

## SMARTSHEET USER AGREEMENT

Last Updated: August 22, 2016

This User Agreement (this “Agreement”) governs your use of our internet-delivered work collaboration service (the “Online Service”), whether you access it from our website at <https://www.smartsheet.com> (the “Site”), from our mobile applications and mobile websites, or from any other application or access point we make available. THIS AGREEMENT GOVERNS ANY USE YOU MAKE OF THE ONLINE SERVICE WHETHER ON A FREE OR PAID SUBSCRIPTION BASIS.

Certain capitalized terms used in this Agreement are defined in Section 22 below.

**1. Acceptance of Agreement.** This Agreement is a legal contract between Smartsheet.com, Inc. (“we,” “us,” or “Smartsheet”) and you. BY CREATING A PASSWORD AND ACCESSING THE ONLINE SERVICE OR EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT USE THE ONLINE SERVICE. If you are accepting this Agreement on behalf of your company, then the terms “you” and “your” refer to your company whenever used below.

**2. No Competitive Use.** You may not register for or use the Online Service or any information derived from your use of the Online Service to monitor or test its performance or for other benchmarking or competitive purposes.

**3. Modifications.** We reserve the right to modify this Agreement by posting an updated version on the Site. Any updated version will become effective 15 days after it is posted. If you do not agree to any of the modified terms, you may terminate this Agreement in the manner described in Section 10 below. Your continued use of the Online Service after an updated version has been posted will constitute your acceptance of the modified Agreement.

### **4. Use of Online Service; Restrictions.**

**4.1 Permitted Use.** Among other features, the Online Service allows users to create Sheets where you and Your Users can (a) upload, download, organize, modify create and store data, content and file attachments; and (b) share data and information on those Sheets with others. Subject the terms and conditions of this Agreement and the usage limitations that you agree to at the time you purchase your subscription or that are described on the Site, we grant you a worldwide, non-exclusive, non-transferable right to access and use the Online Service during the term of this Agreement to: (i) create, submit content to, edit and delete Sheets; (ii) invite other users to view, submit content to, and/or edit Sheets; and (iii) otherwise use the Sheets, web forms, reports, and other features and functionality of the Online Service for your personal use or your internal business purposes, as applicable.

**4.2 Add-Ons.** Smartsheet offers optional Add-Ons that may be purchased for use with your paid subscription to the Online Service. If you purchase Add-Ons, the term “Online Service” includes those Add-Ons.

**4.3 Your Users.** If you maintain a “Team,” “Enterprise,” or other multi-user subscription plan, Smartsheet will allow you to create logins for Your Users, subject to any limits on the number of users for your subscription described on the Site, your subscription order, or your invoice. Each login (i.e., email address and password) may be used only by a single individual. You are responsible for all use and misuse of the Online Service that occurs under your and Your Users’ login credentials, and you agree to notify Smartsheet of any unauthorized access or use of which you become aware.

**4.4 Collaborators.** A paid subscription is required in order to create Sheets and perform certain other actions in the Online Service. However, no additional fees are required to share Sheets with Collaborators. Depending on the sharing settings chosen by the Sheet Owner, a Collaborator invited to share a Sheet may share it with others and/or upload, download, view, publish and modify the content stored on that Sheet.

4.5 Prohibited Use. You will not (and you will ensure that Your Users do not): (a) permit more than one of Your Users to access the Online Service using shared login credentials (i.e., a shared email address and password); (b) “frame,” distribute, resell, or permit access to the Online Service by any third party other than for its intended purposes; (c) use the Online Service other than in compliance with applicable federal, state, and local laws; (d) interfere with the Online Service or disrupt any other user’s access to the Online Service; (e) reverse engineer, attempt to gain unauthorized access to the Online Service, or attempt to discover the underlying source code or structure of the Online Service; (f) submit to the Online Service any content or data that violates Smartsheet’s Acceptable Content Policy as updated by Smartsheet from time to time (a current version of which can be found at <https://www.smartsheet.com/acceptable-content-policy>); (g) submit to the Online Service any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Online Service

4.6 Usage Limitations. Each paid subscription to the Online Service is subject to (a) the limitations on usage set forth in your subscription order or on the Site, and (b) the storage and other limitations set forth in Smartsheet’s Subscription Limits Policy as updated by Smartsheet from time to time (a current version of which can be found at <https://www.smartsheet.com/limits-policy>).

