

## SERVICE SPECIFIC TERMS – SOFTWARE

1. **Downloadable Software.** If Client purchases the Vantage or Vantage Mobile Services, these Services include on premise or downloadable software (“**Software**”) and the following terms apply, including certain amendments to the Agreement:
  - 1.1. **Amendments.** The following terms of the Agreement do not apply to Software: Section 4 “Client Obligations,” Section 6 “Smarsh Marketplace,” and Section 13 “Warranties” and any terms related to data privacy, data security, business continuity, GDPR or similar terms.
  - 1.2. **Activation & Units.** If Client purchases Software, Client must install Software on Client servers to archive Client Data. The Activation Date for the purposes of Software is the date upon which the Software is delivered to Client pursuant to the Software Warranty below. Software is deemed accepted upon the Activation Date. A “**Unit**” with respect to the Software is one license.
  - 1.3. **License Grant.** Subject to Client’s compliance with the terms of this Agreement and payment of applicable fees, Smarsh grants to Client a non-exclusive, non-transferable, non-sublicensable license to download, execute, install, make one backup copy of the Software, and use the object code form of the Software together with its documentation, internally, for Client’s own business purposes up to the number of Units specified in the Order Form during the Term. The Software may be delivered with and/or link to programs that are copyrighted and made available under one or more open source or public licenses that permit copying, modification and redistribution of its source code (“**Public Software**”). All such Public Software is separate and distinct from the Software and made available pursuant to the terms of its applicable license. Smarsh and its licensors retain ownership of all right, title, and interest in and to the Software, including all aspects, portions, copies or modifications thereof. No rights or licenses are granted except those expressly set forth above. Client is prohibited from reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code or underlying ideas or algorithms of the Software (except to the extent that applicable law prohibits reverse engineering restrictions). Client is prohibited from modifying, translating, or creating derivative works based on the Software; or copying (except for archival or back-up purposes), sublicensing, reselling, renting, leasing, distributing, assigning, or otherwise transferring rights in the Software or from using the Software for timesharing or service bureau purposes. Client will not remove, deface or obscure any copyright, trademark or other proprietary notice contained on or in the Software.
  - 1.4. **Maintenance and Support.** Smarsh provides maintenance and support services in accordance with the Maintenance and Support Policy located at [www.smarsh.com/SoftwareSLA](http://www.smarsh.com/SoftwareSLA) (“**Maintenance and Support**”). Maintenance and Support services begin upon delivery of the Software and expire upon termination of the Agreement. Software upgrades are available only as part of Maintenance and Support. Maintenance and Support may only be purchased for all licenses held by Client (i.e., no partial Maintenance and Support is permitted).
  - 1.5. **Performance.** Client is responsible for the supervision, management and control of the use of the Software, and for the provision and proper maintenance of the hardware and any supporting software (such as operating-system updates and virus-protection software). The Software may contain automated tracking features. Client will not hinder, impede, alter or prevent the automated tracking features. Smarsh will deliver the Software to Client in a good and workmanlike manner and per generally accepted industry standards (“**Software Performance Warranty**”). The foregoing warranty will expire 30 days following Smarsh’s delivery of the Software. In the event of a breach of the Software Performance Warranty, Smarsh will repair the Software such that it meets the foregoing Software Performance Warranty or provide Client with a replacement. The foregoing represents Client’s sole and exclusive remedy for any damage, loss or claim arising out of the Software. Smarsh makes no other representation or warranty with respect to the Software. OTHER THAN THE SOFTWARE PERFORMANCE WARRANTY, THE SOFTWARE IS PROVIDED “AS IS.” SMARSH EXPRESSLY DISCLAIMS LIABILITY FOR (A) CHANGES OR MODIFICATIONS MADE TO THE SOFTWARE BY ANYONE OTHER THAN SMARSH; OR (B) ANY CHANGES, MODIFICATIONS, COMBINATIONS WITH OTHER SOFTWARE APPLICATIONS OR EQUIPMENT, CONDITIONS OR ISSUES ON OR ARISING FROM CLIENT’S SYSTEMS, SERVERS, NETWORKS, OR THE INTERNET THAT AFFECTS THE USE OR OPERATION OF THE SOFTWARE. THE WARRANTY CONTAINED IN THIS SECTION, AND THE OBLIGATION TO PROVIDE SUPPORT, DO NOT APPLY TO ANY SOFTWARE THAT IS NOT PROVIDED BY SMARSH OR THAT IS LICENSED TO CLIENT DIRECTLY FROM THE APPLICABLE SOFTWARE PROVIDER. WHERE CLIENT LICENSES SOFTWARE DIRECTLY FROM THE LICENSOR OF SUCH SOFTWARE, CLIENT MUST CONTACT THE LICENSOR SUPPORT FOR ANY ISSUES RELATED TO THE SOFTWARE.

