



**U.S. Customers:**  
 LogMeIn, Inc.  
 Tax ID: 20-1515952  
 320 Summer Street  
 Boston, MA 02210-1701

Quote Date: May. 15, 2015  
 Exp. Date: Jun. 19, 2015  
 Sales Rep: Jennifer Pasdon  
 Email: jpasdon@logmein.com  
 Phone: (781) 247-2920  
 Fax:

**International Customers:**  
 LogMeIn Ireland, Ltd.  
 Bloodstone Building Block C  
 70 Sir John Rogerson's Quay  
 Dublin 2, Ireland  
 VAT: IE9834481A

**Customer Information**

Company: County of Madison

Address: PO Box 292

City: Canton

State/Country: MS US

Zip Code: 39046

Contact Name: Randi Jerome

Contact Phone: (601) 855-5589

Contact Email: randi.youngjerome@madison-co.com

LogMeIn

Account

Email:

**kjerome@madison-co.com**

(Your LogMeIn email address is the account that your subscriptions will be deposited into. This account should be created prior to submitting your order.)

VAT ID

Number:

(If Applicable)

Product Name	Purchase Type	Contract Term	Contract Type	Quantity	Unit Price	Total Monthly Price	Total Price	Subscription Exp. Date
Rescue	Renewal	12	Annual Annual	1	1,299.00		1,299.00	Jun. 19, 2016

**Total Amount: USD 1,299.00**

**Comments:**

BY SIGNING AND RETURNING THIS QUOTE TO LOGMEIN, CUSTOMER CONFIRMS THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED ABOVE AND AGREES TO THE TERMS & CONDITIONS ATTACHED TO THIS QUOTE. SALES OR OTHER TAXES WILL BE CHARGED WHERE APPLICABLE.

VAT (Value Added Tax): All customers in the EU without a valid VAT number will be charged VAT at the rate applicable in their Member State. All Irish customers will be charged VAT at the Irish standard rate

Conditions of Sale: "Annual-Annual" and "Annual-Monthly" contracts for the LogMeIn Service(s) listed above are non-cancellable and non-refundable. If one of these two annual contract options is selected, the subscription may not be cancelled by the customer during each 12-month period the subscription is in effect. "Annual-Monthly" subscriptions are payable over a 12-month period. The customer agrees to continue to make these monthly payments even if the customer decides to stop using the service during the subscription period.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Purchase Order#\*: \_\_\_\_\_

*(If paying by PO, please include copy of PO document)*

Bill To Name: County of Madison

Bill To Phone: +1.601.859.1177

Bill to Email: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY WHEN PURCHASING OR ACCESSING THE LISTED SERVICES AND/OR SOFTWARE FROM LOGMEIN, INC. ("LMI INC.") OR IT'S WHOLLY OWNED SUBSIDIARY, LOGMEIN IRELAND LTD. ("LMI IRELAND"), AS APPLICABLE, (LMI INC. AND LMI IRELAND, TOGETHER REFERRED TO HEREIN AS "LMI"). These terms and conditions ("Terms") govern the use and licensing by LMI of the following LogMeIn® cloud-based service(s): AppGuru, LogMeIn Backup®, BoldChat®, LogMeIn® Central™, Cubby™, LogMeIn Hamachi®, LogMeIn for Android or iOS, join.me®, Meldium, LogMeIn Pro®, LogMeIn Rescue® or LogMeIn® Rescue+Mobile™, along with their related software, including the Network Console™ (altogether the "Services," and each a "Service") to the customer identified in the quote above (the "Customer"). Each Service may have additional terms and conditions that are unique to their particular functions and features. Customers are encouraged to read the Service-specific Terms in Articles VI and VII below before purchasing or accessing any of the Services. BY SIGNING THE ATTACHED QUOTE OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT: (I) YOU ARE AUTHORIZED TO SIGN FOR AND BIND THE CUSTOMER AND (II) CUSTOMER AGREES TO BE BOUND BY ALL OF THESE TERMS (INCLUDING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW) TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS, SUCH AS ANY RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON A PURCHASE ORDER OR THE LIKE THAT CUSTOMER MAY PROVIDE LMI AND CUSTOMER HEREBY AGREES THAT ANY SUCH RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON SUCH A PURCHASE ORDER OR THE LIKE ARE HEREBY NULL AND VOID. CUSTOMER UNDERSTANDS AND AGREES THAT WHEN ORDERING OR ACCESSING LMI'S SERVICES FROM COUNTRIES LOCATED OUTSIDE OF THE UNITED STATES, CUSTOMER IS ENTERING INTO A BINDING CONTRACT WITH LMI IRELAND, NOT LMI INC., AND LMI IRELAND SHALL SERVE AS THE SELLER OF RECORD TO SUCH CUSTOMER. FOR THE AVOIDANCE OF DOUBT, ANY REFERENCES TO "LMI" IN THESE TERMS RELATED TO (I) THE SALE OF SERVICES TO CUSTOMERS LOCATED OUTSIDE OF THE UNITED STATES OR (II) THE REPORTING AND/OR PAYMENT OBLIGATIONS IN CONNECTION THEREWITH, SHALL BE CONSTRUED AS REFERENCES TO LMI IRELAND AND NOT LMI INC.

