



Service Specific Terms – Federal Archive

Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the General Terms section of the Agreement.

1. **Descriptions. “Federal Archive”** is a capture and archive Service that captures data from the Client’s Third Party Services provider (i.e., AT&T and Verizon) and archives such data as Client Data. Federal Archive captures text messages in native format directly from the applicable carrier and preserves conversational context. Federal Archive includes (i) functionality to securely export Client Data to local machines or other systems of record and (ii) granular, role-based User access controls and permissions. To enable Federal Archive to receive Client Data, Client must purchase Connections. Each “**Connection**” corresponds to one mobile phone number.
2. **Data Retention.** Smarsh will retain Client Data captured by the Federal Archive at no additional charge for a default retention period of up to 7 years from the message ingestion date during the Term of the Agreement. If Client requires a different retention period for Client Data captured by Federal Archive, Client must submit a written request for Smarsh to implement custom retention policies. If Client requires a retention period longer than 7 years, Client must purchase extended storage. Client is solely responsible for ensuring that the default retention period or any other retention policies implemented by Client within the Federal Archive comply with applicable legal, regulatory, or Client’s internal requirements. 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 Federal Archive. Following termination or expiration of the Agreement, Client may maintain access to the Federal Archive and the ability to complete self-service exports by executing a separate historical access agreement.
4. **Client Obligations.** Client is responsible for configuring applicable Third Party Services, third-party platforms or systems to transmit Client Data to the Federal Archive.
5. **Data Centers.** The Federal Archive is hosted on AWS GovCloud infrastructure in the United States and is managed by Smarsh.
6. **Data Security.** Smarsh will implement a written information security program that maintains administrative, technical, and physical safeguards, designed to:
 - ensure the security and confidentiality of all Client Confidential Information that is processed, stored, or controlled by Smarsh;
 - protect against anticipated threats or hazards to the security or integrity of such Confidential Information;
 - prevent unauthorized access to or use of such Confidential Information; and
 - ensure the secure disposal of such Confidential Information in compliance with applicable National Institute of Standards and Technology (NIST) standards.

Smarsh will use reasonable efforts to ensure its written information security program and administrative, technical, and physical safeguards align with accepted industry practices (such as applicable security standards published by International Organization for Standardization (ISO) or NIST), and comply with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement, including those contained in this Information Security Addendum. More information about the security controls applicable to Federal Archive is available in Smarsh’s System Security Plan (“**SSP**”). Smarsh will provide a copy of its then-current SSP to Client upon written request.



Smarsh received Authority to Operate from its FedRAMP sponsor, Office of the Inspector General, U.S. Department of State on February 5, 2020. Once Smarsh receives FedRAMP authorization from the General Services Administration, Smarsh will use continuous monitoring and proactive measures to ensure the Federal Archive remains FedRAMP Authorized for the life of the product.

7. Mobile Channels.

- 7.1. Client is permitted to actively capture and archive text messages only for Client's current employees or contractors. Client is prohibited from actively capturing or archiving text messages for any individual who is not a Client employee or contractor. Client agrees to (i) notify Smarsh immediately when any employee's employment or contractor's service is terminated; and (b) provide each employee and contractor with clear and conspicuous notice of policies regarding the receipt, transmission, storage, and use of employee's or contractor's text messages. Client is responsible for ensuring that each employee and contractor has agreed to such policies and that each employee has been made aware that such employee has no reasonable expectation of privacy in such employee's text messages.
- 7.2. Each Third Party Service provider may have a different implementation process. The implementation process is dependent on Client and the applicable Third Party Services provider must complete. Smarsh is not responsible for delays in implementation that are caused by a Third Party Services provider, Client, or Client employees or contractors. AT&T and Verizon require Smarsh to pass through certain additional terms ("Additional Text Service Terms"). Such Additional Text Service Terms are subject to modification by the applicable carrier and such modifications will be incorporated into the Agreement upon notice to Client. The current Additional Text Service Terms begin on the next page.

8. Limitation of Liability.

- 8.1. The limitations of liability specified in Section 14.2 (Limitation of Liability) of the Smarsh Service Agreement – Public Sector – General Terms do not apply with respect to the Federal Archive.
- 8.2. With respect to the Federal Archive:
 - 8.2.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF: USE, DATA, BUSINESS, OR PROFITS), ARISING FROM OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SMARSH WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER CONSEQUENTIAL OR OTHERWISE, ARISING FROM OR RELATED TO CLIENT'S NON-COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.
 - 8.2.2. EACH PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, OR OTHERWISE), WILL NOT EXCEED FIVE TIMES (5X) THE TOTAL FEES ACTUALLY RECEIVED BY SMARSH FROM CLIENT FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INCIDENT FROM WHICH THE DAMAGES AROSE.
 - 8.2.3. THE LIMITATION OF LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES WILL BE AGGREGATED TO DETERMINE IF THE LIMIT HAS BEEN REACHED.



EACH OF I-II THAT FOLLOW ARE AGREEMENTS MADE BETWEEN CLIENT AND THE APPLICABLE TELECOMMUNICATIONS CARRIER DIRECTLY. SMARSH IS NOT A PARTY TO THESE TERMS.

[CARRIER TERMS BEGIN ON THE NEXT PAGE]



I. AT&T Mobile Archiving Terms. These Terms are made between Client and AT&T Mobility.

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 You 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.



II. Verizon Mobile Archiving 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 from VZW.
- 1.2. **Archived Messages Service** means SMARSH’s service that provides Archived Messages to you.
- 1.3. **Customer Liable 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. **Employee Liable 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 V ZW for VZW services.
- 1.5. **Messages** means messages sent or received by the Participating Employee via the short message service (SMS) or the multimedia message service (MMS).
- 1.6. **Participating Employee** means your employee who has opted into the Archived Messages Service via your Customer Liable 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.
- 2.2. **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 such agreement and these Terms and Conditions.
- 2.3. **Customer Liable MDNs Only.** You will enroll only Customer Liable MDNs in the Archived Messages Service. You will not enroll any Employee Liable MDNs in the Archived Messages Service.
- 2.4. **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 the terms and conditions of the Archived Messages Service, including how you and SMARSH 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, VZW will send a free to end user



text message, pre-approved by you, to each employee containing a notice to opt-in to the Archived Messages Service, and you will not access, use, store, copy or disclose any employee's Archived Messages until such consent has been obtained.

- 2.5. **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 of any such revocation of consent so that SMARSH 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.
- 2.6. **Transferring Mobile Device or Customer Liable MDN to Another Employee.** Prior to transferring a mobile device or Customer Liable MDN enrolled in the Archived Messages Service to another employee, you will disenroll or notify SMARSH to disenroll from the Archived Messages Service the Participating Employee and the Customer Liable MDN on that mobile device.
- 2.7. **Periodic Reminders.** VZW will provide periodic reminders to each Participating Employee of its enrollment in the Archived Messages Service, if Company enables such option in SMARSH's portal.
- 2.8. **Acknowledgement.** You acknowledge that VZW will make available to SMARSH 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.
- 2.9. **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.
3. **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 no 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.
4. **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.

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