

## SERVICE SPECIFIC TERMS – CAPTURE MOBILE SERVICES

These Service Specific Terms shall govern Client's use of the Capture Mobile Services (as defined below) set forth on the applicable Order Form or other ordering document 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 Capture Mobile Services for WeChat/WeCom. For the use of the Capture Mobile Services for WeChat/WeCom, separate and additional terms will apply.

Client hereby agrees to comply with the following terms:

### 1. Capture Mobile Services

**Services Description.** The Capture Mobile Services are a suite of services consisting of Capture Mobile Apps, Carrier Capture, and Call Capture (all defined further below) (collectively, "**Capture Mobile Services**").

### 2. Capture Mobile Apps Services

**A. Capture Mobile Apps Services Description.** The "**Capture Mobile App(s)**", as provided by Smarsh or an affiliate, are each a mobile app that enables Client to capture electronic communications and other content types generated between the applicable Capture Mobile App and certain supported third-party mobile apps and platforms (e.g., WhatsApp, Signal) used by the Client (collectively, "**App Capture**").

**B. Client Obligations.** Client (i) acknowledges and agrees that the Capture Mobile Apps require configuration by the Client to correctly operate, including the installation of a mobile app on end user devices, and therefore will not capture data unless Client correctly configures the Services, and (ii) is responsible for configuring any applicable third-party platforms, mobile applications, or systems to enable the transmission of Client Data to a Capture Mobile App. Smarsh will not be responsible or liable for any failure by Client to (i) configure the Services as required for its use case(s) or (ii) meet the applicable requirements of the applicable third party service.

### C. Additional Terms.

- i. If Client leverages a Capture Mobile App to capture data from third party platforms such as WhatsApp, Telegram, or Signal, Client acknowledges and agrees that Client, and Client's use of such third-party service or platform, is subject to the privacy policies and terms of service for such service or platform. To the extent applicable, Client also agrees and acknowledges that Client may be required to onboard and create a separate account with such platform in order to use the applicable App Capture service. Client agrees to comply with any privacy policies, platform terms, or applicable terms of service for such platforms used by Client in connection with the App Capture services.
- ii. With respect to the Client's use of the Capture Mobile Services to capture WhatsApp communications and the WhatsApp Business API, Client understands and agrees that Client, and not Smarsh, is responsible for (i) owning and operating Client's own WhatsApp Business Account with Meta, and (ii) paying any fees charged by Meta (or any successor entity) to Client with

respect to Client's WhatsApp Business Account. Moreover, Client understands that Client's use of the Capture Mobile App for WhatsApp is contingent on Client successfully obtaining a WhatsApp business account from Meta (or successor entity) which meets the requirements of Smarsh's Capture Mobile Service offering for WhatsApp and ensuring that such account remains active and in good standing.

#### **D. Unique Phone Numbers<sup>1</sup>**

- i. Phone Numbers. Certain Capture Mobile Apps may require Client to use a unique phone number to send and receive messages and other data using the applicable Capture Mobile App on the Client User's device.
- ii. Smarsh Numbers Provisioning. Subject to the execution of an Order, Smarsh may, for certain Capture Mobile Apps, provide Client with an unique phone number, 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 or pricing (to the extent such carrier changes such pricing) 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.
- iii. Smarsh Numbers Restrictions. Smarsh Numbers do not support any type of emergency calling, nor do they guarantee support for activation of other services via 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. Smarsh does not guarantee allocation of numbers in certain area codes or country codes requested by customers.
- iv. Smarsh Numbers 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 Smarsh, is responsible for compliance with any requirements related to the residency and/or the location of Client's Users.

### **3. Carrier Capture Services**

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

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<sup>1</sup> For clarity, certain Capture Mobile Apps may not require a unique Phoner Number and may use Client's corporate device mobile carrier line.

- 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.
- 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 (i) understands and agrees that the Carrier Capture services require configuration by the Client to operate and will not capture data correctly until Client configures the Services correctly, and (ii) is responsible for configuring any applicable third-party platforms or systems to enable the transmission of Client Data to the Carrier Capture services, including any specific requirements of any Mobile Carrier. Smarsh will not be responsible or liable for any failure by Client to (i) configure the Services as required or (ii) meet the applicable requirements of the applicable third party service.

