

User Agreement

This User Agreement (“**Agreement**”) is entered into by and between Smartsheet Inc. (“**Smartsheet**”) and the government ordering activity identified in the Order Form, Statement of Work, or similar document (“**Customer**”) and governs Customer’s use of the Subscription Service. It is effective as of the date set forth in the Order Form, Statement of Work, or similar document (the “**User Agreement Effective Date**”). This Agreement governs the use of the Subscription Service, any Professional Services, and any other products or services received from Smartsheet by Customer, whether on a free or paid basis (collectively, the “**Services**”). If Customer is a direct competitor to Smartsheet, Smartsheet reserves the right to disallow Customer’s access to the Services.

1. **Services.**

- 1.1. Subscription Service. Subject to this Agreement, and in consideration of the fees specified in any Order, Smartsheet will make the Subscription Service available to Customer throughout the Term. If Customer purchases a subscription to an Add-On, the Subscription Service will be deemed to include such Add-Ons except as otherwise expressly provided herein. Smartsheet hereby grants Customer a worldwide, revocable, non-exclusive, non-transferable right to access and use the Subscription Service during the Term for Customer’s internal business purposes, pursuant to the terms and conditions of this Agreement.
- 1.2. Professional Services. Subject to this Agreement, and in consideration of the fees specified in any applicable Order or SOW, the parties may agree for Smartsheet to provide Professional Services. The specifications for Professional Services, if any, will be as set forth in an Order or SOW. Smartsheet hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use Work Product resulting from Professional Services during the Term for Customer’s internal business purposes, pursuant to the terms and conditions of this Agreement.

2. **Use of the Subscription Service; Restrictions.**

- 2.1. Conditions. Smartsheet’s provision of the Subscription Service is conditioned on Customer’s acknowledgement and agreement to the following:
 - a) Certain types of information included in the Customer Content may be subject to specific laws (e.g., laws regarding personally identifiable information, payment card information, protected health information, etc.). Customer, not Smartsheet, is responsible for compliance with any such laws. Without limiting the foregoing Customer represents and warrants that if applicable, Customer will provide any required notice to, and obtain any required consent from, individuals and/or other entities related to the Customer Content and any personal or otherwise protected information included therein.
 - b) All Customer Content stored utilizing the Subscription Service is maintained in encrypted form (in transit and at rest) and Smartsheet does not access Customer Content except: (i) as requested by Customer to enable the provision of customer support; and (ii) as necessary for Smartsheet to (1) comply with applicable law or legal proceedings, or (2) investigate, prevent or act against suspected abuse, fraud or violation of this Agreement. For the avoidance of doubt, Smartsheet will treat as confidential any Customer Content accessed pursuant to this section. Unless prohibited by law, if Smartsheet receives a

request from an individual to access, amend, or delete their personal information stored as Customer Content or Account Information provided by Customer, Smartsheet will refer such requests to Customer. Customer will be responsible for responding to such requests as required by applicable law, and Smartsheet will provide Customer with reasonable support as necessary to facilitate Customer's response.

- c) The Subscription Service facilitates the sharing of information within Customer's organization and potentially outside of Customer's organization. Between Customer and Smartsheet, Customer has exclusive control over the distribution of and access to the Customer Content.
- 2.2. Login Credentials. Each set of login credentials for the Subscription Service may be used only by a single, individual Customer User. Customer agrees to promptly notify Smartsheet of any unauthorized access or use of which Customer becomes aware. Customer will be responsible for all use and misuse of the Subscription Service that occurs under Customer Users' login credentials, and for any breach of this Agreement by any Customer Users.
 - 2.3. Prohibited Use. Customer will not, and will ensure that Customer Users do not: (a) "frame," distribute, resell, or permit access to the Subscription Service by any third party other than for its intended purposes; (b) use the Subscription Service other than in compliance with applicable laws; (c) interfere with the Subscription Service or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Subscription Service, or attempt to discover the underlying source code or structure of the Subscription Service; (e) submit to the Subscription Service any content or data that violates the Acceptable Use Policy attached as Exhibit A ("**Acceptable Use Policy**"); (f) submit to the Subscription Service any malware or any unauthorized feature that is designed to alter any software, program, data, device, system or service, or provide unauthorized access to the Subscription Service; or (g) use any robot, spider, data scraping tool, extraction tool, or similar mechanism with respect to the Subscription Service.
 - 2.4. Usage Limitations. Customer's subscription is subject to the limits on Licensed Users set forth in each Order as well as the storage and other limitations set forth in the Subscription Limits Policy attached hereto as Exhibit B.
 - 2.5. Account Information. Account Information will be provided to Smartsheet by Customer Users, but Customer may provide certain Account Information (e.g., Customer User titles, departments, phone numbers, or profile pictures) for Customer Users when configuring Customer's account. Except for name and email address, Customer Users may elect whether to display their Account Information within the Subscription Service. If Account Information is provided by Customer, Customer represents and warrants that: (a) Customer has provided all required notice to Customer Users pursuant to applicable law, Customer policy, etc.; and (b) Customer has all rights, permissions, and consents necessary: (i) to provide the Account Information to Smartsheet; and (ii) for the display of such Account Information within the Subscription Service. Per Section 2.1(b) above, Smartsheet will refer to Customer any requests related to the Account Information that was provided by Customer, and will provide Customer reasonable assistance to facilitate Customer's response to such requests, unless prohibited by law.

3. **Customer Content; Account Information; Processing of Data.**
 - 3.1. Disclosure. The Subscription Service is designed to facilitate collaboration and sharing of Customer Content among Customer Users and, if elected by Customer Users, with third parties. As specified in Section 2.5 above, use of the Subscription Service also entails disclosure of some Account Information (e.g., name and email address) to other users. Smartsheet will not be responsible for any distribution, publication, display, or other disclosure of Customer Content or Account Information by Customer Users or Collaborators via the Subscription Service.
 - 3.2. Processing. Customer agrees that Smartsheet may: (a) process the Customer Content to make the Subscription Service available to Customer; and (b) process the Account Information as necessary to provide the Subscription Service, administer its business relationship with Customer (including for billing, customer support, and product-related communications), and as otherwise set forth in the Privacy Policy.
 - 3.3. Service Providers. In addition, Smartsheet may allow service providers who act on Smartsheet's behalf to process Customer Content and Account Information in connection with Smartsheet's provision of the Subscription Service, provided that: (a) such service providers are subject to confidentiality obligations that are substantially as protective of the Customer Content and Account Information as those set forth in this Agreement; and (b) Smartsheet will be responsible for any breach of this Agreement by such service providers.
 - 3.4. Security. Smartsheet will provide and maintain commercially reasonable information security policies and safeguards, which include technical and organizational measures, designed to preserve the security, integrity, and confidentiality of the Customer Content and to protect it against unauthorized access and information security threats.
 - 3.5. Treatment at Termination. The Subscription Service includes a feature that permits Customer, at any time during the Term, to obtain a zip file backup that includes: (a) Customer's then-current file attachments in their native file formats; and (b) all other then-current Customer Content in an Excel file. Upon the effective date of termination, Smartsheet has no obligation to retain, and may delete, Customer Content.
 - 3.6. Ownership. As between the parties, Customer retains all right, title, and interest in and to all Customer Content. Customer represents and warrants that it has all rights, permissions, and consents necessary: (a) to submit all Customer Content to the Subscription Service; (b) to grant Smartsheet the limited rights to process Customer Content as set forth in this Agreement; and (c) for any transfer or disclosure of Customer Content among or by Customer Users and Collaborators.
4. **Additional Products and Services.**
 - 4.1. Connectors. Customer may (if Customer's subscription includes one or more Connectors) use Connectors to integrate the Subscription Service with Customer's accounts or subscriptions to third-party services or applications. In such case, Customer Users may transfer information between the Subscription Service and such third-party services or applications via the Connectors, resulting in the modification of Customer Content or the content and information stored in Customer's third-party services or applications. Smartsheet will have no liability for modification or deletion of Customer Content or data in third-party services or applications through use of a Connector by a Customer User.

