

Last updated: January 2025

Partner Program Terms and Conditions (“Program Terms”)

By accessing Rapid7’s Partner Portal, submitting the Rapid7 channel partner application, requesting a quote for the Rapid7 offerings, placing an order for the Rapid7 offerings or clicking “I agree” or a similar phrase, the company or entity that is submitting the Rapid7 channel partner application or accessing the Partner Portal (“you” or “your”) agrees to these Program Terms and Rapid7’s guide(s) and policies made available by Rapid7 which collectively form a legally binding agreement. YOU REPRESENT THAT: (1) YOU ARE LAWFULLY ABLE TO ENTER INTO THESE PROGRAM TERMS, AND (2) THE COMPANY OR ENTITY THAT YOU ARE ACTING FOR HAS GIVEN YOU FULL AUTHORITY TO BIND THE COMPANY/ENTITY TO THESE PROGRAM TERMS. IF YOU DO NOT HAVE THIS AUTHORITY, OR YOU OR THE COMPANY/ENTITY THAT YOU ARE ACTING FOR DO NOT AGREE TO, OR CANNOT COMPLY WITH THESE PROGRAM TERMS, THEN YOU OR THE COMPANY/ENTITY YOU ARE ACTING FOR MAY NOT SUBMIT AN APPLICATION, PARTICIPATE IN RAPID7’S PARTNER PROGRAM, REQUEST A QUOTE OR PLACE AN ORDER WITH RAPID7.

These Program Terms may be changed by Rapid7 (“Rapid7”, “we”, “our” or “us”) from time to time without specific notice to you. The latest Program Terms will be posted on <https://www.rapid7.com/legal/policies-and-procedures/>, and you should always review these Program Terms prior to using the Partner Portal to ensure that you have a current understanding of the Program Terms. If you cannot access the Program Terms via the Internet, we can provide a copy of the most recent Program Terms by e-mail upon request.

These Program Terms supersede any previous program terms in place between you and Rapid7.

Partner Program Acceptance.

You must complete the partner application, agree to these Program Terms and any other terms required by Rapid7, meet the applicable partner qualifications and be accepted into the Rapid7 Partner Program (“Program”) in order to participate in the Program. Acceptance into the Program and partner type designation is at Rapid7’s sole discretion. Provided that Rapid7 accepts you into the Program and you comply at all times with the Program Terms, including any applicable Rapid7 guide(s) and policies, Rapid7 grants you the applicable rights, benefits, price and licenses specified in the Partner Portal and the applicable Rapid7 guide(s) and policies based on your designated partner type(s). The rights, benefits, price and licenses granted to you under the Partner Portal are personal to you and you may not transfer, assign or sublicense the appointment set forth in the Partner Portal.

Types of Partnership.

1. Resellers.

- a. Indirect Resellers. If you are designated by Rapid7 as “Indirect Resellers”, you may purchase Rapid7’s offerings only through a Rapid7 authorized distribution partner (“Distributor”) and market, promote and resell Rapid7’s offerings to customers within the country(ies) identified in the Partner Portal where you are authorized to market, promote and resell the Rapid7 offerings (“Territory”). Under no circumstances shall the

Territory include any region or country where the United States government prohibits sales by United States companies, and any region or country designated as such by the United States government after the Territory is determined shall automatically be removed without further action by the parties. All price and payment terms shall be determined between you and Distributor. Rapid7 shall have no liability under your purchase orders (including any obligations or terms therein) placed with Distributors. Rapid7's obligation to provide Rapid7's offerings shall be in accordance with Rapid7's agreement with the Distributor.

