

SERVICE SPECIFIC TERMS - Connected Capture

These Service Specific Terms – Connected Capture apply only to Client 's purchase and use of the Connected Capture 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.** “Connected Capture” is a SaaS or Software Service, as applicable, that captures Client Data from Third Party Services and transmits it to one of the following: (i) Client’s own archive system, (ii) Client’s Connected Archive instance, or (iii) Client’s third-party archive system. Connected Capture is not an archive service. To enable Connected Capture to capture Client Data, Client must purchase 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) **Temporary Data Retention.** The Connected Capture Service will retain Client Data for the temporary retention period specified below (“Temporary Retention Period”). Client Data will be deleted at the expiration of the Temporary Retention Period. Connected Capture is not an archive service. Smarsh expressly disclaims any responsibility or obligation imposed on third-party data storage providers 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 (each a “Regulatory Agency”). Notwithstanding the provisions above, Smarsh will comply with any requests for Client Data received from a Regulatory Agency within the Temporary Retention Period, subject to the confidentiality provisions of the Smarsh Service Agreement – General Terms.

Connected Capture Product	Temporary Retention Period
IM & Collaboration, Mobile	30 Days
Social	30 Days
Voice, Mobile	30 Days
Mobile	30 Days
Email	30 Days
Email, Social, Mobile, IM & Collaboration	30 Days

- 3) **Client Obligations.** Client is responsible for configuring applicable third-party platforms or systems to transmit Client Data to the Connected Capture Service. Certain Channels require Client to install software to allow the Connected Capture Services to capture Client Data from such Channels (“**Client-Side Software**”). Client is responsible for the download and installation of Client-Side Software.
- 4) **Client-Side Software Terms.** If Smarsh provides Client-Side Software to Client, Smarsh grants Client a limited, non-exclusive, non-sublicensable license to download and install the applicable Client-Side Software onto Client’s end users’ 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 (including its licensors) retains all rights in and to the Client-Side Software that are not expressly granted to Client by this Section 4.

- 5) **Datacenters.** The Connected Capture Service may be hosted on Smarsh-managed infrastructure or Client-managed infrastructure as follows:

Connected Capture Product	Infrastructure
IM & Collaboration, Mobile	Smarsh-managed or Client-managed
Social	Smarsh-managed
Voice, Mobile	Smarsh-managed
Mobile	Smarsh-managed or Client-managed
Email	Smarsh-managed
Email, Social, Mobile, IM & Collaboration	Smarsh-managed

- 6) **On-Premise Software.** If you purchase Connected Capture as on-premise software (“On-Premise Software”), these additional terms apply, which include amendments to the Smarsh Service Agreement – General Terms.

- a) **Amendments.** The following terms of the Smarsh Service Agreement- General Terms do not apply to On-Premise Software: Section 4 "Client Obligations," and Sections 12.1 and 12.3 "Warranties" and any terms related to data privacy, data security, business continuity, the GDPR or any other data protection laws. For the avoidance of doubt, these amendments do not apply to Client's use of the Smarsh Archiving Platform or Connected Archive.
- b) **Activation.** Unless Client purchases installation and configuration services for the On-Premise Software from Smarsh, Client must install On-Premise Software on Client servers. The Activation Date for On-Premise Software is the date that the Software is delivered to Client pursuant to the Software Performance Warranty below. Client accepts the On-Premise Software on the Activation Date. If Client purchases a Professional Services package of installation and configuration services for the On-Premise Software, Smarsh will assist Client with the installation and configuration of the On-Premise Software in accordance with the applicable statement of work for such Professional Services package. The Fees for the Professional Services package depend on the On-premise Software license purchased and will be specified in the applicable statement of work. In addition, Client will pay the expenses reasonably incurred by Smarsh in the performance of such Professional Services.
- c) **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 during the Term to download, install, make one backup copy of the On-Premise Software, and use the object code form of the On-Premise Software together with its documentation, solely for Client's business purposes up to the number of licenses specified in the Order Form. The On-Premise Software may be delivered with, 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 ("**Open Source Software**"). Open Source Software is separate and distinct from the On-Premise Software and is 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 On-Premise Software. Except as expressly set forth in this Section 7(c), no rights or licenses are granted to Client. Client shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the On-Premise Software. Client shall not (i) modify, translate, or create derivative works of, copy (except for one archival or back-up copy), or transfer to a third party any rights in the On-Premise Software. Client shall not remove, deface, or obscure any copyright, trademark, or other proprietary notice contained on or in the Software.

