



## DATA PROCESSING ADDENDUM

Revised: September 24, 2021

This Data Processing Addendum (“**DPA**”) supplements and forms part of the Terms of Service or other written or electronic agreement between LogMeIn and Customer for the purchase of online services from LogMeIn (hereinafter defined as “**Services**”) (the “**Agreement**”). The Processor for provision of the Services on behalf of the LogMeIn Group shall be the applicable LogMeIn contracting entity identified [here](#) and at <https://www.logmeininc.com/legal/contracting-entities> (in each case, referred to in this DPA as “**LogMeIn**”). This DPA reflects the Parties’ agreement with respect to LogMeIn’s Processing of Customer Content, including any Personal Data contained therein, on behalf of Customer while Customer makes use of the LogMeIn Services. The Customer enters this DPA on behalf of itself, and to the extent required under Data Protection Laws and Regulations, on behalf of its Authorized Affiliates, to the extent such entities qualify as a Controller. As used herein, any references to the: (a) “Customer” shall include Customer and its Authorized Affiliates; and (b) “Agreement” will be construed as including this DPA. All capitalized terms not defined herein shall have the meaning given to them in the Agreement. This DPA consists of distinct parts: the main body of the DPA, and, as applicable, Schedules 1, 2, 3, and 4. By executing this DPA, LogMeIn and Customer agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### HOW TO EXECUTE THIS DPA

To execute this DPA, Customer must:

1. Complete the information in the signature box and sign on Page 5; and
2. Send the completed and signed DPA to LogMeIn by email to [DPA@logmein.com](mailto:DPA@logmein.com). Such DPA shall become legally binding upon receipt (provided that the terms of the DPA have not been supplemented, overwritten, or otherwise modified).

Customer and LogMeIn’s signature on Page 5 of this DPA shall constitute signature and acceptance of the Standard Contractual Clauses and their Appendices (as populated by the information located in this DPA and its Schedules), to the extent that the Standard Contractual Clauses are applicable and required for the lawful transfer and Processing of Personal Data.

### HOW THIS DPA APPLIES

This DPA is executed by and between the Parties. Customer’s Authorized Affiliates will also be covered by this DPA, provided that Customer is responsible for the acts and omissions of its Authorized Affiliates. For the avoidance of doubt, the Customer entity that is the contracting party to the Agreement shall, on behalf of itself and its Authorized Affiliates: (a) remain responsible for coordinating, making, and receiving all communication with LogMeIn under this DPA; and (b) exercise any rights herein in a combined manner with LogMeIn under this DPA.

### DATA PROCESSING TERMS

#### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which: (a) are subject to Data Protection Laws and Regulations; and (b) are authorized by Customer to use the Services pursuant to the Agreement between Customer and LogMeIn, but have not signed their own Order Form with LogMeIn and are not otherwise a “Customer” as defined under the Agreement.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer Content**” means any files, documents, recordings, chat logs, transcripts, and similar data that LogMeIn maintains on Customer and/or its end-users’ behalf, as well as any other information Customer or its users may upload to Customer’s Service account in connection with the Services.

“**Data Protection Laws and Regulations**” means all laws and regulations, including the laws and regulations of Brazil, the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States and its states, in each case, to the extent applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means, as applicable: (i) the identified or identifiable person to whom Personal Data relates as defined by Data Protection Laws and Regulations; and/or (ii) a “Consumer” as the term is defined in the CCPA.

“**Data Subject Request**” means a request from a Data Subject to exercise their right: (i) of access; (ii) of rectification; (iii) of restriction of processing; (iv) of erasure (e.g., a “right to be forgotten”); (v) of data portability; (vi) to know any first- or third-party sharing activities; (vii) to know LogMeIn’s relevant processing activities; (viii) to review the consequences of any objections or consent withdrawals; (ix) to not be subject to automated individual decision making; and/or (x) to object to the processing.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**LGPD**” means Brazil Law No. 13.709, the General Law on Protection of Personal Data, as amended.

“**LogMeln Group**” means LogMeln and its Affiliates engaged in the Processing of Personal Data in connection with providing the Services to Customer.

“**Party**” or “**Parties**” means either the applicable Customer or LogMeln entit(ies) individually, or together the Parties, who have entered into the Agreement and this DPA.

“**Personal Data**” means any information relating to: (i) an identified or identifiable natural person (e.g., a Data Subject or Consumer); 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 within its Services environment and is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws and Regulations.

