration of the Term, any service levels, or the associated fees owed.

8. Miscellaneous.

(a) Entire Agreement. This Agreement shall be the entire agreement between the parties and supersedes all prior or present proposals, representations, undertakings, agreements or warranties, expressed or implied, written or oral, concerning its subject matter. You agree that in entering into this agreement You have not relied on any promises, warranties, or representations except those expressed in this agreement. Any and all terms and conditions in any purchase order or other purchasing document issued by You or on Your behalf (including without limitation any pre-printed terms and conditions) are rejected and shall be null and void. This Agreement may be amended only by a written instrument executed by both parties. In the event of a conflict between the Order Form and these Terms of Service, the Order Form shall control.

(b) Notices. All notices under this Agreement must be in writing and (i) sent by email to legal@redcanary.com or to Your representative appearing in an Order Form, (ii) delivered by hand, or (iii) sent by registered mail or nationally-recognized next-day courier service addressed to the party at its address indicated on the Order Form.

(c) Waiver; Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions of will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent

permissible by law. The headings of this Agreement are for convenience only. In case of any difficulty in the interpretation of one or more of the headings, the headings shall have no meaning and no effect.

(d) Independent Contractor; Third-Party Beneficiaries; Language. Red Canary is an independent contractor, this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. All Services shall be provided in the English language.

(e) Survival. Sections 2(b) (Ownership), 3(a) & (b) (Confidentiality and Security), 5 (Indemnification), 6 (Mutual Limitation of Liability), and 8 (Miscellaneous) shall survive termination of this Agreement.

(f) Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to the application of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The exclusive venue for any dispute relating to or arising out of this Agreement, including without limitation its construction, effect, the performance, breach, rescission or termination, shall be in the federal or state courts for Denver, Colorado, and the parties consent to personal jurisdiction in such courts.

(g) 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 acts of God, 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.

(h) Fees, Taxes. You will pay the fees for the Services and any Third-Party Software as set forth in the Order Form. You will be responsible for sales and other taxes arising out of this Agreement, except for taxes imposed on Red Canary's or its reseller's property, employees, or income.

(i) Export Controls and Sanctions. You shall not permit any third party to access or use the Services in violation of any export or import law or regulation, or export the Services except in compliance with all applicable laws and regulations. You shall not permit the Services to be accessed or used by anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, or by anyone in a country subject to a United States embargo.

US Government Rights. Each of the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 48 C.F.R. § 12.212. Accordingly, if You are an agency of the US Government or any contractor therefor, You receive only those rights with respect to the Services as are customarily granted to Red Canary customers, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

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Attachment 2
Red Canary Platform

Red Canary Product Overview

Updated on 17 Mar 2025

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 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.

Note that for the Red Canary platform to work, you must meet the requirements listed for each subscription:

- MDR Endpoint
  - 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 Identity
  - Integrate a supported identity platform technology with Red Canary
- MDR Cloud
  - Integrate a supported cloud service provider with Red Canary

