

Exhibit A

Terms and Conditions

1. Order Form and Term.

(a) Order Form. The Red Canary Services provided to You are outlined in one or more Order Forms, which shall set forth the price, the Term, payment terms and other relevant terms and conditions.

(b) Term and Termination. The term in any Order Form for the applicable Red Canary Services (“Term”) as set forth in these Terms and Conditions (“Agreement”) will begin on the Effective Date for the Red Canary Services referenced on the Order Form and continue until the end of the term in the Order Form, or as otherwise provided in Section 7 herein. The Term shall automatically renew for additional one year terms unless either party shall, at least 30 days before the end of any such term (or renewal term), provide written notice to the other party of its intention to terminate the applicable term in the Order Form. This Agreement (or any Order Form) 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.

2. Services and Products.

(a) Security and Threat Detection Services. During the Term, Red Canary will provide You security and threat detection services, and any related services as described in this Agreement and mutually agreed Order Form (services, Red Canary Tools, and the Red Canary Platform, individually and collectively, referred to as the “Red Canary Services”). This Section 2(a) and each of its subsections only apply to the extent You have ordered the specific Red Canary Services identified below and in an Order Form. Subject to the terms of this Agreement and Red Canary’s receipt of full payment, Red Canary grants You a non-exclusive, non-transferable, non-sublicensable license to use the Red Canary Services as set forth in this Section 2 and the Order Form.

(i) Red Canary Platform. Red Canary will provide You access to its Red Canary Services platform as a web interface or portal, or via application programming interfaces (the “Red Canary Platform”). You may use the Red Canary Platform only for internal use for the Term.

(ii) Red Canary Threat Detection Services. During the Term, Red Canary will analyze data collected from Your computing environments via the Red Canary Platform. Red Canary will correlate information about potential threats with other data sources that Red Canary has chosen to support Your understanding of threats by applying algorithms and investigation techniques.

(iii) Red Canary Tools. Red Canary may license to You, based on the terms of this Section 2 and the Agreement, one or more Red Canary proprietary software tools that You may use for internal use. (“Red Canary Tools”). These Red Canary Tools may include APIs, reporting, deployment, and inventory management software tools.

(iv) Third Party Software. Red Canary may license to You third party software (if listed as such on the Order Form) (“Third Party Software”). The Third Party Software is subject to the terms of the EULA which is found through the URL on the Order Form.

(v) Red Canary Forwarder. Red Canary will provide you access to one or more Red Canary proprietary log forwarding software tools and access to associated platforms and APIs that You may use for internal use.

(b) Your Responsibilities. You are responsible for

(i) installing on Your systems any software required by Red Canary to perform the Red Canary Services,

(ii) performing remediation and incident response actions including without limitation such actions in response to data provided by Red Canary Services,

(iii) obtaining all required authorizations for Red Canary to perform the Red Canary Services and any data or information required and with respect to any intellectual property ownership or right for use of the Technical Data (as defined below)

(iv) all activity occurring under Your user accounts for the Red Canary Services, and You shall notify Red Canary immediately if You have knowledge of any unauthorized use of a user account or security credentials.

(c) Evaluation Services. If the Red Canary Services have been made available to You for evaluation purposes (“Evaluation Services”) pursuant to the Order Form, the terms and conditions set forth herein shall apply unless specific alternative terms are expressly set forth for the Evaluation Services. Notwithstanding anything to the contrary in this Agreement, the Evaluation Services are licensed to You for the limited use noted in the Order Form and for the Evaluation Term in the Order Form. The Red Canary Services may be disabled by Red Canary at the end of the Evaluation Term or earlier.

3. Data.

(a) Technical Data. The Red Canary Services use a crowd-sourced environment, for the benefit of all Red Canary customers, in support of efforts to identify suspicious and potentially malicious activities. You hereby agree that Red Canary may collect and use, but not distribute, technical information about Your devices, files, binaries, user activity, networks, systems, and software, and any other data contained therein (“Technical Data”) for the purpose of providing Red Canary Services to You and Red Canary’s customer base. Anonymous Technical Data (that is not identifiable to You) may be used for the purpose of improving the Red Canary Services for Red Canary’s customer base.

(b) EU Privacy. Red Canary has certified under the EU-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries. In addition, Red Canary has certified under the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from Switzerland.

4. Confidentiality/Ownership.

(a) Confidentiality. To the extent that confidential and proprietary information of each party, including Technical Data, (“Confidential Information”) is exchanged and received in connection with the Red Canary 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

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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 (iii) information that the receiving party rightfully obtains without restrictions on use and disclosure.

(b) Deletion of Confidential Data. Upon Your request, Red Canary shall delete all of Your Confidential Information in Red Canary's possession, subject to Red Canary's use of Technical Data in a crowd sourced environment pursuant to Section 2(a).

(c) Ownership. Your Confidential Information, including Technical Data, shall remain Your exclusive property. The Red Canary Services, and information (other than Technical Data) used to perform the Red Canary Services, or included in any Red Canary Services, and any derivative works of any of the foregoing, including but not limited to monitoring and analysis methodologies and tools, software, appliances, methodologies, code, customer (not including You), and 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.

