

SERVICE SPECIFIC TERMS

CAPTURE MOBILE SERVICES

These Service Specific Terms shall govern Client's use of the Capture Mobile Services set forth on the applicable Order Form between the Client and Smarsh ("Service Specific Terms"). Unless expressly stated otherwise, capitalized terms contained herein shall have the meaning given them in the Agreement. For the sake of clarity, these Service Specific Terms do not cover the use of the Mobile Capture Services for WeChat/WeCom. For the use of the Mobile Capture Services for WeChat/WeCom, separate and additional terms will apply.

Client hereby agrees to comply with the following terms:

1. MOBILE APP CAPTURE SERVICES.

A. **Service Description.** The Capture Mobile Services provided by Smarsh (or one of its affiliates) to Client enables Client to capture electronic communications and other content types from (such service as "**Mobile App Capture Services**"):

i. Certain Consumer Mobile Apps, such as WhatsApp, Telegram, or Signal ("Consumer Mobile Apps") installed on (a) Client's corporate mobile devices, and (b) to the extent authorized, on Client's employees' personal mobile devices. For the sake of clarity, the capture of electronic communications from WeChat are covered by separate Service Specific Terms.

ii. Smarsh's "Bring Your Own Device" (BYOD) Mobile App ("BYOD Mobile App") installed on (a) Client's corporate devices, and (b) to the extent authorized, on Client's employees' personal mobile devices.

iii. Smarsh's "Mobile Device App" ("Mobile Device App") installed on Client's corporate devices.¹

B. **CLIENT OBLIGATIONS.** Client is responsible for configuring any applicable third-party platforms, mobile applications, or systems to enable the transmission of Client Data to the Capture Mobile Services.

C. **ADDITIONAL TERMS.** If Client leverages the Capture Mobile Service in connection with Consumer Mobile Apps (such as WhatsApp, Telegram, Signal), Client acknowledges and agrees that Client is subject to the privacy policies and terms of service for such Consumer Mobile App(s). Client shall comply with any privacy policies or terms of service for such Consumer Mobile App used by Client in connection with the Capture Mobile Services.

2. MOBILE CARRIER CAPTURE SERVICES.

A. **Service Description.** Subject to any applicable Mobile Carrier (defined below) specific requirements, the Capture Mobile Services provided by Smarsh (or one of its affiliates) to Client enables Client to capture electronic communications, and other content types from (such service as "**Mobile Carrier Capture Services**"):

i. Certain mobile telecommunication carriers ("Mobile Carriers") located within the United States when using Client's corporate devices registered with such Mobile Carrier, such as Verizon, AT&T, or US Cellular.

¹ Certain restrictions apply. The Mobile Device App may only be installed on certain mobile devices running select versions of Apple IOS or Android mobile software.

ii. Certain Mobile Carriers located outside the United States when using Client's corporate devices registered with such Mobile Carrier, such as Bell Canada, Telus, Rogers, O2.

B. **CLIENT OBLIGATIONS.** Client is responsible for configuring any applicable third-party platforms or systems to enable the transmission of Client Data to the Mobile Carrier Capture Services, including any specific requirements of any Mobile Carrier.

C. **ADDITIONAL MOBILE CARRIER TERMS.** In the event that Client leverages the Capture Mobile Service and uses certain Mobile Carriers (such as Verizon, AT&T), Smarsh is required by such Mobile Carrier to pass along such carriers' additional terms of service to the Client set forth below ("**Carrier Pass Through Terms of Use**"). Those Carrier Pass Through Terms of Use shall be by and between the Client and the applicable Mobile Carrier and only apply to Client's capture and use of such electronic communications and content types from the applicable Mobile Carrier. Client agrees to comply with the Carrier Pass Through Terms of Use of those Mobile Carriers used by Client in connection with these Service Specific Terms.

3. **TEMPORARY DATA RETENTION.** The Capture Mobile Services are designed to retain Client Data for a temporary retention period of up to 30 days ("Temporary Retention Period"), as configured by the Client.

