

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End Users)  
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## CONTRAST ON-PREMISES END USER LICENSE AGREEMENT

This Contrast On-Premises End User License Agreement (the “Agreement”) is entered into as of the date set forth on the Order Form or similar document (the “Effective Date”) by and between Contrast Security, Inc. (“Contrast”) and the Government Ordering Activity (“Customer” or “Licensee”).

1. Order Forms; Grant of License and Restrictions. Contrast and Customer may mutually execute one or more written order forms which reference this Agreement (each, an “Order Form”), and upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms hereof, payment of all fees, and any applicable user/use limitations, Contrast grants Licensee a personal, nonsublicensable, nonexclusive, right to use the licensed product set forth on each Order Form in object code form only (“Product”) only during the applicable Order Form Term (as defined below), subject to any limitations on such Order Form and only in accordance with Contrast’s applicable user documentation and price list. Customer may only use the Product to manage and analyze the maximum aggregate number of Applications (as defined below) set forth on the applicable Order Form, and once Customer has used the Product 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. Except for one copy solely for back-up purposes, Licensee may possess only the number of copies of any Product as has been expressly authorized by Contrast. Contrast retains ownership of all Products and rights therein and Licensee will maintain the copyright notice and any other notices that appear on the Product on any copies and any media. Licensee will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Product (except as expressly and specifically authorized by Contrast), (iii) possess or use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department’s Office of Foreign Assets Control, or any other government agency, (iv) disclose to any third party any benchmarking or comparative study involving any Product or (v) modify any Product. Prior to disposing of any media or apparatus containing any part of the Product, Licensee shall completely destroy any Product contained therein. All the limitations and restrictions on Products in this Agreement also apply to documentation. For purposes of this Agreement, “Application” shall have the meaning set forth at [www.contrastsecurity.com/appdefinition](http://www.contrastsecurity.com/appdefinition).

2. Support and Maintenance. While the license for a Product has not been terminated and all applicable fees have been timely paid for each annual support term, Contrast will use reasonable commercial efforts to provide the support and maintenance services for that Product as and to the extent described in Contrast’s standard Support and Maintenance Terms as attached and set forth at [www.contrastsecurity.com/tos](http://www.contrastsecurity.com/tos) (“Support Services”).

3. Fees and Payment. Within thirty (30) days after first receipt of the Product (and monthly thereafter with respect to any recurring, use or user fees) or the date(s) otherwise expressly agreed by Contrast, Licensee shall pay Contrast Contrast’s then current standard license/subscription fees for any authorized copies or uses of Product or such other fees as have been expressly agreed to by Contrast on each Order Form (“License Fees”); in the case of annual subscriptions, License Fees therefor will also be paid annually in advance. At the same time as payment of the initial License Fees, and annually in advance thereafter (and except to the extent included in License Fees for annual subscriptions), Licensee shall also pay Contrast’s then current standard support and maintenance fees for Product or such other support and maintenance fees as have been expressly agreed to by Contrast on each Order Form (“Annual Maintenance Fees”). In addition, without limiting Contrast’s remedies, if Licensee makes uses of the Product that are not authorized hereunder (including without limitation, any use in excess of capacity limitations set forth on the applicable Order Form), it will so report to Contrast and Contrast may

invoice Customer for additional license and maintenance and support fees equal to Contrast's then current standard fees for the license and maintenance and support of such additional uses (and annually, Contrast will be entitled to audit or have audited all systems and records relevant to assure compliance with the foregoing; Contrast may invoice Customer for the cost of an audit showing material noncompliance). All payments shall be made in the currency of, and within the borders of the United States. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. In addition, Licensee will pay all taxes, shipping, duties, withholdings, backup withholding and the like; when Contrast has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by Licensee directly to Contrast. Licensee will reimburse Contrast for all reasonable travel and other related expenses incurred by Contrast in its performance hereunder; provided, however, that such expenses shall have been pre-approved by Licensee and in accordance with the Federal Travel Regulation, Joint Travel Regulations, and Federal Government per diem rates in effect at the time the travel was performed.

