

MSP Partner TERMS

Dated

Parties

(1) **CYBSAFE LTD**

incorporated and registered in

ENGLAND & WALES

whose registered office is at

09642350

whose registered office is at

5 New St Square, London EC4A 3TW

(Cybsafe); and

(2)

incorporated and registered in

with company number

whose registered office is at

(Partner).

1. PURPOSE

This agreement sets out the obligations as they relate to being a non-exclusive Partner contracted through an authorised distributor.

2. DEFINITIONS

- 2.1 Authorised Distributor & MSP Service Provider - Infinigate Holding AG ("Infinigate"):** the Distributor appointed by CybSafe who is in the business of selling software based services to Partners who in turn have relationships with customers who may be interested in purchasing the Services.
- 2.2 EULA:** the end user licence agreement in the form set out in Schedule 1;
- 2.3 Partner Guidance and Resources:** as set out in Schedule 2 as amended by notification to the Partner from time to time.
- 2.4 Relevant Contract:** a contract for the supply of Services between the Partner and a Customer.
- 2.5 Partner:** an indirect MSP appointed by Infinigate to sell the Services to its customers.
- 2.6 Services:** the subscription services provided by CybSafe including those provided via the CybSafe Website.

3. MSP Partner OBLIGATIONS

The Partner Agrees to:

- 3.1** The EULA outlined in Schedule 1;

- 3.2 serve CybSafe faithfully and diligently and not to allow its interests to conflict with its duties under this agreement;
- 3.3 use its reasonable endeavours to ensure Relevant Contracts are entered into;
- 3.4 Inform end-users that the Partner and Infinigate shall have admin access privileges in order to perform customer support services and to provide managed services.
- 3.5 use its reasonable endeavours to ensure that Customers are aware of and accept the terms and conditions of the EULA as set out in Schedule 1 before using the Services (and the Partner acknowledges that the Customer will be unable to access the Services unless it confirms and agrees to the EULA);
- 3.6 not amend or vary the terms of the EULA;
- 3.7 comply with the Partner Guidance and Resources as set out in Schedule 2;
- 3.8 comply with the staffing, launch plan, quarterly business plan review, cadence calls and CybSafe onboarding obligations in order to provide services set out in Schedule 3; and
- 3.9 comply with all reasonable and lawful instructions of Infinigate or CybSafe.
- 3.10 advertise, promote, market the Subscription Services and provide its services under this Agreement in a professional, workmanlike manner to Customers using MSP's best efforts to maximize revenues and Customer satisfaction.
- 3.11 maintain sufficient knowledge of the industry and services competitive with CybSafe Subscription Services (including specifications, features, and benefits) so as to be able to explain in detail to the Customers the differences between the CybSafe Subscription Services and competing services, as well as information on standard protocols and features of each of the Subscription Services;
- 3.12 MSP will be the principal point of contact for its Customers and will use its best efforts to assist Customers with, including but not limited to, Maintenance and Level 1, and Level 2 Support; all technical, user and system administration training; and any Professional Services. MSP may charge Customers for such services as MSP may determine in its sole discretion. In line with the MSP Standards of Engagement, MSP is solely and exclusively responsible and liable for the quality and adequacy of any Managed Services and the results thereof.
- 3.13 All Level 3 tickets will be escalated to Partnersupportnorth@infinigate.com
- 3.14 *Certifications and Performance Requirements.* At all times during the Term of this Agreement, MSP shall have and maintain all required certifications, credentials, licenses, registrations, approvals, and permits necessary to lawfully conduct business and in accordance with this Agreement. MSP additionally confirms that, as of the Effective Date, MSP meets all CybSafe requirements set forth in the MSP Standards of Engagement and confirms that it shall maintain such compliance, as CybSafe reasonably adjusts or changes its MSP Standards of Engagement from time to time

4. CYBSAFE OBLIGATIONS

- 4.1 CybSafe must at all material times act in good faith towards the Partner.
- 4.2 CybSafe shall provide the Partner at all material times with the information the Partner reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about CybSafe.
- 4.3 CybSafe shall inform the Partner immediately if CybSafe suspends or ceases to perform the Services.

5. TERRITORY

The Partner is authorised to sell in the following territory(ies):

UK & Ireland

6. COMMENCEMENT & DURATION

This agreement shall commence on the date when it has been signed by all the parties (Commencement Date) and shall continue, unless terminated by either party giving 30 days notice.

7. PREVIOUS AGREEMENTS

This agreement supersedes any and all previous MSP Partner agreements between CybSafe and the Partner.