- 4.2. Online Training. Customer may have access to the Training Resources. In such case, Smartsheet hereby grants Customer a worldwide, revocable, non-exclusive, non-transferable right to access and use the Training Resources during the Term for Customer's internal business purposes, pursuant to the terms and conditions herein. Customer acknowledges that the Training Resources are subject to change, and Smartsheet does not guarantee the availability of any content. The Training Resources are not part of the Subscription Service.
- 4.3. Smartsheet Labs Apps. Smartsheet may make Labs Apps available to all users of the Subscription Service. Customer Users are granted a worldwide, revocable, non-exclusive, non-transferable right to access and use the Labs Apps during the Term for Customer's internal business purposes, pursuant to the terms and conditions herein. Customer acknowledges that use of the Labs Apps is at Customer's sole risk and responsibility, and access to the Labs Apps may be terminated at any time. Labs Apps are made available without charge and are not part of the Subscription Service.
- 4.4. Community Features. Smartsheet may make public forums, online communities, or bulletin boards ("**Community Features**") available to all users of the Subscription Service. Customer Users are granted a worldwide, revocable, non-exclusive, non-transferable right to use the Community Features, pursuant to the terms and conditions herein. Customer Users who use the Community Features: (a) grant Smartsheet a worldwide, perpetual, non-exclusive, royalty-free, transferable right to use content posted by such Customer Users ("**Community Content**") to provide the Community Features and improve the Services; (b) acknowledge that Community Content may not be able to be deleted; and (c) are responsible for all activity that occurs under their account, including any liability arising from their Community Content. All Community Content (including any links to third-party sites or applications) provided by Customer Users must comply with the Acceptable Use Policy. Smartsheet reserves the right to remove, edit, or reinstate any Community Content in its sole discretion, and without notice to the originating Customer User. Smartsheet disclaims all liability arising from the Community Content and use of the Community Features, including exposure to content that is potentially offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Customer acknowledges that use of the Community Features is at Customer's sole risk and responsibility, and access to the Community Features may be terminated at any time. The Community Features are made available without charge and are not part of the Subscription Service.
- 4.5. Third-Party Applications. Third-party applications and web services, including without limitation Partner Apps, may be available to Customer for use with the Subscription Service. These applications and services are provided by third parties and are not part of the Subscription Service, except where otherwise specified. Third-party applications and services are subject to any end user license agreements that accompany them, and Smartsheet has no liability whatsoever with respect to any 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 Customer under an applicable Order.
- 4.6. Smartsheet API. Smartsheet may make an application programming interface ("**API**") available to Customer enabling Customer to create and access Customer Content via Customer's own application. During the Term, Smartsheet grants Customer a non-exclusive, non-transferable license to use the API solely for Customer's internal use. Customer shall not use the API to

access data or a Smartsheet account belonging to a third party unless Customer has entered into Smartsheet's Third-Party Application Developer Agreement and Smartsheet has provided Customer with an application ID for authentication purposes.

5. Free Access.

5.1. Free Access. If Customer is provided with access to any Service at no charge, Customer acknowledges that (a) the version available to Customer may not include or allow access to all features and functionality available to paid subscribers and (b) the Service is made available to Customer on an "as is" basis without any warranty, support, maintenance, or other obligation of any kind. Add-Ons provided without charge are not part of the Subscription Service for purposes of this Agreement. Smartsheet may terminate Customer's free access to any Service at any time, unless otherwise specified. Any use of a Service at no charge is at Customer's sole risk and responsibility.

6. Term.

6.1. Term. This Agreement will remain in effect throughout the Term unless earlier terminated.

6.2. Term; Renewal of Orders. Each Order remains in effect for the initial Subscription Term specified therein ("**Initial Term**") and any renewal periods mutually agreed on by the parties in writing (each a "**Renewal Term**," and collectively with the Initial Term, the "**Term**").

6.3. Term of SOWs. Each SOW remains in effect for the period specified therein. If no period is specified, the SOW will expire once the Professional Services set forth in the SOW have been completed.

6.4. Effect of Expiration. Upon expiration of this Agreement: (a) all Orders and SOWs under this Agreement will expire; (b) all rights and obligations of the parties hereunder will cease (except as set forth in Section 6.6 below); and (c) Customer will remain obligated to pay for Professional Services rendered through the effective date of expiration.

6.5. Survival. The following sections will survive expiration of this Agreement: 3.2 (Processing), 3.5 (Treatment at Termination), 3.6 (Ownership), 4.4 (Community Features), 4.5 (Third-Party Applications), 5.1 (Free Access), 6.5 (Survival), 7 (Proprietary Rights), 8 (Confidentiality), 11 (Limitation of Liability; Damages Exclusion), 12 (Indemnification), 14 (Non-Solicitation), 16 (Notices), 17 (Entire Agreement), and 18 (General).

7. Proprietary Rights. As between the parties, Smartsheet retains all right, title and interest in and to: (a) the Services, Work Product (except for any Customer confidential information used to develop the Work Product), and the technology and software used to provide them, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Customer Content and Account Information) made available through the Services. Except for the licenses as set forth in this Agreement, this Agreement does not convey any of Smartsheet's intellectual property or proprietary rights to anyone, including Customer. Customer agrees that Smartsheet will have a perpetual right to use and incorporate any feedback or suggestions for enhancement that Customer or a Customer User provides to Smartsheet regarding the Services without any obligation of compensation.

8. **Confidentiality of Smartsheet Information.**

- 8.1. Smartsheet Confidential Information. “**Confidential Information**” means all non-public, proprietary business, technical, legal, or financial information disclosed to or learned by Customer in connection with the business relationship between the parties which Smartsheet has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding disclosure, Customer should treat as confidential. Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to Customer; (b) information that becomes generally known to the public (other than through a breach of this Section 8 by Customer) after disclosure to Customer; (c) information that was in Customer’s possession free of any obligation of confidentiality prior to disclosure by Smartsheet; (d) information that is rightfully received by Customer from a third party without any restriction on disclosure; or (e) information that was independently developed by Customer without reference to or use of Smartsheet Confidential Information. All Confidential Information is provided “AS IS.” SMARTSHEET MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.
- 8.2. Use and Disclosure of Confidential Information. Customer: (a) will not use the Confidential Information for any purpose except in connection with this Agreement; (b) will not disclose, give access to, or distribute any of the Confidential Information to any third party, except to the extent expressly authorized in a separate written agreement signed Smartsheet; and (c) will take reasonable security precautions (which will be at least as protective as the precautions Customer takes to preserve its own confidential information of a similar nature) to keep the Confidential Information confidential. Notwithstanding the foregoing, Customer may disclose the Confidential Information to those of its employees, directors, affiliates, advisors, agents, contractors, and other representatives (“**Representatives**”) who need to know such information, provided that each such Representative is bound to protect the Confidential Information by confidentiality obligations substantially as protective as this Agreement. Customer will be responsible for its Representatives’ disclosure or use of the Confidential Information in violation of this Section 8. Customer will promptly notify Smartsheet upon discovery of any unauthorized disclosure or use of the Confidential Information, or any other breach of this Section 8, by Customer or its Representatives. Customer’s (and its Representatives’) obligations under this Section 8 cease to apply to information upon the later of: (i) the termination of this Agreement; or (ii) after three (3) years have passed from the date on which the Confidential Information was first disclosed.
- 8.3. Return of Materials. Upon written request by Smartsheet, Customer will: (a) either return or destroy all documents and media in its possession or control that contain the Confidential Information; and (b) certify its compliance with this Section 8.3 in writing. Notwithstanding the foregoing, Customer will not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with Customer's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup will remain subject to this Section 8.