4. Termination; Breach. This Agreement (including each Product license set forth on an Order Form) shall commence on the Effective Date and shall continue for the term set forth on such Order Form (the "Initial Term") unless earlier terminated in accordance herewith. Following the Initial Term, this Agreement shall automatically renew for successive renewal terms of equal length to the Initial Term (each a "Renewal Term", and together with the Initial Term, the "Order Form Term"), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the then-current term. This Agreement (including all licenses herein) will terminate thirty (30) days (ten (10) in the case of non-payment and immediately in the case of a breach of Section 1) after notice of any breach by Licensee remaining uncured at the end of such notice period. Upon any termination, Licensee shall immediately cease all use of all affected Products and return or destroy all copies of all affected Products and all portions thereof and so certify to Contrast. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

5. Indemnification. Contrast shall defend, indemnify and hold Licensee harmless from liability to third parties resulting from infringement by a Product of any United States patent or any copyright or misappropriation of any trade secret, provided Contrast is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Contrast will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to a Product or portions or components thereof to the extent (i) not created by Contrast, (ii) made in whole or in part in accordance to Licensee specifications, (iii) that are modified after delivery by Contrast, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Licensee's use of such Product is not strictly in accordance herewith. Licensee will indemnify Contrast from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Contrast's indemnity obligation by the preceding sentence.

6. Limited Warranty and Disclaimer. Contrast warrants for a period of ninety (90) days from delivery of a Product that such Product will materially conform to Contrast's then current user documentation for such Product. This warranty covers only problems reported to Contrast during the warranty period. ANY LIABILITY OF CONTRAST WITH RESPECT TO A PRODUCT OR THE PERFORMANCE THEREOF OR ANY SERVICES PROVIDED HEREUNDER UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR RE-PERFORMANCE OF SERVICES OR, IF REPLACEMENT

OR RE-PERFORMANCE IS AN INADEQUATE REMEDY OR, IN CONTRAST'S OPINION, IMPRACTICAL, TO REFUND OF AN APPROPRIATE PORTION THE REMAINING UNAMORTIZED APPLICABLE FEES PAID BY LICENSEE. EXCEPT FOR THE FOREGOING WARRANTY BY CONTRAST, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM ANYONE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, CONTRAST DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS ARE BUG FREE OR THAT THE PRODUCT'S USE WILL BE UNINTERRUPTED.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER CONTRAST NOR ANY LICENSOR SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE PRODUCT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE PRODUCT IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION 8 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT CONTRAST WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

8. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable (and any attempt to do so shall be void); provided that either party may assign and transfer the foregoing to a successor to substantially all of (i) in the case of Contrast, Contrast's Product business or assets or, (ii) in the case of Licensee, Licensee's business for which Products are licensed (but if the authorized use is not limited, the assignee is not licensed to expand use beyond Licensee's bona fide pre-assignment use plus reasonably expected growth assuming the assignment and related transactions had not occurred). The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the addresses set forth on the most recent Order Form, or to any updated address that a party may provide by written notice. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This Agreement (including all Order Forms) and the terms and conditions of Carahsoft Technology Corporation's Multiple Award Schedule Contract is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in a writing executed by authorized representatives of both parties; however, any pre-printed or standard terms of any purchase order,

confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect.



Support is available to help ensure that Contrast is working properly. Online support is provided to all users at no charge. Phone Support provides an additional means of submitting issues and developing a response and resolution plan. Phone support is available to paying customers on weekdays during the hours listed below, except for company holidays listed at the end of this document.

