PARTNER AS A RESELLER

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 reseller under the Agreement and apply to Partner solely in that capacity.

The Partner may market the Services and facilitate the sale or licensing of the Services to End Customers in the Territory in accordance with the Agreement, these Partner Specific Terms and the applicable Quotation.

The Partner's appointment may be ongoing or limited in scope or duration, including to a specific opportunity, project, End Customer or period. Where the applicable Quotation or other written approval from Outpost24 specifies such a limited appointment, the Partner's rights under these Partner Specific Terms shall apply only within the scope and for the duration expressly stated in that Quotation or approval, including any related sales process and committed Service term.

Unless otherwise expressly agreed by Outpost24 in writing, each End Customer must, before being granted access to or permitted to use the Services, accept the Outpost24 Customer Terms and applicable Service Terms. The Partner shall reasonably assist Outpost24 in obtaining such acceptance and shall provide reasonable evidence of acceptance upon request. The Partner shall not grant, or represent that it has granted, any right to access or use the Services unless the relevant End Customer has accepted the applicable terms and the relevant order has been approved by Outpost24. No order shall be binding on Outpost24 unless and until approved by Outpost24 in writing.

The Partner shall not amend, supplement, waive or agree to any deviation from the Outpost24 Customer Terms, applicable Service Terms or any other terms binding on Outpost24 without Outpost24's prior written approval. Any request for changes to the Outpost24 Customer Terms must be submitted to legal@outpost24 for approval. Any separate agreement between the Partner and an End Customer shall be solely between those parties and shall not amend, exclude or override any terms agreed between Outpost24 and the End Customer or impose any obligation, liability, warranty, representation or commitment on Outpost24.

The Partner may, where authorised by Outpost24, forward approved quotations or other order documents to End Customers without modification, but shall not issue, amend or accept any quotation or order, or agree to any terms binding on Outpost24, unless expressly authorised by Outpost24 in writing.

Upon termination of the Agreement, the Partner shall not pursue new reseller opportunities pertaining to the Services or any offering by Outpost24 unless otherwise agreed in writing by Outpost24. Termination shall not affect accepted End Customer orders or the End Customer's rights under the Outpost24 Customer Terms. Subject to the Partner's continued compliance with the Agreement and satisfaction of the applicable payment terms, the Partner may continue its reseller role for such accepted orders only to the extent reasonably required during the committed Service term, unless the Agreement was terminated by Outpost24 due to the Partner's breach.