4. **DATA DELETION.** The Capture Mobile Services are designed to delete Client Data after the expiration of the Temporary Retention Period.

5. **CAPTURE MOBILE DEPLOYMENT LOCATION.** Unless agreed otherwise by the Parties in writing, the Capture Mobile Services are deployed in a service environment or data center located in the United States. Client Data will be stored and maintained by the Capture Mobile Services within the United States.

6. **CAPTURE MOBILE SERVICE DOCUMENTATION.** Smarsh will make available to the Client the Capture Mobile Service Documentation in Smarsh's support portal - <http://central.smarsh.com> ("Documentation"), including any performance constraints or service guidelines, as amended from time to time, or directly upon written request.

7. **UNIQUE PHONE NUMBERS².**

a) **PHONE NUMBERS.** The Capture Mobile Services may require Client to use a unique phone number in connection with the Capture Mobile Services in order to send and receive messages and other data using the applicable mobile device application on a Client user's device (generally "Mobile App," and included as part of the "Capture Mobile Services"). Upon written request, Smarsh can provide Client with unique phone numbers which will be allocated to the applicable client device user's account ("Smarsh Numbers"). Provision of Smarsh Numbers is subject to applicable numbering rules and regulatory practices, which may change or be amended from time to time, as well as additional fees associated with such lines. Smarsh reserves the right to change the terms related to Smarsh Numbers accordingly, including without limitation to impose or amend local residency requirements and/or to require the provision of further user information for continued access to defined Smarsh Numbers.

b) **SMARSH NUMBER RESTRICTIONS.** The Mobile Apps and Smarsh Numbers do not support any type of emergency calling, nor does it support activation of SMS. Client cannot use Smarsh Numbers to receive messages for the purpose of identity verification, such as activation via SMS or activation calls, and the like.

c) **COMPLIANCE.** Client may purchase and allocate Smarsh Numbers to User accounts subject to compliance with the allocation requirements displayed upon subscription to receive a Smarsh Number. Client, and not

² For clarity, the Mobile Device App may not require a unique Phoner Number and may use Client's corporate device mobile carrier line.

Smash, is responsible for compliance with any requirements related to the residence and/or the location of Client's Users.

8. **NOTICE & CONSENT.** Client is only authorized use the Capture Mobile Services to capture electronic communications (both incoming and outgoing) from mobile devices or corporate mobile accounts linked to Client's current employees and independent contractors (each a "Client Individual"). Prior to capturing electronic communications of the Client Individual, Client shall (i) provide each Client Individual with clear and conspicuous notice of Client's policies regarding Client's receipt, transmission, capture, use and storage of such Client Individual's, and generally Client's employees and independent contractor's electronic communications, (ii) obtain such Client Individual's consent for such capture of their electronic communications, and (iii) ensure that such Client Individual has been made aware of, and understands that, they have no reasonable expectation of privacy with respect to their electronic communications connected to such devices and accounts. To the extent required by applicable law, Client is responsible for ensuring that all Client Individuals using mobile devices or mobile account lines subject to the Capture Mobile Services inform any third parties that such Client Individual's electronic communications are being captured and retained by Client. Client shall process all Personal Data or Personal Information in accordance with all applicable data protection and privacy laws.

9. **DISCLAIMER; LIMITATION OF LIABILITY**

a. THE CAPTURE MOBILE SERVICES ARE NOT DESIGNED TO BE USED FOR LONG-TERM STORAGE OR AS A DATA ARCHIVE SERVICE. THE CAPTURE MOBILE SERVICE IS NOT DESIGNED TO PERFORM AS AN ARCHIVE OF RECORD ON BEHALF OF THE CLIENT OR TO MEET CLIENT'S RECORD RETENTION REQUIREMENTS. WITH RESPECT TO THE CAPTURE MOBILE SERVICES ONLY, SMARSH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR OBLIGATION IMPOSED ON THIRD- PARTY RECORD HOLDERS (AS A SERVICE PROVIDER TO THE APPLICABLE REGULATED ENTITY) BY STATUTE OR BY RULE, REGULATION OR OPINION OF ANY GOVERNMENTAL AGENCY, REGULATORY ORGANIZATION OR SIMILAR INSTITUTION, INCLUDING WITHOUT LIMITATION, THE U.S. SECURITIES AND EXCHANGE COMMISSION, THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, OR ANY SECURITIES EXCHANGE.

