

LastPass Allegiance Partner Program Terms

These LastPass Allegiance Partner Program Terms (“**Partner Terms**”) are agreed to between 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 the person or organization agreeing to these Partner Terms (“**Partner**” or “**you**”). Together, these Partner Terms, the applicable partner program addendum (the “**Program Addendum**”), the applicable program guide(s) (“**Program Guide(s)**”), and any policies or supplemental documentation made available to you through our Partner Portal at <https://partners.lastpass.com> (the “**Portal**”) make up the partnership agreement (the “**Agreement**”) pursuant to which you are authorized to act as an official partner of LastPass. By accepting these Partner Terms, you represent that you are of legal age and have the authority to bind the Partner to the Agreement.

1. Participation Rights and Requirements.

a. **Authorization.** Each Program Addendum sets forth the LastPass service offerings (“**Services**”) that we make available to you. As used in this Agreement, “**Customer**” means the person or entity ultimately using the Services, whether submitted as a Lead or identified in an Order (defined below). By agreeing to these Partner Terms and the Program Addendum for one or more of the following partner program offerings (each a “**Program**”), we authorize you as follows, subject to the terms of the applicable Program Addendum:

(1) Solution Provider – as a Solution Provider, you are authorized to resell the Services to Customers; and

(2) Managed Services Provider – as a Managed Services Provider, you are authorized to purchase and operate our Services on behalf of your client(s) as a managed services provider (“**MSP**”).

You understand and agree that LastPass may update the Agreement and any of the above authorizations at any time, for any reason, upon notice to you.

b. **Referrals.** In addition to the rights granted in Section 1.a above, you are authorized to use the Portal to register opportunities for us to sell our Services to a potential Customer (“**Leads**”). For any Lead that we have validated and results in a Sale while the registration is valid, you will receive a one-time commission at the rate set forth in the Portal as of the registration date. Commissions are paid based on the total amount billed to the Customer. A “**Sale**” is any valid and active Lead you have registered that has resulted in a customer purchase agreement between us and a Customer. If a Customer fails to pay the amount we have billed after we have paid you a Commission, we will have overpaid you for that Customer and may invoice you for such overpayment.

c. **Order and Lead Submission.** Any Orders or Leads you submit to us (each, as applicable) must be made through the Portal unless we specify otherwise, and submission may include providing required end user information to facilitate processing and setup. An “**Order**” means a purchase of Services by you from us via our standard order process for the purpose of acting as a partner under this Agreement. More details about the specific ordering process or system for a specific Program may be found in the Program Addendum. We may update the process by which we accept or process Orders or Leads at any time upon reasonable notice to you. We will notify you when we have accepted an Order or Lead and we may reject them in our reasonable discretion. You will receive no credit, discount, or payments in connection with an Order or Lead you submit to us that we have rejected or for any order that a Customer opts to place directly with us.

d. **Marketing; Non-Exclusivity.** During the Term, you may market and promote the Services, subject to the limitations set forth in the Agreement and other documentation, as applicable. Each party’s participation in any Program(s) are non-exclusive in nature. Either party may enter into agreements with third parties for services similar to those contemplated under these Partner Terms.

e. **Representations.** You must accurately represent the Services and your relationship with us. You may only offer our Services to businesses and must ensure, where specified in the applicable Program Addendum, that all Customers are presented with and agree to the LastPass End-User Terms of Service located at <https://lastpass.com/legal-center/partner-sales-terms> (“**End-User Terms**”). We may change our products, prices, or terms at any time upon notice to you and at our discretion.

f. **Customer Support.**

- (1) **Support Activities.** Except as stated in the applicable Program Addendum or as otherwise agreed upon between the parties in writing, you are not permitted to provide technical support for the Services and should direct any Customer support requests to LastPass through its standard support processes (e.g., the LastPass Support site located at <https://support.lastpass.com/home>).
- (2) **Demonstration Account(s).** We may, in our discretion, provide you with a limited number of subscriptions to one or more of our Services for your internal use, including for demonstration purposes. In that event, the Terms of Service at <https://www.lastpass.com/legal-center/terms-of-service/business> ("**Terms of Service**") will apply to such use.

