

These LastPass Terms of Service (“**Terms**”), along with all exhibits, orders forms, policies and addenda incorporated herein, form a legal agreement (collectively the “**Agreement**”) between you or the legal entity you represent (“**Customer**” or “**you**”) and the applicable LastPass contracting entity identified at <https://www.lastpass.com/legal-center/contracting-entities> (“**LastPass**,” “**us**,” or “**we**”), which governs your access to and use of the LastPass products, services and associated software offerings (the “**Service(s)**”). By accepting the Agreement, signing an Order, or using the Services, you agree to be bound by this Agreement and represent that you are of legal age and have the authority to bind the Customer to the Agreement.

## 1. **ACCESS AND USE OF THE SERVICES.**

1.1. **Right to Use Services.** LastPass will provide the Services, and you may access and use the Services, in accordance with this Agreement for business and professional purposes. Customer is responsible for the activities of all end users who access or use the Services through your account and you agree to ensure that any such end users will comply with applicable laws and the terms of this Agreement. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates to this Agreement and you will be liable if your affiliates do not comply with the Agreement.

1.2. **Limitations on Use.** By using our Services, you agree on behalf of yourself and your users not to: (i) modify, prepare derivative works of, reverse engineer, or otherwise attempt to gain access to the source code of our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) store within or transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws or regulations; (vi) harvest, collect, or gather user data without lawful basis (e.g., consent); (vii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (viii) use the Services to commit fraud or impersonate any person or entity.

1.3. **Changes to Services.** We reserve the right to enhance, upgrade, improve, discontinue, or modify our Services as we deem appropriate and in our discretion. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost. If we discontinue Services, your subscription to that Service will be terminated and we will provide you with a pro rata refund of any unapplied, prepaid fees.

1.4. **Proprietary Rights and LastPass Marks.** LastPass and its licensors retain all proprietary right, title and interest in the Services, including all modifications, enhancements and upgrades made thereto, as well as in all trade names, trademarks, logos and other marks (together, the “**LastPass Marks**”) that may be associated with or displayed within the Services. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the LastPass Marks or is similar to any of these.

## 2. **ORDERS, FEES AND PAYMENT.**

2.1. **Orders.** You may place an order (“**Order**”) for Services using our then-current ordering processes. All Orders are effective on the earlier of: (i) the date you submit your online Order; or (ii) the date on the signature block of an executed Order (“**Effective Date**”). Acceptance of your Order may be subject to our account verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-credit card transactions over \$25,000 USD or equivalent unless Customer does not require a Purchase Order as part of its purchasing process.

2.2. **Fees and Payment.** You agree to pay all applicable fees for the Services on the terms set forth in this Agreement or your invoice. Except where otherwise specified herein, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g., your broadband and internet provider) in connection with your use of the Services and for providing us with accurate and current billing, contact, and payment information. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that 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. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals.

2.3. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing or promotional offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion. We reserve the right to update the price for Services at any time and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

2.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within fifteen (15) days of the invoice date. Once resolved, you agree to pay undisputed fees within fifteen (15) days. We may, upon notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting undisputed delinquent amounts.

2.5. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding and similar taxes, tariffs, or fees (collectively, “**Taxes and Fees**”) imposed by any government entity or collecting agency based on the Services, except for those Taxes and Fees based on LastPass’ net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

## 3. **TERM AND TERMINATION.**

3.1. **Term.** This Agreement commences on the Effective Date and continues until the expiration of the subscription term as specified on your Order (“**Initial Term**”). After the Initial Term, to help ensure that you do not experience any interruption of services, the Services will by default automatically renew for additional twelve (12) month periods (each, a “**Renewal Term**”), unless either party provides notice of non-renewal at least thirty (30) days before the current subscription term expires. You may provide notice of non-renewal at **Error! Hyperlink reference not valid.** We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order.

3.2. **Termination for Cause.** Either party may terminate the Agreement: (i) if the other party breaches its material obligations and fails to cure within thirty (30) days of receipt of written notice; or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach Section 1.2, 4.1, 4.3, or 5.

3.3. **Effect of Termination.** If the Agreement or any Services are terminated, your account may be converted to a “free” or “basic” version of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed thirty (30) days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. To the extent permitted by applicable law, neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. Terminating specific Services under an Order does not affect the subscription term(s) of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

#### 4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** You retain all rights to your files, documents, or similar data you or your end users may upload or input (e.g., manually or via optional functionality such as password save and fill) to your LastPass vault or account in connection with your use of the Services (“**Content**”). You represent and warrant that: (i) you have the right to upload or otherwise share Content with us; and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party or violate any applicable laws pertaining to the Content. You agree to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. LastPass may use, modify, reproduce, display, and distribute your Content in order to provide and operate the Services and only(x) as authorized or instructed by you or your users in accordance with this Agreement or in any other agreement between the parties; or (y) as required to comply with our policies, applicable law or governmental request.

##### 4.2. **Your Privacy and Security.**

4.2.1. *Information Security and Certifications.* LastPass agrees to maintain appropriate organizational, administrative, and technical safeguards designed to protect your Content against any unauthorized access, loss, misuse, or disclosure, in accordance with industry standards. Additional information about LastPass’ technical and organizational security measures (“TOMs”), including, but not limited to, encryption use and standards, retention periods, and other helpful information can be found in our Trust & Privacy Center (<https://www.goto.com/company/trust>), along with information regarding our independent third-party security audits and certifications.