b. **GENERAL.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE CAPTURE MOBILE SERVICES AND THE INTERNET GENERALLY IS AT CLIENT'S OWN RISK AND, EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THAT THE CAPTURE MOBILE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. SMARSH WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE ACCESS TO THE CAPTURE MOBILE SERVICES AVAILABLE TO CLIENT THROUGH THE REQUIRED ACCESS PROTOCOLS BUT MAKES NO WARRANTY OR GUARANTEE THAT CLIENT WILL BE ABLE TO ACCESS THE SERVICE OR ANY PART THEREOF AT ANY PARTICULAR TIME OR ANY PARTICULAR LOCATION.

c. **ADDITIONAL LIMITATIONS.** WITHOUT LIMITING THE GENERALITY OF THE TERMS SET FORTH HEREIN, SMARSH AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS, AND LICENSORS:

(I) HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE ACCURACY, COMPLETENESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE GENERALLY, AND ANY CONTENT OR SERVICES CONTAINED THEREIN, AS WELL AS ALL EXPRESS AND IMPLIED WARRANTIES THAT THE OPERATION OF THE CAPTURE MOBILE SERVICES GENERALLY AND ANY CONTENT OR SERVICES CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE;

(II) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS OR INTERRUPTIONS IN THE CAPTURE MOBILE SERVICES, OR INSTALLATION AND COMPUTER, MOBILE PHONE OR TABLET DISRUPTIONS RELATED TO THE SERVICES, AND ANY CONTENT OR SERVICES CONTAINED THEREIN. SMARSH SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY

CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY MANNER TO THE USE OR INABILITY TO USE THE CAPTURE MOBILE SERVICES, AND ANY CONTENT OR SERVICES CONTAINED THEREIN.

(III) SHALL IN NO EVENT BE LIABLE TO REIMBURSE MESSAGE CREDITS, REIMBURSE PAYMENTS OR HAVE ANY OTHER LIABILITY FOR MESSAGES THAT WERE SENT BUT NOT DELIVERED, NOT RECEIVED OR NOT ACCURATELY DISPLAYED, HEARD OR REPRESENTED ON ANY SUCH COMMUNICATION DEVICE DUE TO THE FAILURE OF SUCH THIRD PARTIES, OR DUE TO THE FACT THAT DELIVERY METHODS OF ELECTRONIC COMMUNICATIONS TO VARIOUS COMMUNICATION DEVICES IS SUBJECT TO A COMBINATION OF NETWORK PROVIDERS' AND SERVICE PROVIDERS' TERMS AND CONDITIONS AND NETWORK STATUS OVER WHICH SMARSH HAS NO CONTROL.

(IV) ALSO SPECIFICALLY DISCLAIM ANY LIABILITY OF ANY KIND FOR COSTS OR DAMAGES ARISING OUT OF PRIVATE OR GOVERNMENTAL LEGAL ACTIONS RELATED TO CLIENT'S USE OF ANY OF THE CAPTURE MOBILE SERVICES IN ANY COUNTRY.

d. HIGH RISK ACTIVITIES. THE CAPTURE MOBILE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THESE TERMS, SMARSH AND ITS AFFILIATES, AGENTS, CONTENT PROVIDERS, SERVICE PROVIDERS AND LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES INCLUDING EMERGENCY NOTIFICATION SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CLIENT. IN SUCH JURISDICTIONS, SMARSH'S LIABILITY (AND THE LIABILITY OF ITS AFFILIATES, AGENTS, CONTENT PROVIDERS AND SERVICE PROVIDERS) SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