- d) **Records and Audits.** Client will maintain accurate records necessary to prove compliance with the terms of the license, including the number of users of the On-Premise Software. Upon Smarsh's reasonable written request, Client will provide Smarsh with information necessary to verify such compliance. If Client discovers that it has exceeded the number of licenses or Connections that it has purchased, Client will immediately notify Smarsh and pay the associated fees for such additional licenses and Connections. Upon 7 days' prior written notice, Smarsh may conduct an audit of Client's relevant records and facilities to verify Client's compliance with this Section 7(d). Such audits will be at Smarsh's expense, unless the audit reveals that Client has underreported licenses or Connections, or underpaid Fees, by more than 10% during any audit period, in which case Client will bear the reasonable costs of such audit. If an audit reveals any underpayment, Client will promptly pay any amount due.
- e) **Maintenance and Support.** Smarsh provides maintenance and support services for the On-Premise Software in accordance with the Maintenance and Support Policy located at www.smarsh.com/SLAMobileGuardOnPremise_v2017 or <https://www.actiance.com/wp-content/uploads/2017/11/Actiance-OnPremise-Software-Maintenance-and-Support-Terms.pdf> as applicable ("**Maintenance and Support**"). Maintenance and Support services begin upon the Activation Date and expire upon termination of the Agreement. Software upgrades are available only as part of Maintenance and Support. Maintenance and Support must be purchased for all licenses of the On-Premise Software purchased by Client (i.e., no partial Maintenance and Support is permitted).
- f) **Performance.** Client is responsible for the supervision, management, and control of its affiliates' and end users' use of the On-Premise 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 On-Premise Software may contain automated tracking features to verify Client's use is within the terms of the license. Client will not hinder, impede, alter or prevent the automated tracking features. Smarsh will deliver the On-Premise Software to Client in a good and workmanlike manner in accordance with generally-accepted industry standards ("**Software Performance Warranty**"). The foregoing warranty will expire 30 days after Smarsh's delivery of the On-Premise Software. In the event of a breach of the Software Performance Warranty, Smarsh will repair the On-Premise Software so that it meets the foregoing Software Performance Warranty or provide Client with a replacement. The foregoing remedy represents Client's sole and exclusive remedy for any damage, loss, or claim arising out of the On-Premise Software. Smarsh makes no other representation or warranty with respect to the On-Premise Software. OTHER THAN THE SOFTWARE PERFORMANCE WARRANTY, THE ON-PREMISE SOFTWARE IS PROVIDED "AS IS." THE WARRANTY CONTAINED IN THIS SECTION 7(e), 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. IF CLIENT LICENSES SOFTWARE DIRECTLY FROM THE LICENSOR OF SUCH SOFTWARE, CLIENT MUST CONTACT THE LICENSOR'S SUPPORT FOR ANY ISSUES RELATED TO SUCH SOFTWARE.
- g) **Additional Limitation of Liability.** IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 14 OF THE OF THE SMARSH SERVICE AGREEMENT – GENERAL TERMS, SMARSH EXPRESSLY DISCLAIMS LIABILITY FOR (A) CHANGES OR MODIFICATIONS MADE TO THE ON-PREMISE 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, OR NETWORKS, OR THE INTERNET, THAT AFFECT THE USE OR OPERATION OF THE ON-PREMISE SOFTWARE.