

Service Specific Terms – Professional Cloud

These Service Specific Terms – Professional Cloud apply only to Client's purchase and use of the Connected Archive Professional Cloud Service. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Descriptions.** The “**Connected Archive**” is a Service that captures data from the Client's Third Party Services and archives it as Client Data. To enable the Connected Archive to receive Client Data, Client must purchase a bundle of Connections. A “**Connection**” means one of the following, as applicable to the specific **Channel**: (a) a user account such as an email mailbox; (b) an instant message account or screen name; (c) a social media page or profile; or (d) a mobile device phone number. “**Connected Apps**” means any of the following: (a) Supervision, (b) Discovery, or (c) Control. Connected Apps allow Client Users to perform specific tasks within the Connected Archive and are sold on a per-User basis for Discovery and a per-Connection basis for Supervision and Control.
- 2. Data Retention.** Smarsh will retain Client Data captured by the Connected Archive during the Term of the Agreement for a default retention period of up to 7 years at no additional charge. If Client requires Client Data captured by the Connected Archive to be retained for longer than 7 years, Client must purchase extended data retention. Client may implement retention policies less than 7 years within the Connected Archive. Client is solely responsible for ensuring that the default retention period or any other retention policies implemented by Client within the Connected Archive comply with any applicable legal, regulatory, or Client internal requirements. Data that Client sends on removable media to Smarsh for import into the Connected Archive as Client Data will be subject to import fees and additional storage fees, as specified in the applicable Order Form. Data that is sent from the Connected Capture Service or other external capture service to the Connected Archive as Client Data will be subject to additional storage fees, as specified in the applicable Order Form. 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.
- 3. Client Obligations.** Client is responsible for configuring applicable third-party platforms or systems to transmit Client Data to the Connected Archive. Client is responsible for providing Smarsh with any historical data to be ingested into the Connected Archive in a format acceptable to Smarsh. No later than the third business day of each month, Client shall submit to Smarsh usage reports for the prior month in a format specified by Smarsh.
- 4. Client-Side Software Terms.** Certain Channels may require Client to install software (“**Client-Side Software**”) to allow the Connected Archive to receive Client Data. If Client-Side Software is provided to Client by Smarsh, upon delivery of the Client-Side Software Smarsh grants Client a limited, non-exclusive, non-sublicensable license to download 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 Connection, or on Client owned or controlled servers, plus one copy for backup or archival purposes. Smarsh, and its licensors retain all rights in and to the Client-Side Software that are not expressly granted to Client in this Section 4.
- 5. Datacenters.** The Connected Archive Professional Cloud Service is hosted on Smarsh-managed infrastructure in the United States.
- 6. Service Level Agreement.** The Service Level Agreement applicable to the Connected Archive Professional Cloud Service is available at www.smarsh.com/legal.