Data Processing Addendum

This Data Processing Addendum ("**DPA**") is incorporated into and forms a part of the agreement between Smartsheet Inc. ("**Smartsheet**") and Customer that governs Customer's access to and use of the online Services ("**Agreement**"). Capitalized terms not defined herein have the meaning given in the Agreement.

1. **Definitions.** In this DPA, the following terms (and derivations thereof) have the meanings set out below:

"**Controller**" means the individual or entity that determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the individual or entity that has entered into the Agreement and agreed to the incorporation of this DPA into the Agreement.

"**Customer Content**" means any data, file attachments, text, images, reports, personal information, or other content that is uploaded or submitted to an online Service by Customer or Users and is Processed by Smartsheet on behalf of Customer.

"**Customer Personal Data**" means Personal Data that is contained within Customer Content.

"**Data Breach**" means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content.

"**Data Protection Laws**" means, to the extent applicable to a Party, the data protection or privacy laws of any country regarding the Processing of Customer Personal Data.

"**Data Subject**" means an identified or identifiable natural person.

"**Parties**" or "**Party**" means Customer and/or Smartsheet as applicable.

"**Personal Data**" means any information relating to, identifying, describing, or capable of being associated with a Data Subject or a household.

"**Process**" means any operation or set of operations performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, alignment, combination, restriction, erasure, destruction or disclosure by transmission, dissemination or otherwise making available.

"**Processor**" means the individual or entity that Processes Personal Data on behalf of a Controller.

"**Professional Services**" means implementation, configuration, integration, training, advisory, and other professional services related to the online Services that are provided by Smartsheet and purchased by Customer specified in an Order or SOW.

"**Services**" means the Subscription Services, Professional Services, and any other online service or application provided or controlled by Smartsheet for use with the Subscription Services.

"**Smartsheet Personnel**" means any individual authorized by Smartsheet to Process Customer Personal Data.

"**Subprocessor**" means any individual or entity (including any third party but excluding Smartsheet Personnel) appointed by or on behalf of Smartsheet to Process Customer Personal Data in connection with the Agreement.

"**Subscription Services**" means the subscription-based online work collaboration services and applications that are provided by Smartsheet and purchased by Customer.

"**Supervisory Authority**" means an independent competent public authority established or recognized under Data Protection Laws.

"**User**" means any individual authorized or invited by Customer or another User to access and use the online Services under the terms of the Agreement.

2. Roles of Parties.

2.1. Customer and Smartsheet agree that, as between the Parties, Customer is a Controller and Smartsheet is a Processor of Customer Personal Data and that each Party is solely responsible for its compliance with Data Protection Laws applicable to it and for fulfilling any of its related obligations to third parties, including Data Subjects and Supervisory Authorities.

2.2. Customer as Controller.

2.2.1. Customer is solely responsible for the accuracy of Customer Personal Data and the legality of the means by which Customer acquires Customer Personal Data.

2.2.2. Customer's instructions to Smartsheet to Process Customer Personal Data will comply with Data Protection Laws and be duly authorized, with all necessary rights, permissions, and consents secured.

2.3. Smartsheet as Processor.

2.3.1. Smartsheet will Process Customer Personal Data only: (a) as instructed by Customer in writing or as initiated by Users via an online Service; (b) as necessary to provide the Services and prevent or address technical problems with an online Service or violations of the Agreement or this DPA; or (c) as required by applicable law. Annex 1 (Details of Processing of Customer Personal Data) sets out a description of Smartsheet's Processing of Customer Personal Data.

2.3.2. Smartsheet will ensure that Smartsheet Personnel: (a) access Customer Personal Data only to the extent necessary to perform Smartsheet's Processing obligations under this DPA and the Agreement; (b) are bound by confidentiality obligations with respect to Customer Personal Data substantially as protective as those set forth in this DPA and the Agreement; and (c) are subject to appropriate training relating to the Processing of Customer Personal Data.