“**Processing**” means any operation or set of operations which is performed upon 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.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including, as applicable, any “Service Provider” as the term is defined by the CCPA.

“**Security and Privacy Operational Controls**” means the applicable technical and organizational measures defined in the Security and Privacy Operational Controls (SPOC) documentation located in Schedule 4 of this DPA.

“**Standard Contractual Clauses**” means the standard contractual clauses, also known as “SCCs,” attached to the European Commission’s Implementing Decision (EU) 2021/914 found at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj).

“**Sub-processor**” means any Processor engaged by LogMeln to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA or a member of the LogMeln Group.

“**Supervisory Authority**” means an independent public authority established under applicable law to oversee compliance with Data Protection Laws and Regulations.

## 2. PROCESSING OF PERSONAL DATA

**2.1 Roles of the Parties.** The Parties agree that with regard to the Processing of Personal Data by LogMeln on behalf of Customer, Customer is the Controller, LogMeln and members of the LogMeln Group are the Processors or Sub-processors (as the case may be), and that LogMeln and/or members of the LogMeln Group will engage Sub-processors as further detailed in Section 5 (Sub-processors) below. For the avoidance of doubt, the LogMeln entity serving as Processor has been identified in the introductory (first) paragraph of this DPA and the other members of the LogMeln Group which serve as Sub-processors are identified in the Affiliate Sub-processor Disclosure referenced in the attached Schedule 1.

**2.2 Customer’s Responsibilities.** When using the Services, Customer shall Process Personal Data in accordance with Data Protection Laws and Regulations, including maintaining lawful basis (e.g., consent) and rights to use and provide Personal Data, as part of Customer Content. Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations.

**2.3 LogMeln’s Responsibilities.** LogMeln shall treat Customer’s Personal Data in a confidential manner, consistent with Section 6 of this DPA, and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions, which are deemed given, for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. As required under Article 28 of the GDPR, to the extent such Processing of Personal Data includes transfers of Personal Data to a third country or an international organization as legally required by European Union or Member State law to which LogMeln is subject, LogMeln shall inform the Customer of that legal requirement before initiating Processing, unless the applicable European Union or Member State law prohibits such information on important grounds of public interest. LogMeln shall immediately inform Customer if, in its opinion, it believes that any instructions of Customer conflict with or infringe the requirements of Applicable Data Protection Laws and Regulations.

**2.4 Processing Details.** The categories of Data Subjects, categories of Personal Data transferred, sensitive data transferred (if applicable), frequency of the transfer, nature and purpose of Personal Data transfer and Processing, retention of Personal Data, and subject matter of the Processing are specified in Schedule 2 (Description of the Transfer) to this DPA.

## 3. RIGHTS OF DATA SUBJECTS

Unless legally prohibited from doing so, LogMeln shall promptly notify Customer and/or direct the applicable Data Subject to Customer in the event that it receives a Data Subject Request. Taking into account the nature of the Processing, LogMeln shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to requests related to a Data Subject’s rights under Data Protection Laws and Regulations.

#### 4. LOGMEIN PERSONNEL

LogMeIn shall ensure that its personnel engaged in the Processing of Personal Data are: (a) informed of the confidential nature of the Personal Data and have executed written confidentiality agreements; (b) have received appropriate training on their responsibilities, specifically pertaining to security and privacy measures; and (c) only have access to Personal Data to the extent reasonably determined to be necessary in order to perform any obligations, responsibilities, or duties as further specified in this DPA and the Agreement. Further, to the extent permitted by applicable law, LogMeIn shall ensure that the confidentiality obligations specified in this Section 4 shall survive the termination of the personnel engagement.