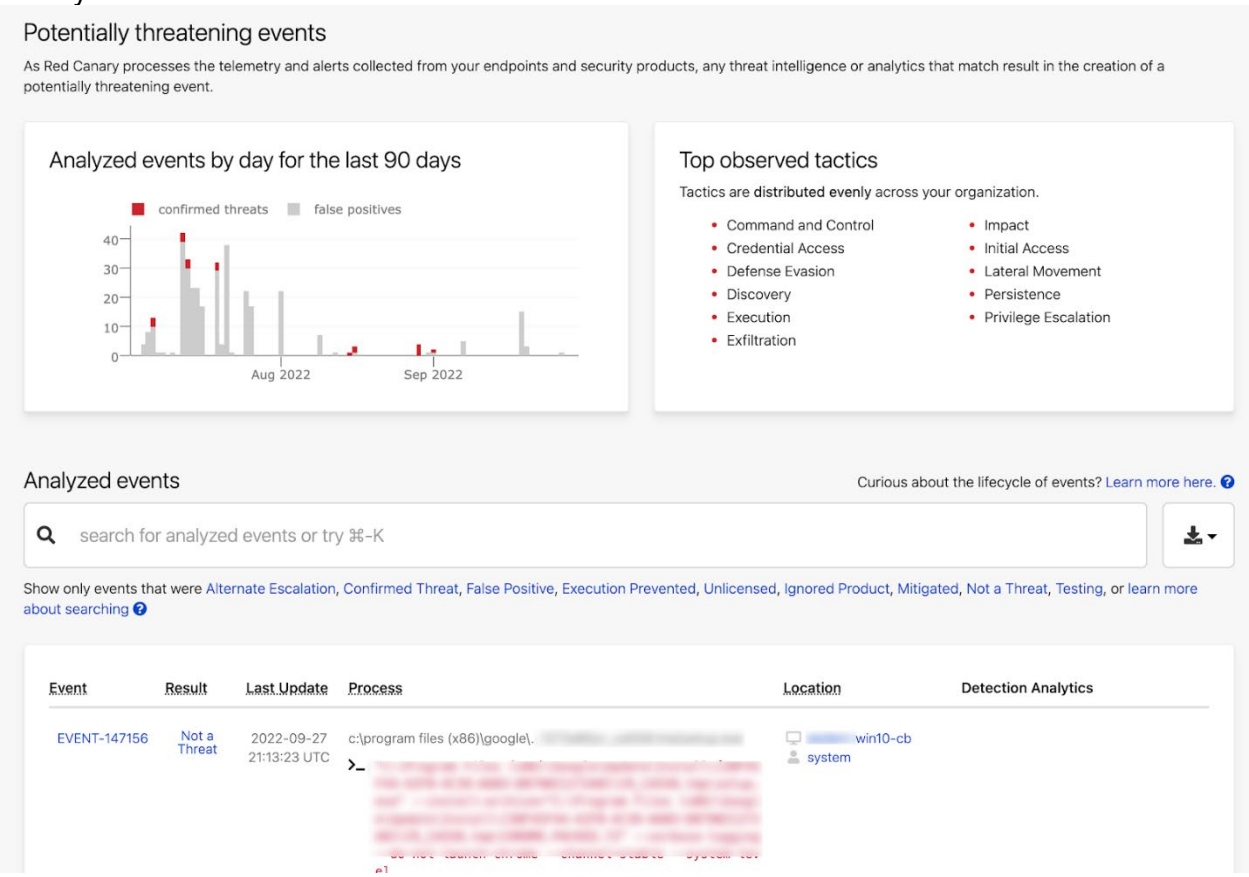
Detecting potential threats

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.
- 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 detectors 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.

