

*Based on European Commission Decision 2010/87/EU
Standard Contractual Clauses (processors)*

This Data Processing Addendum ("DPA") supplements any current Terms of Service or other agreement ("Commercial Agreement") in place between LogMeIn USA, Inc., (and/or any other applicable entity(ies) listed on Exhibit 1 to the extent they are considered data importers under the SCC 2010, as defined below) ("LMI") and the customer executing below ("Customer"), in reliance on the following facts and agreed terms. All capitalized terms not defined in this DPA or the exhibits attached hereto shall have the meaning set forth in the Commercial Agreement:

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Attachment 1 (including Appendices 1, 2 and 3)
2. This DPA has been pre-signed on behalf of LMI. The Standard Contractual Clauses in Attachment 1 have been pre-signed by LMI.
3. To complete this DPA, Customer must:
 - i. Complete the information in the signature box to this DPA, sign and date (**page 2**)
 - ii. Complete the information regarding the data exporter on the first page of Attachment 1 (**page 3**)
 - iii. Complete the information in the signature box and sign Attachment 1 (**page 7**), and Appendix 1 (**page 8**)
 - iv. Submit the completed and signed DPA to LMI.

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Commercial Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, LMI is party to this DPA. No other LMI entity is party to this DPA, notwithstanding the pre-filled signature below.

If the Customer entity signing this DPA has executed an order form or similar ordering document for SaaS services ("Order Form") with LMI or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and LMI is party to this DPA.

This DPA shall replace and supersede any prior agreement entered into between the parties relating to the processing of the types of Customer data identified below.

A. LMI provides the products, solutions and services set forth in the Commercial Agreement (together, "Solutions"). LMI and Customer desire to enter into this DPA to define the parties' obligations with respect to the processing of personal data ("EEA+ Data") relating to data subjects in the European Economic Area and Switzerland ("EEA+ Data Subjects").

B. In order to enable Customer to meet requirements under applicable data protection laws pursuant to Articles 25(1) and 26(1) of Directive 95/46/EC of 24 October 1995, the parties hereby agree on the attached Standard Contractual Clauses (processors) ("SCC 2010") which shall supersede any conflicting terms in the Commercial Agreement and Sections A through E of this DPA if and to the extent EEA+ Data Subjects assert rights as third party beneficiaries regarding their EEA+ Data. LMI assumes all rights and obligations as 'data importer' and may terminate the SCC 2010 only if and when the Commercial Agreement expires or is terminated or if LMI offers alternative means to Customer to meet requirements under applicable law. Customer assumes all rights and obligations as 'data exporter' and may terminate the SCC 2010 at Customer's discretion by written notice to LMI. For the avoidance of doubt, upon the in-force date of 25 May 2018, Appendix 3 shall supplement the SCC 2010 and apply to the parties obligations herein, in order to comply with the General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR").

C. The Commercial Agreement and Sections A through E of this DPA shall apply only between the parties and shall not confer any rights to any third parties. With respect to the rights and obligations of the parties vis-à-vis each other, and if and to the extent either party asserts rights or remedies against the other party, the Commercial Agreement and Sections A through E of this DPA shall supersede and take precedent over any conflicting terms in the SCC 2010.

D. Customer has instructed or authorized the use of subprocessors to assist LMI with respect to the performance of LMI's obligations under the Commercial Agreement on the condition that LMI has executed a written agreement with such subprocessors whereby the subprocessors assume all obligations of a subprocessor under the SCC 2010 or stricter or materially similar obligations, as permitted or required by applicable law.

E. With respect to requests for audits as required by applicable provisions of the SCC 2010, prior to commencement of any such audit, LMI and Customer shall mutually agree upon the scope, timing and duration of the audit, as well as the applicable fees for reimbursement of reasonable expenses associated with the audit. If the parties are unable to mutually agree on such payments, requests or instructions, Customer may terminate the Commercial Agreement, subject to payment of any outstanding fees owed for services provided and/or products purchased prior to termination of the Commercial Agreement.

Agreed by Customer:

Agreed by LMI:

By: _____

By: _____

Name:

Name: Anthony Bishop

Title:

Title: Vice President, Deputy General Counsel

Date

Date

[Remainder of page intentionally left blank]

SAMPLE

ATTACHMENT 1
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:.....

Address:

Tel.:; fax:

e-mail:.....

(the data **exporter**)

And

Name of the data importing organisation: LogMeIn USA, Inc. and/or any other applicable entity(ies) listed on Exhibit 1 to the extent they are considered data importers under the SCC 2010.

Address: 333 Summer Street, Boston, MA 02210 USA

Tel.: +1-781-897 5580; fax: 1.781.437.1820; e-mail: DPA@logmein.com

(the data **importer**)

each a "party"; together "the parties",
HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement

with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses¹. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Signature.....

On behalf of the data importer:

Name (written out in full): Anthony Bishop

Position: Vice President, Deputy General Counsel

Address: 333 Summer Street, Boston, MA 02210 USA

Signature.....

¹ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased the Solutions on the basis of one or more Order Form(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

LMI is a provider of solutions that enable its customers and their employees to work from any location from any device, and such solutions may processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Subscribers/users
- Employees or contact persons of data exporter’s prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)

Categories of data

The personal data transferred concern the following categories of data (please specify):

In using the solutions, data exporter may submit Personal Data, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to: first and last name; title; position; employer; communication data, inventory data, and traffic data (e.g. telephone, email); data uploaded to the solution; limited contact information; and possibly professional life information such as compensation information, geography, and some ID data such as employee number.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

The parties do not anticipate any special categories of information will be provided.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is in furtherance of servicing the customer and the performance of the Solutions pursuant to the Agreement.

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name: Anthony Bishop, Vice President, Deputy General Counsel

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data, as described in the Technical and Organizational Data Security Measures and as may be applicable, as updated from time to time, and accessible via <https://secure.logmein.com/home/policies/technical-measures>.

SAMPLE

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).

Data importer and applicable subprocessor(s) shall comply with applicable requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on data processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees, warrants and represents that it:

(a) processes the personal data only on documented instructions from the controller (which shall be as specified or outlined in any written agreement agreed to by and between the parties), including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controllers obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law (or other applicable law) requires storage of the personal data;

(h) makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

(i) provides notification as required by the GDPR and any other applicable law regarding any loss or breach of security of the personal data.

(j) complies with this Appendix 3, the GDPR and applicable law until termination of services and upon termination, at controller's choice and written request: (1) destroy all personal data processed and any copies thereof and certify to controller on request having done so; or (2) return all personal data held or processed by data importer as a processor and copies thereof to controller.

(k) monitors and self-audits its own compliance with its applicable obligations under the GDPR at least annually.

Exhibit I

The LMI contracting entities identified at the following webpage, as applicable, may be a party to this DPA:
<https://www.logmeininc.com/legal/contracting-entities>

NOTE: This list may be updated, from time to time, as made available publicly on LMI's websites. Further, LogMeIn may assign this DPA to an affiliated company or as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of the assets to which this DPA relates.

Updated April 2018

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