**C. Additional Carrier Terms.** In the event that Client leverages the Carrier Capture 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.

#### **4. Call Capture Services**

**A) Call Capture Services Description.** "**Call Capture**", as defined in this section, enables Client to (i) capture and record voice communications and conversations from supported third party services and supported systems; (ii) transcribe voice calls (if applicable); and (iii) transmit such recorded calls, voice communications and conversations, and related data to a destination archive for long-term storage.

#### **B) Client Obligations**

- i. Client (i) understands and agrees that the Call Capture services require configuration by the Client to operate and will not capture data correctly until Client configures the Call Capture service correctly, and (ii) is responsible for configuring any applicable third-party platforms or systems to enable the transmission of Client Data to the Call Capture services. Smarsh will not be responsible or liable for any failure by Client to (i) configure the Services as required or (ii) meet the applicable requirements of the applicable third party service.
- ii. Client shall obtain or make any and all applicable consents, notices and disclosures required pursuant to applicable law prior to collecting, capturing,

and recording voice communications and conversations data and transferring such data to Smarsh. Client is responsible for ensuring that Client's use of the Call Capture services does not violate any applicable laws or infringe on the rights of any third party.

- iii. **CLIENT SHALL BE RESPONSIBLE FOR ENSURING THAT CLIENT COMPLIES WITH ANY APPLICABLE (I) LAWS RELATING TO THE RECORDING OR SHARING OF AUDIO CONTENT THAT INCLUDES THIRD PARTIES, OR (II) LAWS REQUIRING DISCLOSURE OR NOTICE TO OR CONSENT BY THIRD PARTIES PRIOR TO RECORDING TELEPHONE CALLS OR THE USE OF THE SERVICES.**
- iv. **Smarsh expressly disclaims any responsibility for monitoring and/or informing Client of its requirements under applicable laws.**

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

**6. Data Deletion.** The Capture Mobile Services are designed to delete Client Data after the expiration of the Temporary Retention Period.

## **7. ADDITIONAL DISCLAIMERS**

A. THE CAPTURE MOBILE SERVICES ARE NOT DESIGNED TO BE USED FOR LONG-TERM STORAGE OR AS A DATA ARCHIVE SERVICE. THE CAPTURE MOBILE SERVICES ARE 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. SMARSH 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 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.

**8. Capture Mobile Service Deployment.** 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.

**9. 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.

- 10. Notice & Consent to Employees.** Client is only authorized to 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) if required by applicable law, obtain such Client Individual's consent for such capture of their electronic communications; and (iii) if required by applicable law, 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.
- 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 ("SLAS") attached to the Agreement, or if no SLAs are present, the SLAs located at <https://www.smarsh.com/legal/ConnectedArchiveSLA>. For the sake of clarity, in the event of a breach of these 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.
- 13. Amendment to Service Specific Terms.** Smarsh may amend these Service Specific Terms by providing Client with written notice of any changes (including a general description of the changes), and such changes shall be deemed to be effective between the parties beginning on the date that is fifteen (15) days after the date of such notice, unless Client objects to such changes in writing within the fifteen-day period.

## 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	Service
TeleMessage Ltd.	Israel	Support, Implementation	Mobile Capture Services
Microsoft Azure	USA	Infrastructure as a Service	Mobile Capture Services

Amazon Web Services	USA	Infrastructure as a Service	Mobile Capture Services
Call Cabinet Corporation	United States	Support	Call Capture
Call Recording SA Pty Ltd	South Africa	Support	Call Capture
Call Cabinet Southern Africa Pty Ltd	South Africa	Support	Call Capture
Call Cabinet Australia Pty Ltd	Australia	Support	Call Capture
Call Cabinet Corporation UK Ltd	United Kingdom	Support	Call Capture

## **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. ("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.

(f) 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.

(g) 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.

2.4(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.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.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](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>