- 8.4. Intellectual Property; No Obligation to Disclose. Smartsheet retains all rights, title, and interest in and to the Confidential Information, including all intellectual property and proprietary rights therein. The disclosure of the Confidential Information to Customer does not grant or convey any right of ownership of such Confidential Information.
- 8.5. Required Disclosures. Customer may disclose the Confidential Information to the extent required by law or legal process. In such cases, however, Customer will (except to the extent prohibited by law or legal process from doing so): (a) give Smartsheet prior notice of such disclosure so as to afford Smartsheet a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with Smartsheet, at Smartsheet's expense, in Smartsheet's efforts to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection.
9. **Privacy**. Customer acknowledges and agrees that use of the Services is subject to Smartsheet's privacy practices, which are described in the Privacy Policy attached hereto as Exhibit C. For the avoidance of doubt, the Privacy Policy details Smartsheet's handling and treatment of Customer Content and Account Information.
10. **Representations and Warranties; Disclaimer**.
- 10.1. Authority Warranty. Customer represents and warrants that Customer has the necessary authority to enter into this Agreement on behalf of themselves or the entity they are representing, as applicable. If Customer is accepting this Agreement in connection with Customer's use of the Services on behalf of any entity, Customer acknowledges and agrees that this Agreement will be enforceable against such entity.
- 10.2. Limited Warranty for Subscription Service. If Customer has paid fees under this Agreement for the Subscription Service, Smartsheet represents and warrants that the Subscription Service will operate substantially as described in the online product descriptions written or created by Smartsheet and made available on the Site. Customer must notify Smartsheet in writing of any alleged failure by Smartsheet to comply with this warranty within thirty (30) days of such failure. Upon receipt of such notice, Smartsheet will either: (a) use commercially reasonable efforts to cure or correct the failure, or (b) terminate the applicable Order and issue a prorated refund for the terminated portion of the Subscription Services. The foregoing sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability for breach of the limited warranty specified herein.
- 10.3. Limited Warranty for Professional Services. If Customer has paid fees under this Agreement for Professional Services, Smartsheet represents and warrants that the Professional Services will be provided in a competent and workmanlike manner in accordance with the Order or SOW, as applicable. Customer must notify Smartsheet in writing of any alleged failure by Smartsheet to comply with this warranty within thirty (30) days following delivery of the Professional Services. Upon receipt of such notice, Smartsheet will either: (a) use commercially reasonable efforts to cure or correct the failure, or (b) terminate the Professional Services and issue a prorated refund for the terminated portion of the Professional Services. The foregoing sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability in connection with the limited warranty specified herein.

10.4. Disclaimer. Customer acknowledges that the Services 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 SERVICES, AND ANY INFORMATION OR MATERIALS RELATED THERETO OR MADE AVAILABLE THEREFROM, 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 SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. SMARTSHEET MAKES NO REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE THIRD-PARTY APPLICATIONS AND COMMUNITY CONTENT, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR.

11. **Limitation of Liability.**

11.1. Exclusion of Consequential and Related Damages; Cap on Damages. SMARTSHEET WILL NOT BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF SMARTSHEET HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. SMARTSHEET'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SMARTSHEET UNDER THE ORDER FORM OR SOW TO WHICH THE LIABILITY RELATES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

11.2. General. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. The fees for the Services reflect this allocation of risk and limitation of liability. Customer agrees that these provisions apply even if the remedies are insufficient to cover all of the losses or damages of Customer or fails of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

12. **Indemnification.**

12.1. By Smartsheet. If Customer has paid fees under this Agreement for the Services, Smartsheet will defend Customer, Customer's corporate affiliates, and their respective directors, employees, and agents ("**Customer Indemnified Parties**") from and against any claims, demands, proceedings, investigations, or suits brought by a third party alleging that Customer's use of the Subscription Service or Work Product in accordance with this Agreement infringes any third-party intellectual property rights (each an "**Infringement Claim**"). Smartsheet will indemnify Customer Indemnified Parties for any damages, reasonable attorneys' fees, and costs resulting from an Infringement Claim and finally awarded against Customer or agreed to be paid by Customer in a written settlement approved by Smartsheet in writing. Notwithstanding the foregoing, Smartsheet will have no obligation under this Section 12.1 to the extent any alleged infringement arises from: (a) Customer's use of the Subscription

Service or Work Product in combination with technology or services not provided by Smartsheet, if the infringement would not have occurred but for such combination; (b) Customer Content; (c) Smartsheet's compliance with designs, specifications, or instructions provided by Customer if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use by Customer after notice by Smartsheet to discontinue use. If Customer is enjoined or otherwise prohibited from using any of the Subscription Service or Work Product or a portion thereof based on an Infringement Claim, then Smartsheet will, at Smartsheet's sole expense and option, either: (i) obtain for Customer the right to use the allegedly infringing portions of the Subscription Service or Work Product; (ii) modify the allegedly infringing portion of the Subscription Service or Work Product so as to render it non-infringing without substantially diminishing or impairing its functionality; or (iii) replace the allegedly infringing portions of the Subscription Service or Work Product with non-infringing items of substantially similar functionality. If Smartsheet determines that the foregoing remedies are not commercially reasonable, then Smartsheet may terminate the applicable Order or SOW and issue a prorated refund of fees prepaid by Customer for the terminated portion of the Initial Term or then-current Renewal Term. This Section 12.1 sets forth Smartsheet's sole liability and Customer's sole and exclusive remedy for any actual or alleged infringement by Smartsheet of any third-party intellectual property rights.

12.2. Conditions. The indemnifying party's obligations under this Section 12 are contingent on the indemnified party: (a) promptly providing written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that any settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party); and (c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. The indemnified party may participate in the defense of the claim at its sole cost and expense. Notwithstanding the preceding, the U.S. Department of Justice has the sole right to represent the United States in any such action in accordance with 28 U.S.C. 516.

13. **Publicity**. Smartsheet will not disclose Customer as a customer of Smartsheet or use Customer's name or logo without Customer's prior written consent.

14. **Non-Solicitation**. [Intentionally left blank.]

15. **Federal Government Customers**. The Subscription Service is a "commercial item" consisting of "commercial computer software" as defined in FAR 2.101. Smartsheet provides the Subscription Service for federal government end use in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and for Department of Defense agencies in accordance with DFAR 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation).

16. **Notices**. Customer agrees to receive all communications, agreements, and notices from Smartsheet electronically, including by e-mail, in-app notifications through the Subscription Service, or by posting them on the Site. Customer further agrees such communications provided electronically will

satisfy any legal requirement that such communications be in writing. Except where this Agreement permits notice to Smartsheet via email, all notices provided under this Agreement must be in writing and sent via internationally recognized delivery service or certified U.S. mail. Notices sent via email will be deemed given one (1) business day after being sent; notices sent via any other authorized delivery method will be deemed given five (5) business days after being sent. Notices to Smartsheet must be addressed as follows: *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.

17. **Entire Agreement.** This Agreement and any Orders or SOWs represent the entire agreement between Smartsheet and Customer with respect to Customer's use of the Services, excluding the Mobile App which is governed by a separate end-user license agreement (a current version of which can be found at <https://www.smartsheet.com/mobile-eula>). In the event of conflict between this Agreement, any Orders or SOWs, a Customer purchase order or similar document, and any other contemporaneous or prior agreements or commitments regarding the Subscription Service or the other subject matter of this Agreement, the conflict shall be resolved in accordance with GSAR 552.212-4(s). For the avoidance of doubt, this Agreement will not supersede any non-disclosure agreement entered into by the parties governing information exchanged prior to Customer's use of the Services or for purposes unrelated to this Agreement. Smartsheet expressly agrees that any end-user agreement governing use of the Training Resources and Community Features by Customer Users will be considered null and void and will not supersede this Agreement.