## **5. Your Content.**

5.1 Your Content; Representation. As between you and us, you retain all right, title and interest in Your Content. You represent and warrant that you have all rights, permissions and consents necessary (a) to submit Your Content to Smartsheet, (b) to grant Smartsheet the limited rights to use Your Content set forth in this Agreement, and (c) for any transfer of Your Content or your Sheets from one user to another.

5.2 Content Submitted by Collaborators and Your Users. If you are a Collaborator, you acknowledge that (a) any content you submit to a Sheet may be retained indefinitely, distributed, displayed, published, modified, and used for any purpose by its Sheet Owner, notwithstanding any other provision of this Agreement; (b) the Sheet Owner may revoke your permission to access the Sheet and Your Content within it, or transfer all rights in the Sheet to a third party; and (c) the term “Your Content” excludes any content or information you submit to a Sheet for which you are not the Sheet Owner. Smartsheet has no responsibility to enforce any confidentiality obligation the Sheet Owner (or his or her employer) may have to you.

5.3 Content Submitted by Individual Users under a Multi-User Plan. When you create Sheets under an individual plan, those Sheets are available only to you and Collaborators with whom you share them. However, if you are an individual user managed under a multi-user subscription plan maintained by your employer or a third party (a “Multi-User Plan”), or if you agree for your individual subscription plan to be merged with a Multi-User Plan, any Sheets you created will be subject to control by the SysAdmin(s) for the Multi-User Plan, and are no longer “Your Content” for purposes of this Agreement. SysAdmin(s) under a Multi-User Plan can designate other users under that Multi-User Plan as Sheet Owners for Sheets you originally created, in which case you may no longer be able to access them (or the content you submitted to them). If you have questions about Multi-User Plans, please contact us at [support@smartsheet.com](mailto:support@smartsheet.com).

5.4 License. The Online Service is designed to facilitate collaboration and sharing of content among users. In support of that core function, and subject to the settings selected by you and Your Users for Sheets where Your Content is stored, you grant Smartsheet a limited license to use Your Content to provide the Online Service and its features to you, which may include sharing Your Content with third parties as directed or permitted by you and Your Users. The Online Service includes features that permit Sheet Owners to “invite” Collaborators to view, modify, collaborate on, and share content from Sheets; permit SysAdmin(s) and Sheet Owners to set certain limits on how Sheets can be shared; and permit you and Your Users to “publish” Your Content so that it may be viewed by third parties. Depending on the settings chosen by you and, if applicable, other SysAdmins and Sheet Owners on your account, it may be possible for Your Users and Collaborators to further share your Sheets and/or upload, download, share, view and/or modify content stored in your Sheets. In addition, you and Your Users may use Connectors that you ordered to integrate your Sheets with your accounts or

subscriptions to third party services or applications, in which case certain types of Your Users may share or modify Your Content, or the content and information stored in your third party services or applications, using such Connectors. Smartsheet has no liability for (i) any distribution, publication, display, use or disclosure of Your Content (by you, Your Users or Collaborators on your Sheets) via the Online Service or (ii) modification or deletion of data in third party services or applications through use of a Connector.

**5.5 Confidentiality of Your Content.** Except as described in this Section 5 or with your separate permission, Smartsheet will not disclose or distribute Your Content to any third party. Notwithstanding any separate nondisclosure agreement that may have been executed between you and Smartsheet, Smartsheet may: (a) distribute and disclose Your Content to others as described in Section 5.4; (b) allow Your Content to be stored and processed by Smartsheet's service providers (e.g., hosting and storage providers) who act on Smartsheet's behalf in providing the Online Service, as long as such service providers are not authorized to have unencrypted access to Your Content and are bound to protect Your Content by reasonable contractual confidentiality obligations; and (c) disclose Your Content as required by law.

**5.6 Treatment of Your Content at Termination.** If you maintain a paid subscription for the Online Service, the Online Service includes a feature that permits your SysAdmin(s), at any time during the term of this Agreement, to obtain a zip file backup that includes (a) all file attachments on your Sheets in their native file formats, and (b) all other content stored in your Sheets in an MS Excel or comma separated value format. After termination or expiration of this Agreement, Smartsheet has no obligation to retain, and may delete, Your Content from the Online Service at any time.

**5.7 Community Features.** We may make available public forums, communities or bulletin boards ("Community Features") from our Site or other online access points. These Community Features are not part of the Online Service and, notwithstanding any other provision hereof, you and Your Users may not be permitted to use them without first accepting additional terms and conditions that govern content submitted to Community Features.

