

# CITY OF TORRINGTON



INFORMATION TECHNOLOGY  
City Hall  
140 Main Street  
Torrington, CT 06790

Phone: (860) 489-2305  
[www.torringtonct.org](http://www.torringtonct.org)

## *Memorandum*

TO: Honorable Mayor Carbone  
City Council Members

FROM: Gerry Crowley

DATE: October 15, 2020

RE: Approval for Red Canary MDR Subscription

---

Mayor,

The IT Department is requesting approval to enter into a multi-year contract with the managed detection and response provider, Red Canary (<https://redcanary.com>). The IT Department is seeking to improve the cyber security posture of the City of Torrington against existing and emerging malicious cyber actors. The combination of the COVID-19 pandemic and election cycle has resulted in an increased volume of highly sophisticated attacks from threat actors looking to take advantage of user and system vulnerabilities.

Red Canary provides a managed service that monitors our computer systems 24/7, analyzes telemetry data for suspicious activity and, if necessary, initiates automated response and remediation. This service coupled with existing tools and best practices will help keep the City's data and IT infrastructure secure.

Respectfully,

Gerry Crowley  
Director of Information Technology



Red Canary, Inc.  
1515 Wynkoop Street Suite 390  
Denver, CO 80202, United States

Quote #: Q-03869-1  
Expires On: 10/31/2020

Prepared By

Prepared By: Sarah Baker  
Email: sarah.baker@redcanary.com

Prepared For

<b>Bill To Name:</b>	City of Torrington	<b>Ship To Name:</b>	City of Torrington
<b>Bill To:</b>	140 Main St Torrington, Connecticut 06790 United States	<b>Ship To:</b>	140 Main St Torrington, Connecticut 06790 United States
<b>Payment Term:</b>	Net 30	<b>Billing Email:</b>	
<b>Billing Frequency:</b>	Annual	<b>PO:</b>	
<b>Contract Start Date:</b>	10/30/2020		
<b>Contract End Date:</b>	6/29/2024		

Product Name	Description	Term (months)	QTY	Unit Price	Annual Price	Net Total
Red Canary MDR	Annual subscription to Red Canary MDR	8	290	\$65.60	\$28,536.00	\$19,024.00
Red Canary Automate	Red Canary Automate	8	290			
Carbon Black Response On-Prem License	Annual subscription to Carbon Black Response ("Third Party Software") (on premise license)	8	290			
Red Canary MDR	Annual subscription to Red Canary MDR	36	290	\$295.20	\$28,536.00	\$85,608.00
Red Canary Automate	Red Canary Automate	36	290			
Carbon Black Response On-Prem License	Annual subscription to Carbon Black Response ("Third Party Software") (on premise license)	36	290			
TOTAL:						\$104,632.00

**Grand Total:** **\$104,632.00**

All prices are per endpoint/node USD. Sales, value added, excise, and other taxes may be charged as applicable. The quantity above is the minimum number of endpoints.

The prorated 8-month subscription term runs from October 30, 2020 - June 30, 2020.  
The 36-month subscription term runs from July 1, 2021 - June 30, 2024.

## 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 "Red Canary Services") for the time period stated in this Order Form ("Term"), subject to the following terms. The signatory below represents he/she has the right, power, and authority to sign this Order Form on Your behalf.

- 1 In addition to the terms set forth in this Order Form, the Red Canary Services are subject to the Red Canary Terms and Conditions located at [www.redcanary.com/license-agreements](http://www.redcanary.com/license-agreements), unless there are Red Canary Terms and Conditions attached hereto or You have a separate written agreement with Red Canary governing such products and services. In the event of any conflict, this Order Form shall control.
- 2 Unless otherwise provided on this Order Form, You are responsible for licensing and providing any access to any third-party products or services (collectively, "Third Party Software") required by Red Canary to perform the Red Canary Services. If this Order Form includes a resold license to any Third Party Software, such license is subject to the terms and conditions for such Third Party Software at [www.redcanary.com/license-agreements](http://www.redcanary.com/license-agreements).
- 3 Red Canary Services are committed for the Term. 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. 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 Quantity & True-Ups: The "Quantity" specified in this Order Form is the maximum number of computing devices ("Endpoints") that may be monitored by the Red Canary Services without incurring additional charges. The "Unit Price" specified in this Order Form is the price per Endpoint. In the event that the quantity of Endpoints monitored increases during the Term or any renewal term, You will be invoiced for the additional Endpoints on the first day of the calendar quarter immediately following the increase at a price that is pro-rated from date of increase, and each quarter thereafter that the quantity of Endpoints monitored exceeds the maximum set forth in this Order Form.
- 5 All payments due to Red Canary are net 30 date of invoice. If You fail to timely pay any amount due to Red Canary, You agree 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. Please direct all questions regarding Order Forms or invoicing to [finance@redcanary.com](mailto:finance@redcanary.com).
- 6 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 the Order Form and any attachments thereto.

---

### Billing Contact

---

Name

---

Purchase Order # (if required)

---

Email

---

Phone

---

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

**City of Torrington**

---

Signature

---

Name

---

Title

---

Date Signed

**Red Canary, Inc.**

---

Signature

---

Name

---

Title

---

Date Signed