#### 5. SUB-PROCESSORS

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that: (a) LogMeIn's Affiliates may be retained as Sub-processors; and (b) LogMeIn and its Affiliates may engage third-party Sub-processors in connection with the provision and operation of the Services. Prior to engaging any Sub-processors (whether a third-party or LogMeIn Affiliate), LogMeIn or a LogMeIn Affiliate shall carry out appropriate due diligence on the Sub-processor and enter into a written agreement with each Sub-processor which provides for sufficient guarantees from the Sub-processor to implement appropriate technical and organizational measures containing the same level of data protection obligations with respect to the protection of Customer Content in such a manner that the processing will meet the requirements of applicable Data Protection Laws and Regulations.
- 5.2 Current Sub-processors and Notice of New Sub-processors.** Customer approves the Sub-processors referenced in [Schedule 1](#) of this DPA. LogMeIn or a LogMeIn Affiliate may remove, replace or appoint suitable and reliable (further) Sub-processors at its own discretion in accordance with this Section 5.2 and Section 5.3. LogMeIn's most up-to-date list of Sub-processors utilized for the Services and their geographic location ("**Sub-processor Disclosure**") may be found at LogMeIn's [Trust and Privacy Center](#) (also accessible via [www.logmein.com/trust](http://www.logmein.com/trust) under the "Product Resources" tab). LogMeIn shall inform Customer of any new Sub-processors by providing an updated disclosure on its Trust and Privacy Center at [www.logmein.com/trust](http://www.logmein.com/trust) as well as via e-mail no less than fifteen (15) business days before authorizing such Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. To enable receipt of such e-mail notifications, Customer may subscribe [here](#) (also available at <https://lp.logmeininc.com/sub-processor-preference.html>).
- 5.3 Objection Rights.** Customer may, in good faith, reasonably object to LogMeIn's or LogMeIn Affiliate's use of a new Sub-processor by notifying LogMeIn promptly in writing (e-mail acceptable) within fifteen (15) business days after LogMeIn's notice in accordance with the mechanism set out in Section 5.2. Such notice shall explain the Customer's good faith, reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, LogMeIn will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If the Parties are unable to resolve such objection or LogMeIn is otherwise unwilling to resolve or make available such change within a reasonable period of time, Customer may terminate the applicable Order Form(s) with respect to those Services which cannot be provided by LogMeIn without the use of the objected-to new Sub-processor by providing written notice to LogMeIn. LogMeIn will refund Customer any prepaid, unused, fees covering the remainder of the term of such Order Form(s) following the effective date of termination solely with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** LogMeIn shall be liable for the acts and omissions of its Sub-processors to the same extent LogMeIn would be liable if performing the applicable Sub-processor services directly under the terms of this DPA.

#### 6. SECURITY

- 6.1 Protection of Customer Content.** Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, LogMeIn shall implement and maintain appropriate technical and organizational measures for protection of the security (including protection against a Security Incident, as defined below), confidentiality, and integrity of Customer Content, as set forth in the applicable Security and Privacy Operational Controls ([Schedule 4](#)). LogMeIn regularly monitors compliance with these measures and will not take any action to, intentionally or negligently, materially decrease the overall security of the Services during a subscription term.
- 6.2 Third-Party Certifications and Audits.** LogMeIn shall make available to the Customer all information necessary to demonstrate compliance with its obligations under applicable Data Protection Laws and Regulations by making available, upon Customer's request and no more than once annually: (a) any written technical documentation that LogMeIn makes available or generally provide to its customer base; and (b) information regarding LogMeIn's compliance with the obligations in this DPA, in the form of applicable third-party certifications and/or audits [including those specified in the applicable Security and Privacy Operational Controls available on LogMeIn's [Trust and Privacy Center](#) (also accessible via [www.logmein.com/trust](http://www.logmein.com/trust) under the "Product Resources" tab)]. Where required under Data Protection Laws and Regulations, the preceding may also include relevant information and documentation about LogMeIn's Sub-processors, to the extent such information is available and may be distributed by LogMeIn. Should additional audit activities be deemed reasonably necessary, for example if there is: (i) a requirement under Data Protection Laws and Regulations; (ii) a Security Incident; (iii) a material adverse change or reduction to

the relevant data protection practices for LogMeIn's Services; and/or (iv) a breach of the material terms of this DPA, Customer may contact LogMeIn to request an audit by the Customer directly or another auditor appointed by the Customer of the procedures relevant to the protection of Personal Data under this DPA. Before the commencement of any such audit, Customer and LogMeIn shall mutually agree upon the scope, timing, duration, and/or reimbursable expenses (if any and solely to the extent permitted by Data Protection Laws and Regulations) of the audit. Customer shall: (a) promptly provide LogMeIn with information regarding any non-compliance discovered during the course of an audit; and (b) use best efforts to minimize interference with LogMeIn's business operations when conducting any such audit.

**6.3 Data Protection Impact Assessment.** If, pursuant to Data Protection Laws and Regulations, Customer is required to perform a data protection impact assessment, prior consultation with a Supervisory Authority having appropriate jurisdiction, privacy impact assessment, or the equivalent construct, in connection with their use of the Services provided by LogMeIn under this DPA, LogMeIn shall provide reasonable cooperation and assistance to Customer in helping to fulfill these obligations, to the extent such information is available to LogMeIn.