18. **General.** This Agreement and any Orders or SOWs are governed by the laws of the United States. The waiver of any breach of any provision of this Agreement or of any Order or SOW will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement or of any Order or SOW is held to be unenforceable, then the unenforceable provision may be construed by a court of competent jurisdiction, and the rest of this Agreement or the relevant Order or SOW is to remain in effect as written.

19. **Definitions.**

"**Acceptable Use Policy**" has the meaning given in Section 2.3.

"**Account Information**" means personal information about Customer Users provided to Smartsheet in connection with the creation or administration of Customer User accounts. For example, Account Information includes names, email addresses, and other profile information associated with a Customer User account. Account Information does not include aggregate or de-identified information compiled from Account Information that does not identify Customer, any Customer User, or any other individual.

"**Add-Ons**" means optional features and applications developed by Smartsheet and purchased and included as part of Customer's subscription, including Connectors, Premium Apps, and the other Add-Ons indicated in each Order.

"**Collaborator**" means a user with a Smartsheet login invited to access and use a sheet.

"**Community Content**" has the meaning given in Section 4.4.

"**Community Features**" has the meaning given in Section 4.4.

"**Confidential Information**" has the meaning given in Section 8.1.

“Connector” means an Add-On developed by Smartsheet that allows for Customer Content to be exported or imported from Customer’s account or subscription to a third-party service or application.

“Customer Content” means data, information, file attachments, text, images, personally identifiable information, and other content that is (a) uploaded or submitted to the Subscription Service by Customer Users; and/or (b) collected by Customer Users from third parties using “forms” or similar features of the Subscription Service. Customer Content does not include usage, statistical, and technical information related to Customer Content that does not reveal the actual contents of the Customer Content.

“Customer Indemnified Parties” has the meaning given in Section 12.1.

“Customer User” means, collectively, all (a) Licensed Users; (b) SysAdmins (regardless of whether they are Licensed Users); and (c) any Non-Licensed Users.

“Infringement Claim” has the meaning given in Section 12.1.

“Initial Term” has the meaning given in Section 6.2.

“Labs Apps” means any pre-release, alpha or “Smartsheet Labs” Apps that Smartsheet may make available to Customer separately from the Subscription Service.

“Licensed User” means a user with certain rights to use the Subscription Service on Customer’s behalf. Customer’s SysAdmin(s) may designate any user with a registered Smartsheet login as a Licensed User.

“Mobile Application” or **“Mobile App”** means the mobile application that can be downloaded through the Apple App Store or Google Play Store, which allows Customer Users to access the Subscription Service on their mobile device.

“Non-Licensed User” means a user with a Smartsheet login who (a) is not a Licensed User and (b) accepts an invitation to join Customer’s account and have his or her usage managed by Customer’s SysAdmin.

“Order” means (a) an electronic or tangible order form or (b) online order, setting forth commercial details of a subscription to the Subscription Service (including any Add-Ons) and the purchase of associated Professional Services (if any), and incorporating this Agreement by reference.

“Partner Apps” means applications developed and owned by third parties for which Customer purchases a license from Smartsheet under this Agreement and are made available to Customer 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).

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

“Privacy Policy” has the meaning given in Section 9.

“Professional Services” means implementation, configuration, integration, training, advisory, and other professional services related to the Subscription Service that are specified in an SOW or Order.

“Renewal Term” has the meaning given in Section 6.2.

“Representatives” has the meaning given in Section 8.2.

“Site” means Smartsheet’s website at <http://www.smartsheet.com>.

“SOW” means a statement of work or similar document that describes Professional Services, establishes the fees for the Professional Services, references this Agreement, and is executed by an authorized representative of each party.

“Subscription Limits Policy” has the meaning given in Section 2.4.

“Subscription Service” means Smartsheet’s internet-delivered work collaboration service.

“SysAdmin” means a user with certain administrative control rights over Customer’s subscription plan.

“Term” has the meaning given in Section 6.2.

“Training Resources” means Smartsheet’s online training portal and the content therein.

“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.

EXHIBIT A Acceptable Use Policy

Last Updated: July 31, 2017

This Acceptable Use Policy (“**AUP**”) governs your use of Smartsheet’s website (www.smartsheet.com), our mobile applications, and the Smartsheet work collaboration platform (“**Platform**”). We will refer to these collectively as the “**Sites**”. When we refer to “**Services**”, we mean the Sites and the services available through them. Smartsheet reserves the right to modify or update this policy from time to time. You agree not to use the Services in any way that could harm or impair others’ use; prohibited actions include:

- Breaching or otherwise bypassing any security or authentication measures.
- Transmitting viruses, malware, or any other malicious or destructive code. Prohibited items include: any routine, device, or other undisclosed feature (e.g. so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door or software routine) that is either (1) designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service; or (2) intended to provide unauthorized access or to produce unauthorized modifications.
- Distributing content that harms or interferes with the operation of any Smartsheet or third-party networks, servers, or other infrastructure.
- Using any robot, spider, data scraping or extraction tool, or similar mechanism.
- Using the Subscription Service for phishing scams.
- Accessing, tampering with, or using nonpublic areas within the Services or shared areas within the Services to which you have not been invited.

You agree that you will not, and will not permit others, to use the Services to:

- Commit or encourage fraudulent or illegal activities in violation of any applicable laws, rules, or regulations (including those related to child pornography, gambling, or piracy).
- Use, store, share, host, copy, distribute, display, publish, transmit, or send objectionable content; prohibited content includes content that is or could be deemed: offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, or harmful to others.
- Distribute unwanted, unsolicited, or harassing mass e-mail or send unwanted promotional or commercial content (“**Spam**”).
- Infringe or misappropriate any Smartsheet or third-party copyright, trademark, or other intellectual property, proprietary right, license right, or legal content protection.
- Mislead or confuse others by pretending to be someone else or pretending to represent an organization you do not represent.
- Distribute others’ personal and confidential information (e.g. credit card numbers, confidential national ID numbers, or account passwords) without their permission.

HIPAA

Under Health Information Portability and Accountability Act, certain information about a person’s health or health care services is classified as Protected Health Information (“**PHI**”). Unless you have signed a Business Associate Agreement with Smartsheet, you may not store PHI in Smartsheet. HIPAA

compliance is dependent on your adherence to the Smartsheet HIPAA Implementation Guide. The guide provides information on features and security controls that must be adjusted to ensure HIPAA-compliance.

If you are interested in learning more about Smartsheet and meeting HIPAA obligations please visit the [Contact Us Healthcare page](#), and a member of the team will follow up with you.

Reporting Potential Issues

If you encounter content that you believe violates the above policies, please report it to us using the [“Report Abuse”](#) link. Smartsheet reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of the Service.

**EXHIBIT B
Subscription Limits Policy**

Date of Last Revision: October 2, 2017

Modifications to Policy

Smartsheet reserves the right, in its sole discretion, to modify this Limits Policy at any time.

API Limits

API limits are based around the number of sheet rows that are either written or read through API calls. Each plan type gets a minimum number of allowable read/writes as shown in the table below. If a plan exceeds this number of read/writes, then Smartsheet offers customers the opportunity to purchase additional capacity. This is very rare and occurs only in very unusual use cases. Please contact us for additional pricing details at sales@smartsheet.com.

Rule Limits Per Sheet	Included with Individual/Basic	Included with Team	Included with Business	Included with Enterprise	Included with Enterprise Legacy
Plan Limits	5,000	25,000	50,000	50,000	50,000

File Storage Limits

File storage limits apply to the space needed for all files uploaded as attachments. This includes images in grid, and images in Sights. Team plan file storage capacity is shared amongst all plan users and is based on 100 GB per user. A 5-user Team plan provides 500 GB (5 x 100 GB).

