

## SMARTSHEET LABS USER AGREEMENT

Welcome to Smartsheet Labs, our home for experimental applications and add-ons (“**Labs Applications**”). Your use of Labs Applications is governed by the terms and conditions of this Smartsheet Labs User Agreement (the “**Agreement**”).

This Agreement was last updated on February 11, 2014.

**1. Acceptance of Agreement.** This Agreement is a legal contract between you and Smartsheet.com, Inc. (“**we,**” “**us**” or “**Smartsheet**”). If you are accepting this Agreement on behalf of a company, you represent and warrant that you have the authority to do so, in which case the terms “**you**” and “**your**” refer to your company when used below.

**2. Use of Labs Applications.** Labs Applications are designed to be used in conjunction with our internet-delivered work collaboration service (the “**Online Service**”). You have the right to use Labs Applications for your own internal business purposes in connection with the Online Service and, if applicable, to download and install one copy of each Labs Application for that purpose. You may use Labs Applications only for as long as your separate contract with us for the Online Service remains in effect.

**3. Experimental Applications; No Guarantee of Availability.** Labs Applications are experimental, trial applications that may “break” or cease to be available at any time. We may remove or suspend your access to Labs Applications at any time.

**4. No Warranty.** You do not need Labs Applications in order to use the Online Service. IF YOU CHOOSE TO USE LABS APPLICATIONS, YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THEM. LABS APPLICATIONS ARE AVAILABLE ONLY ON AN “AS IS” BASIS. WE MAKE NO WARRANTY WITH RESPECT TO THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY LABS APPLICATIONS OR THE CONTENT MADE AVAILABLE THROUGH LABS APPLICATIONS. WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABS APPLICATIONS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**5. Your Data.** Your data and content submitted to or retrieved from the Online Service using Labs Applications will be treated as described in your agreement with us for the Online Service. You are responsible for all distribution and display of content and information made via Labs Applications.

**6. Limitation of Liability.** SMARTSHEET WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF WE HAVE BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, OUR AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

**7. Indemnity.** You will defend, indemnify and hold harmless Smartsheet and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any claims, actions or demands of third parties, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable attorney’s fees and costs), that arise out of (a) content and information submitted to or through Labs Applications, (b) your use of Labs Applications in violation of this Agreement, or (c) your violation of applicable laws or the rights of a third party.

**8. Ownership.** As between the parties, we retain all right, title and interest in and to the Labs Applications and the technology and software used to provide them, all content and data (excluding yours) provided through Labs Applications, all documentation provided with the Labs Applications, and all intellectual property and proprietary rights therein. Except for your rights to access and use the Labs Applications set forth above, nothing in this Agreement licenses or conveys any of our intellectual property or proprietary rights to anyone.

**9. Reviews.** We may allow you to post reviews of Labs Applications you have used, and/or to post comments on such reviews. If you post a review, you agree that we may use your name in connection with these reviews. We reserve the right, in our sole discretion and for any reason at any time, to remove or edit any such review or comment. Content unrelated to a review or comment on the relevant application is prohibited. In addition, reviews and comments may not contain content that:

- is inconsistent with this Agreement;
- is harmful, threatening, abusive, defamatory, profane, sexually explicit, obscene, or otherwise offensive;
- is false, fraudulent or misleading;
- violates applicable law or suggests or encourages unlawful activity;
- constitutes advertising or any other form of commercial solicitation; or
- impersonates any other person or entity, including any of our employees.

We do not claim ownership of the content of reviews or comments. However, you hereby grant us a nonexclusive, worldwide, irrevocable, perpetual, fully paid-up, royalty-free license to use, distribute, reproduce, modify, excerpt, attribute, adapt, publicly perform and publicly display review content (in whole or in part) and incorporate it into other works, and to permit others to do so.

**10. Modifications.** We reserve the right to modify this Agreement by posting an updated version on our Web site. Any updated version will become effective 15 days after posted. If you do not agree to any modified terms, you may cease using the Labs Applications during this 15 day period. Your continued use of Labs Applications indicates your acceptance of the modified terms.

**11. General.** This Agreement is governed by the internal laws of the State of Washington, without regard to its conflicts of law rules. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other.