8. Data Privacy Notice

For the purpose of data protection legislation, including the UK Data Protection Act 2018, the EU General Data Protection Regulation (GDPR), the UK Privacy and Electronic Communications Regulations 2003 (PECR), and other applicable legislation, the controller of end user personal data is you or your customer.

CybSafe Ltd, of 5 New St Square, London EC4A 3TW is the controller of data used to manage our business relationship and perform this contract..

Further details on how CybSafe process personal data can be found at <https://www.cybsafe.com/privacy-notice/>.

For queries to this notice please contact DPO@cybsafe.com

CybSafe shall be permitted to share information and admin access privileges with the Partner and Infinigate in order for them to perform customer support services and to provide managed services. The Partner hereby confirms that all relevant data protection requirements and "technical and organisational" measures are in place to protect the personal data of end users.

9. SIGNATORIES

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed _____
Name _____
Role _____
CybSafe _____

Signed _____
Name _____
Role _____
Partner _____

END OF MAIN DOCUMENT | SEE SCHEDULES OVER THE PAGE

SCHEDULE 1: EULA

<https://cybsafe-resources.s3.eu-west-1.amazonaws.com/CYBSAFE-Partner-EULA.pdf>

END OF SCHEDULE | INTENTIONAL SPACE

SCHEDULE 2: Partner Portal

The Partner Portal helps the Partner most effectively sell CybSafe. Content includes, but is not limited to:

- 1** Demo Videos including, but not limited to, introduction, platform, learning content and user engagement, analytics, summary.
- 2** How to market CybSafe including, but not limited to, suggested social media posts and promotional imagery.
- 3** How to sell CybSafe including, but not limited to, explanations of the product and selling narrative.
- 4** Presentation Slide Deck.
- 5** End User Licence Agreement
- 6** Price Lists
- 7** Brand Guidelines and a toolkit of Brand Assets
- 8** CybSafe Certifications
- 9** Resource including, but not limited to, blogs, white papers, case studies and e-books.

END OF SCHEDULE 1 INTENTIONAL SPACE

SCHEDULE 3: Partner obligations**LAUNCH PLAN**

Within 30 days of signing the Partner agreement with Infinigate the Partner must have a 60-day launch plan agreed by CybSafe and Infinigate to include a minimum of the below:

1. Press Release
2. Website content
3. Customer Announcement
4. Webinar
5. Training plan
6. Top 10 End User account mapping and target plan. Please Note; Deal Reg is not applicable on the MSP program
7. Training plan for general staff
8. Deployed CybSafe for internal usage

QUARTERLY BUSINESS PLAN AND REVIEW

At the beginning of each quarter the Partner will have a mutually developed business plan to include as a minimum:

1. CybSafe dedicated marketing activities
2. Target customers
3. Review their current pipeline and deal registrations
4. Infinigate training requirements

CADENCE CALLS

The Partner must jointly plan and attend monthly cadence calls to review the current CybSafe Partnership - actions, requirements, pipeline, registered deals and Partner activity

LEADS

CybSafe will provide the Partner with leads on an ad-hoc basis. The leads must be followed up within 72 hours and the Partner must provide feedback.

TRAINING

Partners are required to have at least one individual complete all CybCerts (MSP and Sales) in order to qualify for providing end-to-end managed services to their customers.

SUPPORT

Partners will provide Level 1 and Level 2 support to their customers as defined below. Level 3 support will be escalated to Infigate.

“Level 1 Support” means:

- (a) providing a self- help repository for customers (e.g., FAQs, discussion boards, support button on the CybSafe platform);
- (b) responding to inquiries related to usage, configuration, and basic software usage support, including but not limited to specific questions related to the Platform; and
- (c) determining the severity of the issue as defined in the Severity Table (in the SLA below). This includes capturing an incident using necessary templates and including such templates while escalating issues/incidents to Level 2 Support.

“Level 2 Support” means:

- (a) providing temporary workarounds and resolution of incidents mainly on the functionality of the CybSafe platform;
- (b) collaborating with admin in providing advanced technical troubleshooting of related incidents; and
- (c) performing triage on issues (e.g. whether an issue is specific to the CybSafe platform setup and configuration, related to a third-party system, etc), and conducting investigations to determine root causes;

Partners will be responsible for deployment and onboarding of their own customers.

Partner Portal resources are updated regularly. Partners may also be notified of updates in a newsletter.

END OF SCHEDULE AND DOCUMENT