2. **Invoicing and Payment; Commissions; Taxes.**

- a. **Invoicing and Payment.** If you are reselling the Services to Customers, you must invoice them directly for their user of the Services. You are obligated to pay us even if Customers do not pay you. We will invoice you for all accepted Orders you submit, which you pay within thirty (30) days from the invoice date in the currency listed on the invoice. If you do not pay us, we may take actions to ensure ongoing service provision to the applicable Customer or end-user and/or to mitigate any losses, including suspending the Services to Customers or contacting the Customers directly, after giving you notice. We may charge any payment card on file for invoiced amounts, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. Your credit card information and related personal data may be provided to third parties where required for payment processing, fraud prevention and export compliance purposes. You are responsible for any fees or overdraft charges incurred when we charge your card for payment. If your failure to pay an invoice is based on Customers' failure to pay you, we will attempt in good faith to limit Service suspensions to the non-paying Customers based on your and, as applicable, their input. However, we reserve the right to suspend Services for any Customers based on your failure to pay us.
- b. **Discounts, Commissions, and Referral Fees.** The terms of any applicable discounts, Commissions, and/or Referral Fees for a specific Program are set forth in the applicable Program Addendum.
- c. **Taxes and Withholding.** All advertised or negotiated Service pricing is exclusive of applicable taxes. You (on behalf of yourself or your Customers, as applicable) are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Service Fund (where applicable) fees or any other similar fees or taxes, as may be applicable in the location in which the Services are being purchased (collectively, "**Taxes and Fees**") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided (on behalf of yourself or your Customers, as applicable) an exemption certificate. Where we charge Taxes and Fees, we will do so on the basis of the total subscription costs before applying any applicable discounts.

3. **Term; Termination.**

- a. **Term and Termination.** This Agreement begins on the Effective Date set forth in the applicable Program Addendum and will continue until either party gives the other party at least thirty (30) days advance written notice of its intent to terminate (the "**Term**"). Termination will not relieve either party of any obligation arising from any Order accepted or Lead validated prior to the date of termination, including but not limited to providing the Services to Customers pursuant to the then-current subscription term set forth in the Order, as applicable.
- b. **Effect of Termination.** Upon termination of the Agreement, you will promptly discontinue any marketing or promotion of the Services and each party will cease any reference to the other party as a partner or vendor, as applicable. Neither party is liable for any damages resulting from the valid termination of the Agreement or these Partner Terms; however, termination does not affect any claim arising prior to such termination.

4. **Intellectual Property; Marks.** We and our licensors reserve all rights related to our Services that we have not expressly granted in the Agreement, including any modifications or derivatives thereof. Neither party will use or register any mark, trade name, domain name, or other identifier (collectively "**Marks**") of the other party or that is confusingly similar to the other party's Marks. We may use your Marks to reference you as an authorized Partner. You may use our Marks in reference to our Services, but only as allowed in our Co-Branding Guidelines available at <https://www.lastpass.com/legal-center/trademark> and any additional partner style guidelines we may make available in

the Portal. You must cease or suspend use of our Marks in any marketing material immediately upon receipt of written notice that your use does not comply with the [LastPass Branding Guidelines](#). Each party agrees not to modify, prepare derivative works of, or reverse engineer the products or services of the other party.

5. **Confidentiality.** The parties may exchange Confidential Information under the Agreement. During the term of the Agreement and for three (3) years thereafter, each party will keep the Confidential Information it receives confidential and will not share or use it for any purpose other than to perform its obligations under the Agreement or as otherwise allowed in the Agreement. Either party may disclose Confidential Information to its own employees, representatives, or agents if they have a genuine need to know and are bound by similar nondisclosure restrictions. “**Confidential Information**” includes sales data and plans, product roadmaps, non-public pricing information, security reports, and any other non-public information that should be understood, due to the circumstances of disclosure or the nature of the information, to be confidential and/or proprietary. Monetary damages may be insufficient if there is a breach or threatened breach of a party’s Confidential Information. If this happens, the disclosing party may seek injunctive relief or other equitable remedies.
6. **Warranty; Disclaimer.** Each party warrants that: (i) it has the authority to enter into and perform the Agreement and these Partner Terms without breaching any third-party obligations; (ii) it will use personnel with the necessary skill and experience to meet the obligations set forth in the Agreement. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LASTPASS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.
7. **LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY UNDER THE AGREEMENT AND THESE PARTNER TERMS IS LIMITED TO THE GREATER OF THE AMOUNT YOU PAID US OR THE AMOUNT WE PAID YOU (DEPENDING ON THE APPLICABLE PROGRAM) IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. ADDITIONALLY, WE HAVE NO LIABILITY FOR YOUR: (i) RESALE OR REFERRAL OF THE SERVICES AFTER ANY NOTICE THAT YOU SHOULD CEASE SUCH ACTIVITY DUE TO A THIRD PARTY CLAIM RELATED TO SUCH SERVICES; (ii) MODIFICATION OF THE SERVICES OTHER THAN AS REQUIRED BY US; OR (iii) CLAIMS ARISING FROM YOUR COMBINATION OF OUR SERVICES WITH ANY NON-LASTPASS PROGRAMS, SERVICES, DATA, HARDWARE, OR OTHER MATERIALS, IF SUCH CLAIM WOULD HAVE BEEN AVOIDED BY USE OF OUR STANDALONE SERVICES.
8. **Audit.** You must maintain complete and accurate books and records consistent with industry standard practices and applicable law in such form and detail as necessary to establish your compliance with the terms of the Agreement and these Partner Terms. During the term of the Agreement and for a period of two (2) years thereafter, we may audit your records and controls with respect to your compliance with the Agreement and these Partner Terms. Any audit is subject to mutual agreement as to the date, time, and place.
9. **Notices; Governing Law; Disputes.** We will send notices to you at an email address you have provided us, at the location of your headquarters, or for updates to the Services subject to a Program, by posting such change in the Portal. The LastPass entity you work with, the address to which you must send notices to us, and the governing law and venue for any dispute between you and us depend on your location, as stated at <https://www.lastpass.com/legal-center/contracting-entities>.
10. **Compliance with Laws.** In performing the Agreement, each party will adhere to industry standards and comply with applicable laws, including anti-bribery regulations and any applicable export regulations and will not engage in any deceptive, misleading, illegal, or unethical practices.
 - a. **Authorizations and Licenses.** Where applicable and necessary to resell, offer, or provide the Services as part of the applicable Program, it is your obligation to: (a) obtain and maintain all requisite licenses or authorizations you