## Article I. Registering Your Account

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- 1.1. Account Data.** To use the Services, Customer must complete and submit an online registration form (the "Registration Form"). As part of this registration process, Customer agrees to: (i) provide certain limited information about Yourself as prompted to do so during the registration process or thereafter by the Service (such information to be current, complete and accurate) and (ii) maintain and update this information as required to keep it current, complete and accurate. The information requested at the time of the original signup shall be referred to as registration data (the "Account Data"). LMI may have limited access to data that may be stored, created, shared, or displayed through the Service, which shall be used solely for the purpose of delivering the Service. LMI's Privacy Policy (<https://secure.logmein.com/policies/privacy.aspx>) describes how Account Data may be collected, used and disclosed.
- 1.2. Personally Identifiable Information.** When using certain Service(s) provided by LMI hereunder, it may be possible for Customer to exchange limited personally identifiable information ("PII") with LMI. Customer's assent to these Terms constitutes an express understanding and agreement that when PII is provided to LMI in connection with the Services, through any of the LMI websites, or otherwise under these Terms, such PII may be maintained and/or processed in the United States by LMI, as LMI's Services, software and website are provided via equipment and other resources located in the United States. To ensure that Customer PII is handled with due care, LMI annually certifies that it adheres to the Safe Harbor framework developed by the U.S. Department of Commerce in coordination with the European Union. The European Union's Directive on Data Protection prohibits the transfer of personal data to non-EU countries that do not provide an "adequate" level of privacy protection. Safe Harbor certification permits a "certified" entity to transfer personal data from the EU to the United States in accordance with the EU Directive.
- 1.3. Service Data.** When using the LMI Services, Customer may view, collect, transmit, store and or share certain data, information, files, etc. (altogether "Service Data"). LMI does not own any Service Data and specifically disclaims any responsibility for any Service Data that Customer collects, posts or produces while using the Service. LMI agrees that these Terms do not grant LMI any ownership rights to Service Data and LMI agrees not access or use any Service Data for any purpose other than to the extent necessary to provide the Service to Customer. LMI does not select or screen Service Data and does not review, test, confirm, approve or verify the accuracy of any Service Data. Customer is solely responsible for any and all Service Data that it produces, transmits and/or stores within the Service. To the extent that any of Customer's Service Data contains third party information, files or data, it is solely Customer's responsibility to properly notify or obtain any applicable third-party consent.