2.3.3. Smartsheet will not disclose Customer Personal Data to a third party for monetary or other consideration except as otherwise permitted under this DPA or the Agreement.

2.3.4. At Customer's written request and to the extent Customer is unable to access the relevant information on its own, Smartsheet will provide reasonable assistance to Customer in relation to data protection impact assessments and consultations with Supervisory Authorities, taking into account the nature of Smartsheet's Processing of Customer Personal Data and the information available to Smartsheet.

2.3.5. Smartsheet will not assess the type or substance of Customer Content to identify whether it is Customer Personal Data or subject to any specific legal requirements.

3. Security.

3.1. Smartsheet will implement and maintain technical, physical, and organizational measures and controls designed to protect and secure Customer Content (including the return and deletion thereof) in accordance with the Agreement.

3.2. Customer acknowledges that, through its Users, Customer: (a) controls the type and substance of Customer Content; and (b) sets User permissions to access Customer Content; and therefore, Customer is responsible for reviewing and evaluating whether the documented functionality of an online Service meets Customer's required security obligations relating to Customer Personal Data under Data Protection Laws.

4. Subprocessors.

4.1. Subprocessors will be identified at www.smartsheet.com/legal/subprocessors. Customer authorizes Smartsheet to use any such Subprocessors subject to the terms and conditions of this Section 4.

4.2. Smartsheet will carry out appropriate due diligence on each Subprocessor and have a written agreement with each Subprocessor that includes provisions for Processing Customer Personal Data that are substantially as protective as those set out in this DPA.

4.3. Smartsheet is responsible for Subprocessors' acts and omissions, including a Subprocessor's appointment of another Subprocessor.

4.4. New Subprocessors; Right to Object.

4.4.1. Customer must fill out the form available at www.smartsheet.com/legal/subprocessor-notification to receive notifications of new Subprocessor appointments by Smartsheet. Following submission of such form, Smartsheet will provide prior written notice to Customer if Smartsheet intends to appoint new Subprocessors; provided, however, that Smartsheet will notify Customer in writing without undue delay after the appointment of a new Subprocessor if direct involvement of such Subprocessor is necessary for maintaining the availability and security of the online Services or Customer Content.

4.4.2. If Customer objects to a new Subprocessor on a reasonable basis related to the Processing of Customer Personal Data, Customer must notify Smartsheet in writing within fifteen (15) days after receiving an appointment notice; otherwise, Smartsheet will deem the appointment of the new Subprocessor authorized by Customer. Upon receipt of an objection notice from Customer, Smartsheet will use reasonable efforts to make available to Customer a change in the online Services or recommend a commercially reasonable configuration or use of the online Services to avoid the Processing of Customer Personal Data by the new Subprocessor. If Smartsheet cannot address Customer's objection pursuant to the foregoing efforts, Smartsheet will notify Customer within fifteen (15) days of receipt of Customer's objection notice. Customer may then, by written notice to Smartsheet within thirty (30) days of Smartsheet's notice, terminate this DPA and any affected Services and

receive a refund of prepaid fees covering the terminated portion of the applicable Service.

5. Data Subject Requests.

5.1. Smartsheet will provide Customer access to Customer Personal Data via the online Services to allow Customer to respond to Data Subject requests relating to Customer Personal Data.

5.2. Smartsheet will notify Customer in writing without undue delay of any requests Smartsheet receives directly from a Data Subject relating to Customer Personal Data, and Smartsheet may respond directly to a Data Subject request: (a) to confirm that such request relates to Customer; (b) as required by applicable law; or (c) with the written consent of Customer.

5.3. At Customer's written request and to the extent Customer is unable to access Customer Personal Data on its own, Smartsheet will provide reasonable assistance to Customer in accessing Customer Personal Data for Customer to respond to such Data Subject requests. To the extent legally permitted, Customer will be responsible for any expenses attributable to Smartsheet's assistance efforts outside the normal course of business.

