



# Contrast Security End User Terms of Service

Archived Terms of Service

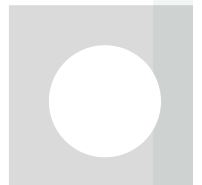
These Contrast Security End User Terms of Service ( “**Agreement**”) govern your access and use of Contrast Security products and/or services (“**Services**”) whether on-premises

or as SaaS. Contrast and You are each ‘a **Party**’ and together, are ‘the **Parties**’. ‘**You**’ means you are accepting this Agreement on behalf of an entity that you represent (and ‘**You**’ and ‘**Your**’ shall mean the entity you represent), or You are accepting this Agreement on behalf of yourself, individually.

## 1. Order Forms; Grant of License.

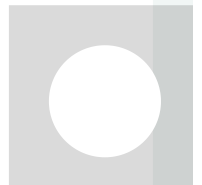
1.1 **Contrast** and You may mutually execute one or more written order forms which reference this Agreement (each, an “**Order Form**”), and each such Order Form shall be subject to the terms of this Agreement, to the exclusion of any other terms in Your purchase order or other similar document that are different from or additional to the terms and conditions set forth in this Agreement, an Order Form, or an SOW. Such different or additional terms and conditions will not become a part of the agreement between the Parties notwithstanding any subsequent acknowledgement, invoice, or access to the Services by Contrast. If You purchase Contrast’s Services through a third-party reseller (“**Reseller**”), then the Services will be made available to You pursuant to an Order Form between Contrast and the Reseller or a distributor which resells the Services to the Reseller. You shall use the Services only as provided herein and only in accordance with Contrast’s official user **documentation** set forth at [contrastsecurity.com/support](https://www.contrastsecurity.com/support) (the “Documentation”).

1.2 **Subject** to Your compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Contrast shall be deemed to grant You a personal, non-sublicensable, non-



exclusive right to access and use the Services specified on the applicable Order Form, solely for the duration of the applicable term of such Order Form, for Your internal business purposes. Where applicable, You may only use the Services licensed by Application to manage and analyze the maximum aggregate number of Applications set forth on the applicable Order Form and, once You have used the Service to manage or analyze a particular Application, that Application will permanently count toward the number of maximum allowable Applications and may not be replaced by another Application. For purposes of this Agreement, “Application” shall have the meanings set forth at [www.contrastsecurity.com/appdefinition](https://www.contrastsecurity.com/appdefinition).

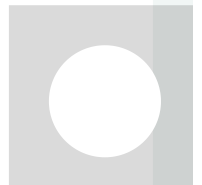
2. **Support; Service Levels.** Contrast will provide support and uptime for the Services in accordance with (i) the support package set out on the applicable Order Form (if any), and (ii) Contrast’s then-current standard Support and Availability Policy set forth at [contrastsecurity.com/tos](https://www.contrastsecurity.com/tos), whichever is applicable. Contrast is not under any obligation to provide support to You if you are accessing the Services pursuant to a free offering or pursuant to an evaluation and Contrast’s Support and Availability Policy shall not apply to Your access and use.
3. **Service Updates.** From time to time, Contrast may provide upgrades, patches, enhancements, or fixes for the Services to its customers, as applicable, generally without additional charge (“**Updates**”), and such Updates will become part of the Service and subject to this Agreement. Notwithstanding the foregoing, Contrast



shall have no obligation under this Agreement or otherwise to provide any such Updates.

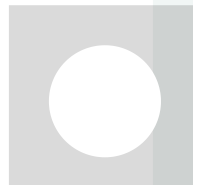
**4. Ownership; Feedback.** As between the Parties, Contrast retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Contrast for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to You hereunder shall be deemed a part of the “Services” or “Product”. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. You may, from time to time, provide suggestions, comments, or other feedback to Contrast with respect to the Service (“**Feedback**”). You hereby grant to Contrast a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose; provided that such license grant shall not be construed to relieve Contrast of any confidentiality obligations it may have hereunder with respect to Your Data. Nothing in this Agreement will impair Contrast’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any products, software, or technologies that You may develop, produce, market, or distribute.

**5. Fees; Invoicing, Payment.** You (or, if applicable, Your Reseller) shall pay Contrast the fees for the Services as set forth in each Order Form (“**Fees**”). Unless otherwise



specified in an Order Form, for purchases made directly with Contrast, all Fees shall be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. You shall provide accurate, current, and complete information on Your legal entity name, address, email address, and phone number, and maintain and promptly notify Contrast if this information should change. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. You shall be responsible for all taxes associated with the Services other than taxes based on Contrast's net income and all invoices shall be payable by You without any deduction. All Fees paid are non-refundable, non-creditable, and are not subject to set-off.

