

Service Specific Terms – Professional Archive

These Service Specific Terms – Professional Archive apply only to Client's purchase and use of the Connected Archive Professional Archive Service. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Descriptions.** The “**Professional Archive**” is a Service that captures data from the Client's Third Party Services and archives it as Client Data. The Professional Archive includes a supervision module for compliance review and a discovery module for managing collection and export of communications for litigation holds, eDiscovery, and regulatory audits. To enable the Professional Archive to receive Client Data, Client must purchase a bundle of Connections. A “**Connection**” means one of the following, as applicable to the specific [Channel](#): (a) a user account such as an email mailbox; (b) an instant message account or screen name; (c) a social media page or profile; or (d) a mobile device phone number.
- 2. Data Retention.** Smarsh will retain Client Data captured by the Professional Archive during the Term of the Agreement for a default retention period of up to 7 years at no additional charge. If Client requires Client Data captured by the Professional Archive to be retained for longer than 7 years, Client must purchase extended data retention. Client may implement retention policies within the Professional Archive. Client is solely responsible for ensuring that the default retention period or any other retention policies implemented by Client within the Professional Archive comply with any applicable legal, regulatory, or Client internal requirements. Data that Client sends on removable media to Smarsh for import into the Professional Archive as Client Data will be subject to import fees and additional storage fees, as specified in the applicable Order Form. Data that is sent from Connected Capture or any other external capture service to the Professional Archive as Client Data will be subject to additional storage fees, as specified in the applicable Order Form. Following termination or expiration of the Agreement, Smarsh will retain Client Data for a minimum of six (6) months to allow time for Client to make alternative arrangements for long-term data storage. Thereafter, Smarsh may delete Client Data in its sole discretion.
- 3. Data Exports.** During the Term, Client may complete self-service exports of Client Data at no additional charge by logging into the Professional Archive. Client may also engage Smarsh to perform exports of Client Data on Client's behalf by signing a separate Order Form and paying the associated Professional Services Fees. Following termination or expiration of the Agreement, Client may maintain access to the Professional Archive and the ability to complete self-service exports by executing a separate historical access agreement. In the alternative, Client may engage Smarsh to perform an export on Client's behalf of all or a portion of the Client Data remaining in the Professional Archive by signing a separate Order Form and paying the associated Professional Services Fees.
- 3. Client Obligations.** Client is responsible for configuring applicable third-party platforms or systems to transmit Client Data to the Professional Archive. If Client wishes to ingest its historical data into the Professional Archive, Client must provide such data in a format acceptable to Smarsh. No later than the second business day of each month, Client shall submit to Smarsh usage reports for the prior month in a format specified by Smarsh.
- 4. Client-Side Software Terms.** Certain Channels may require Client to install software (“**Client-Side Software**”) to allow the Professional Archive to receive Client Data. If Client-Side Software is provided to Client by Smarsh, upon delivery of the Client-Side Software Smarsh grants Client a limited, non-exclusive, non-sublicensable license to download and install the applicable Client-Side Software onto Client's end user's computer, laptop, or mobile device (as applicable), for which Client has purchased a Connection, or on Client owned or controlled servers, plus one copy for backup or archival purposes. Smarsh, and its licensors retain all rights in and to the Client-Side Software that are not expressly granted to Client in this Section 4.

5. **Datacenters.** The Professional Archive is hosted on Smarsh-managed infrastructure in the United States.
6. **Service Level Agreement.** The Service Level Agreement applicable to the Professional Archive is available at <https://www.smarsh.com/legal/ConnectedArchiveSLA>.