## **6. Smartsheet APIs, Smartsheet Labs Apps, Smartsheet Premium Apps, & Third Party Applications.**

**6.1 Smartsheet APIs.** Smartsheet may make one or more Smartsheet APIs available to you as part of the Online Service. Smartsheet grants you a non-exclusive, non-transferable license, only while this Agreement remains in effect and only if a Smartsheet API is provided to you by Smartsheet, to use such Smartsheet API solely to access and use the Online Service for your internal use. You agree not to distribute, disclose or make available the Smartsheet APIs to any third party or (unless you are a registered user of Smartsheet's Development Platform and have accepted Smartsheet's Development Program Agreement) to distribute, disclose or make available any software application or website that incorporates or calls the Smartsheet APIs.

**6.2 Smartsheet Labs Apps.** As used in this Agreement, the term "Online Service" excludes Labs Apps. Labs Apps are experimental, trial applications that may malfunction or cease to be available at any time. We may remove or suspend access to Labs Apps at any time. Labs Apps are not required in order to use the Online Service and are not part of the Online Service, even if you elect to integrate them with the Online Service. LABS APPS ARE AVAILABLE ONLY ON AN "AS IS" BASIS. WE MAKE NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY LABS APPS OR THE CONTENT MADE AVAILABLE THROUGH LABS APPS, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABS APPS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER APPLIES EVEN IF YOU INTEGRATE LABS APPS WITH THE ONLINE SERVICE.

**6.3 Smartsheet Premium Apps.** Smartsheet may (but is not obligated to) make Smartsheet Premium Apps available to you in connection with the Online Service on a paid or no-charge basis. Smartsheet makes no promises that the features and functionality of any Smartsheet Premium App are or will remain compatible with any third party software. Smartsheet may modify, update, change or remove features from a Smartsheet Premium App at any time. If you have purchased a paid subscription to the Online Service, accompanying Smartsheet Premium Apps may include native features that allow you and (if applicable) Your Users to modify Your Content or share it with third parties. You are responsible for all distribution and display of Your Content via a Smartsheet Premium App. You acknowledge that future versions of a Smartsheet Premium App may not be released and may not be available under the same terms and conditions. IF YOU ARE PROVIDED WITH FREE ACCESS TO A SMARTSHEET PREMIUM APP, YOU ACKNOWLEDGE THAT THE SMARTSHEET PREMIUM APP IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT,

MAINTENANCE, OR OTHER OBLIGATIONS OF ANY KIND. YOU FURTHER ACKNOWLEDGES AND AGREES THAT SMARTSHEET PREMIUM APPS MADE AVAILABLE FOR FREE MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH SMARTSHEET WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY FREE USE OF A SMARTSHEET PREMIUM APP IS AT YOUR SOLE RISK. Smartsheet may terminate your free access to a Smartsheet Premium App at any time for any or no reason in Smartsheet's sole discretion, without liability.

6.4 Third Party Applications. Smartsheet may make certain third party applications and web services, including without limitation Partner Apps, available to you for use in connection with the Online Service. These third party applications and services are not part of the Online Service and this Agreement does not apply to them, even if you integrate them with the Online Service. Any third party applications and services are made available to you exclusively in accordance with the terms and conditions of the end user license agreements accompanying them, and Smartsheet has no liability whatsoever with respect to these third party applications and services. Notwithstanding the foregoing, the payment provisions (and only the payment provisions) of this Agreement apply with respect to Partner Apps purchased by you on the Site or under a written subscription order.

## **7. Subscription Renewals and Cancellations.**

7.1 Subscriptions. If you maintain a paid subscription to the Online Service, your subscription period is established when you purchase your subscription. Unless you notify us in the account administration area of the Online Service before the end of your subscription term (or as otherwise specified in a written subscription order), your subscription will automatically renew for successive 1 year subscription periods. You may view your current subscription plan and billing information at any time in your account administration settings.

7.2 Renewal and Cancellation. Once a subscription period (initial or renewal) commences, all fees paid for that subscription period are non-refundable, except pursuant to Section 15.2. You may cancel your subscription at any time before the end of the then-current subscription period using the cancellation procedure available through the account administration area of the Online Service, in which case your subscription will not renew and we will not charge you any further Fees (however, you will remain responsible for all fees due for the current subscription period). When you cancel your subscription, your paid access to the Online Service will terminate and your and Your Users' access to Sheets (and Your Content within them) will either terminate or continue on a Collaborator basis (and can be restricted to read-only if elected).

