

MANAGED SERVICES PROVIDER (“MSP”) PROGRAM ADDENDUM

This MSP Partner Program Addendum (“**Program Addendum**”) is between the person or organization agreeing to the terms herein (“**MSP 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 this Program Addendum we authorize you to: (i) use the Services in your capacity as an MSP Partner in connection with your delivery of IT management or other support services on behalf of your external customers (“**Client(s)**”); (ii) sublicense the Services to your Clients in connection with the services that you are delivering to such Client; and (iii) provide Technical Support services as set forth below (items (i) and (ii) together to be referred to as “**MSP Licenses**”). Your use of the Services for your own internal business purposes is subject to our “**Terms of Service**” as set forth at <https://www.lastpass.com/legal-center/terms-of-service/business>. You are fully responsible for: (a) your Clients’ use of the Service in compliance with this Agreement and the Terms of Service; and (b) providing Clients with access to the Services using your administrative privileges for the Services in accordance with these terms.
- 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 (the “**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, provision, and manage subscriptions for the Services in the Portal or through the administrative interface in the Services, as applicable. Unless otherwise specified in an order, payment is due on a monthly basis for the base subscription and any consumption-based charges incurred in the prior month.
- 4. Licensing and Deployment.** You must use your own sales and implementation resources to deploy and/or sublicense the Services to Clients. You will set the Client price and contract with Clients using your own order paperwork, provided such paperwork must include our current End-User Terms of Service located at <https://www.lastpass.com/legal-center/partner-sales-terms> (“**End-User Terms**”). You will set your own terms related to payment terms and location, process for placing orders, process and address for legal notice, contracting party, and choice of law, however such terms will not impact your obligations under the Agreement.
- 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 the Terms of Service. The number of IULs we may make available will be as set forth in the Program Guide and is based on the quantity of MSP Licenses deployed to Clients.
- 6. Technical Support.** You will be responsible for providing technical support as set forth in the Program Guide. Such support may include questions about standard setup, use, and configuration of the Services, responding to billing issues and other basic incident troubleshooting, resolving intermediate-level incidents relating to the Services, or performing more advanced technical troubleshooting and seeking known solutions to reported technical issues and incidents. Provision of technical support is subject to completion of any required training and certification. We have no liability for any damages resulting from or relating to your delivery of technical support provided by you or on your behalf or any modifications to the Services resulting therefrom and we expressly disclaim any warranties or indemnities relating thereto.

Last Updated: 3 November 2022