- 10. SECURITY CONTROLS.** With respect to the Capture Mobile Services, Smarsh shall implement appropriate technical, organizational, and administrative controls that are reasonably designed to protect and safeguard the Capture Mobile Services and Client Data.
- 11. SUB-PROCESSORS.** The Capture Mobile Services may rely on the Sub-Processors set forth in the Sub-Processor Exhibit attached hereto.
- 12. SERVICE LEVELS.** The Capture Mobile Services and the relevant support services will be provided in accordance with the Service Level Agreement located <https://www.smarsh.com/legal/ConnectedArchiveSLA> ("SLAS"). For the sake of clarity, in the event of a breach of the SLAS with respect to the Capture Mobile Services, Smarsh will provide Client with the credit stated in the SLAS. The foregoing remedy is Client's sole and exclusive remedy for a breach of the applicable SLAS.

CAPTURE MOBILE SERVICES

SUB-PROCESSOR EXHIBIT

Sub-Processor(s). With respect to the Capture Mobile Services, the following entities are sub-processors:

Name	Location	Role
TeleMessage Ltd.	Israel	Support, Implementation
Microsoft Azure	USA	Infrastructure as a Service

MOBILE CARRIER PASS THROUGH TERMS OF USE

AT&T MOBILE TERMS.

This agreement is between you as our subscriber (“You”) and the affiliate of AT&T Mobility National Accounts, LLC providing wireless service to You (“AT&T”), and it sets forth the terms and conditions (“Terms and Conditions”) under which You agree to use and AT&T agrees to provide access to Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, You accept these Terms and Conditions, which AT&T may modify from time to time.

1. DEFINITIONS.

1.1. Archived Messages means a Participating Employee’s Messages that AT&T has made available to SMARSH for retrieval through use of SMARSH’s Archived Messages Service.

1.2. Archived Messages Service means SMARSH’s service that provides You access to Archived Messages.

1.3. Customer Liable MDNs means a Mobile Directory Number (MDN) for AT&T wireless service that is established under Your corporate account and corporate name and for which You are financially responsible to AT&T for an AT&T service.

1.4. Employee Liable MDN means a MDN for AT&T wireless service that is established in the name of an individual employee of Your company or other authorized individual and for which such individual is financially responsible to AT&T for AT&T services.

1.5. Messages means messages sent or received by any Participating Employee via short message service (SMS), multimedia message service (MMS) and/or AT&T Business Messaging Service.

1.6. Participating Employee means Your employee or other authorized user of a mobile device with a Customer Liable MDN whose Customer Liable MDN(s) is subscribed to the Archived Messages Service.

2. ARCHIVED MESSAGES SERVICE.

2.1. You authorize AT&T to make the Messages available to Smarsh for use solely in connection with SMARSH’s Archived Messages Services.

2.2. You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. You will not access, use, copy, store or disclose Archived Messages for any other purpose.

2.3. SMARSH. You will enter into an agreement with SMARSH Inc. (“SMARSH”) for the Archived Messages Service, and You will pay all of SMARSH’s charges for such Archived Messages Service in accordance with that agreement and these Terms and Conditions.

2.4. Customer Liable MDNs Only. You will enroll only Customer Liable MDNs in the Archived Messages Service. You may not enroll any Employee Liable MDNs in the Archived Messages Service.

2.5. Notice and Consent. Prior to enrolling any individual’s device in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee’s Archived Messages, You will provide advance disclosure to each such individual containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how You and SMARSH will access, use, copy, retain, protect or disclose

such individual's Archived Messages, as well as the duration and purpose of such access, use, copying or retention. You will also obtain all lawfully required consents for those uses of such individual's Messages. You agree to maintain the currency of such consent at all times.