- b. Direct Resellers or Global Systems Integrators. If you are designated by Rapid7 as "Direct Reseller" or a "Global Systems Integrator (GSI)" you may purchase Rapid7's offerings directly from Rapid7, or from a Rapid7 authorized distribution partner, and market, promote and resell Rapid7's offerings to customers, or use Rapid7's offerings for the benefit of customers, as applicable, in accordance with your agreement with Rapid7.
 - c. One-Off Resellers. If you are designated by Rapid7 as "One-Off Resellers", you may purchase Rapid7's offerings from Rapid7 to resell to a single customer in accordance with your one-off reseller agreement with Rapid7. One-Off Resellers are not permitted to sell Rapid7's offerings to any third party (including to a different customer or another Rapid7 partner) for purposes of further resale by such third-party.
- 2. Distributor.** If you are designated by Rapid7 as a "Distributor", you may purchase the Rapid7 offerings from Rapid7 and market and sell the Rapid7 offerings indirectly to customers in the Territory by selling to a Reseller for sale directly to a customer in the Territory.
- 3. Managed Security Service Provider (MSSP).** If you are designated by Rapid7 as a "Managed Security Service Provider", you may purchase and access Rapid7's offering(s), either directly from Rapid7 or indirectly via an authorized Distributor, solely for the purpose of managing such Rapid7 offering(s) on behalf of end customer(s) and solely for so long as such MSSP remains validly authorized for such access and use.

Additional Program Terms

You agree that if you participate in any initiatives or programs that offer incentives, rebates, marketing development funds, or other benefits which may available from time to time under the Rapid7 Partner Program, or receive benefits from them, you are subject to the terms and conditions that Rapid7 sets forth for the initiatives or programs within the Partner Portal.

End User Terms

Your quote to end customer(s) for the resale of the Rapid7 offerings shall contain (i) Rapid7's end user license agreement found at www.rapid7.com/legal/terms ("End User Terms") as the exclusive terms governing the delivery and performance of the Rapid7 offerings as well as (ii) any additional customer specific terms set forth on the Rapid7 quote, including but not limited to, volume limitations, credits, overages and autorenewal terms. You shall obtain the end customer's agreement to the End User Terms and you will provide written evidence of doing so upon receipt of request from Rapid7. You shall not accept the End User Terms on behalf of the end customer(s).

Logos and Trademarks

You agree that trademarks, service marks, trade or company names, product and service identifications, internet domains/internet addresses, logos, artwork and other symbols and devices associated with Rapid7 and/or Rapid7's offerings (the "Rapid7 Marks") are and shall remain Rapid7's

property. You may not register or use any domain name, business name, email address, social media handle, or other designation of identity or origin containing or confusingly similar to any Rapid7 Marks without Rapid7's prior written permission, and you shall assign any such designations to Rapid7 at your expense upon Rapid7's demand. You will not incorporate Rapid7Marks into your product names, service names, or any other similar designations.

Intellectual Property and Restrictions

All right, title and interest in and to the Rapid7 offerings, including the concepts and technology inherent in the Rapid7 offerings and the deliverables, and all intellectual property rights related thereto, shall at all times remain the sole and exclusive property of Rapid7.

You shall not, and shall not cause, encourage or assist any third party to: (a) access or use the Rapid7 offerings in excess of what is allowed beyond the applicable term, and/or other restrictions/limitations described in a Rapid7 quotation, (b) alter, publicly display, translate, create derivative works of or otherwise modify the Rapid7 offerings; (c) reverse engineer, decompile, disassemble or otherwise attempt to derive the detection methodology or data, source code, algorithms, or machine learning methods for a Rapid7 offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to a Rapid7 offering or its related systems or networks; (d) conduct any benchmark, stress tests or other review or analysis for the purpose of competing with Rapid7 or (f) without Rapid7's prior written consent, perform an analysis of the Rapid7 offerings versus competitor products or publish a review or the results of any evaluation of the Rapid7 offerings.

Warranty Disclaimer

Rapid7 offerings provided for re-sale or distribution, are provided to you "AS-IS" without warranty of any kind. Rapid7's warranties are provided directly to the customer in the End User Terms. YOU UNDERSTAND THAT THE PROGRAM DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS.

RAPID7 MAKES NO OTHER WARRANTY(IES) WHATSOEVER WITH RESPECT TO THE RAPID7 OFFERINGS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. THERE IS NO WARRANTY THAT THE RAPID7 OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF YOUR OR CUSTOMER'S PARTICULAR PURPOSES OR NEEDS.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT RAPID7 MAKES NO WARRANTY THAT THE USE OF THE RAPID7 OFFERING(S) WILL BE SUCCESSFUL OR THAT REMEDIATIONS WILL BE COMPLETED WITHIN A CERTAIN TIMEFRAME, NOR DOES IT MAKE ANY WARRANTY THAT ALL SECURITY RISKS, INCIDENTS, OR THREATS WILL BE DETECTED OR REMEDIATED BY USE OF THE RAPID7 OFFERING(S) OR THAT THERE WILL NOT BE FALSE POSITIVES AND YOU WILL NOT HOLD

