

END USER SECURITY PLATFORM AGREEMENT

This End User **Security Platform Agreement** (this “Agreement”) is entered into this _____ day of _____, 201_ (hereinafter referred to as the Effective Date of the agreement), by and between Red Canary, Inc., a Delaware corporation with offices at 1750 15th Street #400, Denver, CO, 80202 (hereinafter referred to as “Red Canary”) and _____, a _____ corporation, with offices at _____, (hereinafter referred to as “Client”) (hereinafter individually referred to as “Party” and collectively referred to as “Parties”).

1. Term. The term (“Term”) of this Agreement will begin on the Effective Date and continue until the later of termination as provided in Section 6 herein.

2. Statements of Work. During the Term, Red Canary and Client may agree upon statements of work hereunder (each, a “SOW”) defining the Managed Threat Detection Services (“Managed Threat Detection Services” or “Services”) through which, Red Canary will provide as appropriate, threat alerts as defined in the SOW (“Threat Alerts”), Red Canary's compensation, the period of performance during which the Services will be provided (if applicable), and any additional terms and conditions. Each SOW shall be incorporated into and governed by this Agreement. Any changes to a SOW shall be agreed upon in writing by the parties. The parties agree that this Agreement and the applicable SOW(s) for Services shall govern and supersede any terms and conditions stated on any purchase order submitted by Client for such Services. In the event of any conflict between this Agreement and an SOW, the Agreement will control.

3. Services. Client hereby agrees that Red Canary may collect and use but not distribute, technical information about Client’s devices, files, binaries, user activity, networks, systems, and software, and any other data contained therein (“Technical Data”) for the purpose of providing Managed Threat Detection Services to Red Canary’s customer base. Aggregated and anonymized Technical Data may be used for other purposes or distributed to third parties. Red Canary reserves the right to establish or modify its general practices and limits relating to storage of such data, and/or to delete or destroy any or all such data periodically.

4. Fees; Payment; Taxes. Client shall pay Red Canary the fees and expenses for the Services as set forth in the fee schedule contained in the applicable SOW. Client shall pay invoiced amounts within 30 days of the invoice date. Client shall also be responsible for taxes (including sales, value-added tax, turnover tax, gross receipts tax or franchise tax arising out of this Agreement, except for taxes imposed on Red Canary’s real or personal property, employment, revenue or income. Failure to timely pay any invoice under this Agreement shall constitute a material breach of this Agreement by Client. If Client fails to timely pay any amount due to Red Canary, Client agrees to pay late charges on outstanding amounts equal to one and one-half percent (1.5%) per month, or the highest interest rate permitted by law, whichever is lower.

5. Confidentiality/Ownership.

(a). To the extent that confidential and proprietary information of each party including without limitation Technical Data (“Confidential Information”) is exchanged and received in connection with the Services, each party agrees not to use the other party’s Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties. “Confidential Information” does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information previously known by or developed by the receiving party independent of the Confidential Information or independent of Red Canary Information obtained from any client or (iii) information that the receiving party

rightfully obtains without restrictions on use and disclosure except where such is obtained from the client. Any Technical Data shall remain the confidential information and exclusive property of Client.

(b) Any Managed Threat Detection Services, Threat Alerts and information used to perform the Services, or included in any Threat Alert or Services, and any derivative works thereof, including but not limited to monitoring and analysis methodologies and tools, software, appliances, methodologies, code, customer, sender and recipient commercial and personal information, templates, service bureaus, tools, policies, records, working papers, knowledge, data or other intellectual property, written or otherwise and data, testing, analysis, evaluations and conclusions resulting from the disclosures herein shall remain the exclusive property of Red Canary.

6. Termination. The term of this Agreement expires on the later of one (1) year after the Effective Date of this Agreement or upon completion of all SOWs; provided that the Agreement shall automatically renew for additional one year terms unless either party shall, no earlier than 90 days and no later the 30 days before the end of such term, provide written notice to the other party of its intention to terminate the Agreement. This Agreement or SOW may be terminated at any time by either party upon written notice if the other party breaches any material term of this Agreement and such breach remains uncorrected for 30 days following written notice from the other party.