- 6. Restrictions.** Except as expressly set forth in this Agreement, You shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, display, republish, or create derivative works based on the Services or the underlying software; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Contrast product or Services (or copy any



ideas, features, functions or graphics of the Services); (vii) disclose to any third party any benchmarking or comparative study involving any Service. You are responsible for all of Your activity in connection with the Services, including but not limited to uploading Your Data (as defined below) onto the Services. You (i) shall use the Services in compliance with all applicable local, state, national, and international laws, treaties, and regulations in connection with Your use of the Services (including those related to data privacy/data protection, international communications, export laws, and the transmission or transfer of technical or personal data laws); (ii) shall not possess or use any Services, or allow the transfer, transmission, export, or re-export of any Services or portion thereof, in violation of any export control laws or regulations administered by the U.S. Department of Commerce, the U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency; and (iii) shall not use the Services in a manner that violates any third party's intellectual property, contractual or other proprietary rights. Additionally, You shall not: (i) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services or gain unauthorized access to any part of the Services or their related systems or networks; or (ii) bypass any measures Contrast may use to prevent or restrict access to the Services (or other accounts, computer systems, or networks connected to the Services). Prior to disposing of any media or apparatus containing any part of the Service, You shall completely destroy any Service contained therein. All limitations and restrictions on Services in this Agreement also apply to the



relevant Documentation.

**7. Your Data.** For purposes of this Agreement, “**Your Data**” shall mean any code (source, binary, or object), data, information or material provided, uploaded, or submitted by You to the Services in the course of using the Services. You shall retain all right, title, and interest in and to Your Data, including all intellectual property rights therein. You, not Contrast, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of Your Data. Contrast shall use commercially reasonable efforts to maintain the security and integrity of the Services and Your Data. Contrast is not responsible to You for unauthorized access to Your Data or the unauthorized use of the Services unless such access is due to Contrast’s gross negligence or willful misconduct. You are responsible for the use of the Services by any person to whom You have given access to the Services, and any person who gains access to Your Data, even if You did not authorize such use. You agree and acknowledge that Your Data may be irretrievably deleted if Your account is ninety (90) days or more delinquent; provided that Your hosted data (as this relates to SaaS Services), shall be automatically deleted within 37 days after termination or expiration of this Agreement and all applicable Order Form(s). Notwithstanding anything to the contrary, You acknowledge and agree that Contrast may (i) internally use (but not disclose) Your Data for the purposes of (A) providing the Services to You and (B) generating Aggregated Anonymous Data, and (ii) freely use and make available Aggregated Anonymous Data for Contrast’s business purposes. “Aggregated



Anonymous Data” means data submitted to, collected by, or generated by Contrast in connection with Your use of the Services, but only in aggregate, anonymized form which can in no way be linked specifically to You. You shall own all right, title, and interest to Your Data.

## **8. Data Protection.**

Contrast may collect certain information from You in connection with Your use of the Services and otherwise in connection with this Agreement. Such information might be considered ‘personal information’ under applicable data protection laws. All such ‘personal information’ will be used by Contrast in accordance with Contrast’s then-current Privacy Policy, found at <https://www.contrastsecurity.com/privacy-matters>, which You hereby acknowledge.

## **9. Free Services, Evaluations, and Beta Licenses.**

9.1 Where Services are provided to You by Contrast on a free basis (whether, without limitation, by way of an evaluation, Beta Offering, and/or Contrast’s free platform offerings), You are not entitled to any maintenance, support, warranties, or indemnification. Contrast shall be entitled to terminate such free services at any time, without requiring cause. You acknowledge and understand that Your Data will be deleted following termination of Your access of the free services. It will be Your responsibility to download Your Data prior to such termination. Contrast will not be

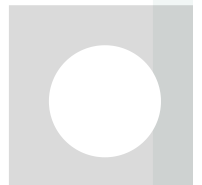




responsible for any lost data or components. Except as otherwise stated in this Section 9, the other sections of this Agreement shall apply to Services provided to You on a free basis (except for the sections that relate to payment).