Support Level	Hours of Support	Support Methods
<b>Online</b>	24 x 7	Forums and knowledge base  Submit issues through the Contrast portal and via email
<b>Phone*</b> <b>(Paying customers)</b>	8 a.m. – 6 p.m. ET  Monday – Friday	Forums and knowledge base  Submit issues through the Contrast portal and via email  Submit issues via phone during support hours

**Required Error Information:** Company must provide Contrast Security with sufficient information to:

- Reproduce and verify the issue and
- Enable Contrast Security to determine the Severity Level of the issue

**Response and Resolution:** For issues submitted by organizations with paid subscriptions to Contrast, Contrast Security will analyze each error and assign a Severity Level. Contrast Security will respond to each issue, as defined below, and provide a detailed action plan in the stated time. This presumes that Contrast support personnel can establish contact with the appropriate party at the Company after receipt of the initial report.

	Severity Level 1	Severity Level 2	Severity Level 3	Severity Level 4

<b>Definition</b>	Errors that disable or break critical functions of the software so that basic system functions cannot be performed and: the Company is unable to perform tasks; the Software is not operational. No workaround is available.	Errors which impact critical software functions. The Company's ability to perform primary tasks is significantly impeded. The error may be repetitive in nature and impacts timely performance of tasks. No workaround is available.	Errors affecting non-essential functions in the software. The Company can still perform critical functions. Impact is confined to inconvenience and minor impact on the ability to perform tasks.	Enhancement request, documentation error or minor flaw in the software.
<b>Response</b>	Contrast will provide an initial response within two (2) hours from the time the issue is reported by the Company during support hours. Issue updates will be provided periodically until the issue is corrected.	Contrast will provide an initial response within four (4) hours from the time the issue is reported by the Company, during support hours. Issue updates will be provided periodically until the issue is corrected.	Contrast will provide an initial response within two (2) business days from the time the issue is reported by the Company, during support hours.	Contrast will provide an initial response within five (5) business days from the time the issue is reported by the Company, during support hours.
<b>Remediation</b>	A detailed resolution plan within one (1) business day from the time issue is reported.  A resolution for the issue in the next release of the software to the extent that this is commercially feasible.	A resolution within three (3) business days from the time issue is reported.  A resolution in a future release of the software to the extent that this is commercially feasible.	Resolution in a future release of the Software to the extent that this is commercially feasible.	Resolution will be addressed on a case-by-case basis and Contrast Security will advise the Company if such request will be reflected in a subsequent software release.
<b>Escalation</b>	PM (4 hrs) VP (16 hrs) CEO (48 hrs)	PM (16 hrs) VP (48 hrs) CEO (48 hrs)		

## Availability Policy (for SaaS)

For customers (“Customers”) who receive Contrast’s hosted, Software-as-a-Service (SaaS)-based services (“Services”), this Availability Policy (the “Policy”) sets forth the policies and procedures with respect to such Services. This Policy does not apply to any Customer who uses a non-hosted or on-premises version of any Contrast product, or to Customers who are using any free, unpaid, or trial versions of the Services.

## Summary

As further described below, Contrast Security will use commercially reasonable efforts to: (i) provide Customer with 99.8% availability to the Service (the “Service Availability”); and (ii) provide standard support to Customer.

## Availability

There are two components of the Contrast software. The Contrast Agent, which is a small software module that is deployed on your application server, and the Service which is a set of software programs that collect, store, correlate and present the metric data sent from the Agent in your application to our service. The service level within Contrast Security’s control is the Availability of the Service. The Service shall be considered Available so long as customers are able to log in to the Contrast user interface (called the TeamServer) and see their application security data. We endeavor to make the Service Available at all times with the exception of very short maintenance windows that occur periodically throughout the month. Contrast will use commercially reasonable efforts to maintain Service Availability of at least 99.8% during any monthly billing cycle. Excluding planned maintenance periods, in the event the Service Availability drops below 99.8% for two consecutive monthly cycles or if the Service Availability drops below 99.0% in any single monthly cycle, you may terminate the Service with no penalty. Such termination will be effective as of the end of the then-current billing period and no additional fees shall be charged.

*\* Excluding U.S. Holidays*

*Last Updated: Jan16*