

SERVICE SPECIFIC TERMS

Archiving & Capture Services

The terms in these Service Specific Terms apply only where Client purchases the applicable Service. Unless expressly stated otherwise, defined terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Archiving Platform; Connected Archive.** If Client purchases archive services or services which capture Client Data and send it to an archive which is not hosted by Smarsh, these additional terms apply.
- 2. Descriptions.** If the Services purchased by Client are the Smarsh Archiving Platform or the Connected Archive platform (either, the "**Archive Service**") or the Connect Service, these additional terms apply. The Archive Service receives Client Data from Third Party Services for long term retention purposes. The Connect Service captures Client Data from Third Party Services and transmits Client Data to an archive system which may be hosted by Client or by a third party ("**Connect Service**"). The "**Connected Archive Service**" means the Connected Archive platform plus the Connect Service. Smarsh "**Website Archiving**" is a Service that crawls and captures Client-designated websites and archives such websites within the Archive Service.
- 3. Units.** To enable the Connect Service or the Archive Service to receive Client Data, Client must purchase Units for each [Content Type](#) to be received by the Archive Service or the Connect Service. A "**Unit**" means one of the following, as applicable to the specific Content Type: (a) a user account such as an email mailbox; (b) an instant message account or screen name; (c) a social media page or profile; (d) a mobile device phone number; or (e) any other usage metric specified in an Order Form. To enable Website Archiving, Client must purchase Units and pay a domain fee. A "**Unit**" with respect to the Website Archiving Service means a (a) webpage; or (b) a video. Certain Archive Service platform features are sold as add ons features, including supervision, e-discovery. These feature add ons allow Client Users to perform specific tasks within the Archiving Services. These Services are sold either as per User in the case of supervision, or per User and per e-discovery case.
- 4. Data Retention.** If Client purchases (a) the Archiving Platform Service, Smarsh will retain Client Data for the Term of the Agreement; (b) the Connected Archive Service, Smarsh will retain Client Data for a minimum of 7 years or a maximum of 20 years (subject to additional Fees); or (c) the Connect Service, Smarsh will retain Client Data for 30 days. After 30 days Client Data will no longer be retrievable. In the case of both (a) and (b), the retention periods specified are default retention periods and Client may implement retention periods that are different from the default retention periods within the applicable Service. Client is solely responsible for compliance with all applicable legal, regulatory or internal requirements with respect to such retention policies. Following termination or expiration of the Agreement, Smarsh will retain Client Data for a minimum of six (6) months. Thereafter, Smarsh may delete Client Data in its sole discretion.
- 5.** Client is responsible for configuring applicable third-party platforms or systems to transmit Client Data to the Services. Client is responsible for providing Smarsh with any historical data to be archived by the Services in a format acceptable to Smarsh.
- 6. Client-Side Software Terms.** Certain Archive Services may require Client to install software to interact with the Archive Service ("**Client-Side Software**"). If Client-Side Software is provided to Client by Smarsh, upon delivery of the Client-Side Software Smarsh grants Client the limited, non-exclusive, non-sublicensable right to download, execute and install the applicable Client-Side Software onto Client's end user's computer, laptop or mobile device (as applicable), for which Client has purchased a Unit, 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 not expressly granted to Client in this Section.
- 7. Datacenters.** The Services may be hosted on Smarsh-managed infrastructure or AWS-managed infrastructure. The Service Level Agreement applicable to the Archive Service, the Connect Service, the Connected Archive Service and the Website Archiving Service is available here: www.smarsh.com/legal/ArchiveSLA
- 8. Content Type Terms.** Certain [Content Types](#) require additional terms, as follows:

- 8.1. **Mobile Services.** If Client purchases voice archiving or text archiving Services ("**Mobile Services**") these additional terms apply. Client is only permitted to archive text messages for Client's current employees or contractors. Client is not permitted to actively archive text messages for any individual who is not a Client employee or contractor. Client agrees to (a) 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. Each telecommunications carrier may have a different implementation process. The implementation process is dependent on actions to be completed by Client and the applicable telecommunications carrier. Smarsh is not responsible for delays in implementation caused by a telecommunications carrier, Client or Client employees or contractors.
- 8.2. In addition, certain telecommunication carriers require Smarsh to pass through additional terms and conditions. The Additional Text Service Terms are available at www.smarsh.com/legal/MobileServices. Such additional terms are subject to modification by the applicable third-party carrier and such modifications shall be incorporated into this Agreement upon notice to Client.
- 8.2.1. For AT&T Mobility subscribers, your signature represents your acceptance of the AT&T Wireless Terms and Conditions at www.smarsh.com/legal/ATT as they apply to AT&T messages that are archived by Smarsh.
- 8.2.2. For Verizon subscribers, your signature represents your acceptance of the Verizon Terms and Conditions at www.smarsh.com/legal/verizon as they apply to Verizon messages that are archived by Smarsh. To capture or archive text messages generated by a Verizon mobile account, each employee or contractor will be required to accept a request to archive sent by Verizon directly to the employee or contractor device. If the employee or contractor does not accept or respond to such request, Verizon will not release text messages from that device to Smarsh.
- 8.2.3. For Rogers Wireless subscribers, your signature represents your acknowledgement of the Rogers Wireless consent requirements available at www.Smarsh.com/legal/Rogers.