## Article II. Using Your Account

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- 2.1. License Grant.** LMI hereby grants Customer a royalty-free, nonexclusive, worldwide, non-transferable, right and license to access, use, execute and deploy the Service and its related software for the applicable subscription term subject to the restrictions set forth in these Terms. The Service is owned and operated by LMI and provided to Customer on a subscription basis; LMI is not transferring ownership or title to the Service to Customer.
  - 2.1.1.** The Service is made available for download solely for use by Customer and only according to these Terms. Any reproduction, resale or redistribution of the Service that is not in accordance with these Terms is expressly prohibited, and may result in civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. The license granted hereunder may not be transferred by Customer to any third party and is non-exclusive.
  - 2.1.2.** Customer acknowledges that the Services and their related software are proprietary to LMI and/or its suppliers and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. Customer may not remove any proprietary notices or labels from any of the Services. Customer may not alter, modify, redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce any of the Services to a human-readable form. Customer may not reproduce, distribute or create any derivative works based on the Services without expressly being authorized in writing to do so by LMI. Further, Customer may not rent, lease, grant a security interest in or otherwise transfer any rights to the Services. All rights not expressly granted in these Terms are reserved to LMI and its suppliers.
  - 2.1.3.** The license granted hereunder entitles Customer to receive any and all standard updates and support that LMI provides to all users of its Services, generally. Notwithstanding the previous sentence, LMI reserves the right to charge all of its users fees for any future versions of, or premium (i.e., charged for) upgrades to, the Services. Customer understand that LMI may update or modify any of the Services and their related software at any time, but is under no obligation to inform Customer of any such updates or modifications. For the avoidance of doubt, unless LMI chooses to provide such updates or modifications

to all of its users, these Terms do not grant Customer any right, license or interest in or to any premium or "VIP" support, maintenance, improvements, modifications, enhancements or upgrades to the Services or their related software. To the extent that LMI supplies any updates or upgrades to Customer, they will be deemed to be subject to these Terms, unless LMI indicates otherwise.

2.1.4. ANY AND ALL CONTENT ON THE WEBSITES, SOFTWARE AND COMPUTER PROGRAMS ASSOCIATED WITH THE SERVICES ARE PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION OR CONTENT ON SUCH WEBSITES, SOFTWARE AND COMPUTER PROGRAMS MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM LMI. CUSTOMER AND ANY OTHER VISITOR OR USER ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON SUCH WEBSITES, SOFTWARE AND COMPUTER PROGRAMS FOR ANY PUBLIC OR COMMERCIAL PURPOSE.

**2.2. End User Conduct.** Customer is solely responsible for the content of its computer(s), its LMI account and any transmissions Customer may make when using the Services. Customer's use of the Services are subject to the Terms set forth herein and all applicable laws, rules and regulations, including local, state, national and international laws, rules and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). When using any of the Services Customer hereby agrees: (i) to comply with all applicable laws, rules and regulations, including local, state, national and international laws, rules and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising); (ii) not to use the Service to post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horse, worm or other harmful or destructive component; (iii) not to use the Service for any illegal purposes; (iv) not to delete from the Service or its related software, documentation or any LMI website used in connection with the Service, any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or modify any logos that You do not own or have express permission to modify; (v) not to use the Service to interfere or disrupt any other networks connected to the Service; (vi) not to use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (vii) not to use the Service to distribute any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature. Customer shall not access or use someone else's LogMeIn account at any time, without first obtaining the permission of the account holder. Customer agrees that it is responsible for all actions and inactions of its employees and consultants and will use commercially reasonable efforts to monitor its employees and consultants. LMI reserves the right to disable Customer's account or take any other action that LMI in its sole discretion deems necessary or appropriate in the event that LMI has reason to believe that Customer's conduct while using any of the Services has violated the terms of this Section 2.2.

**2.3. Account Passwords & Security.** Certain Services provided by LMI hereunder require Customer to use an email address to create a username and choose a password for access to Customer's LogMeIn account (for security purposes, LMI recommends choosing a password for the Service that is different from the username and password to your computer). LMI does not send emails asking for a user's LogMeIn username and/or password or any other username or password. To keep the Service secure, Customer should keep all usernames and passwords confidential. Access to, and use of, password-protected and/or secure aspects of the Services are restricted to authorized users only. Unauthorized individuals attempting to use any of the Services may be subject to prosecution. Customer agrees to carefully safeguard all of its passwords. LMI does not maintain a database of user passwords so Customer is solely responsible if it does not maintain the confidentiality of its passwords and account information. Furthermore, Customer is solely responsible for any and all activity that occurs under its account. LMI is not liable for any loss incurred by Customer resulting from another's use of Customer's password, account, or public/private key, as may be applicable, either with or without Customer's knowledge. However, Customer may be held liable for losses incurred by LMI or another party due to another's use of its password, account, or public/private key, as may be applicable, either with or without Customer's knowledge. Customer agrees to immediately notify LMI of any unauthorized use of its account or any other suspected breach of security known to Customer, including if Customer believes that its password and/or account information has been stolen or otherwise compromised.