2.6. Transferring a Mobile Device or Customer Liable MDN to Another Employee. Prior to transferring a mobile device or Customer Liable MDN that is enrolled in the Archived Messages Service to another person, you will disenroll or notify SMARSH to disenroll the then-current Participating Employee and the Customer Liable MDN on that mobile device from the Archived Messages Service.

2.7. Acknowledgement and Agreement. You acknowledge that AT&T will make the Archived Messages available to SMARSH for use in connection with the Archived Messages Service and that AT&T will have no further control for the Archived Messages after they are provided to SMARSH. You further agree that AT&T will have no responsibility or liability to You with respect to the Archived Messages after they are provided to SMARSH.

2.8. Limitations and Restrictions. You may access a Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each Participating Employee's express, informed consent for You to collect and use his or her Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that individual's Archived Messages.

2.9. Customer Business Records. You agree to maintain full, complete and accurate records related to Your performance under these Terms and Conditions, and You agree to preserve such records for five (5) years from the date of preparation; provided, however, that You agree to retain for at least five (5) years following Your latest access to Archived Messages Service records that are sufficient to demonstrate each Participating Employee's consent to Your access to and use of his or her Archived Messages. Such records shall be available for inspection and copying by AT&T during Your normal business hours, upon five (5) days' notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If You fail to comply with the obligations set forth in this Section, or if AT&T's review of such records reveals that You are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, Your account agreement with AT&T or at law or in equity, AT&T may terminate your access to the Archived Messages.

2.10. Compliance with Laws, Policies and Practices. You agree to comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

2.11. Indemnification. You agree to indemnify and hold AT&T, its officers, directors, employees and agents harmless from and against any claim, damage or loss that is related to or arising out of Your failure to comply with any of these Terms and Conditions, including reasonable attorney's fees.

VERIZON MOBILE TERMS

This agreement is between you as our subscriber and Verizon Wireless ("VZW") and it sets forth the terms and conditions under which you agree to use, and we agree to provide access to, Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, you accept these Terms and Conditions, which may be modified by us from time to time.

1. Definitions.

1.1 Archived Messages means the Participating Employee's Messages available for retrieval by Smarsh Inc. from VZW.

1.2 Archived Messages Service means Smarsh Inc.'s service that provides Archived Messages to you.

1.3 Corporate Liable VZW MDNs means a VZW Mobile Directory Number (MDN) that is established under your corporate account and corporate name for which you are financially responsible for the payment to VZW for VZW service.

1.4 Messages means messages sent or received by the Participating Employee via the short message service (SMS) or the multimedia message service (MMS).

1.5 Participating Employee means your employee who has opted into the Archived Messages Service via your Corporate Liable VZW MDN.

2. Archived Messages Service.

2.1 You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. Customer will not access, use, copy, store or disclose Archived Messages for any other purpose.

(a) Smarsh Inc.. You will enter into an agreement with Smarsh Inc. Inc. ("Smarsh Inc.") for the Archived Messages Service and you will pay all of Smarsh Inc.'s charges for such Archived Messages Service in accordance with such agreement.

(b) Corporate Liable VZW MDNs Only. You will enroll only Corporate Liable VZW MDNs in the Archived Messages Service. You will not enroll any Employee Liable VZW MDNs in the Archived Messages Service. "Employee Liable VZW MDN" means a VZW MDN that is established in the name of an individual employee of your company and such individual employee is financially responsible for the payment to VZW for VZW services.

(c) Notice and Consent. Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee's Archived Messages, you will provide advance disclosure to each employee containing clear and conspicuous notice of how you and Smarsh Inc. (and its affiliate, Smarsh Inc.) will access, use, copy, retain, protect or disclose such employee's Archived Messages, as well as the duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, you will obtain the employee's consent to the archiving of the employee's Archived Messages, including a consent for a carrier to share the Archived Messages with you and Smarsh Inc. and you will not access, use, store, copy or disclose any employee's Archived Messages until such consent has been obtained.