## 7. NOTIFICATIONS REGARDING CUSTOMER CONTENT

LogMeIn maintains security incident management policies and procedures, as further specified in the Security and Privacy Operational Controls, and shall notify Customer, without undue delay, of any actual breach of its security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content, including any Personal Data therein, transmitted, stored or otherwise Processed by LogMeIn or its Sub-processors of which LogMeIn becomes aware (a "Security Incident"). Notification provided under this Section 7 shall not be interpreted or construed as an admission of fault or liability by LogMeIn. LogMeIn shall make reasonable efforts to identify the cause of such Security Incident and take those steps as LogMeIn deems necessary and reasonable in order to remediate the cause of such a Security Incident to the extent the remediation is within LogMeIn's reasonable control. Additionally, LogMeIn shall provide Customer with relevant information about the Security Incident, as reasonably required to assist the Customer in ensuring Customer's compliance with its own obligations under Data Protection Laws and Regulations, such as to notify any Supervisory Authority or Data Subject in the event of a Security Incident.

## 8. DELETION AND RETURN OF CUSTOMER CONTENT

Following the termination or expiration of the Customer's Agreement, the Customer's discontinuation of the use of their LogMeIn account (whether free or paid), or earlier upon Customer's written request, LogMeIn shall delete and make irretrievable Customer Content, including any Personal Data therein, unless European Union law or Member State law requires or permits further storage of such Customer Content and/or other Personal Data. Automatic data retention periods shall be in accordance with the procedures and timeframes specified in the applicable Security and Privacy Operational Controls. LogMeIn shall certify the deletion of Customer Content and, upon request, shall provide proof of such certification. Additionally, upon Customer's written request, LogMeIn shall either return, or otherwise direct Customer on how to conduct a self-service data export (where available), any Customer Content or other Personal Data retained by LogMeIn to Customer or Customer's representatives.

## 9. LIMITATION OF LIABILITY

Each Party's and all of its Affiliates' liability, in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and LogMeIn, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference to the liability of a Party means the total liability of that Party and all of its Affiliates under the Agreement and all DPAs together.

## 10. EUROPEAN-SPECIFIC PROVISIONS

The following provisions shall apply to the extent that: (i) Customer is located in the European Union/European Economic Area; or (ii) is located outside of the European Union/European Economic Area but remains subject to the GDPR:

**10.1 GDPR.** To the extent LogMeIn Processes Personal Data on behalf of Customer, it shall do so in accordance with the requirements of GDPR directly applicable to LogMeIn in the provision of its Services.

**10.2 Standard Contractual Clauses.** The Standard Contractual Clauses shall apply in addition to the DPA for any transfers of Personal Data under this DPA from the European Union, the European Economic Area, and/or Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories. The Standard Contractual Clauses, pursuant to this Section 10.2, shall be structured as follows: (i) Module Two (Controller to Processor) terms shall apply and Modules One, Three, and Four shall be deleted in their entirety; (ii) Clause 7 shall be deleted in its entirety and the Parties may add additional entities to this DPA by executing an additional DPA, as made available at [www.logmein.com/legal](http://www.logmein.com/legal); (iii) in Clause 9, Option 2 shall apply (as detailed in Section 5 of this DPA); (iv) in Clause 11, the optional independent dispute resolution body that LogMeIn makes available to Data Subjects at no cost is provided through TrustArc, a third-party privacy firm, at <https://feedback-form.truste.com/watchdog/request>; (v) in Clause 17, Option 1 shall apply and the Standard Contractual Clauses shall be governed by Irish law; (vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland; and (vii) the Annexes of the EU Standard Contractual Clauses shall be populated with the information set out in the Schedules to this DPA.



**10.3 Alternative Data Transfer Mechanism.** For the avoidance of doubt, should the transfer mechanism identified in Section 10.2 be deemed invalid by a Supervisory Authority or court with applicable authority, the Parties shall endeavor in good faith to negotiate an alternative mechanism (if available and required) to permit the continued transfer of Personal Data.