(d) Standard License Restrictions. You shall not (x) sublicense, distribute or otherwise transfer the Red Canary Services to any third party; (y) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Red Canary Services, circumvent their functions, or attempt to gain unauthorized access to the Red Canary Services, or their related systems or networks; or (z) use the Red Canary Services, to circumvent the security of another party's network/information. You may not access or use the Red Canary Services: (i) if You are, or on behalf of, a person or entity in the business of Internet security products or services substantially similar to Red Canary's products or services or (ii) to perform any competitive analysis on the Red Canary Services. All rights not granted under this Agreement are reserved to Red Canary.

5. Limited Warranty.

(a) Limited Warranty. OTHER THAN THE SERVICE DESCRIPTION PROVIDED FOR IN SECTION 2(a), RED CANARY MAKES NO WARRANTY TO YOU, OR ANY OTHER PARTY, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RED CANARY SERVICES, OR ANY OTHER SERVICES, OR ANY THIRD PARTY SOFTWARE OR RESULTS OF USE OR ANALYSIS OF SERVICES 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 Red Canary Services are not fault-tolerant and are not designed, manufactured or intended for hazardous environments requiring fail-safe performance, where any failure of the Red Canary Services 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"). Red Canary warrants that the Red Canary Services do not and will not contain any malicious computer code, viruses, worms, Trojan horses, malware, advanced persistent threats, exploits, or targeted attacks.

Red Canary does not warrant that the Red Canary Services or the Third Party Software, will operate without interruption, or will be free of defects, or will detect or prevent all intrusions, vulnerabilities to intrusion or attack, unauthorized activity, errors, data theft or destruction, and Red Canary disclaims all warranties relating thereto. You acknowledge and agree that use of the Red Canary Services and the Third Party Software does not provide guarantee or warrant of protection, detection, or accurate analysis of the security breaches. Any specified outcomes by Red Canary are goals and there is no guarantee or warranty they can be accomplished as no threat detection is fail safe. As Your sole remedy and Red Canary's sole obligation, hereunder where there is material non-conformity in any Red Canary Services, Red Canary shall use good faith efforts to attempt to remedy any such non-conformity.

(b) No Warranty for Evaluation Services. If the Red Canary Services or the Third Party Software are provided to You as Evaluation Services, the Red Canary Services are provided AS-IS WITHOUT WARRANTY OF ANY KIND. The Red Canary Tools are provided AS-IS WITHOUT WARRANTY OF ANY KIND. Any Red Canary Services provided in a beta form are experimental and shall not create any obligation for Red Canary to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the products or Red Canary Services.

6. Indemnification.

(a) Indemnification by Red Canary. Red Canary shall indemnify You 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

- (i) illegal or fraudulent conduct, or conduct in conscious or reckless disregard of the rights of others intended to cause material harm, resulting in the disclosure of any Technical Data not permitted to be disclosed by Red Canary under this Agreement, or
- (ii) violation of the intellectual property rights of a third party;

Red Canary shall not indemnify You where such Loss or Claim arises in whole or in part from You not being in compliance with the terms of this Agreement or Your or Your personnel's illegal or fraudulent conduct, or conduct in conscious or reckless disregard of the rights of others intended to cause material harm.

(b) Indemnification by You. You 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 Your customers, invitees, employees, agents or end users, Red Canary Services
- (ii) Your intrusions or security breaches whether as a result of any third party action or not, except in the event of Red Canary's breach of this Agreement with respect to data that is in Red Canary's possession and control.

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 Red Canary Services hereunder, You shall reimburse Red Canary from any and all costs, expenses, and time incurred in that regard, unless the Claim results from Red Canary's illegal or fraudulent conduct, or conduct in conscious or reckless disregard of the rights of others intended to cause material harm.

7. 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 PROVISION OF THE SERVICES. RED CANARY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY YOU TO RED CANARY FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, FOR THE PARTICULAR ORDER FORM UPON WHICH THE CLAIM IS BASED. RED CANARY, LICENSORS AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT YOU OR ANY THIRD PARTY INCURS OR SUFFERS AS A RESULT OF ANY LOSS OR THEFT OF YOUR TECHNICAL DATA WHICH IS NOT IN THE POSSESSION AND CONTROL OF RED CANARY.

8. Miscellaneous.

(a) Entire Agreement. 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. Any or all terms and conditions in any purchase order issued by You (including without limitation any pre-printed terms and conditions) are agreed to be null and void, and in the event that there are any other terms in any purchase order issued by You that conflict with the terms of this Agreement, the terms of this Agreement shall control. This Agreement may be amended only by a written instrument that has been similarly executed by both parties.

(b) Headings/ Notices. 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. 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 on the Order Form. 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.

(c) Severability. 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.

(d) Independent Contractor. Red Canary is an independent contractor and shall not be deemed an employee or agent of You. This Agreement, including all exhibits and any Order Forms, contains the complete agreement between the parties relating to the Red Canary Services. Sections 4, 6, 7, and 8 shall survive termination of this Agreement and any Order Form.

(f) Governing Law. 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) Force Majeure. 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) Fees, Taxes. You will pay Red Canary the fees and expenses for the Red Canary Services and the period of performance or Term, as set forth in the Order Form agreed to by the Parties. Failure to timely pay any invoice under this Agreement shall constitute a material breach of this Agreement by You. You will be responsible for sales and other taxes arising out of this Agreement, except for taxes imposed on Red Canary's real or personal property, employment, revenue or income.