## Article III. Payment Terms, Fees and Renewals

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### 3.1. Accepted Methods of Payment:

3.1.1. Payment of Month-to-Month Subscriptions. In the event that Customer's subscription to a Service is on a monthly basis, payment of the subscription fee must be by preauthorized credit card charge, PayPal® charge or direct debit only, and Customer's subscription will automatically renew each calendar month unless Customer provides LMI with written notice of non-renewal during the prior calendar month. Customer will automatically be charged the applicable monthly subscription fee for each month or partial month that Customer's month-to-month subscription is in effect.

#### 3.1.2. Payment of Annual Subscriptions.

3.1.2.1. Annual Subscriptions by Credit Card. In the event that Customer's subscription to the Service is for a year and the initial payment is by credit card, PayPal® charge or direct debit, Customer's subscription will automatically renew at the beginning of each subsequent anniversary year unless Customer gives LMI prior written notice of non-renewal at least thirty (30) days prior to the expiration of Customer's current year subscription.

3.1.2.2. Annual Subscriptions By Invoice. In the event that Customer's subscription to the Service is for a year and the initial payment is by check or bank draft against an invoice from LMI, payment shall be due within thirty (30) days of the date of invoice. Additionally, Customer's subscription will automatically renew at the beginning of each subsequent anniversary year unless Customer or LMI gives prior written notice of non-renewal at least thirty (30) days prior to the expiration of the current year subscription.

3.1.3. Free Subscriptions. Notwithstanding the above, Customer's subscription to any of LMI's free Services do not require the payment of a subscription fee. LMI reserves the right, in its sole and absolute discretion, to restrict, limit or terminate the use of "free" or "basic" versions of the Services by any individual, entity or group of entities.

**3.2. No Cancellations.** Notwithstanding any provision of these Terms or any course of dealing between the parties, Customer may not cancel, terminate or rescind a subscription during its term. Any and all payments by Customer to LMI for access to the Services are final.

**3.3. Credit Card Authorization.** In the event that Customer cancels the credit card provided to LMI to pay for the Service or the card expires or is otherwise terminated, Customer must immediately provide LMI with a new valid credit card number. Customer authorizes LMI, from time to time, to undertake steps to determine whether the credit card number provided to LMI is a valid credit card number. In the event that Customer does not provide LMI with a current valid credit card number with sufficient credit upon request during the effective period of these Terms, Customer will be in violation of these Terms.

Customer hereby authorizes LMI to automatically update Customer's credit card information using software designed for updating purposes.

- 3.4. **Paying via PayPal®.** LMI also accepts payment via PayPal®. In order to pay with PayPal, Customer must have an account with PayPal. When Customer selects PayPal to make payments, the transaction is re-directed from LMI's site to PayPal's payment site. When PayPal is used, Customer's financial information is not shared with LMI. Once directed to PayPal's site, PayPal is charged with protecting Customer's personal and financial information. Customer's PayPal account and any activities related thereto shall be subject to PayPal's terms and conditions and any information provided to PayPal in relation thereto will be governed by PayPal's privacy policy. Once payment is complete via PayPal, PayPal will email a receipt for this transaction. LMI reserves the right to request proof of identity from any PayPal member.
- 3.5. **Payment Due.** Unless otherwise provided for herein, payment of all fees are due and payable to LMI without demand, invoicing or notice before the commencement of the subscription period to which those fees apply.
- 3.6. **Taxes.** Customer agrees to be responsible for and to pay any applicable sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this license, or the use or possession of a Service, or any software or other product provided under these Terms, excluding any taxes based on net income payable by LMI. If Customer is exempt from paying any sales, use or other taxes, Customer must provide LMI with appropriate evidence of tax exemption for all relevant jurisdictions.
- 3.7. **Sales, Promotional Offers, Coupons, Credits.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of Customer's subscription, any such discounted pricing offers may expire. LMI reserves the right to discontinue or modify any coupons, credits, sales and special promotional offers at its sole discretion.