**11. CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**

For Customers and/or Data Subjects who are residents of the State of California, LogMeIn shall not: (a) sell any Personal Data; or (b) receive any Personal Data as consideration for any services or other items provided or performed by LogMeIn as a Service Provider under this Agreement. LogMeIn shall not collect, retain, share or use any Personal Data except as necessary for a business purpose pursuant to a written contract (i.e., to provide and operate the LogMeIn services) and subject to the restrictions specified in Section 1798.140 (v) of the CCPA. LogMeIn agrees to refrain from taking any action that would cause any transfers of Personal Data to or from Customer to qualify as "selling personal information" under the CCPA or any other similar applicable privacy laws.

**12. APEC PRIVACY RECOGNITION FOR PROCESSORS**

LogMeIn and the LogMeIn Group have obtained the Asia-Pacific Economic Cooperation ("APEC") Privacy Recognition for Processors ("PRP") certification and shall Process Personal Data, where applicable, in accordance with the obligations and responsibilities of a Processor under the APEC Privacy Framework.

**13. BRAZILIAN GENERAL DATA PROTECTION LAW (LGPD)**

For Customers and/or Data Subjects who are residents of the Federal Republic of Brazil, LogMeIn shall, where applicable: (a) provide its Services under the express obligations imposed by the LGPD on a Data Processor for the benefit of a Data Controller; and (b) as required under Articles 33 through 36 of the LGPD, transfer Personal Data on the basis of the Standard Contractual Clauses, as modified in accordance with the LGPD.

**14. INTERNATIONAL TRANSFERS**

For applicable jurisdictions outside of the European Economic Area, the Standard Contractual Clauses and/or standard contractual clauses that may be approved by a European Commission decision shall be utilized where required and/or permitted for the lawful transfer of Personal Data, provided that such terms shall be amended to align with Data Protection Laws and Regulations, as well as to reflect the appropriate LogMeIn contracting entity, choice of law, and location of disputes.

**15. LEGAL EFFECT AND CONFLICT**

This DPA shall become legally binding between Customer and LogMeIn upon execution of the Agreement. Once effective, this DPA shall be incorporated into and form part of the Agreement or applicable Order Form. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the Parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail.

**List of Schedules:**

Schedule 1: Approved Sub-Processors

Schedule 2: Description of the Transfer

Schedule 3: Provisions Related to the Standard Contractual Clauses

Schedule 4: Technical and Organizational Measures

The Parties' authorized signatories have duly executed this Agreement:

[SIGNATURE BLOCK REMOVED]

To request an executable copy of the DPA in lieu of electronically signing the form available at <https://powerforms.docuSign.net/87db4c61-3929-4ccb-ab58-b202e064c4a1?accountId=2fc7f537-ce47-40f9-98aa-629bc5e58f4a&env=www>, please email [dpa@logmein.com](mailto:dpa@logmein.com).

## SCHEDULE 1 - APPROVED SUB-PROCESSORS

Last Updated: September 24, 2021

Customer authorizes the Sub-processors disclosed via the applicable hyperlinks below and in the [Trust & Privacy Center](#) (also accessible in the Product Resources section at <https://www.logmeininc.com/trust/resource-center>) to provide and operate the LogMeIn Services to which they have subscribed under their Agreement:

- [LogMeIn's Affiliate Sub-processor Disclosure](#)
- Unified Communications and Collaboration
  - [GoToMeeting / GoToWebinar / GoToTraining](#)
  - [Grasshopper](#)
  - [GoToConnect](#)
  - [join.me](#)
- Remote Support Group
  - [Central / Pro](#)
  - [GoToAssist / GoToAssist Corporate](#)
  - [GoToAssist Remote Support \(formerly, RescueAssist\)](#)
  - [GoToMyPC](#)
  - [LogMeIn Rescue / Rescue Live Lens / Rescue Live Guide](#)
- Identity Group
  - [LastPass](#)

## SCHEDULE 2 - DESCRIPTION OF THE TRANSFER

### Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer 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 Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users (who are natural persons) authorized by Customer to use the Services

### Categories of Personal Data Transferred

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

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- Device identification data and traffic data (e.g. MAC addresses, web logs, etc.)
- Professional life data
- Personal life data
- Localisation data

### Sensitive Data Transferred (If Applicable)

The Parties do not anticipate that any sensitive data will be transferred. However, it is possible for the Customer to choose to submit sensitive data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and for which relevant safeguards are specified in [Schedule 4](#) herein.

### Frequency of the Transfer

The frequency, type, nature, and purpose of the data transfer will be dependent upon the Customer's individual use case (i.e., transfer frequency may be continuous and/or may be limited in time to a specific session or event).