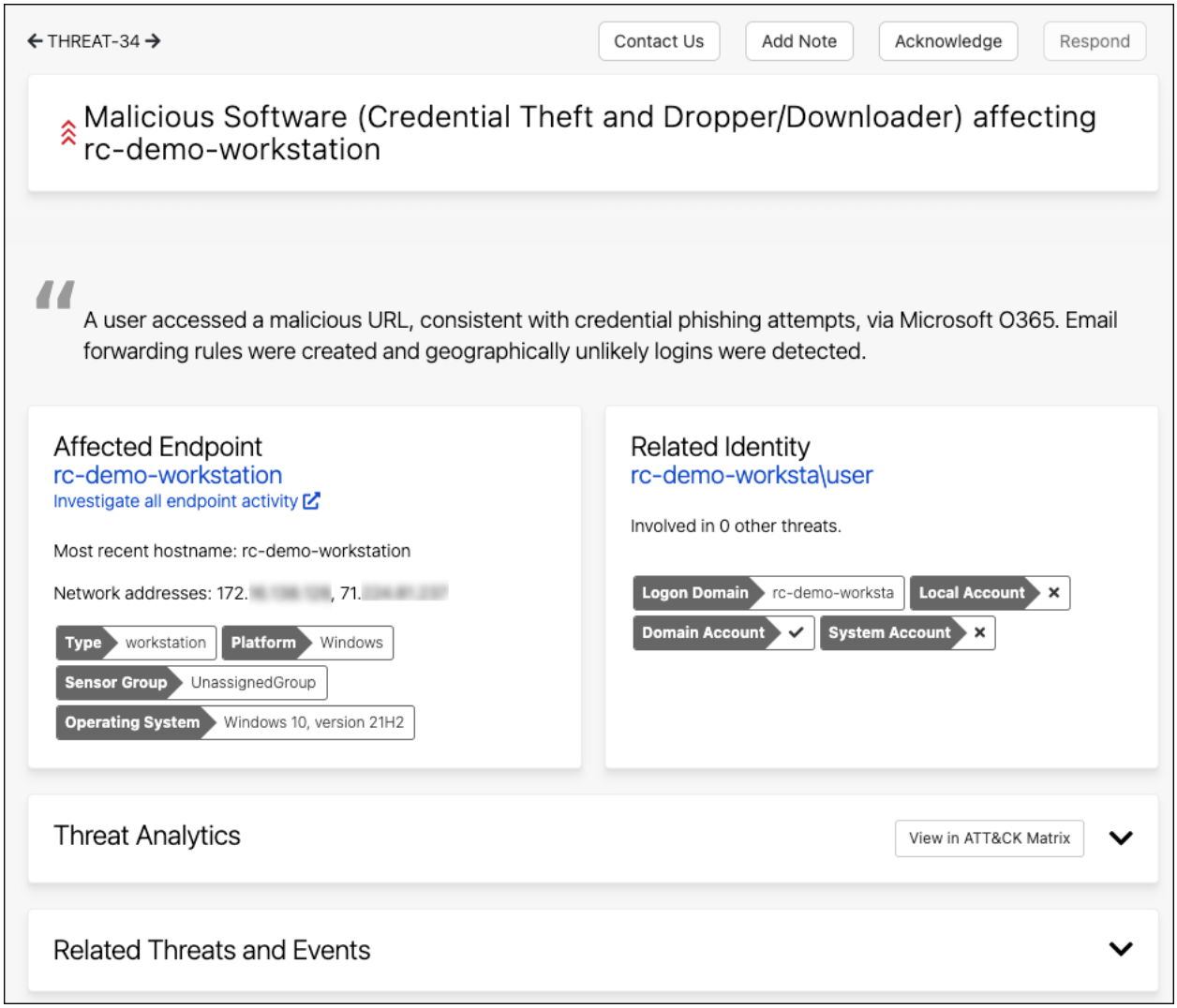
The Analyzed Events dashboard gives you an immediate view into the potential threats Red Canary is identifying in your organization using our threat intelligence and analytics. This page is where you'll pivot into events if you want to learn more or check our work.



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.



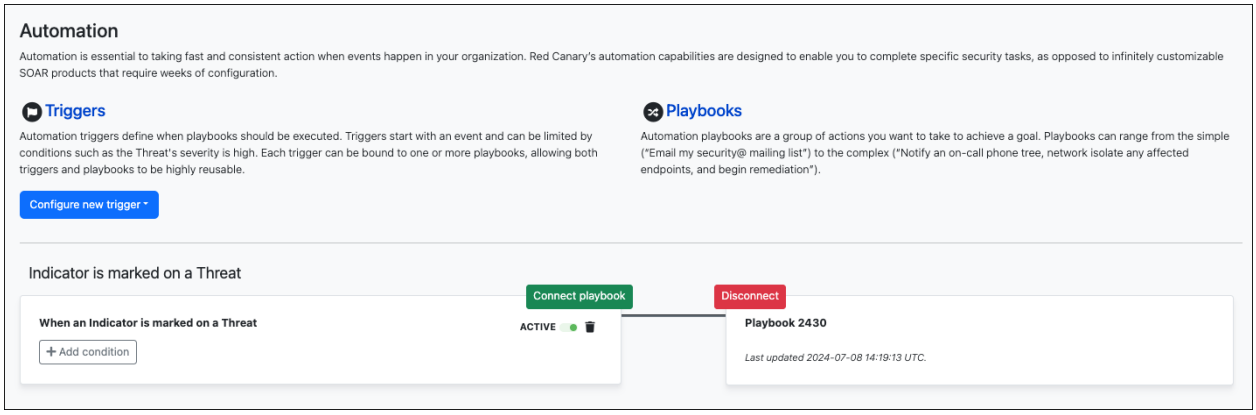
Responding to threats

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.