may require to resell or offer, on our behalf or otherwise, our products and services; and (b) take any such actions to keep any such licenses or authorizations in good standing, which may including filings and fees as may otherwise be required to resell or offer our products and services.

- b. **Regulatory and Law Enforcement Support.** You agree to cooperate with LastPass and provide support to us as reasonably requested in order to help us fulfil our legal and/or regulatory obligations owed to any law enforcement, regulatory entity, or other legal and/or governmental agency.

11. **Data Protection.**

- a. **Customer Data.** We will maintain any Customer information to which we have access (“**Customer Data**”) in accordance with our standard Terms of Service or End-User Terms, as applicable, as well as the Data Processing Addendum and Privacy Policy found at <https://www.lastpass.com/legal-center>, in each case, as applicable (“**Legal Terms**”). We reserve the right, where permitted by applicable law, to modify the Legal Terms in our reasonable discretion from time to time. Where relevant to the applicable Program, you will ensure that where you process, access, or store Customer Data or Personal Data, that you do so: (a) under a lawful basis; (b) in compliance with all applicable laws, rules, regulations, and codes of practice; and (c) by employing appropriate technical and organizational measures to protect any such data to which you have access against unauthorized or unlawful processing, and against accidental loss, destruction, or damage, which measures will be at least as protective as those set forth in the applicable Technical and Organizational Measures documentation for the Service in question, available at <https://www.lastpass.com/trust-center/resources>. You agree to notify Customers that the Services are provided by LastPass and that we may process and transfer use, modify, reproduce, and distribute Customer Data in order to provide and operate the Services.

(1) You understand that where you Process Customer Data, with respect to you and us, you are the Controller and we are the Processor. Your and our Processing, where applicable, is subject to the terms and conditions of the Data Processing Addendum available at <https://www.lastpass.com/legal-center/data-processing-addendum>, which you may countersign for your records.

- b. **Breach Notification.** You agree to notify us without undue delay, but in any event within twenty-four (24) hours after becoming aware, of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Confidential Information.

- c. **Data Protection Definitions.**

- (1) “**CCPA**” means the California Consumer Privacy Act, as codified at Section 1798.100 et seq. of the California Civil Code.
- (2) “**Controller**” means the entity which determines the purposes and means of the processing of Personal Data, including, as applicable, any “**Business**” as the term is defined by the CCPA or an equivalent construct under applicable data protection law.
- (3) “**Personal Data**” means any information relating to: (i) an identified or identifiable natural person (e.g., a data subject under GDPR or a Consumer under CCPA); and/or (ii) an identified or identifiable legal entity (e.g., a household under CCPA), in each case, where such information is maintained on behalf of the Controller by the Processor and is protected similarly as personal data, personal information, and/or personally identifiable information under applicable law.
- (4) “**Processing**” means any operation or set of operations which is performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (5) “**Processor**” means any entity which Processes Personal Data on behalf of the Controller, including, as applicable, any “**Service Provider**” as the term is defined by the CCPA or an equivalent construct under applicable data protection law.

12. **General.** Neither party may assign the Agreement or these Partner Terms without the other party's prior written consent, which may not be unreasonably withheld or delayed, except that either party may assign the Agreement, in whole or in part, to its parent company, subsidiary company, or a company under common ownership with it or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its business or assets to which this Agreement relates. If any term of the Agreement is not enforceable, it will be removed and will not affect any other terms. Both parties are independent contractors and nothing in the Agreement creates a partnership, agency, fiduciary, or employment relationship between the parties. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. No party is responsible for any delay or failure to perform under the Agreement due to events beyond its reasonable control (e.g., natural disasters, terrorist activities, activities of third-party service providers, labor disputes, and acts of government), but only while those conditions persist.
13. **Entire Agreement; Signature.** The Agreement replaces any prior agreements or discussions on the subjects they address. The parties have no other agreement on these subjects. The parties accept electronic (including online) signatures as valid and binding. We may update the Agreement from time to time after giving you notice, which may include posting the updated terms online, and we will consider your continued participation in the Program agreement to the updated terms. If we update the commission terms of any commissionable Program, we will give you sixty (60) days' notice, after which the updated commission terms will take effect, as may be set forth in more detail in the Agreement.

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