

Truffle Security Secret Scanning Partner Program Agreement

1. Scope

Truffle scans publicly accessible sources for exposed credentials. When Truffle identifies a credential associated with Partner's services, the parties will handle it as described in this Agreement (the "Program"). This Agreement does not give Truffle access to any Partner system, network, or data. "Found Secret" means a token, key, password, or other authentication credential that Truffle identifies in content it scans as matching a pattern associated with Partner's services.

2. Validation

Partner authorizes Truffle to submit Found Secrets to Partner's APIs and authentication endpoints for the sole purpose of confirming whether a Found Secret is active and identifying the account to which it belongs. Truffle may do this on an automated basis and at high volume. Truffle will not use a Found Secret to read, modify, delete, or extract data beyond what that confirmation requires, and will not use it for any other purpose. Partner agrees that this testing is authorized access and does not violate Partner's terms of service or acceptable use policies, and releases Truffle from any liability arising from it.

3. Revocation

Where Partner offers a mechanism by which a credential can be revoked, including a self-revocation endpoint available to the holder of the credential, Truffle may use it to revoke Found Secrets. Partner agrees that Truffle may do so on an automated basis and at high volume, and releases Truffle from any liability arising from revocations Truffle performs this way, including claims brought by Partner's customers.

Where Truffle delivers Found Secrets to Partner, it will do so through a mutually agreed upon mechanism, such as an API, webhook, or bulk transfer. Within fourteen (14) days of delivery, Partner will either revoke the Found Secret or advise Truffle in writing that revocation of that credential is not technically possible. Partner is responsible for notifying its own affected customers.

4. Publicity and Disclosure

Each party may publicly describe the Program and its results, including the name of the Partner and the number, type, and age of Found Secrets. Each party grants the other a limited license to use its name and logo solely for that purpose. Truffle will not publish the value of a Found Secret or identify the affected account holder without consent. Partners may disclose Found Secrets to affected account holders and describe the Program to them. Neither party needs the other's approval for disclosures permitted by this Section.

5. Compliance with Applicable Laws

Each party shall comply with all applicable laws in connection with the Program, including any laws governing the handling of credential data, breach notification, and data protection. Each party shall comply with applicable export-control and sanctions laws in connection with the Program.

6. Warranty Disclaimers

To the maximum extent permitted by applicable law, Truffle provides the Program, the Found Secrets, and all related services, materials, and documentation on an "as-is" and "as-available" basis, without indemnities, warranties or conditions of any kind, whether express, implied, or statutory. Truffle specifically disclaims all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, and any warranties arising from course of dealing, usage of trade, or course of performance. Truffle does not warrant that (a) token detection or pattern matching will be accurate, complete, timely, or error-free, (b) the Program will be uninterrupted or available at any time, or (c) defects will be corrected.

7. Limitation of Liability

To the maximum extent permitted by applicable law, neither party is liable to the other party for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any damages for loss of profits, revenue, goodwill, data, or use, arising out of or relating to this Agreement, however caused and regardless of the theory of liability, even if the party has been advised of the possibility of those damages. To the maximum extent permitted by applicable law, each party's total cumulative liability to the other for all claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, will not exceed one thousand U.S. dollars (US \$1,000).

8. Additional Terms

This Agreement is effective on the date the Partner accepts it and continues until terminated by either Party for their convenience by providing at least 5 days' written notice to the other party. No fees are payable by either party under this Agreement. This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles. The Parties agree to the exclusive jurisdiction of the state and federal courts located in San Francisco, California. Each party irrevocably waives any right to a jury trial in any action arising out of or relating to this Agreement. Provisions which by their nature should survive expiration or termination of this Agreement shall survive, including Sections 2, 3, and 4 with respect to Found Secrets identified before termination. This Agreement constitutes the entire Agreement between the parties regarding the Program and supersedes all prior or contemporaneous understandings regarding the Program. Notices under this Agreement shall be given by email to the contacts identified below.

Truffle Security Co.

Partner