Rule Limits Per Sheet	Included with Individual/Basic	Included with Team	Included with Business	Included with Enterprise	Included with Enterprise Legacy
Plan Limits	50 GB	100 GB per Licensed User	100 GB per Licensed User	100 GB per Licensed User	30 GB per User

Notification and Automated Actions Rule Limits

Notification and automated actions (approval requests and update request) rule limits are applied per sheet. Each plan type gets a maximum number of rules. Rules are a set of triggers, conditions, and actions that goes into creating a notification or automated action. Automated actions are available for Business and Enterprise plans only.

Rule Limits Per Sheet	Included with Individual/Basic	Included with Team	Included with Business	Included with Enterprise	Included with Enterprise Legacy
Plan Limits	1	5	50	150	150

EXHIBIT C
Privacy Policy

Last Updated: May 22, 2018

At Smartsheet, we value your privacy and respect your interest in knowing how information about you is collected and used. This privacy policy (“Policy”) describes how we collect, use, and disclose information that we gather about visitors to our websites, including www.smartsheet.com (collectively, “Sites”), and from users of the Smartsheet work collaboration platform (“Platform”), the Smartsheet mobile applications (collectively, “Apps”), as well as our services available through the Sites, Apps, and Platform (collectively, “Services”), and the information we collect when we communicate with customers, users, or other individuals related to the Services (whether by phone, email, or other method). This Policy also outlines your rights and choices with regard to the information collected about you. Please click on a topic below to learn more:

1. “Content” vs. Other Information
2. Other Information We Collect
3. Access to Content
4. Purposes for Which We Use Personal Data
5. How We Share Information
6. Use of Cookies, Tracking Technologies, Analytics, and Behavioral Marketing
7. Your Choices and Rights
8. Data Retention
9. How We Protect Your Information
10. Blogs; Forums
11. Linked Sites; Third Party Widgets
12. Children
13. International Transfers and Privacy Shield Notice
14. Changes to this Policy
15. How to Contact Us/Dispute Resolution
16. English Version Controls

Who are “we”?: This Policy sets out how Smartsheet Inc. and our affiliated companies (together, “Smartsheet” (or “we”) handles your personal data. Smartsheet Inc. is the data controller for your personal data. Where processing of personal data is undertaken by our affiliated companies, they are joint controllers with Smartsheet Inc. for your personal data. Our current affiliate controller is: Smartsheet UK Ltd., c/o Codebase, Argyle House, 3 Lady Lawson Street, Edinburgh, EH3 9DR. Correspondence can be directed to Jonathan McCrimmond (jonathan.mccrimmond@smartsheet.com).

Who are “you”?: This Policy applies to any visitor to our Sites; users of the Services; individuals who contact us or with whom we communicated via phone, email, or otherwise; and Customers, including both free trial and paid account holders.

To EU Residents: Smartsheet processes your personal data in accordance with the EU data protection legislation, including national or international legislation implementing the EU Data Protection Directive (until superseded), the Privacy in Electronic Communications (“ePrivacy”) Directive (EU), and the General Data Protection Regulation (EU) 2016/679 (“GDPR”), as amended or superseded.

1. “Content” vs. Other Information.

Our Services permit Customers to share and manage information by creating, uploading, and attaching what we call “Content” to sheets that can be shared, stored, and accessed through the Site. In this Policy, we distinguish between Content and all other information about you. We have no control over the information contained within Content, including any personal data. Content does not include usage information we collect about how users access, create, share, and manage Content (e.g., file sizes or access logs). Smartsheet is a data processor of the Content, and will only process personal data from the Content on behalf, and under the instructions, of our Customers (the data controllers) or where otherwise required by applicable laws. For more information about Content, please refer to the agreement that governs your use of the Services.

Sensitive Data. We have no control over whether Sensitive Data is contained in Content. However, we do not intentionally collect - and will not request - Sensitive Data. If a Smartsheet employee discovers that we have received Sensitive Data, the employee will inform a designated contact within our company who will assess the processing of such data. “Sensitive Data” means personal data that discloses an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, criminal proceedings, biometrics, and data concerning health.

2. Other Information We Collect About You.

This section describes information that is not Content.

We collect personal data about you directly from you, from others (e.g., your employer if you use an enterprise account), and automatically when you use the Services. If the personal data we process is needed to comply with law, or to enter into or perform an agreement with you, we will inform you accordingly at the time of such data collection. If we cannot collect this data, we may be unable to onboard you as a customer or provide products or services to you.

Information We May Collect Directly from You.

At Account Creation. An email address is required to provision a new Smartsheet account (paid or trial). Without this, we are unable to create your account. You may choose to provide other information at account creation, including contact information (full name, phone number, etc.), employment details (company name/size, your job title, etc.), and a system administrator’s email (if not you).

When Enhancing Your Profile. Account-related information described above can be added in the Platform or through the Community Features to enhance your profile. You may also choose to add a profile image or to import contacts from an address book.

When Purchasing Services. If you purchase a paid subscription, you may need to provide us billing and payment information, including full name, company name, billing/shipping address, and credit card number. If you do not provide us this information, you may be unable to subscribe and your access to our Services may be limited.

When Attending Events. We may collect or otherwise receive personal data such as your name, address, phone number, and email when you register for or attend an event where Smartsheet in a sponsor or participant.

In Online Submissions. We collect information through interactive features of our Sites - e.g., when you submit online forms; participate in surveys, contests, promotions, or sweepstakes; join online chat discussions; request customer support; respond to “Contact Us” invitations; submit testimonials; or if you refer a friend (see Referrals). Personal data gathered may include contact information (full name, phone number, email, etc.), employment details (company name/size, job title, etc.), information about your use of Smartsheet, and any other information you choose to share.

In Other Communications. You may share information in communications with us relating to the Services, including during phone calls (and call recordings), chats, or over email. Personal data gathered may include contact information, employment details, user preferences, and any other information you choose to share. Please only provide us personal data that we need in order to respond to your request.

Information We Collect From Your Employer. If you use the Services through an enterprise account, your employer will provide Smartsheet your email address in order to provision your account. Your employer may choose to share additional information about you including your profile image, contact information (e.g., full name, phone number, etc.), and employment details (e.g., job title).

Information We Collect From Third Parties.

When Purchasing Services. A third-party intermediary is used to manage credit card processing. It is not permitted to store, retain, or use your billing information for any purpose except for credit card processing on our behalf.

From Your Third Party Accounts. You may choose to allow Smartsheet to access information from accounts you have with other providers:

Single Sign-On. You may be able to log into the Sites using third-party provided, single sign-on services such as Google OpenID, Skype, and Microsoft Single Sign-On. If these services are used to authenticate your identity, you will be asked to share certain personal data with us, such as your name, email address, and other information as indicated when you authenticate your log-in; we may also request or allow you to share other information, such as your image, from these accounts.

Integrations. Our Sites may provide access via connectors and integrations (“Integrations”) to your third party accounts such as Slack or Facebook. Integrations can be used to pull and/or push information in and out of the Platform, and to enable the applicable third party to receive notifications, such as sheet updates, from the Service. Any information you authorize to be transferred from the Platform for the purposes of an Integration is governed by the third party’s privacy statement, not this one. We encourage you to carefully read the privacy statement of any third party you authorize to receive information from the Platform.

Third Party Sources. Subject to applicable laws, we may gather information about you from lead-sharing tools including LinkedIn Lead Generation, or as leads from Smartsheet's global resale partners, as well as public information - including internet searches relating to you or your company - in order to better service your account and to provide more relevant assistance and marketing.

Information We Collect Automatically. We gather information about your use of the Services through cookies, web beacons, java script, log files, database lookup, pixels, and other technologies. We may automatically collect: your domain name, browser type, browser language preference, device type and operating system; page views and links you click within the Sites; IP address, device ID, or other identifier; location information; date and time stamp, and time spent using the Services; referring URL; and your activity within the Sites. We may combine this information with other information we have collected about you, including your user name, name, and other personal data. See "Use of Cookies, Tracking Technologies, Analytics and Behavioral Marketing" for details.

