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Partner Portal Terms of Use

("Terms of Use")

Access to and use of Rapid7's Partner Portal ("Partner Portal") and the information, materials, products and services available through this Partner Portal are subject to all applicable laws and regulations and to these Terms of Use.

By accessing this 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 Terms of Use which form a legally binding agreement. YOU REPRESENT THAT: (1) YOU ARE LAWFULLY ABLE TO ENTER INTO THESE TERMS OF USE, AND (2) THE COMPANY OR ENTITY THAT YOU ARE ACTING FOR HAS GIVEN YOU FULL AUTHORITY TO BIND THE COMPANY/ENTITY TO THESE TERMS OF USE. 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 TERMS OF USE, 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 Terms of Use may be changed by Rapid7 ("Rapid7", "we", "our" or "us") from time to time without specific notice to you. The latest Terms of Use will be posted on <https://www.rapid7.com/legal/policies-and-procedures/>, and you should always review these Terms of Use prior to using this Partner Portal to ensure that you have a current understanding of the Terms of Use under which you are permitted to access this Partner Portal. If you cannot access the Terms of Use via the Internet, we can provide a copy of the most recent Terms of Use by email upon request.

ACCESS TO THIS PARTNER PORTAL (OR PORTIONS THEREOF) AND THE USE OF INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THIS PARTNER PORTAL (OR PORTIONS THEREOF), IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES APPLICABLE LAWS OR REGULATIONS.

Product & Services Information

All references on this Partner Portal to information, materials, products and services apply to information, materials, products and services available in the countries or jurisdictions specified with respect to such information only, unless otherwise stated.

Data Protection Consent

By agreeing to these Terms of Use, you consent to the processing of your contact information by Rapid7 and its partners, including to Rapid7 contacting you and sharing your contact information with its partners. You acknowledge that Rapid7 will use and keep your contact information as set forth within our privacy policy available at <https://www.rapid7.com/privacy-policy/> ("Privacy Policy") and you agree to the terms of our Privacy Policy.

Any communication or material you post or transmit to us over the Internet is, and will be treated as non-confidential and non-proprietary. Upon the transmission of any personal information to us, you

expressly grant permission to us to disseminate and/or use such information for any lawful and/or business purpose.

Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited.

We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

Notwithstanding the foregoing, all personal data provided to us as a result of this Partner Portal will be handled in accordance with our Privacy Policy.

Confidentiality

"Confidential Information" refers to any non-public information, materials or data disclosed by Rapid7 to you, whether in written, oral, electronic, or any other form, that is marked as confidential or is reasonably understood to be confidential due to its nature. Confidential Information includes, but is not limited to, source code, software, hardware, and other inventions or developments (regardless of the stage of development) developed or licensed by or for Rapid7, marketing and sales plans, competitive analyses, product development plans, non-public pricing, potential contracts or acquisitions, business and financial plans or forecasts, internal business processes and practices, and prospects, customers, and employee information.

You agree to keep all Confidential Information received from Rapid7 in strict confidence and not to disclose, provide access to, or share such information with any third party without the prior written consent of Rapid7.

You may use the Confidential Information solely for the purpose of business development related to the Partner Portal, or for any other purpose specified by Rapid7, and shall not use it for any other purpose without the express written consent of Rapid7. Any taking, downloading or other prohibited use of information that Rapid7 considers confidential or proprietary constitutes theft of Rapid7 property and may be deemed to be a misappropriation of Rapid7's trade secrets. Additionally, you must take steps to prevent the disclosure of Rapid7 Confidential Information that you are authorized to use. Do not transfer, publish, use, or disclose that Confidential Information other than as necessary in the ordinary course of business or as directed or authorized in writing by Rapid7. Immediately inform Rapid7 of any improper attempts by outsiders to obtain Rapid7's Confidential Information.

Complete and Accurate Information

You represent and warrant that all information you have provided or will provide to Rapid7 in connection with the Partner Portal is true, accurate, and complete to the best of your knowledge and belief. You understand that the accuracy of this information is vital to the performance and validity of the Partner Portal.

In the event that any information provided by you is found to be false, misleading, or incomplete, Rapid7 reserves the right to take appropriate actions, which may include the termination of these Terms of Use, termination of your existing agreement(s) with Rapid7, modification or discontinuation of your access to the Partner Portal, or any legal remedies available under applicable law.

You further agree to promptly notify Rapid7 of any material changes or inaccuracies in the information you have provided during your use of the Partner Portal.

Disclaimer

UNLESS OTHERWISE EXPLICITLY STATED, THE MATERIALS ON THE PARTNER PORTAL ARE PROVIDED "AS IS", ARE EXPERIMENTAL, AND ARE FOR COMMERCIAL USE ONLY, AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. RAPID7 MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE MATERIALS CONTAINED ON THE PARTNER PORTAL. Any questions regarding the materials should be directed to the providers of such materials.

It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other material on this Partner Portal or any website with which it is linked.

Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS PARTNER PORTAL OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACKUP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. PRICE AND AVAILABILITY OF INFORMATION, MATERIALS, PRODUCTS AND/OR SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE.

You agree to hold Rapid7 harmless from, and you covenant not to sue Rapid7 for, any claims based on using the Partner Portal.

Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) you may be given to access the Partner Portal, and are fully responsible for all activities that occur under your password(s). You agree to notify immediately of any unauthorized use of your password(s).

Rapid7 is concerned about the security of personal information we have collected from you and has taken reasonable steps to prevent unauthorized access to that information. See our Privacy Policy for more information.

Modification and Discontinuation

We reserve the right at any time and from time to time to modify, edit, delete, suspend or discontinue, temporarily or permanently your access and/or status within the Partner Portal (or any portion thereof), these Terms of Use and/or the information, offers, rebates, discounts, incentives, materials, products and/or services available through our Partner Portal (or any part thereof) with or without notice. You agree that we shall not be liable to you, to your employees, contractors, agents, downstream partners or to any third party for any such modification, editing, deletion, suspension or discontinuance of the information within the Partner Portal and/or Terms of Use.

You agree that Rapid7 may, in its sole discretion and without liability, at any time terminate your access to the Partner Portal and any account(s) you may have in connection with the Partner Portal. Rapid7 may monitor access to the Partner Portal.

Indemnity and Release

You agree to indemnify, release and hold us harmless as well as our officers, directors, agents, representatives and employees from any claim, liability, loss, expense or demand, including legal fees, related to your violation of these Terms of Use or your access or use of this Partner Portal or any of the information, materials, products or services available through this Partner Portal.

Law and Jurisdiction

These Terms of Use are made under U.S. law and this Partner Portal is operated from Boston, Massachusetts. Access to, or use of, this Partner Portal or information, materials, products and/or services on this Partner Portal may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with any applicable laws of the country from which you are accessing this Partner Portal. We make no representation that the information contained herein is appropriate or available for use in any location.

You agree that the courts of Boston, Massachusetts shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to use of this Partner Portal, and that the laws of the Commonwealth of Massachusetts shall govern such dispute or claim. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this agreement is taking place or originating.