PARTNER AS A MANAGED SECURITY SERVICE PROVIDER (MSSP)

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 security service provider under the Agreement and apply to Partner solely in that capacity.

For the purposes of these Partner Specific Terms, "**MSSP Customer**" means a customer to whom the Partner makes the Services available as part of the Partner's managed security services, platform, portal or integration. For the avoidance of doubt, MSSP 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 and make the Services available to MSSP Customers only as part of the Partner's own managed security services, platform, portal or integration in accordance with the Agreement, these Partner Specific Terms and the applicable Quotation, unless otherwise agreed by Outpost24 in writing.

The Partner is solely responsible for its managed security services, including any platform, portal or integration provided by the Partner, its relationships and agreements with MSSP Customers, and the provision of first-line support to MSSP Customers. The Partner shall ensure that MSSP 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 acts and omissions of the Partner. 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 MSSP Customer, unless agreed in writing by Outpost24.

Outpost24's obligations in respect of the Services are owed solely to the Partner, and no MSSP 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 MSSP Customers do not impose any obligations on Outpost24 or grant MSSP 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 MSSP Customers arising out of the Partner's managed security services, platform, portal or integration, the Partner's customer terms, an MSSP 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 MSSP Customer, except to the extent caused by Outpost24's breach of the Agreement.

Fees and any minimum commitments shall be set out in the applicable Quotation or other document forming part of the Agreement.

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