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.



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.

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 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.

Security Data Lake

The Security Data Lake is a managed storage solution for Red Canary customers that offers cost-effective, long-term storage for high-volume security logs. Ingest data from a wide range of supported products, store data as long as you need, and retrieve/search/query data as you need.

Red Canary Managed XSIAM

Red Canary's Managed XSIAM offering implements Red Canary's MDR within your Palo Alto Cortex® XSIAM™ environment, utilizing XSIAM's integrations to supported security applications. Events and threats are reported directly within XSIAM, eliminating the need for a separate Red Canary platform.

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.

Co-Managed Sentinel

Red Canary's Co-Managed Sentinel Subscription is an annual subscription that provides ongoing management of the health, analytics, and administrative operations of your Microsoft Sentinel environment. It is made up of three features needed to maintain a functional and healthy Microsoft Sentinel instance: Ongoing Health Checks, Analytics, and Management Support. Each feature is described below.

Ongoing Health Checks

- Red Canary will deploy and set up a series of rulesets and workbooks to baseline, review, and report the health and operational status of your Microsoft Sentinel instance.
- Red Canary will routinely review the health and operational status of the Microsoft Sentinel instance, and make you aware of any issues.
- Red Canary will meet with you monthly to conduct a health check review of your Microsoft Sentinel environment.

Analytics

- Red Canary will conduct ongoing development of analytic rulesets and threat hunting queries for your Microsoft Sentinel deployment based on current threats identified by our detection engineers and intelligence operations.

- Red Canary will conduct any necessary tuning of the analytics to your Microsoft Sentinel deployment.
- Red Canary will deploy updates to the analytics on a quarterly basis.

Management Support

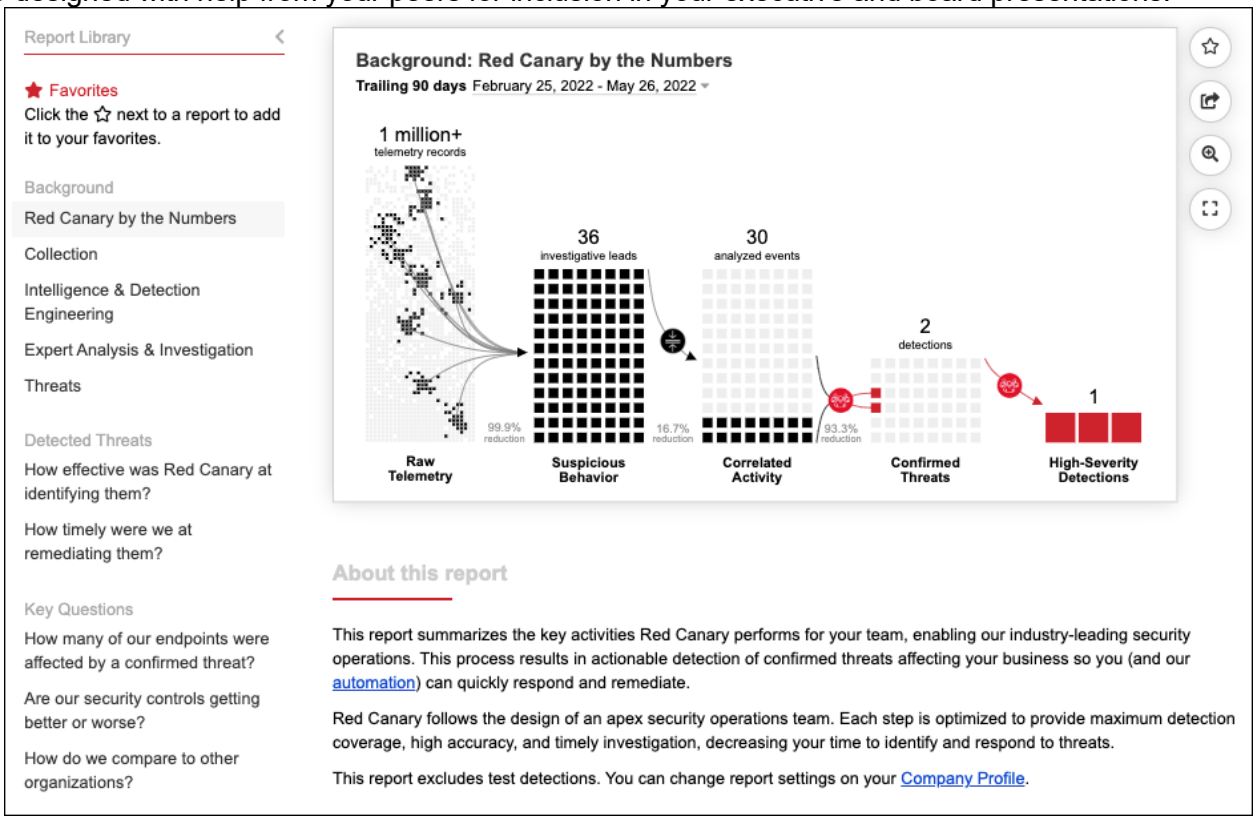
The subscription includes a package of 20 Microsoft Sentinel Management Support hours per quarter (for a total of 80 hours per year) to be used for the following activities:

- Log Source Management
  - Upon request, Red Canary will facilitate log ingestion into your Microsoft Sentinel instance by leveraging Microsoft and third-party data connectors and build out any necessary data parsers.
- Automation and Visualization
  - Upon request, Red Canary will update or create new automations and visualizations. These activities include building out or refreshing existing workbooks, dashboards, playbooks, and automations within Microsoft Sentinel.
- Custom Analytics
  - Upon request, Red Canary will create custom analytic rulesets and threat hunting queries for Microsoft Sentinel based on your unique requirements. Red Canary will conduct any necessary tuning of the custom analytics to your Microsoft Sentinel deployment.
- Health Check Support
  - Upon request, Red Canary will provide support to address issues identified by the Health Checks.

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.



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.

Attachment 3
Service Level Agreement

Red Canary Service Level Agreement

Red Canary, Inc. ("Red Canary" or "we") provides this service level agreement ("SLA") for customers whose order forms incorporate it by web address.

We understand that service interruptions hinder your ability to defend your organization from threats. We set a high bar for uptime because we believe you should be able to depend on your security systems.

The Basics

- We commit to 99.9% monthly Uptime.
- We use consistent maintenance windows whenever possible, but at times may need to make emergency changes for security reasons because we value your – and our – security very highly.
- If we do not live up to our Uptime commitment, we will provide you with a credit equal to five times the amount you paid during the excess Downtime.
- We commit to notify you within 10 minutes of when our analyst confirms a threat in your environment.
- If we do not live up to our response time commitment, we will provide you with a credit equal to 10% of your monthly fee.

Proven Reliability. Red Canary's uptime record speaks for itself. To ensure maximum uptime and continuous availability, Red Canary uses redundant processing and storage systems whenever possible and relies on reliable cloud hosting providers with a proven track record. The Red Canary architecture has been designed with multiple layers of redundancy to minimize data loss during downtimes. Data may be processed with greater latency, but rarely can any unexpected data loss occur.

Uptime Service Level

Service level agreements are often full of confusing language that is difficult to decipher and obscure what the provider actually promises to do. We strive to make this simpler.

Uptime Commitment. We commit to provide you with 99.9% monthly Uptime. Uptime is the percentage of total minutes in a month when your instance of the Red Canary platform (the "Platform") is available. It is calculated as [(total minutes in the month – Downtime) / total minutes in the month].

Downtime. Downtime is the number of minutes in a month when the Platform is not available. Downtime does not include:

- Scheduled Downtime.
- Issues related to integrations you've configured.
- Network problems such as your connection to the internet; your email, firewall, or routing configurations preventing data from flowing to or from the Platform; or bad routing tables between your ISP and our servers.
- Issues related to the performance of data collection systems (such as endpoint detection and response platforms, network activity collection platforms, etc.) that are outside our control and management.
- Force majeure events beyond our reasonable control (such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, denial of service attack, or ISP failure or delay).
- Suspensions of your account as provided in your legal agreement with us.