#### **Article IV. Legal Terms**

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- 4.1. **Disclaimer of Warranties.** Although LMI has attempted to provide accurate information with regard to the Service, LMI assumes no responsibility for the accuracy or inaccuracy of any information provided. Mention of non-LMI products or services is for information purposes only and constitutes neither an endorsement nor a recommendation. Use of the Services is at Customer's own risk. ALL INFORMATION, DOCUMENTATION AND SERVICES PROVIDED BY LMI ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LMI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE. LMI MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. NOR DOES LMI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, WHETHER MADE BY EMPLOYEES OF LMI OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY LMI FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF LMI WHATSOEVER.
- 4.2. **Limitations of Damages and Liability.**
  - 4.2.1. CUSTOMER AGREES THAT THE CONSIDERATION WHICH LMI IS RECEIVING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY LMI OF THE RISK OF CUSTOMER'S SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES. LMI AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCTS OR SERVICES, LOSS OR DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LMI BE LIABLE FOR DAMAGES RESULTING FROM USE OF THE SERVICE, OR RELIANCE ON THE INFORMATION PRESENTED IN CONNECTION WITH THE SERVICE, EVEN IF LMI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO ASSERT ANY SUCH CLAIM AGAINST LMI OR ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR EMPLOYEES.
  - 4.2.2. CUSTOMER EXPRESSLY AGREES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. IN NO EVENT SHALL LMI'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT CUSTOMER PAID TO LMI, IF ANY, FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE. IN THE EVENT THAT APPLICABLE LAW LIMITS THE EXCLUSION OF IMPLIED WARRANTIES OR THE ABOVE LIMITATIONS OF LIABILITY, THE MAXIMUM AMOUNT OF EXCLUSIONS ALLOWED UNDER APPLICABLE LAW SHALL BE APPLIED.
  - 4.2.3. ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL COMMITMENTS SET FORTH IN THESE TERMS OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THESE TERMS.
- 4.3. **Indemnification.** Customer is solely responsible for maintaining the confidentiality of its account and password(s) and is also responsible for all activities that occur under its account. Therefore, Customer hereby agrees to indemnify, defend and hold LMI and its affiliates, employees, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any third party demand, claims, action, suit, or loss arising as a result of (a) any breach by Customer of these terms of use or claims arising from Customer's account; (b) any fraud or manipulation by Customer; (c) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by Customer; or (d) any claims of credit card fraud based on any information released by Customer. Customer agrees to use best efforts to cooperate with LMI in the defense of any demand, claim, action or suit. LMI reserves the right to assume the exclusive defense of any matter subject to indemnification by Customer at LMI's own expense.
- 4.4. **Right to Terminate.** LMI may, in its sole discretion, immediately terminate Customer's subscription, license and right to use the Service if (i) Customer fails to make timely payments of subscription fees as required for access to its account or Customer declares bankruptcy, is involved in any bankruptcy proceedings or is otherwise insolvent; (ii) Customer breaches these Terms; (iii) LMI is unable to verify or authenticate any information Customer provides to LMI; or (iv) LMI decides, in its sole discretion, to discontinue offering the Service to its users. In the event of such a discontinuance by LMI, Customer shall be entitled to reimbursement of a pro rata portion of any unused prepaid fees paid hereunder to LMI. LMI shall not be liable to Customer or

any third party for termination of the Service or Customer's use of the Service. Upon expiration or termination for any reason, Customer shall no longer be authorized to use the Service. When Customer's access to the Service is terminated and/or Customer's subscription is canceled, Customer will no longer have access to data and other material that Customer may have stored in connection with the Service and that material may be deleted by LMI. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in these Terms or otherwise existing at law shall survive any termination, expiration or rescission of these Terms.