## **8. Fees; Payment; Taxes.**

8.1 Fees. You agree to pay all Fees. Current pricing for subscription plans is available on the Site. Unless we separately agree otherwise in writing, all Fees for subscriptions are payable in advance prior to the commencement of each subscription period. Other Fees become due and payable as described on our Site, at the time of ordering, or in this Agreement. In addition to Fees, you will reimburse us for reasonable, out-of-pocket expenses (e.g., travel and incidentals) incurred by Smartsheet in the course of providing ordered Professional Services.

8.2 Billing Information. When you subscribe for a paid Online Service subscription or purchase Professional Services, you will provide us with either a valid, up-to-date credit card number or the other payment information we request. If you have selected a credit card or Paypal as your payment method, you authorize us to charge your credit card (or Paypal account, as applicable) for Fees on the first day of your initial subscription period and each renewal subscription period and, for any additional Fees, to charge your credit card when such fees become due and payable. If your subscription order provides that we will invoice you for Fees or we otherwise issue you an invoice, all such invoices are payable net thirty (30) days from the date of the invoice, with payments submitted according to the payment instructions provided to you on the applicable invoice. You are responsible for maintaining up-to-date payment information in the account administration area of the Online Service. If we cannot charge your credit card for any Fees when due because your payment information is no longer valid and up-to-date, or if we do not receive your payment when due through the alternative payment method you have selected, we may, at our election: (a) suspend your access to the Online Service, in which case you will be responsible for all Fees incurred during the period of suspension; (b) immediately terminate this Agreement, in which case your right to use the Online Service will cease; or (c) without waiving our rights to suspend or terminate your account, allow you a longer period during which to make payment, in which case you will remain responsible for all Fees incurred while we await your

payment. Late payments incur interest charges at the rate of 1% per month on any outstanding balance or the maximum amount permitted by applicable law, whichever is less. Fees shown on our Site or in your subscription order do not include any local, state or federal taxes or duties. Except for our income taxes and gross receipts taxes, you acknowledge that you are responsible to pay such applicable taxes. If we collect sales tax or other taxes from you, we will identify the portion of your payment attributable to such taxes. All Fees are nonrefundable once paid, except as expressly otherwise provided in this Agreement. Unless otherwise provided in the applicable subscription order, all amounts under this Agreement are payable in U.S. dollars.

**9. Referral Rewards Program.** If you participate in our Referral Rewards Program, your participation in the program is governed by our Referral Rewards Program Agreement. The Referral Rewards Program Agreement forms a part of, and is incorporated by reference into, this Agreement. If this Agreement conflicts with the Referral Rewards Program Agreement in any respect, this Agreement will control.

## **10. Term and Termination; Subscription Renewals and Cancellations.**

10.1 Term. This Agreement begins when you first create a login for the Online Service and accept this Agreement. It remains in effect indefinitely unless terminated as provided in this Section 10.

10.2 Termination by You. You may terminate this Agreement at any time by written notice to us in accordance with this Agreement. We will not be obligated to refund any Fees to you when you terminate, unless such termination is pursuant to Section 15.2. Your termination will be effective immediately upon our acknowledgement, and in no event later than 30 days from your notice to us. Note that your cancellation of a subscription does not, in and of itself, terminate this Agreement.

10.3 Termination by Us for Cause. We may terminate this Agreement and your access to the Online Service immediately, without any obligation to notify you or refund any Fees, if you are in breach of this Agreement, you misappropriate or infringe any of our intellectual property or proprietary rights, or you fail to make any payment when due.

10.4 Termination by Us for Convenience. In addition, we may terminate this Agreement at any time, for any reason or no reason, by giving you at least 5 days' written notice to the email address you provide when you register for the Online Service. If we discontinue your access to the Online Service immediately (i.e., at the end of the 5 day notice period), we will refund any prepaid, unused subscription fees for the Online Service as soon as practicable thereafter. If you discontinue your access to the Online Service at the end of your subscription period, no unused subscription fees for the Online Service will be refunded.

10.5 Effect of Termination. Upon expiration or termination of this Agreement: (a) all rights and obligations of the parties will cease, except that the following sections will survive: 2, 5.1, 5.2, 5.3, 5.4 (with respect to (a) Smartsheet's license to Your Content and only for the limited period of time that Your Content is retained by Smartsheet following termination, and (b) Smartsheet's disclaimer of liability), 6.4 (with respect to (i) the fact that this Agreement does not apply to your use of any third party applications, and (ii) Smartsheet's disclaimer of liability for the third party applications), 8, 10.5, 11, 12, 14, 15.1, 15.3, and 16 through 22; and (b) notwithstanding any provision of any surviving section, you will have no further right to use the Online Service or Work Product.