6. Data Breach.

6.1. Smartsheet will notify Customer in writing without undue delay upon Smartsheet becoming aware of a Data Breach.

6.2. Smartsheet will investigate and, as necessary, mitigate or remediate a Data Breach in accordance with Smartsheet's security incident policies and procedures ("**Breach Management**").

6.3. Subject to Smartsheet's legal obligations, Smartsheet will provide Customer with information available to Smartsheet as a result of its Breach Management, including the nature of the incident, specific information disclosed (if known), and any relevant mitigation efforts or remediation measures ("**Breach Information**"), for Customer to comply with its obligations under Data Protection Laws as a result of a Data Breach.

6.4. If Customer requires information relating to a Data Breach in addition to the Breach Information, at Customer's sole expense and written request and to the extent Customer is unable to access the additional information on its own, Smartsheet will reasonably cooperate with Customer as requested by Customer to attempt to collect and provide such additional information.

7. Audit Rights.

7.1. Smartsheet will use external auditors to annually audit and verify the adequacy of its security measures and controls ("**Audit**"). The Audit will: (a) be performed by independent third party security professionals at Smartsheet's selection and expense; (b) include testing of the security measures and controls of the online Services, performed according to AICPA SOC2 standards or such other alternative standards substantially equal to AICPA SOC2, that results in the generation of, at a minimum, a SOC2 report or the substantive equivalent; and (c) include penetration testing of the online Services and result in the generation of a penetration test report. The reports generated by the Audit ("**Reports**") will be made available to Customer upon written

request no more than annually subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement. For clarity, each Report will only discuss the online Services in general commercial availability at the time the Report was issued; subsequently released Services, if covered by a Report, will be in the next annual iteration of such Report.

7.2. If Customer requires information for its compliance with Data Protection Laws in addition to the Reports, at Customer's sole expense and written request and to the extent Customer is unable to access the additional information on its own, Smartsheet will allow for and cooperate with a Customer mandated audit by a third party auditor in relation to the Smartsheet's Processing of Customer Personal Data ("**Customer Audit**"), provided that:

7.2.1. Customer provides Smartsheet reasonable advance notice including the identity of the auditor and the anticipated date and scope of the Customer Audit;

7.2.2. Smartsheet approves the auditor by notice to Customer, with such approval not to be unreasonably withheld;

7.2.3. Customer and the auditor act to avoid causing any damage, injury, or disruption to Smartsheet's premises, equipment, or business in the course of such Customer Audit; and

7.2.4. Customer initiates only one Customer Audit in any calendar year unless otherwise required by a Supervisory Authority.

8. International Transfers.

8.1. With respect to any international transfer of Customer Personal Data from Customer to Smartsheet or via onward transfer to a third country ("**International Transfer**") that would be prohibited by applicable Data Protection Laws in the absence of a lawful data transfer mechanism, during the authorized period of access to and use of the online Services, Smartsheet will: (a) maintain its self-certification to the EU-U.S. and Swiss-U.S. Privacy Shield self-certification program operated by the United States Department of Commerce (collectively, "**Privacy Shield**"); and (b) comply with each of the Privacy Shield principles (including, without limitation, 'Accountability for Onward Transfer') with respect to the Processing of Customer Personal Data.

8.2. If Privacy Shield compliance fails as a lawful data transfer mechanism for an International Transfer, the Parties agree that the Standard Contractual Clauses issued by the European Commission under decision 2010/87/EU ("**SCC**") will go into immediate effect between the Parties, subject to the following clarifications:

8.2.1. for purposes of SCC Clause 5(a), Section 2.3 (Smartsheet as Processor) of this DPA is deemed an instruction by Customer to Process Customer Personal Data;

8.2.2. for purposes of SCC Clauses 5(h) and 11, Section 4 (Subprocessors) of this DPA satisfies Smartsheet's obligations in such SCC clauses;

8.2.3. for purposes of SCC Clause 5(j), Customer must request in writing a copy of Smartsheet's Subprocessor agreements and Smartsheet may remove all commercial information, or terms unrelated to the SCCs, from such copies;

8.2.4. for purposes of SCC Clause 5(f) and 12(2), Section 7 (Audit Rights) of this DPA satisfies Smartsheet's obligations in such SCC clauses;

8.2.5. for purposes of SCC Clause 12(1), Smartsheet will provide certification of deletion only upon Customer's written request;

8.2.6. for purposes of SCC Appendix 1, the information set forth in Annex 1 of this DPA will be deemed to complete such Appendix; and

8.2.7. for purposes of SCC Appendix 2, the security measures and controls set forth in the Agreement will be deemed to complete such Appendix.

