PARTNER AS A MANAGED SERVICE PROVIDER (MSP)

Partner Specific Terms

Unless otherwise expressly stated herein, capitalised terms used in these Partner Specific Terms shall have the meaning ascribed to them in the OUTPOST24 MASTER PARTNER AGREEMENT ("**Agreement**").

These Partner Specific Terms apply where the Partner is appointed as a managed service provider under the Agreement and apply to Partner solely in that capacity.

For the purposes of these Partner Specific Terms, "**MSP Customer**" means a Service Recipient for whom the Partner uses or makes available the Services as part of the Partner's managed services. For the avoidance of doubt, MSP Customers are not End Customers for the purposes of the Agreement and are not, unless otherwise agreed by Outpost24 in writing, parties to the Outpost24 Customer Terms in respect of the Services.

The Partner is Outpost24's customer in respect of the Services and may use the Services and make them available to MSP Customers solely as part of the Partner's own managed services, within the scope, quantities and Service term specified in the applicable Quotation and in accordance with the Agreement and these Partner Specific Terms. The Partner shall not resell, sublicense or otherwise make the Services available on a standalone basis or for any other purpose without Outpost24's prior written approval.

The Partner is solely responsible for its managed services, its relationships and agreements with MSP Customers, and the provision of first-line support to MSP Customers. The Partner shall ensure that MSP Customers use the Services in accordance with the applicable terms and shall be responsible for their acts and omissions in connection with the Services as if they were the Partner's own. The Partner shall not make any representation, warranty or commitment on behalf of Outpost24 or impose any obligation or liability on Outpost24 through its agreement with an MSP Customer. Outpost24's obligations in respect of the Services are owed solely to the Partner, and no MSP Customer shall have any direct contractual right or remedy against Outpost24, unless otherwise expressly agreed by Outpost24 in writing.

The Partner shall ensure that its agreements with MSP Customers do not impose any obligations on Outpost24 or grant MSP Customers any rights against Outpost24 beyond those expressly accepted by Outpost24 in writing. The Partner shall be responsible for, and shall indemnify Outpost24 against, claims by MSP Customers arising out of the Partner's managed services, the Partner's customer terms, an MSP Customer's access to or use of the Services through the Partner, or the Partner's failure to obtain any required rights or consents from an MSP Customer, except to the extent caused by Outpost24's breach of the Agreement.

The fees and any minimum commitments shall be set out in the applicable Quotation or another document forming part of the Agreement.

Upon termination of the Agreement, the Partner shall not onboard new MSP Customers or expand the use of the Services for existing MSP Customers unless otherwise agreed in writing by Outpost24. Subject to the Partner's continued compliance with the Agreement and satisfaction of the applicable payment terms and any applicable usage limits, the Partner may continue to use or make available the Services for existing MSP Customers during the committed Service term agreed before termination, unless the Agreement was terminated by Outpost24 due to the Partner's breach.