## **11. Ownership of the Online Service and Work Product.**

11.1 Online Service and Documentation. As between the parties, Smartsheet retains all right, title and interest in and to (a) the Online Service and the technology and software used to provide it, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Your Content) made available through the Online Service. Except for your rights to access and use the Online Service set forth in this Agreement, nothing in this Agreement licenses or conveys any of Smartsheet's intellectual property or proprietary rights to anyone, including you. You agree that Smartsheet will have a perpetual right to use and incorporate into the Online Service any feedback or suggestions for enhancement that you or Your Users provide to Smartsheet concerning the Online Service, without any obligation of compensation.

**11.2 Work Product.** If you order Professional Services, Smartsheet grants to you a non-exclusive, worldwide license to use any Work Product solely for your personal or internal business purposes in connection with your use of the Online Service during your subscription term. We and our licensors retain all right, title and interest in and to the Work Product, the technology and software used to provide the Work Product, and all intellectual property and proprietary rights therein. You agree that we will have a perpetual right to use and create derivative works based on any feedback or suggestions for enhancement that you or your personnel provide to us concerning the Work Product, without any obligation of compensation.

**12. Privacy.** Smartsheet's privacy practices are detailed in the privacy policy, as it may be updated and posted on the Site from time to time (a current version of which can be found at <https://www.smartsheet.com/privacy>). For the avoidance of doubt, the treatment of Your Content is described in Section 5.5 above and not in the privacy policy.

**13. Professional Services.** You and we may agree for us to provide you with Professional Services specified in a written statement of work or order that references this Agreement. The specifications and Fees for such Professional Services, if any, will be as set forth in such order or statement of work.

**14. Confidentiality.** You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to any person or entity without our prior written consent. "Confidential Information" means any of our financial, technical, or business information that we designate as confidential at the time we disclose it to you, or that you should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of the Online Service, the documentation we provide to you in connection with it, and the Labs Apps and Smartsheet APIs are our Confidential Information. Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of your confidentiality obligation under this Agreement; (b) was independently developed by you without breach of your confidentiality obligation under this Agreement; or (c) is received from a third party who obtained such Confidential Information without breach of any obligation owed to us.

**15. Representations and Warranties; Disclaimer.**

**15.1 General.** Each party represents and warrants that it has the necessary authority to enter into this Agreement.

**15.2 Limited Warranty for Online Service.** Smartsheet represents and warrants that the Online Service will operate substantially as described in the online product descriptions and documentation (if any) made available with the Online Service. Smartsheet's entire liability and your sole remedy for Smartsheet's failure to perform in accordance with this warranty will be for Smartsheet to use commercially reasonable efforts to cure or correct such failure and, if Smartsheet is unable to cure or correct such failure within a reasonable time period, to terminate your subscription upon written notice and issue you a prorated refund of the subscription fees you prepaid for the terminated portion of your subscription.

**15.3 Disclaimer.** You acknowledge that, as an internet-delivered software application, the Online Service may experience periods of downtime, including but not limited to scheduled maintenance. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS SECTION 10, SMARTSHEET MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, LABS APPS, DOCUMENTATION, PROFESSIONAL SERVICES, WORK PRODUCT, SMARTSHEET APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE ONLINE SERVICE OR PROFESSIONAL SERVICES, WHETHER EXPRESS OR IMPLIED. SMARTSHEET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. SMARTSHEET DOES NOT WARRANT THAT THE ONLINE SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. SMARTSHEET MAKES NO REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE THIRD PARTY APPLICATIONS AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR THEM.

**16. Liability Limitation; Damages Exclusion.** SMARTSHEET WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SMARTSHEET HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, SMARTSHEET'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE

FEES ACTUALLY PAID TO SMARTSHEET UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**17. Indemnification.** You will defend, indemnify and hold harmless Smartsheet and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to (a) your breach of this Agreement or (b) Your Content (except to the extent such claim arises from Smartsheet's use of Your Content in violation of this Agreement), including without limitation claims that Your Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law.

**18. Publicity.** Unless you have specifically notified Smartsheet to the contrary in writing, Smartsheet may disclose you as a customer of Smartsheet and use your name and logo on the Site and in Smartsheet's promotional materials. Smartsheet will request your prior consent for any other uses; such consent to be deemed given if you fail to respond to a request within five (5) business days.