- 4.5. Title.** Title, ownership rights and intellectual property rights in the Service shall remain with LMI or its suppliers, as applicable. The Service is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Service is the property of the applicable content owner and is protected by applicable law. The licenses granted under these Terms give Customer no rights to such content. "LogMeln," associated logos, and other names, logos, icons and marks identifying LMI's Services are trademarks or service marks of LMI (collectively the "Trademarks") and may not be used without the prior written permission of LMI. All other product names mentioned are used for identification purposes only and may be trademarks or service marks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of LMI or such third party that may own the Trademarks. Customer's use of the Trademarks except as provided in these Terms is strictly prohibited.
- 4.6. Feedback.** LMI shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, recommendations or other information provided by Customer relating to the operation of the Service ("Feedback").
- 4.7. Confidentiality.** Each party shall maintain the confidentiality of information that has been, and will continue to be, provided to each other in connection with the use of the Service. LMI and Customer specifically agree to the following confidentiality terms (the "Confidentiality Terms"):
- 4.7.1. Obligations.** Each party shall (a) maintain in confidence all such information, including but not limited to the Service and its related software, and the account and company information provided by Customer hereunder, (b) not disclose any such information to anyone except a party's employees, agents, and consultants on a need-to-know basis (and who have been informed of and acknowledge their obligation to be bound by these Confidentiality Terms), and (c) not use such confidential information for any purpose other than that for which it is disclosed. All confidential information shall remain the sole property of the discloser. The recipient shall have no right, title, or interest in or to the confidential information other than as expressly stated herein.
- 4.7.2. Confidential Information.** Information considered confidential includes, without limitation, non-public or proprietary information of a party relating to (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and business concepts, plans or strategies, (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, (d) other information of a similar nature not generally disclosed to the public or other information that a party should reasonably believe to be confidential given the circumstances, (e) information concerning the use of the Service, and (f) the Service itself and its associated software.
- 4.7.3. Exclusions.** The obligations imposed by these Confidentiality Terms shall not apply to any information that (a) has been rightfully received from a third party without accompanying use or disclosure restrictions; (b) is or becomes generally publicly available through no wrongful act of the receiving party or any other person or entity with a confidentiality obligation; (c) is already known to the receiving party prior to the date of disclosure as evidenced by documentation bearing a date prior to the date of disclosure; (d) is approved for release in writing by an authorized representative of the disclosing party; or (e) is required to be disclosed pursuant to a valid court order, duly authorized subpoena, or governmental authority (provided that the receiving party shall immediately give the disclosing party written notice and, if feasible or practical, an opportunity to contest such required disclosure).
- 4.7.4. Remedies.** The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in these Confidentiality Terms may be inadequate and that, in the event of any such breach or threatened breach, the aggrieved party shall, in addition to all other remedies which may be available to it at law, be entitled to seek equitable relief in the form of preliminary and permanent injunctions, without the necessity of proving damages. Each party further agrees that these Confidentiality Terms shall in no way restrict or limit any other remedies either party may have against the other. Each party shall be entitled to recover the costs including reasonable attorney's fees, to enforce its rights under these Confidentiality Terms.
- 4.7.5. Return of Confidential Information.** Upon written request, the receiving party shall return, or certify that it has destroyed, all information disclosed under these Confidentiality Terms and any memorandum, diagrams, or any other documents containing any information disclosed under these Confidentiality Terms.
- 4.7.6. Enforceability.** In the event any one or more of the provisions of these Confidentiality Terms shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 4.7.7. Application.** These Confidentiality Terms shall control in lieu of and notwithstanding any proprietary or restrictive legends or statements inconsistent with these Confidentiality Terms that may be associated with any particular information disclosed hereunder.
- 4.7.8. Surviving Obligations.** The confidentiality obligations imposed under these Confidentiality Terms shall survive any termination, expirations, or rescission of these Terms or Customer's subscription term, as well as continue beyond any time in which Customer was using the Service.
- 4.8. Disclaimer of High Risk Activities.** The Services are not fault-tolerant and are not designed, manufactured or intended for use or resale as or with on-line control equipment in hazardous environments requiring fail-safe performance, including, but not limited to, equipment used to operate nuclear facilities, aircraft navigation or aircraft communication systems or air traffic control, direct life support machines or weapon systems, in which the failure of the Services could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, LMI and its suppliers specifically disclaim any express or implied warranty of fitness for such High Risk Activities.
- 4.9. Compliance with Export Laws & Regulations.** The Service and its related software are subject to the United States Export Administration Regulations. No software or Service may be downloaded, used or exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as prohibited from receiving U.S. exports. By subscribing to the Service or using any of the related software, Customer represents and warrants that it is not- and is not controlled by - any such person or entity and is not controlled by a national or resident of any such country.
- 4.10. Force Majeure.** No party shall be liable for any performance failure, delay in performance, or lost data under these Terms (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately

caused by: (i) failures of software or other computer programming (other than the Service purchased hereunder); (ii) natural weather events; or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers; provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

#### Article V. Miscellaneous Contract Terms

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- 5.1. **Entire Agreement.** These Terms represent the complete agreement concerning the subject matter of the license granted hereunder and Customer's use of any of the Services and, except as otherwise set forth herein, may be amended only by a writing executed by both parties.
- 5.2. **Governing Law & Venue.** These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflict of law. Customer agrees that any action at law or in equity arising out of or relating to these Terms shall be filed only in the applicable state or federal courts located in Boston, Massachusetts, and Customer hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. The parties specifically disclaim applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms.
- 5.3. **Severability.** If any of the provisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 5.4. **Publicity.** LMI shall have the right to identify Customer as a user of the Service. Customer agrees that LMI may use any logo and/or name associated with Customer on LMI's website or other materials in order to identify Customer as a LogMeIn user.
- 5.5. **Notices.** Notices by LMI to Customer may be sent to the email address Customer provides upon registration or otherwise by any means that LMI determines in its sole discretion as likely to come to Customer's attention. All notices sent by Customer to LMI in connection with these Terms shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the address of LMI set forth herein.
- 5.6. **Waiver.** Customer agrees not to bring or participate in any class action lawsuit against LMI or any of its employees or affiliates. Customer agrees not to bring a claim under these Terms more than two years after the expiration of these Terms. The failure of LMI to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by LMI of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms. No remedy made available to LMI by any of the provisions of these Terms is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or in equity.
- 5.7. **No Exclusivity.** Customer acknowledges and agrees that LMI is in the business of providing remote access, remote support, collaboration and data management solutions and that LMI may provide such services to third parties, including any competitors of Customer, which are the same or similar to the Services provided to Customer hereunder.
- 5.8. **Assignment.** These Terms shall be binding upon and inure to the benefit of the parties and their permitted assigns. Neither party may assign this Agreement, assign its rights or delegate its duties hereunder (whether directly or indirectly, in whole or in part, by operation of law or otherwise), without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, LMI may assign this Agreement, without Customer's prior written consent in connection with a merger, acquisition, change of control or sale of substantially all of its assets (or any substantially similar transaction). Additionally, LMI may assign all or any part of the performance of this Agreement to an Affiliate Entity without Customer's prior written consent. For the purposes of this section, the term "Affiliate Entity" shall mean any entity that now or in the future controls, is controlled by, or is under common control with LMI.

