

SOLUTION PROVIDER PROGRAM ADDENDUM

This Solution Provider Program Addendum (“**Program Addendum**”) is between the person or organization agreeing to the terms herein (“**Partner**” or “**you**”) and the applicable LastPass entity set forth in the contracting entities table at <https://www.lastpass.com/legal-center/contracting-entities> (“**LastPass**,” “**us**,” or “**we**”), and is governed by the LastPass Allegiance Partner Program Terms at <https://www.lastpass.com/legal-center/partner-terms> (the “**Partner Terms**”). Together, this Program Addendum, the Program Guide (defined below), and the Partner Terms, make up the partnership agreement (the “**Agreement**”). The “**Effective Date**” of this Agreement is the date you agree to its terms.

1. **Scope; Purpose.** Under these Solution Provider Program terms we authorize you to resell the Services and other complementary products we may make available to you in the Portal to Customers, subject to the terms of this Agreement and any applicable policies that we have communicated.
2. **Applicable Services; Discounts.** The specific LastPass services available to you under this Program Addendum (the “**Services**”) and the applicable discount rates will be as set forth in the then-current program guide available on the Portal (“**Program Guide**”). All other LastPass offerings we may list for sale online or elsewhere are excluded from this Program Addendum. We may revise discounts and Services pricing at our discretion, and such change will apply to all orders submitted as of the effective date of any such changes.
3. **Ordering and Billing.** You may purchase subscriptions for the Services through a quote we provide or as otherwise agreed between the parties. Unless otherwise specified in an order, payment is due per the terms of your invoice for the Services purchased.
4. **Sales and Contracting.** You must use your own sales resources to sell to Customers. You will set the Customer price and contract with Customers using your own paperwork. We may revise our pricing in our discretion, and such change will apply to all orders submitted after such revision. The contract you offer Customers must include our current End-User Terms of Service located at <https://www.lastpass.com/legal-center/partner-sales-terms>. The Customer may decide whether to purchase Services from you, another partner, or directly from us, however we will make a good faith effort to redirect any Customer seeking additional purchase of Services back to you.
5. **Partner Enablement.** As applicable, we will provide you with training and enablement resources for the Services, as further set forth in the Program Guide. The Program Guide will also provide any applicable certifications or required trainings you must complete to participate in the program.
 - (a) **Internal Use Licenses.** We may provide you LastPass licenses for your internal use to support your employees as part of your internal business operations (“**Internal Use License**” or “**IUL**”). Such use is subject to our Terms of Service as set forth at <https://www.lastpass.com/legal-center/terms-of-service/business>. The number of IULs we may make available will be as set forth in the Program Guide and is based on the quantity of active subscriptions for the Services.
6. **Technical Support.** Unless otherwise specifically set forth in writing and agreed to between the parties, you may not provide any technical or product support to Customers under this Program Addendum.

Last Updated: 3 November 2022