

# SERVICE SPECIFIC TERMS

VENDOR RISK MANAGEMENT PLATFORM



## Service Specific Terms

### Vendor Risk Management Platform

These Service Specific Terms govern Client's use of the Vendor Risk Management (VRM) Platform ("Service Specific Terms"). Unless defined herein, capitalized terms contained in these Service Specific Terms have the meaning given to them in the Agreement. The parties agree to the following terms with respect to Client's use of the VRM Platform:

- 1. SaaS Service.** The "VRM Platform" is a software as a service platform that is designed to assist the Client with assessing and auditing Client's service providers and vendors. The VRM Platform includes the following functionalities:
  - Custom vendor questionnaire and assessment creation;
  - Workflow management to assign, distribute and track the status of tasks within the VRM Platform
  - Answer Scoring Automation, Filtering and Reporting

A "User" of the VRM Platform is someone who registers for a VRM Platform account at the behest of Client.

- 2. Client Vendor Access.** Client may invite Client Vendors to create an account to use the Client's VRM Platform only for the express purpose of providing answers to Client's vendor questionnaires and assessments. Client is responsible for all activities undertaken by Client's Vendors that access and use Client's VRM Platform, including all content uploaded by the Vendor into the VRM Platform.
- 3. Access.** Subject to the terms of this Agreement, Client may access and use the VRM Platform for the duration of the applicable respective subscription term as set forth in the Order Form. Smarsh reserves the right to suspend Client's access to the VRM Platform, upon reasonable advance written notice to the Client, if (i) Smarsh reasonably believes that Client's actions, or the actions of Client's Users, is reasonably likely (in Smarsh's sole reasonable opinion) to negatively affect the availability, quality, or performance of Smarsh's systems or the VRM Platform; or (iii) Smarsh in good faith suspects that any unauthorized third party has gained access to the VRM Platform using credentials issued to the Client by Smarsh. For the sake of clarity, Smarsh will provide Client with reasonable advanced notice (to the extent commercially practicable) prior to suspending Client's access.
- 4. Restrictions.** The Client will not (and will not knowingly permit any third party to, including its Users): (a) use the VRM Platform to develop a similar or competing product or service; (b) reverse engineer, decompile, disassemble, or seek to access the source code, algorithms, or non-public

APIs to the VRM Platform or any related features; (c) modify or create derivative works of the VRM Platform or copy any element of or related features with the VRM Platform; (d) copy, rent, lease, distribute, assign, or otherwise transfer rights to the VRM Platform or any part thereof, for the benefit of a third party; or remove any proprietary notices or labels from the VRM Platform or any part thereof; (e) use the VRM Platform to perform or publish benchmarks or performance information about the VRM Platform; (f) provide access to or sublicense the VRM Platform to a third party except as authorized under the Agreement, (g) transmit, or allow any Third Party Service to transmit on Client's behalf to Smarsh any data that is subject to PCI data storage requirements, (h) use the VRM Platform in a manner that (i) violates applicable laws, rules, or regulations, or (ii) negatively affects the availability, quality, or performance of the VRM Platform. The Client will not, directly or indirectly, in whole or in part, use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the VRM Platform.

**5. Content on VRM.** Smarsh does screen or review the content uploaded to the VRM Platform by or on behalf of Client ("Client Content"). Smarsh reserves the right to remove uploaded content if it violates the terms of the Agreement or these Service Specific Terms, the AUP, or otherwise threatens the safety and security of the VRM Platform. Client, and not Smarsh, is responsible for all content uploaded into the VRM Platform by Client or Client's Users, including verifying the accuracy and completeness of content uploaded by Users for the purpose of Vendor assessments and questionnaires. Scores and results generated by the VRM Platform are dependent on Client Content and the responsibility of the Client to verify. Client represents and warrants that (a) Client Content will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client's use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information. Smarsh is not responsible for Client's Content and Client shall indemnify and hold Smarsh harmless of any damages, claims, penalties, liabilities arising from Client Content.

**6. Termination; Data Transition; Export of Client Content.** Following the termination or expiration of the applicable subscription term of the VRM Platform, Client will cease to have access to the VRM Platform and the Client Content and content stored within the VRM Platform. Client is responsible for exporting all Client Content and Content from the VRM Platform prior to the termination or expiration of these Service Specific Terms or the Agreement. Thereafter, Smarsh reserves the right to delete all data in Client's VRM Platform, including all account information and Client Content. Upon such termination or expiration, Client agrees to immediately cease using the VRM Platform and any associated Smarsh IP.

**7. WARRANTY DISCLAIMER; NO GUARANTEE.** EXCEPT AS SET FORTH ABOVE, SMARSH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE VRM PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE BY SMARSH.

SMARSH HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARSH DOES NOT REPRESENT OR WARRANT THAT THE VRM PLATFORM WILL BE AVAILABLE OR ERROR-FREE. SMARSH WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SMARSH. SMARSH DOES NOT GUARANTEE THAT USE OF THE VRM PLATFORM BY CLIENT WILL ENSURE CLIENT'S LEGAL COMPLIANCE WITH ANY FEDERAL, STATE, OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE. THE VRM PLATFORM IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY APPLICATION IN WHICH THE FAILURE OF THE VRM PLATFORM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.

8. **Conflict.** To the extent that any language contained in the Agreement conflicts with any language contained in Service Specific Terms, the terms of these Service Specific Term shall control as it relates to h the VRM Platform.
  
9. **Agreement** Except as expressly provided by these Service Specific Terms, the parties acknowledge and agree that the Agreement shall remain in full force and effect.