9.2 WHERE SERVICES ARE PROVIDED TO YOU BY CONTRAST ON A FREE BASIS (WHETHER, WITHOUT LIMITATION, BY WAY OF AN EVALUATION, BETA OFFERING AND/OR CONTRAST'S FREE PLATFORM OFFERINGS): (I) THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; AND (II) THE TOTAL LIABILITY OF CONTRAST ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$USD 1,000). IN NO EVENT WILL CONTRAST BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST DATA, OR LOST PROFITS, EVEN IF CONTRAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Beta Licenses. Some Services may be available to You as a preview, or as an alpha, beta, or other pre-release version (each, a "Beta Offering"). All rights for Beta Offerings are solely for internal testing and evaluation. Your use of a Beta Offering will be for the term specified by Contrast, and if no term is specified, then for the earlier of sixty (60) days from the start date of the Beta Offering or when that version of the Beta Offering becomes generally available. Contrast may discontinue



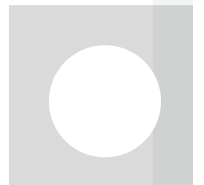
the Beta Offering at any time and may decide not to make any of the features and functionality generally available. Nothing in this sub-section 3 shall limit the applicability of sub-sections 9.1 and 9.2 herein.

**9.4 Evaluations.** If You are granted access to the Services for evaluation purposes, You may access and use the Services on a non-production system for evaluation purposes only. In the case of an evaluation on an on-premise environment, if the Services contain any of Your on-premise components, it will be Your responsibility to permanently remove such components before Your access to the evaluation terminates. Nothing in this sub-section 4 shall limit the applicability of sub-sections 9.1 and 9.2 above.

## **10. Professional Services.**

**10.1 Scope.** Should Contrast provide Professional Services to You as set forth in one or more Statements of Work (“Professional Services”), such Professional Services and the SOW(s) shall be subject to the terms of this Agreement. Anything produced by, resulting from, or arising in the course of performance of such Statements of Work shall be deemed the property of Contrast (“SOW Products”). A “Statement of Work” or a “SOW” is a document executed by both parties which references this Agreement and sets forth Professional Services to be provided thereunder.

**10.2 Effects of Termination on an SOW.** Subject to any termination conditions and/or



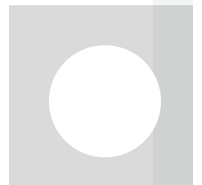
payments specified in the applicable SOW, upon termination of this Agreement and/or an SOW, Contrast will be entitled to be paid for all work performed, including Fees and expenses, up to the effective date of termination.

**10.3 Professional Services Fees.** You agree to pay Contrast for the Professional Services in accordance with the rates set forth in the applicable Order Form and/or SOW. Unless otherwise set forth in an SOW, all Professional Services fees will be invoiced in advance and You shall pay Contrast's invoice within thirty (30) days of receipt thereof. Expenses incurred by Contrast pursuant to an SOW, will be subject to Your approval in advance. You shall reimburse Contrast for such expenses, subject to submission by Contrast of receipts or other evidence.

**10.4 Ownership relating to Professional Services.** As related to Professional Services, You shall retain ownership of all data supplied solely by You. However, as between the Parties, unless expressly stated otherwise in an SOW: (i) Contrast will own all intellectual property rights with respect to SOW Products or derivatives, enhancements or modifications of Contrast's products or services; (ii) all such rights will be deemed retained by Contrast or assigned to Contrast by You; and (iii) Contrast shall not be deemed to make any assignment of any sort to You under this Agreement or an SOW. Subject to the terms and conditions of this Agreement and any applicable SOW (including payment of all fees to Contrast), to the extent that in order to receive the intended benefit of Professional Services You need to be granted a right of use or access, the provision of Professional Services will include a

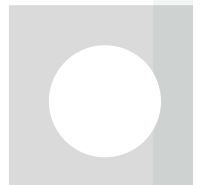
limited, nonexclusive, personal, non-transferable and non-sublicensable right to access or use the SOW Product(s) solely for Your internal business, as contemplated by the applicable SOW. Notwithstanding anything to the contrary in this Agreement, Contrast shall not be prohibited or enjoined at any time by You from utilizing any “skills or knowledge of a general nature” acquired during the course of performing Professional Services or the other services that might be provided from time to time by Contrast to You. For purposes of this Agreement, “skills or knowledge of a general nature” shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another customer.

11. **Identifying You as Client.** During the Order Form Term, You grant Contrast the limited right to use Your corporate or trade name, logos, and trademarks (“Marks”) in Contrast’s websites and marketing materials for the sole purpose of identifying You as a customer of Contrast. Contrast will use the Marks only in a manner that complies in all material respects with Your trademark usage policies that may be provided by You to Contrast from time to time.
12. **Term; Termination for Cause.** Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall commence on the Effective Date and remain in force until all Order Forms and SOWs have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties, provided that this Agreement will be reinstated automatically if You enter into a