4.2.2. *Data Privacy.* While providing the Services to you, LastPass agrees handle your Content and any associated personal data we may collect and/or process on your behalf in a responsible manner. You can visit our Trust & Privacy Center (<https://www.goto.com/company/trust/privacy>) to review additional information about LastPass’ comprehensive privacy program, third-party privacy frameworks, privacy policies, and applicable data processing locations and Sub-Processor Disclosures. You understand that when using our Services or interacting with our websites your personal data may be processed via equipment and resources located in the United States and other locations throughout the world. When providing our Services, LastPass acts as a data processor, service provider, or the equivalent construct. To review and execute LastPass’ Data Processing Addendum (“DPA”), please visit <https://www.lastpass.com/legal-center>.

4.3. **Your Accounts.** You are solely responsible for: (i) all use of the Services by you and your end users; (ii) maintaining lawful basis for the collection, use, processing, and transfer of Content; and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you agree to keep all usernames and passwords, including your master password, confidential. LastPass is not liable for any loss that you may incur if you fail to properly secure your master password or account. We may suspend your access to the Services or terminate this Agreement if you or your end users are found to be using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. NOTE THAT, WHERE APPLICABLE, WE DO NOT STORE OR HAVE ACCESS TO YOUR MASTER PASSWORD, AND IF YOUR MASTER PASSWORD IS LOST, STOLEN, OR FORGOTTEN, WE CANNOT RETRIEVE YOUR MASTER PASSWORD AND YOU MAY BE UNABLE TO UNLOCK OR ACCESS YOUR ACCOUNT.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access, and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. You acknowledge that the Services are subject to export control and trade sanctions laws in the United States and other countries. You and your end users may not access, use, export, or disclose any portion of the Services in violation of applicable export control and sanctions laws. Specifically, you represent and warrant that you and your end users: (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that you and your end users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; and (b) are not identified, and are not owned or controlled by any persons identified, on any U.S. government lists which would prohibit

you from receiving the Services. Where required to fulfill our legal obligations under applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in the Agreement, we may immediately terminate the Agreement if we have reason to believe that you have failed to comply with applicable law.

6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL MATERIALLY CONFORM TO THE DOCUMENTATION WE MAKE UNIFORMLY AVAILABLE TO ALL VISITORS TO OUR WEBSITE AND APPLICABLE TO ALL LASTPASS USERS, RELATING TO THE OPERATION AND USE OF THE SERVICES. WE DO NOT REPRESENT OR WARRANT THAT: (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS; OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY UNAPPLIED, PREPAID, FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING SUBSCRIPTION TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR 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, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS.

7. **INDEMNIFICATION.** You will indemnify and defend us against any third party claim resulting from a breach of Section 1.2, 4.1 or 4.3, or any claims alleging that any of your Content infringes upon any patent, trademark or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

8. **LIMITATION ON LIABILITY.**

8.1. **LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHER SUCH DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OR CORRUPTION OF FILES OR DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

8.2. **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. **ADDITIONAL TERMS.**

9.1. **Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time, and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period and access to the Services will terminate: (i) at the end of the Trial Period stated in your Order; (ii) if no date is specified, thirty (30) days after your initial access to the Services; or (iii) or upon your conversion to a paid subscription. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials at any time without notice.

9.2. **Third Party Services.**

9.2.1. Services may provide the capability for you to link to or integrate with third-party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third-party services and your use is governed solely by the terms for those services.

9.2.2. Any third-party services we have sold to you are subject to this Agreement, including any additional terms specific to those services that we may provide. Unless otherwise specified herein, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third-party services we have sold to you.

9.3. **Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary

and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered “AS-IS”, and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using Beta Services, you agree and acknowledge that, as a condition of your participation, you will receive related correspondence and updates from us. If you provide feedback (“**Feedback**”) about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

9.4. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.

9.5. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services. If we do so, we will, to the extent practicable, provide you notice, and take actions designed to promptly resolve any security issues and restore the Services.

9.6. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities, which include but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.

9.7. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party’s prior written consent, which shall not be unreasonably withheld, and any attempted assignment without consent will be considered null and void. However, LastPass may assign the Agreement, in whole or in part, to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, divestiture or sale of all or substantially all of its business or assets to which this Agreement relates. The Agreement will bind and inure to the benefit of each party’s successors or assigns.

9.8. **Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 333 Summer Street, Boston, Massachusetts 02210 USA, and we will send notices to the address last designated on your account. Notice is given: (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent; (c) for registered or certified mail, on the fifth business day after notice is sent; (d) for email, when the email is sent; or (e) if posted electronically, upon posting.

9.9. **Survival.** The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Your Content and Accounts), 7 (Indemnification), 8 (Limitation on Liability), 9.4 (No Class Actions), 9.7 (Notices), and 9.10 (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

9.10. **Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between you and LastPass relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, these Terms, or any DPA, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.lastpass.com/legal-center/terms-of-service>. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms.

9.11. **General Terms.** If any term of this Agreement is not enforceable, it will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary, or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to any events or circumstances that are outside the impacted party’s control or that the parties could not have reasonably anticipated (e.g., natural disasters; terrorist activities, activities of third party service providers, labor disputes; acts of government, etc.), but only for so long as those conditions persist and the party suffering from any such conditions uses reasonable efforts to mitigate against the effects of such conditions.

9.12. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The LastPass contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you have ordered, as set forth at <https://www.lastpass.com/legal-center/contracting-entities>.

*Last Updated: August 2022 (2022.v1.0)*