3. Content.

Our Customers are responsible for ensuring that Content is collected and handled (including any personal data therein) in compliance with applicable laws. As a processor, we handle Content as directed by our Customers (the controllers), pursuant to our relevant customer agreements. We only access Content as necessary to:

- Respond to customer support requests (including, with respect to enterprise users, company administrator requests).
- Comply with the law or legal proceedings; for example, we may disclose Content in response to lawful requests by public authorities, including responding to national security or law enforcement disclosure requirements.
- Investigate, prevent, or take action against suspected abuse, fraud, or violation of our policies and terms.

4. Purposes for which We Use Personal Data

We use the personal data we collect under this Policy in furtherance of our legitimate business interests, which include:

- **Provision of Services:** To provide and operate our Services, fulfill your orders and requests, process your payments, for bug and error reporting and resolution, to perform upgrades and maintenance, and for similar purposes.
- **Customer Support:** To communicate with you about your use of the Services; respond to your communications, complaints and inquiries; provide technical support; and for other customer service and support purposes.
- **Personalization:** To tailor content we send or display to you in order to offer location customization and personalized help and instructions, and to otherwise personalize your experience using the Services.
- **Marketing and Promotions:** For direct marketing and promotional purposes. For example, we may use contact information such as your email address to send you newsletters, special offers or promotions, or to otherwise contact you about Smartsheet products or information we think may

interest you. As explained above, we do not use Content for direct marketing purposes. If you are located in a jurisdiction that requires opt-in consent to receive electronic marketing messages, we will only send you such messages if you opt-in to receive them. You may opt out of receiving marketing emails by following the opt-out instructions in the email or emailing privacy@smartsheet.com. We may still email customer service and transaction-related communications, even if you have opted out of receiving marketing communications.

- **Advertising:** To assist in advertising the Services on third party websites.
- **Analytics and Improvement:** To better understand how users access and use the Services, and for other research and analytical purposes, such as to evaluate and improve the Services and to develop additional products, services, and features. While we may collect and analyze usage details (e.g., storage size used, access logs, etc.) related to Content, we do not actually access Content for these purposes.
- **Protect Legal Rights and Prevent Misuse:** To protect the Services; prevent unauthorized access and other misuse; and where we believe necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, or violations of our Terms of Use or this Policy.
- **Comply with Legal Obligations:** To comply with the law or legal proceedings; for example, we may disclose information in response to lawful requests by public authorities, including responding to national security or law enforcement disclosure requirements.
- **General Business Operations:** Where necessary to the administration of our general business, accounting, recordkeeping, and legal functions.

Purpose of Processing /Legitimate Business Interests (see above)	Legal Bases of Processing (EU Users)*
Provision of Services Customer Support	<ul style="list-style-type: none"> • Necessary to Enter into or Perform a Contract with You (upon your request, or as necessary to make the Services available) • Our Legitimate Business Interests*
Personalization Marketing and Promotions Advertising	<ul style="list-style-type: none"> • Our Legitimate Business Interests** • With Your Consent
Analytics and Improvement	<ul style="list-style-type: none"> • Our Legitimate Business Interests** • With Your Consent
Protect Rights and Prevent Misuse Comply with Legal Obligation	<ul style="list-style-type: none"> • Compliance with law • Establish, defend, or protect of legal interests
General Business Operations	<ul style="list-style-type: none"> • Our Legitimate Business Interests** • Establish, Defend or Protect Legal Interests • Compliance With Law

*For the personal data from the EU that we process, this column describes the relevant legal bases for such processing under GDPR (and local implementing laws of EU member states); this does not limit or modify the obligations, rights, and requirements under the privacy laws of non-EU jurisdictions.

** For the personal data from the EU, the processing is in our legitimate interests, which are not overridden by your interests and fundamental rights. Marketing to EU data subjects is done only with opt-in consent.

5. How We Share Information

We will not sell information about you to a third party or allow a third party to use information we provide for its own marketing purposes. We may share information about you with your consent, at your request, or as follows:

Corporate Users

Content and Usage. Smartsheet is a data processor with respect to Content and certain other user information we collect in providing the Services to our corporate customers. This means: (a) the corporate Customer controls the information and determines how it may be used, and (b) we will process this information only under the written instructions of our Customer or where otherwise required by applicable laws. So, if you use the Services under a corporate account, Content and other information associated with your account (e.g., who has accessed, shared, amended, created, edited, or deleted Content) may be disclosed to the corporate Customer or an administrator on for the corporate Customer account.

Account Discovery. If the email address which you used to register with us belongs to a corporate entity (with the exception of known ISP email providers such as Gmail), we may disclose your email address and account information to (a) users associated with that entity if you are a plan administrator in order to help those users contact you, and (b) the entity and its Smartsheet plan administrators in order to help them understand who in the organization is using Smartsheet.

To Other Users of the Services

Content. Content you choose to share with, or make available to, other users is shared as designated by you, and you should consider that it may be further shared by your collaborators; we are not responsible for, nor does this Policy apply to, the collection, use, processing, or sharing of Content by other users in this manner.

Other Information. Some of the features and functionality of the Services involve disclosure of your personal data to other users of the Services; for example, your name, email address, and profile image may be displayed when a user views collaborators on a “sheet” and users may see the history details on a sheet (e.g., your email, access/edits, date and time stamp, etc.).

To Resellers/Payment Processors. If you sign up for certain products or services (such as a free trials) and you are located outside the U.S., we may share your information with a Smartsheet reseller so they can contact you about our products, services, and offers. We will disclose such sharing when you sign up for the applicable product or service, and will, where required by law, obtain your consent. If you purchase access to the Services through a reseller (regardless of location), we may share certain information about your account and feature usage with the reseller (or their affiliate) in furtherance of their relationship with you. If you use a third party to facilitate your payment obligations, we will share certain account-usage and billing-related information about your account with such third party for billing and business administration purposes. Resellers and payment processors are independent data controllers of your personal data.

When Processing Referrals. When you refer a friend who later signs up for the Services, we may contact you about the successful referral to provide you a referral credit.

In Testimonials. With your consent, we may publish Customer testimonials you share with us, which could contain personal data such as your full name and other information you choose to share. If you wish to update or remove your testimonial, please notify us at <https://www.smartsheet.com/gethelp>.

Through Use of Community Features. Our Sites may include interactive features, including forums, online communities, bulletin boards and publicly accessible blogs (“Community Features”). You should be aware that any information that you post in a Community Feature might be read, collected, and used by others who access it. To request removal of your personal data from a Community Feature, contact us at <https://www.smartsheet.com/gethelp>. We will make commercially reasonable efforts to remove your personal data from our Sites, and will let you know if we are unable to do so and why.

To Our Service Providers. We may share information about you with third party vendors, consultants and other service providers (data processors) who are working on our behalf or providing services to us. We obtain appropriate contractual protections to limit these service providers’ use and disclosure of any information about you that we share with them.

Infrastructure Processors. We use certain third parties for some of the infrastructure used to host data that is submitted to the Smartsheet platform, including cloud providers.

Service Processors. We use third party service providers to process your personal data to assist us in business and technical operations. Smartsheet has data processing agreements with such service providers, and their use of and access to personal data is limited to specific purposes. They provide services relating to: billing, customer support, internet and connectivity, marketing (direct mail, email, lead generation), security, user experience.

Subcontractors: Independent Contractors. We may employ the assistance of independent contractors to work on specific projects. We train these independent contractors on applicable Smartsheet policies and they are required to adhere to substantially the same data security practices as are Smartsheet employees.

As Required by Law. We release information about you if we believe we must do so to comply with the law or a subpoena, bankruptcy proceeding, or similar legal process.

To Protect Rights. We may disclose information about you, such as your name, contact information, and billing information, to enforce our agreements with you or to protect the rights and safety of Smartsheet, our customers, our users, and the general public, or as evidence in litigation in which we are involved.