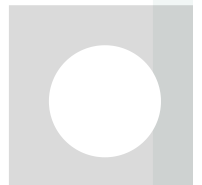


subsequent Order Form or SOW referencing this Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party, provided that the breaching Party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Contrast may suspend or limit Your access to or use of the Services if (i) Your account is more than sixty (60) days past due, or (ii) Your use of the Services results in (or is reasonably likely to result in) damage to, or material degradation of, the Services which interferes with Contrast's ability to provide access to the Services to other customers; provided that in the case of subsection (ii): (a) Contrast shall use reasonable good faith efforts to work with You to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Contrast shall use commercially reasonable efforts to provide notice to You describing the nature of the damage or degradation; and (c) Contrast shall reinstate Your use of or access to the Services, as applicable, if You remediate the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

- 13. Indemnification.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other Party, its affiliates and each of its affiliates' employees,



consultants, contractors, directors, suppliers and representatives (collectively, the “Indemnitee”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“Losses”), that arise from or relate to any claim that (i) Your Data or Your use of the Services (in the case of You as Indemnitor), or (ii) the Services (in the case of Contrast as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor’s expense). The foregoing obligations of Contrast do not apply with respect to the Services or any information, technology, materials, or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Contrast, (ii) made in whole or in part in accordance to Your specifications, (iii) modified after delivery by Contrast, (iv) combined with other products, processes or materials not provided by Contrast (where the alleged Losses arise from or relate to such combination), (v) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Your use of the Services is not strictly in accordance

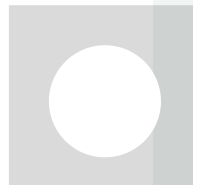


herewith.

## 14. Confidentiality.

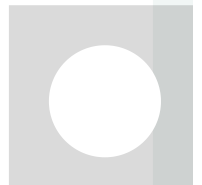
14.1 “Confidential Information” means the non-public information that is exchanged between the Parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing Party (“Discloser”), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the Party receiving such information (“Recipient”). A Recipient may use the Confidential Information that it receives from the other Party solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents, and independent contractors with a need to know in order to fulfill the purpose of this Agreement and who have signed a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.

14.2 This provision imposes no obligation upon a Recipient with respect to



Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality is; (c) rightfully received by the Recipient without any duty of confidentiality; (d) disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure (unless prohibited by law or court order from doing so); and (ii) discloses only as much of the Confidential Information as is required. Upon the written request of the Discloser, the Recipient shall return all Confidential Information and all copies, notes, summaries, or extracts thereof or certify destruction of the same.

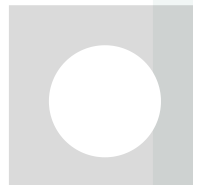
14.3 Each Party will retain all right, title, and interest to such Party's Confidential Information. The Parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.





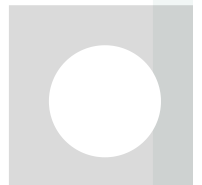
**15. Warranty; Disclaimer and Exclusive Remedy.** Contrast represents and warrants that, during the applicable Order Form Term, the Services will operate in substantial conformance with the Documentation. As Your sole remedy (and Contrast's sole liability) for any breach of the warranty set forth in the foregoing sentence, Contrast shall use commercially reasonable efforts to correct the applicable nonconformance. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**16. Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF



ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY YOU TO CONTRAST HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

17. **Entire Agreement.** Any modifications to the Agreement must be in the form of a mutually signed Addendum or Amendment. The terms of any mutually signed Addendum or Amendment, and this Agreement, shall apply in that order of precedence in the event of any conflict between or among such documents. Together such terms are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication (whether oral, written, or electronic) between the parties regarding such subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, acknowledgement, or confirmation or other document issued by You (or on Your behalf), even if signed and returned.
18. **Choice of Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Santa Clara, California.



- 19. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each Party set forth on the most recent Order Form (if applicable). Either Party may update its address set forth above by giving notice in accordance with this section.
- 20. Force Majeure.** Except for payment obligations, neither Party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such Party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including orders and judgments of courts.
- 21. Assignment and Subcontracting.** Neither Party may assign any of its rights or obligations hereunder without the other Party's consent; provided that (i) either Party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such Party's

business relating to this Agreement, and (ii) Contrast may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect.

**22. Enforceability.** In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either Party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such Party's rights with respect to such breach or any subsequent breaches.

November 2022

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Contrast Security is the leader in modernized application security, embedding code analysis and attack prevention directly into software. Contrast's patented deep security instrumentation completely disrupts traditional application security approaches with integrated, comprehensive security observability that delivers highly accurate assessment and continuous protection of an entire application portfolio. This eliminates the need for disruptive scanning, expensive infrastructure workloads, and specialized security experts. The Contrast Application Security Platform accelerates development cycles, improves efficiency and cost, and enables rapid scale while protecting applications from known and unknown threats.