**19. Notices.** Except where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five business days after having been sent. Notices must be addressed as follows: if to us, to Attn: Legal Affairs, 10500 NE 8th Street, Suite 1300, Bellevue WA 98004, and for notices permitted to be sent via email, to legal@smartsheet.com; and, if to you, to the contact name and address or email address that you provided us when you initially ordered services.

**20. Entire Agreement.** This Agreement, together with any order form for the Online Service or Professional Services prepared by Smartsheet and executed by you, represents the entire agreement between Smartsheet and you with respect to your use of the Online Service, Professional Services, and the related matters set forth in this Agreement. As between Smartsheet and you, this Agreement expressly supersedes (a) any terms or conditions stated in your purchase order or similar document (whether submitted or executed before or after the start date of your subscription period, if applicable), and (b) any other prior or contemporaneous or agreements or commitments regarding the Online Service, Professional Services, or the other subject matter of this Agreement.

**21. General.** This Agreement has been written in the English language, and you agree that the English language version will govern your use of the Online Service and the other matters described in this Agreement. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Washington, without regard to its conflicts of law rules, and each party consents to exclusive jurisdiction and venue in the state and federal courts located in Seattle, Washington for any dispute arising out of this Agreement. Either party may assign this Agreement in connection with a merger or similar transaction, or to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile or PDF.

## **22. Certain Definitions.**

**"Add-Ons"** means optional features and applications developed by Smartsheet and purchased by you as part of your subscription, including Connectors, Smartsheet Premium Apps, and any other Add-Ons you purchase on the Site or in a subscription order that references this Agreement.

**"Collaborator"** means anyone with a Smartsheet login invited by you (or another Sheet Owner on your account) to access, submit content to, and otherwise use a Sheet.

**"Connector"** means an Add-On developed by Smartsheet that allows for Your Content to be exported to or imported from your account or subscription to a third party service or application.

**"Fees"** means the fees for your subscription to the Online Service (including any changes (e.g., adding users, ordering Add-Ons, etc.) you make during the subscription term) and any Professional Services.

**“Labs Apps”** means any pre-release, alpha or “Smartsheet Labs” Apps that we make available to you separately from the Online Service.

**“Licensed User”** means a user that your SysAdmin has authorized to have certain rights to use the Online Service on your behalf, including to create Sheets, serve as a Sheet Owner, and perform the other functions described in the online documentation for the Online Service.

**“Partner Apps”** means applications developed and owned by third parties for which you purchases a license from Smartsheet on the Site or in an order referencing this Agreement; Partner Apps are made available to you exclusively in accordance with the terms and conditions of the end user license agreements accompanying them (except that the payment provisions of this Agreement will apply).

**“Professional Services”** means implementation, configuration, integration, training, advisory and other professional services related to the Online Service that you purchase from us on the Site or pursuant to an order.

**“Sheet Owner”** means a Licensed User with the right to share, and establish editing and access privileges for, Sheets. Any of Your Users designated as an “admin” for a “Sight” or workspace is a “Sheet Owner” for purposes of this Agreement.

**“Sheets”** means, collectively: (a) online worksheets within the Online Service where Your Users can (depending on the type of user) create, upload, download, organize, store and modify data, content and file attachments; and (b) “Sights,” “workspaces,” “Reports”, and other online areas within the Online Service where Sheets and content from Sheets can be viewed, organized, edited and shared.

**“Smartsheet APIs”** means Smartsheet’s application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, and related software.

**“Smartsheet Premium Apps”** means an Add-On developed by Smartsheet that allows for Your Content to be viewed or manipulated in a separate interface.

**“SysAdmin”** means a user with the right to designate others as Licensed Users or additional SysAdmins, establish limits on how Sheets under your subscription plan can be shared and used, re-assign the ownership of Sheets among Licensed Users, and invite other users to join your account and have their usage managed by you or your SysAdmin.

**“Work Product”** means all software, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written or created by Smartsheet’s personnel in connection with providing the Professional Services.

**“Your Content”** means data, information, file attachments, text, images, personally identifiable information, and other content that is (a) uploaded or submitted to your Sheets by you and (if applicable) Your Users, and/or (b) collected by you and (if applicable) Your Users from third parties using “web forms” or similar features of the Online Service. If you are a Collaborator on a Sheet, the term “Your Content” excludes content or information you submit to that Sheet.

**“Your Users”** means, if you have a multi-user subscription to the Online Service, your Sys Admins and Licensed Users, along with any other users who accept an invitation to join your account and have their usage managed by you or your SysAdmin.