9. General.

9.1. Amendment; Waiver. Unless otherwise expressly stated herein, this DPA may be modified only by a written agreement executed by an authorized representative of each Party. The waiver of any breach of this DPA will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.

9.2. Severance. If any provision of this DPA is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this DPA is to remain in effect as written. Notwithstanding the foregoing, if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this DPA, the entire DPA will be considered null and void.

9.3. Order of Precedence. Regarding the subject matter of this DPA, in the event of any conflict between this DPA and any other written agreement between the Parties (including the Agreement), this DPA will govern and control. Any data processing agreements that may already exist between Parties are superseded and replaced by this DPA in their entirety.

9.4. Notices. Unless otherwise expressly stated herein, the parties will provide notices under this DPA in accordance with the Agreement, provided that all such notices may be sent via email.

9.5. Governing Law and Jurisdiction. Unless prohibited by Data Protection Laws, this DPA is governed by the laws stipulated in the Agreement and the Parties to this DPA hereby submit to the choice of jurisdiction and venue stipulated in the Agreement, if any, with respect to any dispute arising under this DPA.

9.6. Enforcement. Regardless of whether Customer or its affiliate(s) or a third-party is a Controller of Customer Personal Data, unless otherwise required by law: (a) only Customer will have any right to enforce any of the terms of this DPA against Smartsheet; and (b) Smartsheet's obligations under this DPA, including any applicable notifications, will be to only Customer.

9.7. Liability. As between the Parties to this DPA, each Party's liability and remedies under this DPA are subject to the aggregate liability limitations and damages exclusions set forth in the Agreement.

9.8. Variations in Data Protection Laws. If any variation is required to this DPA as a result of a change in or subsequently applicable Data Protection Law, then either Party may provide written notice to the other Party of that change in law. The Parties will then discuss and negotiate in good faith any variations to this DPA necessary to address such changes, with a view to agreeing and implementing those or alternative variations as

soon as practicable, provided that such variations are reasonable with regard to the functionality and performance of the Services and Smartsheet's business operations.

9.9. Reservation of Rights. Notwithstanding anything to the contrary in this DPA: (a) Smartsheet reserves the right to withhold information the disclosure of which would pose a security risk to Smartsheet or its customers or is prohibited by applicable law or contractual obligation; and (b) Smartsheet's notifications, responses, or provision of information or cooperation under this DPA are not an acknowledgement by Smartsheet of any fault or liability.

9.10. Smartsheet as Controller. Smartsheet may collect Personal Data directly from Data Subjects (which may be duplicative of Customer Personal Data) in accordance with Smartsheet's internal policies and publicly posted *Privacy Notice* available at www.smartsheet.com/legal/privacy, and nothing in this DPA will prohibit Smartsheet from Processing such Personal Data as a Controller under Data Protection Laws, provided that Smartsheet conspicuously notifies such Data Subjects that such information will be handled in accordance with Smartsheet's *Privacy Notice*.

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of Personal Data:

The subject matter and duration of the Processing of Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Personal Data

Processing of Personal Data by Smartsheet is reasonably required to facilitate or support the provision of the Services as described under the Agreement and this DPA.

Type of Personal Data and Categories of Data Subjects:

The types of Personal Data and categories of Data Subject about whom the Personal Data relates are determined and controlled by Customer in its sole discretion.

Obligations and Rights of the Controller:

The obligations and rights of Customer are set out in the Agreement and this DPA.