In a Business Transaction. If Smartsheet is involved in a merger, acquisition, or sale of all or a portion of its assets, your information may be transferred to the acquiring entity as part of the transaction, and may also be reviewed as part of the due diligence review for the transaction. For example, we may need to provide a list of all customer accounts and payment histories.

Aggregate and Anonymized Information. We may share aggregate or anonymized information about users with third parties for marketing, advertising, research, or similar purposes. For example, if we display advertisements on behalf of a third party, we may share aggregate demographic information with that third party about the users to whom we displayed the advertisements.

6. Use of Cookies, Tracking Technologies, Analytics and Behavioral Marketing

In order to make our platform as user-friendly as possible, we – like many other companies – use “cookies”.

Cookies. A cookie is a small text file that is stored in your web browser that allows Smartsheet or a third party to recognize you. Cookies can either be session cookies or persistent cookies. A session cookie expires automatically when you close your browser. A persistent cookie will remain until it expires or you delete your cookies. Expiration dates are set in the cookies themselves; some may expire after a few minutes while others may expire after multiple years. Cookies placed by the website you’re visiting are sometimes called “first party cookies,” while cookies placed by other companies are sometimes called “third party cookies.”

Types of Cookies.

Essential Cookies. These are first party cookies that are sometimes called “strictly necessary” as without them we cannot provide much of the functionality that you need on the Services. For example, essential cookies help remember your preferences as you move around the Services.

Analytics Cookies. These cookies track information about how the Services are being used so that we can make improvements and report our performance. They collect information about how visitors use the Services, which site the user came from, the number of each user’s visits, and how long a user stays on the Services. We might also use analytics cookies to test new pages or features to see how users react to them. Analytics cookies may either be first party cookies or third party cookies.

Preference Cookies. These cookies are also sometimes called “functionality cookies.” During your visit to the Services, cookies are used to remember information you have entered or choices you make (such as your username, language, or region) on the Services. They also store your preferences when using the Services, for example, your preferred language. These preferences are remembered, through the use of persistent cookies, and the next time you visit the Services you will not have to set them again.

Targeting or Advertising Cookies. These third party cookies are placed by third party advertising platforms or networks in order to deliver ads, track ad performance, and enable advertising networks to deliver ads that may be relevant to you based upon your activities (this is sometimes called “behavioral” “tracking” or “targeted” advertising). More information about how cookies are used for advertising purposes is explained below in Behavioral Targeting and Remarketing.

Smartsheet’s Use of Cookies. We may use cookies to uniquely identify you, to help us process your transactions and requests, to track aggregate and statistical information about user activity, and to display advertising on third-party sites. Generally, we use these technologies to manage content, analyze trends, monitor page visits and content downloads, administer the Sites, track users’ movements around the Sites, and to gather statistics about our user base as a whole. These technologies may provide us with personal

data, information about devices and networks you utilize to access our Services, and other information regarding your interactions with our Services. For detailed information about the cookies in the Services, please read and review our Cookie Chart found [here](#).

How to Disable Cookies. The “help” portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. If you disable cookies, be aware that some features of our Services may not function.

To learn more about how to control cookie settings through your browser:

- Click [here](#) to learn more about the “Private Browsing” setting and managing cookie settings in Firefox.
- Click [here](#) to learn more about “Incognito” and managing cookie settings in Chrome.
- Click [here](#) to learn more about “InPrivate” and managing cookie settings in Internet Explorer.
- Click [here](#) to learn more about “Private Browsing” and managing cookie settings in Safari.

Clear GIFs. Clear GIFs (a.k.a. web beacons or pixel tags) are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, clear GIFs are embedded invisibly on web pages, and are not stored on your hard drive. We might use clear GIFs to track the activities of Site visitors and users of our Services, to help us manage content, and to compile statistics about usage. We and our third party service providers also might use clear GIFs in HTML e-mails to our customers to help us track e-mail response rates, identify when our e-mails are viewed, and track whether our e-mails are forwarded.

Third-Party Analytics. We also use automated devices and applications, such as Google Analytics (more info [here](#)) and Optimizely (more info [here](#)) to evaluate use of our Services. We use these tools to gather non-personal data about users to help us improve our Services and user experiences. These analytics providers may use cookies and other technologies to perform their services, and may combine the information they collect about you on our Sites with other information they have collected for their own purposes. This Policy does not cover such uses of data by third parties.

Behavioral Targeting and Remarketing. We use advertising platforms, including but not limited to Google Ads/DoubleClick (more info [here](#)), Facebook Custom Audience (more info [here](#)), LinkedIn Marketing (more info [here](#)), Microsoft/Bing (more info [here](#)) and Marketo (more info [here](#)), to display ads as part of our advertising campaigns. As a result, our ads may be displayed to you on a search results page or on third party sites. Our advertising partners use cookies and other technologies to collect information about your activities on our Services and other sites to provide you targeted advertising based upon your interests. These third parties may collect your IP address or other device identifiers and combine the information they collect on our Sites with information about your visits to other sites to create market segments that they will use to more effectively advertise our services and those of other advertisers.

Custom Audiences. We may share your email address or other information with our advertising partners to assist us in reaching you with more relevant ads outside of the Sites; they are not permitted to use this information for their own or third party marketing purposes. If you'd like to opt out of this, please email privacy@smartsheet.com.

Opting Out of Ad Networks. If you wish to not have this cross-site information used for the purpose of serving you targeted ads, you may opt-out of many ad networks by clicking [here](#) (or if located in the European Union, click [here](#)). You will continue to receive ads on the sites you visit, but the ad networks from which you have opted out will no longer target ads to you based upon your activities on other sites. Please note, however, that these opt-out mechanisms are cookie based; so, if you delete cookies, block cookies or use another device, your opt-out will no longer be effective. For more information, go to www.aboutads.info.

Do Not Track. Some browsers have incorporated "Do Not Track" (DNT) features that can send a signal to the websites you visit indicating you do not wish to be tracked. Currently, our systems do not recognize browser "do-not-track" requests. In the meantime, you can use the "help" portion of the toolbar on most browsers to learn how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. If you disable cookies, be aware that some features of our Sites may not function.

7. Your Choices and Rights

Closing Your Account. If you wish to close your account, you may do so by logging in and using the Account Administration settings or by contacting us at <https://www.smartsheet.com/gethelp>. If you shared any Content or information through our Services with other users, such Content or information will continue to be accessible to such users.

Content. Requests to access, delete, or modify Content will be directed to the Customer who owns the account. If you wish to request access to personal data contained in Content to delete, modify, or limit use, please provide us with the name of the Customer who submitted your information to our Services. We will refer your request to that Customer and will support them as needed.

Access and Correction. If you are not on an enterprise account, you may log in and use the Account Administration settings or contact us at <https://www.smartsheet.com/gethelp> to access or update account profile information. If you are on an Enterprise account, you may login log in and use the Account Administration settings or contact an administrator for the account to access or update account profile information. Smartsheet will support its enterprise customers as needed to update your account information.

Marketing Choices. Customers can always opt out of being contacted by us for marketing or promotional purposes by following the opt-out instructions located in the e-mails we send, by changing the account privacy settings, or by emailing us at privacy@smartsheet.com. Please note that if you opt out of marketing communications, Smartsheet will continue to send you transactional or service-related communications, such as service announcements and administrative messages. If you do not wish to receive these, you have the option to cancel your account by logging in and using the Account Administration settings or by emailing us at <https://www.smartsheet.com/gethelp>.

Users in the European Economic Area.