7. Limited Warranty.

OTHER THAN THE SERVICE DESCRIPTION PROVIDED FOR IN ANY APPLICABLE SOW, RED CANARY MAKES NO WARRANTY TO CLIENT, OR ANY OTHER PARTY, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE THIRD PARTY SOFTWARE, THREAT ALERTS, MANAGED THREAT DETECTION SERVICES OR ANY OTHER SERVICES, OR RESULTS OF USE OR ANALYSIS OF THREAT ALERTS AND TECHNICAL DATA INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF PERFORMANCE, BY REASON OF USAGE OR TRADE OR COURSE OF DEALING. The Managed Threat Detection Services and Threat Alerts are not fault-tolerant and are not designed, manufactured or intended for hazardous environments requiring fail-safe performance, where any failure of the Threat Alerts could lead directly to significant property or data loss or disclosure, interruption of business, breach of security, death, personal injury, or property damage ("High Risk Activities"). IN NO EVENT DOES RED CANARY WARRANT THAT MANAGED THREAT DETECTION SERVICES, THREAT ALERTS OR THIRD PARTY SOFTWARE WILL OPERATE OR BE USEFUL WITHOUT INTERRUPTION, OR WILL BE FREE OF DEFECTS, OR NOT CAUSE OR RESULT IN A VULNERABILITY TO INTRUSION OR ATTACK OR ANY INTERRUPTION OF BUSINESS OR THAT THE MANAGED THREAT DETECTION SERVICE OR THREAT ALERTS WILL DETECT OR PREVENT ALL BUGS, VIRUSES, INTERRUPTIONS, INTRUSIONS, UNAUTHORIZED ACTIVITY, ERRORS, DATA THEFT OR DESTRUCTION AND DISCLAIM ALL WARRANTIES RELATING THERETO. Client acknowledges and agrees that Managed Threat Detection Services and Threat Alerts does not provide guarantee or warrant of protection, detection or accurate analysis of the Threat Alerts, and that Red Canary shall not be held liable in the event of security breach, attack, unintended release of sensitive information or other such event and that Client has responsibilities referenced in the SOW. Any service level agreements are goals and there is no guarantee or warranty they can be accomplished as no threat detection service is fail safe. As Client's sole remedy and Red Canary's sole obligation hereunder where there is material non-conformity in any Services or Threat Alert, Red Canary shall use good faith efforts to attempt to remedy any such non-conformity.

8. Indemnification.

(a) Red Canary hereby agrees to indemnify Client from any loss, damage, cost or expense (including reasonable attorneys' fees) ("Loss") arising from any claim, demand, assessment, action, suit, or proceeding ("Claim") as a

result of Red Canary's or its personnel's (a) illegal or fraudulent conduct resulting in the disclosure of any Technical Data not permitted to be disclosed by Red Canary under this Agreement, or (b) violation of the intellectual property rights of a third party; except where such Loss or Claim arises in whole or in part from the Client not being in compliance with the terms of this Agreement or Client's or its personnel's illegal or fraudulent conduct.

(b) Client shall indemnify, defend and hold Red Canary and its employees, directors, shareholders, agents, and consultants harmless against any Loss arising from any Claim resulting from (i) access by Red Canary to Technical Data whether made by any of Client's customers, invitees, employees, agents or end users, (ii) Client's use or benefit of the Third Party Software, or use or reliance on the Managed Threat Detection Services or Threat Alerts, or (iii) any third party action resulting from any intrusions or security breaches except in the event of breach of this Agreement with respect to data that is in Red Canary's possession. In the event that Red Canary or any of its employees, directors, shareholders, agents, or consultants are required to testify in any judicial, administrative or legislative proceeding with respect to its Services hereunder, Client shall reimburse Red Canary from any and all costs, expenses, and time incurred in that regard.

9. Limitation of Liability. In no event shall Red Canary 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 Agreement or the provision by Red Canary or use by Client of the Services or Threat Alerts. Red Canary's total liability under this Agreement shall be limited to the fees paid by Client to Red Canary for the six (6) month period immediately preceding the claim, for the particular SOW upon which the claim is based. Red Canary, licensors and its suppliers will not be responsible for any damages, losses, expenses or costs that Client or any third party incurs or suffers as a result of any loss or theft of Technical Data.

10. Miscellaneous.

(a) This Agreement shall be the entire agreement between the parties to the exclusion of all antecedent or present representations, undertakings, agreements or warranties, expressed or implied and annuls, supersedes and replaces any and every other representation, warranty and agreement which may have existed between the parties. This Agreement may be amended only by a written instrument that has been similarly executed by both parties.

(b) 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.

(c) All notices required under the Agreement to be given to a party must be in writing and delivered by hand or sent by registered post or email transmission addressed to the party at its address indicated below or at such other address as may be subsequently notified:

To Client to:

Attention

And

To Red Canary to: 1750 15th Street #400
Denver, CO, 80202
c/o Chris Zook, CFO

Written notices required under the Agreement will be deemed valid if delivered by hand or sent by registered post or email transmission and shall be effective on date of receipt.

(d) It is acknowledged that it is the intent of the parties that the provisions contained in this Agreement should be enforced. Therefore, if any part of this Agreement shall be held unenforceable or invalid, it is the intent of the parties that such provision shall not be wholly invalid but shall be deemed to be the maximum restriction for time, territory, and restriction in activities, which a court of competent jurisdiction deems reasonable and enforceable in any jurisdiction in which such court is convened. If any part, provision or paragraph of this Agreement shall be held unenforceable or invalid, the remaining part, provision or paragraph shall continue to be valid and enforceable as though the invalid portions were not a part thereof.

(e) Red Canary is an independent contractor and shall not be deemed an employee or agent of Client. This Agreement, including all exhibits and any SOWs, contains the complete agreement between the parties relating to the Services. Sections 5 through 10 shall survive termination of this Agreement and any SOW.

(f) The 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 or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(g) Red Canary shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond such party's 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) This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties. This Agreement may be executed by digital or scanned signature(s).

IN WITNESS WHEREOF, the parties have executed this End User Security Platform Agreement by their duly authorized representatives as of the date set forth above.

CLIENT:

RED CANARY, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Brian Beyer

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____