Scheduled Downtime. We occasionally need to perform maintenance to ensure a high level of security and reliability. To minimize disruption to you, we perform that maintenance between 9 pm – 11 pm Eastern Time. If we need to perform maintenance outside that window, we will notify you at least 48 hours in advance via the email provided in your Red Canary account. In a calendar year, there will not be more than 24 hours of Scheduled Downtime.

Service Credit. If we miss our 99.9% Uptime commitment, notify us in writing and we will credit you 5 times the amount you paid during the excess Downtime, in the form of a service credit. Service credits can't be exchanged for cash. We'll draw from your credit balance before charging you when you add new endpoints or reach your renewal date, provided you do not have overdue invoices with us.

Please note, service credits are capped at a maximum of 30 days' worth of paid service and will expire upon the expiration or termination of your services with Red Canary. Service credits are the sole and exclusive remedy for any failure to meet our Uptime commitment.

The foregoing Uptime Service Level is not applicable to the Red Canary Managed XSIAM product, because it is deployed in your Palo Alto Cortex® XSIAM environment.

Response Time Service Level

Response Time Commitment. For subscribers to Red Canary MDR or Red Canary Managed XSIAM we commit that within 10 minutes of a Red Canary analyst's confirmation of a threat identified in your environment, Red Canary will notify you via the method you define and configure using supported methods in the Platform. For Red Canary Managed XSIAM customers, in this section the "Platform" shall mean your Palo Alto Cortex® XSIAM environment.

Exclusions. Red Canary will not be in breach of its response time service level if (i) a threat is published in the Platform but you do not receive notification because of an issue with your connection to the internet or a problem with third-party communication applications or your configuration of them; (ii) a failure is attributable to force majeure events beyond our reasonable control (such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, denial of service attack, power outages, or ISP failure or delay); or (iii) for Red Canary Managed XSIAM customers, the communication failure is a result of an issue with your Palo Alto Cortex® XSIAM environment.

Service Credit. If we miss our response time commitment, notify us in writing and we will credit you 10% of your monthly service fee, in the form of a service credit. Service credits can't be exchanged for cash. The monthly service fee is calculated by dividing the fee for your subscription to Red Canary MDR or Red Canary Managed XSIAM, as applicable, by the number of months in that subscription. We'll draw from your credit balance before charging you when you add new endpoints or reach your renewal date, provided you do not have overdue invoices with us.

Please note, service credits are capped at a maximum of 30 days' worth of paid service and will expire upon the expiration or termination of your services with Red Canary. Service credits are the sole and exclusive remedy for any failure to meet our response time commitment.

MDR and Readiness Support

We provide technical support for the Platform to ensure your team is able to get the most from your partnership with Red Canary. We use the following severity levels to guide our team and ensure a great experience:

- "Critical Severity" support issues are problems with the Platform that lack workarounds and (1) prevent the Platform from collecting data, (2) prevent you from accessing the Platform's detection notifications, (3) prevent Platform APIs from functioning, or (4) prevent any of the Platform's configurable automated processes from executing. Critical Severity support issues are responded to within 1 hour (24x7x365) and must be reported via phone so we can most quickly troubleshoot with you.
- "High Severity" support issues are problems with the Platform that result in its degraded or intermittent performance, or the unavailability of functionality not listed above. High Severity support issues are responded to within 8 business hours and should be reported via **support.redcanary.com**.
- Other support issues are responded to within 1 business day and should be reported via **support.redcanary.com**. Examples of these might include general questions, feature requests, data pulls, and multi-factor authentication resets.

Managed XSIAM Support

We provide technical support for Red Canary Managed XSIAM to ensure your team is able to get the most from your partnership with Red Canary. Support is provided for problems with the Managed XSIAM content pack (such as detectors, playbooks, custom views, and other Palo Alto Cortex® XSIAM configurations). We use the following severity levels to guide our team and ensure a great experience:

- "Critical Severity" support issues are problems with the Managed XSIAM content pack that lack workarounds and (1) prevent you from accessing Managed XSIAM detection notifications, or (2) prevent any of Managed XSIAM's configurable automated processes from executing. Critical

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Severity support issues are responded to within 1 hour (24x7x365) and must be reported via phone so we can most quickly troubleshoot with you.