### Nature and Purpose of Personal Data Transfer and Processing

LogMeIn will Process and transfer Personal Data, in its capacity as a Processor, and engage Sub-processors, as necessary to perform and operate the Services pursuant to the Agreement, as further specified in the applicable Sub-Processor Disclosure ([Schedule 1](#)) and Security and Privacy Operational Controls documentation ([Schedule 4](#)), and to the extent further instructed by Customer through its use of the Services.

### Retention of Personal Data

LogMeIn will Process and retain Personal Data, in its capacity as a Processor, for the duration of the Agreement (as further specified in the Security and Privacy Operational Controls), unless otherwise agreed upon in writing.

### Subject-Matter of the Processing

LogMeIn provides, directly and through its Sub-processors, a portfolio of cloud-based communication and collaboration, identity and access, and customer engagement and support solutions. The objective and subject of the Processing of Personal Data by LogMeIn, as a Processor, is servicing Customer and providing, supporting, and operating the provision of the Services.

**SCHEDULE 3 – PROVISIONS RELATED TO THE STANDARD CONTRACTUAL CLAUSES**

**Identified Parties and Competent Supervisory Authority**

**Data Exporter**

Name: Customer and its Authorized Affiliates established within the European Economic Area and/or Switzerland.

Address: The Customer address identified on the relevant order documentation or Order Form, as applicable.

Contact Person's Name, Position, and Contact Details: Customer's primary contact, position, and details as identified on the relevant order documentation or Order Form, as applicable.

Activities Relevant to the Data Transferred Under the Standard Contractual Clauses: Customer (data exporter) procures LogMeIn's (data importer) Services in the fields of cloud-based unified communication and collaboration, identity and access, and/or customer engagement and support.

Role: Data Controller

Competent Supervisory Authority: The supervisory authority of the EEA Member State in which Customer is established or, if Customer is not established in the EEA, the EEA Member State in which Customer's representative is established or in which Customer's end-users or customers are predominantly located.

**Data Importer**

Name: The name of the specific LogMeIn importing organization shall be as follows:

| <b>Country</b>                             | <b>LogMeIn Entity (as applicable)</b>                                                        |
|--------------------------------------------|----------------------------------------------------------------------------------------------|
| <i>United States</i>                       | LogMeIn, Inc.<br>LogMeIn USA, Inc.<br>LogMeIn Communications, Inc.<br>Grasshopper Group, LLC |
| <i>Ireland (outside of the EEA and EU)</i> | LogMeIn Ireland Unlimited Company<br>LastPass Ireland Limited                                |

Address: please see <https://www.logmeininc.com/legal/contracting-entities>.

Contact Person's Name, Position, and Contact Details: LogMeIn Privacy Team, tel.: 781-897 5580; e-mail: DPA@logmein.com

Activities Relevant to the Data Transferred Under the Standard Contractual Clauses: LogMeIn provides a portfolio of cloud-based unified communication and collaboration, identity and access, and customer engagement and support solutions. The activities relevant to and/or the objective and subject of the Processing of Personal Data by LogMeIn, as a Processor, is servicing Customer and providing, supporting, and operating the provision of the Services.

Role: Data Processor



## SCHEDULE 4 – TECHNICAL AND ORGANIZATIONAL MEASURES

LogMeIn will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of any Personal Data uploaded to the Services or otherwise maintained on behalf of Customer (as Data Controller), as described in the Security and Privacy Operational Controls made accessible via LogMeIn's [Trust and Privacy Center](#) at [www.logmeininc.com/trust](http://www.logmeininc.com/trust) under the "Product Resources" tab (for best results, use the "Filter By" capability to indicate the applicable Service) and available by direct link below. LogMeIn reserves the right to update the Security and Privacy Operational Controls from time-to-time, provided that the amended technical and organisational measures are not less protective than those in the Security and Privacy Operational Controls.

- Unified Communications and Collaboration
  - [GoToMeeting / GoToWebinar / GoToTraining](#)
  - [GoToConnect](#)
  - [join.me](#)
  
- Remote Support Group
  - [Central / Pro](#)
  - [GoToAssist / GoToAssist Corporate](#)
  - [GoToAssist Remote Support \(formerly RescueAssist\)](#)
  - [GoToMyPC](#)
  - [Rescue](#)
  - [Rescue Live Lens](#)
  - [Rescue Live Guide](#)
  
- Identity Group
  - [LastPass](#)