Individuals in the EEA have the following rights with respect to their personal data:

- **Access.** You can ask us to confirm whether we are processing your personal data; give you a copy of that data; and provide you with other information about your personal data such as what data we have, what we use it for, who we disclose it to, whether we transfer it abroad, how we protect it, how long we keep it for, what rights you have, how you can make a complaint, where we got your data from and whether we have carried out any profiling, to the extent that such information has not already been provided to you in this Policy.
- **Rectification.** You can ask us to rectify inaccurate information. We may seek to verify the accuracy of the data before rectifying it.
- **Erasure.** You can ask us to erase your personal data, but only where it is no longer needed for the purposes for which it was collected; you have withdrawn your consent (where the data processing was based on consent); following a successful right to object (see 'Objection' below); it has been processed unlawfully; or to comply with a legal obligation to which we are subject. We are not required to comply with your request to erase your personal data if the processing of your personal data is necessary for compliance with a legal obligation or for the establishment, exercise, or defense of legal claims. There are certain other circumstances in which we are not required to comply with your erasure request, although these two are the most likely circumstances in which we would deny that request.
- **Restriction.** You can ask us to restrict (i.e., keep but not use) your personal data, but only where its accuracy is contested (see 'Rectification' above), to allow us to verify its accuracy; the processing is unlawful, but you do not want it erased; it is no longer needed for the purposes for which it was collected, but we still need it to establish, exercise, or defend legal claims; you have exercised the right to object, and verification of overriding grounds is pending. We can continue to use your personal data following a request for restriction where we have your consent; to establish, exercise, or defend legal claims; or to protect the rights of another natural or legal person.
- **Objection.** You can object to any processing of your personal data which has our 'legitimate interests' as its legal basis, if you believe your fundamental rights and freedoms outweigh our legitimate interests. Once you have objected, we have an opportunity to demonstrate that we have compelling legitimate interests which override your rights and freedoms. In addition, you can object to the processing of your personal data for direct marketing purposes, which includes profiling to the extent that it is related to such direct marketing without providing any reason. We will then cease the processing of your personal data for direct marketing purposes.
- **Portability.** You can ask us to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it 'ported' directly to another Data Controller, but only where our processing is based on your consent and the processing is carried out by automated means.
- **Withdrawal of Consent.** You can withdraw your consent in respect of any processing of personal data which is based upon a consent which you have previously provided.

8. Data Retention

We keep your personal data for as long reasonable necessary for the purposes set out in Section 4 above. Except as noted below, we will retain your account profile data as necessary for our legitimate business purposes or to comply with our legal obligations (such as record keeping, accounting, fraud prevention and other business administrative purposes); generally, where we no longer have a legitimate business purpose to retain it, we will anonymize or delete such personal data within 180 days after the closing of your account. However, we will maintain your personal information longer where required for tax or accounting purposes, to ensure we would be able to defend or raise a claim, or where we have a specific need to retain, though we will generally not keep personal data for longer than seven years following the last date of communication with you. Legitimate business purposes that we may rely on to keep your personal data when you are not a customer include direct marketing (where you have not opted-out) for up to two years, facilitating the restoration or establishment of a user account in the future, maintaining Smartsheet's business intelligence systems for analytics and other internal purposes, etc. Where your information is no longer required, we will ensure it is disposed of in a secure manner.

9. How We Protect Your Information

We have implemented technical, physical, and administrative safeguards to protect your information. However, no company, including Smartsheet, can guarantee the absolute security of Internet communications. If you have any questions about how we secure your information, please refer to our [Security page](#), or contact us at <https://www.smartsheet.com/gethelp>.

10. Blogs; Forums

Our Sites may contain publicly accessible blogs and community forums (including the Community Features). Be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your information from our blog or community forum, contact us at <https://www.smartsheet.com/gethelp>. In some cases, we may not be able to remove your information; if that happens, we will let you know why.

11. Linked Sites; Third Party Widgets

Links to Other Websites. Our Services include links to other websites with privacy practices that may differ from ours. Any information you submit to a website not belonging to Smartsheet is governed by that site's privacy statements, not this one. We encourage you to carefully read the privacy statement of any website you visit.

Plugins and Social Media Widgets. Our Sites may include social media features and widgets (collectively "Widgets"), such as a "share this" button or other interactive mini-programs that run on our Services. Widgets can be used to provide you specific services from other companies (e.g., displaying the news, opinions, music, etc.). Personal data, such as your email address, may be collected through the Widgets. Cookies may also be set by the Widgets to enable them to function properly. Widgets displayed on our Sites are not hosted by Smartsheet and are subject to the privacy policies of the third party company providing the Widget, and not this Policy.

12. Children's Personal Data

The Services are not directed toward children and we do not encourage children to participate in providing us with any personally identifiable information. We do not knowingly collect any personal data from children under the age of 13. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide personal data through the Services. If you have reason to believe that a child under the age of 13, without a parent or guardian's consent has provided personal data to us through the Services, please contact us at privacy@smartsheet.com, and we will use commercially reasonable efforts to delete that information.

13. International Transfers and Smartsheet Privacy Shield Notice

International Transfer of Data. We are based in the United States and the information we collect is governed by U.S. law. The information we collect may be transferred to, used from, and stored in the United States or other jurisdictions in which Smartsheet, our affiliates, or service providers are located; these jurisdictions (including the United States) may not guarantee the same level of protection of personal data as the jurisdictions in which you reside. By using the Services, you acknowledge and agree to any such transfer of information outside of the jurisdiction in which you reside.

U.S.-EU Privacy Shield and U.S.-Swiss Privacy Shield Certifications. Smartsheet participates in and has certified its compliance with the EU-U.S. and US-Swiss Privacy Shield Frameworks and Principles (collectively, the "Privacy Shield Principles"). Smartsheet will comply with the Privacy Shield Principles with respect to the personal data we receive in the United States from the European Economic Area and Switzerland. You can review the Privacy Shield Principles, learn more about Privacy Shield, and view our Privacy Shield certification at <https://www.privacyshield.gov/>. Smartsheet's commitments under the Privacy Shield are subject to the investigatory and enforcement powers of the United States Federal Trade Commission.

Law Enforcement Requests. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Onward Transfers. Third parties who process personal data on our behalf must agree to use such personal data only for the purpose for which it is provided by us and they must contractually agree to provide adequate protections for personal data. Smartsheet will continue to be liable for any onward transfers of personal data to such third parties. Where required by applicable data protection laws, we have ensured that such third parties sign standard contractual clauses as approved by the European Commission or other supervisory authority. You can obtain a copy of such safeguards by contacting us (see below).

Complaints or Questions About Our Privacy Shield Certifications. If you have any questions or complaints regarding our Privacy Shield Certification, you may contact us at privacy@smartsheet.com. We will promptly investigate and attempt to resolve any complaints, and will respond to your complaint within 45 days of receiving any such complaint. If you are a user located in the EEA whose complaint cannot be resolved through this process, we will participate in the dispute resolution process administered by JAMS. For information about how to initiate a Privacy Shield claim with JAMS, please contact JAMS

at <https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim>. Under certain conditions (which are described on the Privacy Shield website), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

14. Changes to this Policy

We may update this Policy to reflect changes to our privacy practices. If you are a Smartsheet customer and we make any material changes that affect the way we treat information that we have previously collected from you, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice through the Services prior to the change becoming effective. We encourage you to periodically review this Policy for the latest information on our privacy practices.

15. How to Contact Us/Dispute Resolution

If you have any questions or concerns regarding the way in which your personal data is being processed or you want to exercise your rights above, please reach out to Smartsheet using the contact information below:

- Smartsheet's Vice President of Legal, who serves as Company's data protection contact, and can be contacted at privacy@smartsheet.com.
- EU Representative. You may also contact our EU Representative as follows:

Smartsheet UK Ltd.
Argyle House, 3 Lady Lawson St.
Edinburgh
EH3 9DR
Email: privacy@smartsheet.com

If you remain dissatisfied, you have the right to reach out directly to the Data Protection Authority in your jurisdiction. We do ask that you please attempt to resolve any issues with us first, although you have a right to contact the Data Protection Authority at any time.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim>.

16. English Version Controls

Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.