#### Article VI. Additional Terms for Remote Access & Support Services

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- 6.1. **Using Remote Access & Control Features.** Certain features of LMI's Remote Access and Support Services, such as LogMeIn<sup>®</sup> Central<sup>™</sup>, LogMeIn for iOS, LogMeIn Pro<sup>®</sup>, LogMeIn Rescue<sup>®</sup> and LogMeIn<sup>®</sup> Rescue+Mobile<sup>™</sup>, allow users to remotely access and/or remotely control a computer, server or other device or remotely transfer files from one device to another. By signing the attached quote or otherwise indicating acceptance of these Terms, Customer hereby agrees that it will not (i) use any of LMI's remote access and support Services to attempt to gain unauthorized access to computer systems or devices that Customer does not have permission to access or otherwise interfere with another user's use and enjoyment of the Services; (ii) use the Services to distribute or transmit any software or other computer files that contain a virus, trojan horse, worm or other harmful or destructive component; (iii) use the Services under false pretenses to gain access to a third party's PII, computer systems or other devices; or (iv) use the Services for any other illegal purposes. Customer agrees that it is responsible for the actions and inactions of its employees and consultants and will use commercially reasonable efforts to monitor its employees and consultants. LMI reserves the right to disable Customer's account or take any other action that LMI in its sole discretion deems necessary or appropriate, including pursuing legal action, in the event that LMI has reason to believe that Customer has violated the terms of this Section.
- 6.2. **SMS Messaging.** If Customer is licensing Rescue+Mobile pursuant to these Terms, Customer is entitled to a combined maximum of one hundred (100) SMS text messages per seat, per month. If Customer exceeds this combined maximum amount per seat, per month, Customer agrees to negotiate in good faith with LMI a commercially reasonable rate per text message over one hundred (100) per seat, per month.

#### Article VII. Additional Terms for Collaboration Services

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- 7.1. **Using Our Collaboration Services.** LMI's Collaboration Services, Cubby<sup>™</sup> and join.me<sup>®</sup>, allow users to host online meetings, share their screen and files with other users and sync and store files in the Cloud and/or across multiple devices so that they can easily be shared with others. By signing the attached quote or otherwise indicating acceptance of these Terms, Customer hereby agrees that it will not (i) use the Services to share, store or transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature; or (ii) use the Services to share copyrighted material that Customer does not own or have permission to share or distribute.
- 7.2. **Collaboration Disclaimer.** LMI is not responsible for the images/sounds/etc. users may view or experience while viewing another party's screen, folders, files, etc. LMI has no obligation to monitor any information stored on or shared through the Services and is not responsible for the accuracy, appropriateness or legality of any files, posts, links or other information Customer may be able to share or access while using the Services.
- 7.3. **Use of the join.me Conference Line.** The join.me conference line is licensed by LMI from a third-party telecommunications provider that grants Customer access to the conference line directly. For the avoidance of doubt, LMI is not itself a

telecommunications provider and does not itself provide any telecommunications-related services. If Customer is licensing join.me pursuant to these Terms, the join.me conference line is free to use, but it is not a toll-free number. While LMI does not charge Customer for the use of the conference line, applicable roaming, data and other operator or carrier charges/fees may apply. Customer understands and agrees that it is solely responsible for paying for any such charges/fees. International dial-in numbers are only active on calls hosted by a pro subscriber.

- 7.4. Recording Disclosure.** Customer understands that use of join.me's conference recording feature may subject Customer to laws or regulations regarding the recording of telephone calls and other electronic communications, and that it is thus Customer's responsibility to properly notify all participants in a recorded join.me meeting that the meeting is being recorded. LMI will not be held liable for Customer's failure to do so. Although features may exist in the Service to alert participants that a meeting is being recorded, such notice may not be relied upon as definitive disclosure for Customer's compliance with applicable laws.
- 7.5. Sharing Your Cubby.** The Cubby Service permits Customers to share their Cubby with others or make their Cubby public. Customer shall retain full ownership of the files that are stored within its Cubby and these Terms do not grant LMI any title, ownership or intellectual property rights to any of Customer's files, except for the limited rights that are required to provide the Service to Customer. However, Customer should carefully consider what it chooses to share with other users as LMI has no responsibility for any files that Customer may share with others. Customer agrees not to use Cubby to share any files that it does not have the legal right to share with others. Customer understands and agrees that purchasing or otherwise legally obtaining documents, videos, music, software or other forms of media does not necessarily grant Customer the right to distribute or publicly share those files with third parties through the Service. By sharing its Cubby with other users, Customer is representing that it either (i) owns all copyrights in the files Customer has placed in its shared Cubby or (ii) have obtained permission from the rightful copyright holder to share such files.

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