(d) Revocation of Consent. You will ensure that each Participating Employee may immediately revoke consent through readily available mechanisms to the Participating Employee. You will immediately notify Smarsh Inc. of any such revocation of consent so that Smarsh Inc. can notify VZW of such revocation. If consent is revoked, then you will not access, retrieve, use, store, copy or disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by you prior to such

revocation date.

(e) Periodic Reminders. You will provide periodic reminders to each Participating Employee of its enrollment in the Archived Messages Service.

(e) You acknowledge that VZW will make available to Smarsh Inc. the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to Smarsh Inc.

(f) Limitations and Restrictions. You may access the Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each employee's express, informed consent for you to collect such Participating Employee's Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that employee's Archived Messages.

2.2 Customer Business Records. You will maintain full, complete and accurate records related to your performance under these Terms and Conditions, and shall preserve such records for five (5) years from the date of preparation; provided, however, that you will retain, for at least five (5) years following the latest access to Archived Messages, records sufficient to demonstrate each employee's consent to access and use its Archived Messages. Such records shall be available for inspection and copying by VZW during your normal business hours, upon five (5) days' notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If you refuse to comply with the obligations set forth in this Section or if VZW's review of such records reveals that you are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, your account agreement with VZW or at law or in equity, VZW may terminate your access to the Archived Messages.

2.3 Compliance with Laws, Policies and Practices. You will comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

2.4 Responsibility and Indemnification.

2.4(a) Responsibility. You assume all responsibility and risk for the Notice and Consent of Participating Employees and the Periodic Reminders as set forth above.

2.4(b) Indemnification.

2.4(b)(1) You will defend, indemnify and hold harmless VZW, its Affiliates, and their respective directors, officers, employees, contractors, agents, shareholders, any successors and assigns and their respective heirs and legal representatives (collectively, the "VZW Indemnitees"), from and against any and all Claims and Losses, reasonable attorney's fees and defense costs arising out of, relating to or resulting from your acts or omissions or your failure to comply with the terms of Section 2.1 (c) Notice and Consent and 2.1(e) Periodic Reminders. For any Claims that are the subject of your indemnification obligations herein, VZW will have sole control of the defense, unless VZW tenders such defense thereof to you, and will provide you with reasonable information throughout the course of such defense. (i) "Claims" means any third party claims, demands, actions, disputes, controversies or requests for equitable or injunctive relief by a Participating Employee that you have not complied with your notice and/or consent requirements and (ii) "Losses" means any damages or settlement amounts payable to a Participating Employee as a result of the final adjudication or settlement of a Claim, including, without limitation, judgments, arbitration awards, payments of interest, fines, assessments, penalties and deficiencies, and any other losses, obligations, liabilities, costs or expenses suffered or incurred as a result of a Claim.

2.5(b)(2) Your indemnification obligations are subject to the following: (a) You will cooperate reasonably with VZW in connection with any Claim; (b) You will not consent to the entry of any judgment or enter into any settlement of Claim without VZW's prior written consent, which will not be unreasonably withheld; and (c) You are obligated to VZW for its reasonable attorney's fees and expenses incurred in the enforcement of the indemnification hereunder.

3. Billing and Payment. The billing and payment terms set forth in your account agreement with VZW apply to all of Smarsh Inc.'s charges set forth on the VZW bill and you will pay VZW for all of Smarsh Inc.'s charges set forth on the VZW bill in accordance with that agreement.

ADDITIONAL CARRIER TERMS FOR MOBILE CARRIER CAPTURE

O2

- https://www.telemessage.com/wp-content/uploads/2023/01/Hosted_Mobile_Recording_Schedule.pdf
- <https://www.o2.co.uk/termsandconditions/business>

ROGERS

- https://www.telemessage.com/wp-content/uploads/2023/02/Rogers_Hosted_Mobile_Recording_Schedule.pdf
- <https://www.rogers.com/support/terms>

BELL

- https://www.bell.ca/styles/common/all_languages/all_regions/pdfs/Bell_Terms_of_Service.pdf

TELUS

- <https://www.telus.com/en/support/article/service-terms-between-you-and-telus>