RAPID7 RESPONSIBLE THEREFOR. YOU AGREE NOT TO REPRESENT TO CUSTOMERS OR ANY THIRD PARTY THAT RAPID7 HAS PROVIDED SUCH GUARANTEE OR WARRANTY AND YOU AGREE THAT YOU SHALL NOT MAKE ANY WARRANTY OF ANY KIND REGARDING THE RAPID7 OFFERINGS.

Indemnification

To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless Rapid7, and its respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorney and legal fees, expenses, and court costs) arising from: (i) your breach of these Program Terms, (ii) you making any warranty of any kind, including any express or implied warranty regarding the Rapid7 offerings, (iii) your or your representative's alleged negligent act, negligent omission, fraud or willful misconduct, (iv) your violation of the Rapid7 Code of Conduct, or (v) your or your representative's alleged violation of any law. Your duty to defend Rapid7 will arise immediately upon the receipt of or knowledge of any such claim and will be ongoing.

Limitation of Liability

RAPID7 SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES, FOR ANY LOSS OF BUSINESS, INCOME, OR PROFITS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE.

IN NO EVENT SHALL RAPID7'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM, OUT OF, OR RELATING TO THE PROGRAM OR THESE PROGRAM TERMS OR TERMINATION THEREOF EXCEED \$500.00 (U.S. DOLLARS).

THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER RAPID7 KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE PROGRAM TERMS, THE REMEDIES SET FORTH HEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Automatic Renewal

You acknowledge and agree that the term of any Rapid7 quote ("Quote Term") will automatically renew for the same period of time as the initial Rapid7 quote unless (i) otherwise indicated on the Rapid7 quote; (ii) either party provides the other with written notice of its election not to renew at least thirty days prior to the end of the applicable Quote Term; or (iii) as otherwise indicated in the End User Terms.

Term and Termination

The term of these Program Terms shall commence as of the date you do one of the following: (i) submit the Rapid7 channel partner application, (ii) access Rapid7's Partner Portal, (iii) request a quote for the Rapid7 offerings, (iv) place an order for the Rapid7 offerings, or (v) click "I agree" or similar language or otherwise agree to these Program Terms, and continues until terminated by either party as provided herein.

Either party may terminate these Program Terms at any time without cause, which termination shall become effective upon 15 days prior written notice to the other party.

Rapid7 may terminate these Program Terms and/or any orders immediately upon written notice to you if Rapid7 determines, in its sole discretion, that you have become a competitor of Rapid7.

Upon any termination of these Program Terms: (i) you are no longer authorized to conduct any activities under these Program Terms except you are required to continue to make payments owed to Distributors or Rapid7; (ii) you shall immediately cease using the Trademarks of Rapid7 and discontinue all representations that it has a relationship with Rapid7; and (iii) you shall promptly return to Rapid7 any tangible sales literature, brochures, technical information, price lists, samples, evaluation units, and other materials received from Rapid7 or if intangible, destroy such items in a secure manner.

NFR License

If you are eligible to receive an NFR License, the following terms shall apply:

1. **License Grant.** Rapid7 hereby grants you (the “NFR User”) a non-exclusive, non-transferable, non-sub-licensable, fully revocable license to use or access the applicable Rapid7 offering in object code format solely in accordance with Rapid7’s Documentation (as defined below) and solely internally for the purpose of testing and demonstrating the Rapid7 offering in order to support or evaluate the possibility of marketing or reselling the Rapid7 offering(s) (“NFR License”). The NFR License specifically excludes any production or internal use of the Rapid7 offering, or any ability to resell that Rapid7 offering. Rapid7 may terminate the NFR License at any time and for any reason upon notice to the NFR User (which may be provided by email or telephone).
2. **Restrictions.** Except as may be expressly permitted by applicable law, the NFR User will not, and will not permit or authorize third parties to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, create derivative works of the Rapid7 offering, or merge the Rapid7 offering into another program; (ii) circumvent or disable any security or technological features or measures in the Rapid7 offering; nor (iii) access the Rapid7 offering in order to build a competitive product or service, for competitive analysis, or to copy any ideas, features, functions or graphics of the Rapid7 offering. The NFR User is responsible for all activities conducted under its logins and for its employees’ compliance with these terms. If the NFR User identifies a vulnerability in the Rapid7 offering, all information and analysis regarding the vulnerability must be disclosed through the Rapid7 contact form found at www.rapid7.com/disclosure/.
3. **Ownership.** Rapid7 and its licensors retain all right, title and interest in and to the Rapid7 offering, including any improvements or modifications thereof and all intellectual property rights embodied in the Rapid7 offering, user manuals and other written materials for the Rapid7 offering (the “Documentation”).
4. **Support and Maintenance.** Rapid7 shall use commercially reasonable efforts to answer questions about the Rapid7 offering from the NFR User. Notwithstanding the foregoing,

Rapid7 shall not be obligated to provide support or maintenance services or other similar services for the NFR License.

5. **Disclaimer.** RAPID7 MAKES NO REPRESENTATIONS OR WARRANTIES TO THE NFR USER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
6. **Liability.** IN NO EVENT SHALL RAPID7 BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AND (II) DAMAGES IN EXCESS OF \$10,000.
7. **Indemnification.**
 - (a) **By Rapid7.** Rapid7 shall indemnify the NFR User and its officers, directors, agents and employees from all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of a third party claim alleging that the Rapid7 offering infringes any intellectual property right of such third party. The foregoing does not apply with respect to Rapid7 offering or portions or components thereof: (a) not supplied by Rapid7, (b) which are modified by the NFR User, (c) combined, processed or used with other products, processes or materials where the alleged infringement relates to such combination, process or use, (d) where the NFR User continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (e) which are used other than in accordance with these terms.
 - (b) **By NFR User.** The NFR User will indemnify Rapid7 and its officers, directors, agents and employees from all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of a third party claim resulting from the NFR User's use of the NFR License in violation of these terms.

Miscellaneous

1. **Assignment.** You may not assign or novate these Program Terms or any of your rights under these Program Terms, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, without the express written consent of Rapid7. To the extent Rapid7 consents to an assignment, novation or delegation, these Program Terms (including rights and obligations) inures to the benefit of and is binding upon your successors in interest by way of merger, acquisition, or otherwise, and your permitted assigns.
2. **Modifications.** Rapid7 reserves the right to modify the Program, including, the eligibility requirements, Program benefits (including any discounts, incentives, and price), and these Program Terms (including all documents, terms and conditions referenced herein), at any time

without prior notice. Your continued participation in the Program will constitute your binding acceptance of the changes and your consideration supporting the modifications.

3. **Audit Rights.** You shall maintain adequate records with respect to your performance under these Program Terms. Upon reasonable notice and during your normal business hours, Rapid7 shall have the right to inspect and audit (either directly or indirectly through an independent third party) your business records as necessary to verify your compliance with these Program Terms, including but not limited to, the accuracy of the amounts paid pursuant to these Program Terms.
4. **Entire Agreement.** These Program Terms (including all documents, terms and conditions (as each may be modified) that are referenced herein) constitutes the entire agreement between you and Rapid7 regarding the Program, including subprograms, rebates, incentives, and marketing programs. You expressly disclaim any reliance on statements or representations made by Rapid7 that are not embodied in these Program Terms. Other than as set forth in the Section titled "Modifications", these Program Terms shall not be modified, amended or supplemented, except by an agreement in writing signed by Rapid7 by its duly authorized representatives.
5. **Notices.** Unless specified otherwise herein, (i) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (ii) notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by email. When sent by email, notices to Rapid7 must be sent to notices@rapid7.com. Notices regarding updates and/or termination of these Program Terms, price and product changes, or Program changes, incentives or offers may be provided through email and/or in the Partner Portal or other web interface. All such notices are effective on the day posted or emailed to you.
6. **Law and Jurisdiction.** These Program Terms and any dispute arising from, out of, or relating to the Program or these Program Terms are governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent permitted by law, the state and federal courts located in Boston, Massachusetts will have exclusive jurisdiction for any disputes. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any dispute