- “High Severity” support issues are problems with the Managed XSIAM content pack that result in its degraded or intermittent performance, or the unavailability of functionality not listed above. High Severity support issues are responded to within 8 business hours and should be reported via the Support page in the Red Canary portal, or the Support button in Managed XSIAM.
- Other support issues are responded to within 1 business day and should be reported via the Support page in the Red Canary portal, or the Support button in Managed XSIAM. Examples of these might include general questions, feature requests, data pulls, and multi-factor authentication resets.

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EXHIBIT B

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $1,013,495 ("Maximum Contract Amount").

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work 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 Reseller Agreements Only)

I. 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 claims, actions, losses, damages, liabilities, judgments, costs, and expenses (including but not limited to attorneys' fees and costs of investigation) arising out of the performance of this Agreement, including but not limited to:

- The acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, representatives, subcontractors, or any other person or entity for whom CONTRACTOR is legally responsible;
- Bodily injury, death of any person, or damage to or loss of use of property;
- Any actual or alleged infringement or misappropriation of any intellectual property right, including but not limited to patent, copyright, trademark, or trade secret, arising out of CONTRACTOR's performance of this Agreement.

This indemnity obligation applies to claims caused in whole or in part by COUNTY's passive or active negligence but excludes claims arising solely from COUNTY's negligence or willful misconduct where indemnification is prohibited by law.

II. NOTIFICATION OF ACCIDENTS & SURVIVAL OF INDEMNITY

CONTRACTOR shall notify COUNTY immediately, and in no event more than 24 hours, following any accident, injury, or other incident giving rise to a potential claim under this Agreement.

The indemnification obligations in this Agreement shall survive the expiration or termination of this Agreement.

III. INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

CONTRACTOR shall maintain insurance coverage throughout the duration of this Agreement, and for a period of five (5) years thereafter for claims-made policies, with insurers authorized to do business in California and rated A- VII or better by A.M. Best.

Coverage shall include:

1. **Professional Liability (Errors & Omissions) or Technology Errors and Omissions**
   Minimum: $1,000,000 per occurrence or claim / $2,000,000 aggregate
2. **Cyber Liability Insurance**
   Minimum: $2,000,000 per occurrence or claim / $2,000,000 aggregate
   Must include:
   - Network security and privacy liability
   - Regulatory defense and penalties
   - Media liability (including copyright/trademark infringement)
   - Data breach response costs, business interruption, cyber extortion
   - Social engineering and phishing attacks
   - Information theft, electronic data damage, and unauthorized data access
3. If CONTRACTOR maintains higher limits than required, COUNTY shall be entitled to the higher limits available.

B. Other Provisions

1. **Primary and Non-Contributory**
   CONTRACTOR's insurance shall be primary to any insurance or self-insurance maintained by COUNTY and its officers, employees, and agents.

2. **Notice of Cancellation**
   Each insurance policy shall provide that it may not be canceled, non-renewed, or materially changed without thirty (30) days' prior written notice to COUNTY.
3. **Waiver of Subrogation**
   CONTRACTOR waives all rights of subrogation against COUNTY. This waiver shall apply to all policies and be endorsed as necessary.
4. **Deductibles and Self-Insured Retentions**
   Must be disclosed to and approved by COUNTY. COUNTY may require proof of financial ability to cover such retentions.
5. **Verification of Coverage**
   CONTRACTOR shall furnish certificates of insurance and required endorsements before any work begins. COUNTY reserves the right to request certified copies at any time.
6. **Subcontractor Insurance**
   CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting these requirements and shall ensure COUNTY is listed as an additional insured where applicable.
7. **Claims-Made Policies**
   If coverage is claims-made:
   - Retroactive date must be before the Agreement effective date
   - Coverage must be maintained for five (5) years post-termination
   - Extended reporting period coverage must be purchased if canceled or non-renewed
8. **Modification of Coverage**
   COUNTY reserves the right to adjust insurance requirements based on risk exposure, contractor operations, or other factors.
9. **Material Breach**
   Failure to maintain required insurance is a material breach of this Agreement. COUNTY may withhold payments or terminate the Agreement for non-compliance.