



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

**ORIGINAL**

Quote #: Q-31133-1  
Expires On: 9/10/2024

Prepared By

Prepared By: TJ Sullivan  
Email: tj.sullivan@redcanary.com

Prepared For

Bill To Name: City of Smyrna  
Bill To: 2800 King Street  
Smyrna, Georgia 30080  
United States

Ship To Name: City of Smyrna  
Ship To: 2800 King Street  
Smyrna, Georgia 30080  
United States

Payment Term: Net 30  
Billing Frequency: Annual

Billing Email:  
accountspayable@smyrnaga.gov,  
caddicks@smyrnaga.gov,  
ap@smyrnaga.gov,  
PO:

Contract Start Date: 9/11/2024  
Contract End Date: 9/10/2027

Auto Renewal: Yes

Product Name	Description	Term (months)	QTY	Annual Unit Price	Annual Price	Unit Price	Net Total
Red Canary MDR Endpoints	Annual Subscription to Red Canary Managed Detection and Response for Endpoints	36	500 Endpoints	USD 71.93	USD 35,966.67	USD 215.80	USD 107,900.00
TOTAL:							USD 107,900.00

**Grand Total: USD 107,900.00**

### Terms & Conditions

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

- In addition to the terms set forth in this Order Form, the Services are subject to the Red Canary Terms of Service located at [www.redcanary.com/license-agreements](http://www.redcanary.com/license-agreements), unless there are Red Canary Terms of Service attached hereto or You have a signed master agreement with Red Canary governing such products and services.
- Unless otherwise provided on this Order Form, You are responsible for licensing and providing any access to any third-party products or services required by Red Canary to perform the Services. If this Order Form includes a resold license to any third-party products or services, such license is subject to the applicable terms and conditions at [www.redcanary.com/license-agreements](http://www.redcanary.com/license-agreements).
- The Services are committed for the Term. If this Order Form states above that it auto-renews, then the Term shall automatically renew for additional one year terms unless either party shall, at least 30 days before the end of the Term, provide written notice to the other party of its intention to not to renew the Term. The Term is not cancellable and all payments are non-refundable,

**APPROVED**

**SCANNED**

1601 19th Street, Suite 900, Denver, CO, 80202, United States

For the City of Smyrna

Mayor and Council

Official Meeting Minutes

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Confidential and Proprietary  
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unless You properly terminate for breach per the Red Canary Terms of Service or signed master agreement with Red Canary, as applicable. Pricing is specific to quantities ordered. For a Term that is a fractional year, the "Unit Price" shown is pro-rated for the shortened term. At annual renewal, the "Unit Price" will be the equivalent annual price.

- 4 Endpoint-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Endpoints", it is calculated by the number of the maximum number of computing devices that are monitored by the Services.
- 5 Account-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Accounts", it is calculated by the highest number of unique users or identities that You have licensed from the providers that You have integrated with the Services to be monitored by the Services.
- 6 User-Based Licensing: Where the "Quantity" in this Order Form is expressed in "Users", it is calculated by the highest number of unique users or identities that You have licensed from the provider of any single application that You have integrated with the Services to be monitored by the Services.
- 7 Resource-Based Licensing: Where the "Quantity" specified in this Order Form is expressed in "Resources", it is calculated as follows:

Resource	Definition	# Per Resource
Virtual Machines	A compute resource that uses software instead of a physical computer to run programs and deploy applications	1
Container Hosts	The system that runs the containerized processes, often simply called containers	1
Serverless Functions	A single-purpose, programmatic function that is hosted on managed infrastructure	50
Serverless Containers	Compute engines that run containers without requiring customers to deploy or manage the underlying container instances	10
Buckets	Logical containers of files and metadata about that file.	2
Container Registry Images	A container image within a container registry. A container image is a packaged, self-contained unit of software that contains all the necessary dependencies, libraries, and configuration files required to run a specific application within a containerized environment, such as Kubernetes or Docker.	5
Non-OS disks	Additional storage resources for storing block-level data separate from the operating system and applications. Also known as non-root volumes.	3
Databases	Scalable and highly available storage solutions that allow for efficient retrieval and manipulation of information.	1

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

This Order Form may be modified only in writing signed by You and Red Canary, and no effect shall be given to any terms and conditions set forth in any purchase order, confirmation, or similar document. By executing below, the parties agree to this Order Form.

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**Billing Contact**

DAT LUU, IT Director

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Name

DLuu@smyrnaga.gov

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Email

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

678-631-5527

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Phone

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

**City of Smyrna**

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Signature

Tim Gould

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Name

Mayor Pro Tem

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Title

August 26, 2024

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Date Signed

**ATTEST:**

*Anthony H. Deacon-Kern*

City Clerk

**Red Canary, Inc.**

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Signature

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Name

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Title

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Date Signed