

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is offered to all Smartsheet Customers that purchase Covered Services (as defined below). For the avoidance of doubt, Customer’s access and use of a Covered Service will provide Customer the benefits and rights under this SLA at any time during the applicable Term (as defined below). Smartsheet reserves the right to revise this SLA by posting a revised version at this web address, which will be effective on the start date of a Covered Service’s renewal Term.

1. Service Level Definitions.

“**Available**” means the Covered Service can be accessed by Customer’s credentialed users.

“**Availability**” means the percentage resulting from the following expression: the number of minutes in a calendar month minus the number of minutes the Covered Service is not Available in such month excluding Excused Downtime, divided by the number of minutes in such month.

“**Covered Service**” means, as specified on the Status Page, the “Core Application” of a commercial instance of Smartsheet’s subscription-based online service provisioned or controlled by Smartsheet and purchased by Customer as an Enterprise plan.

“**Excused Downtime**” means the minutes in a calendar month the Covered Service is not Available due to: (a) Service Modifications of up to one hour; and (b) circumstances beyond Smartsheet’s reasonable control (e.g., force majeure events, general Internet outages, third party or Customer controlled service or infrastructure failures and delays, network intrusions, denial-of-service, or other similar attacks or interference by anyone other than Smartsheet or its agents).

“**Monthly Subscription Fees**” means the amount resulting from the following expression: the number of days in a calendar month falling under the Covered Service’s Term divided by the number of days of such Term, multiplied by such Covered Service’s fees for such Term.

“**Service Modifications**” means any necessary or required maintenance, repairs, updates, or other modifications to the Covered Service, and the systems, networks, and infrastructure used by Smartsheet to operate and provide the Covered Service.

“**Status Page**” means, as applicable, the Smartsheet status website at status.smartsheet.com or status.smartsheet.eu.

“**Term**” means the period of authorized access and use of the Covered Service as set forth in an executed ordering document or online order issued or otherwise approved in writing by Smartsheet.

2. Monitoring. Smartsheet will continuously log, monitor, and keep system records of the Covered Service’s accessibility on a minute basis and will make commercially reasonable efforts to communicate outages and events impacting accessibility on the Status Page.

3. Service Modification Notice. Smartsheet will provide Customer with in-app or email notice at least two business days prior to a planned Service Modification if: (a) Smartsheet believes that the Service Modification will materially impact the Availability of the Covered Service; and (b) such notice will not pose a security risk to Smartsheet or its customers.

4. Fee Credits for Availability Events. If the Availability of the Covered Service falls below 99.9% in any calendar month during the Term (each an “**Availability Event**”), Customer will be entitled to request a credit to be applied against the fees for the next renewal Term of the Covered Service (“**Fee Credit**”) by submitting notice to Smartsheet via the web form at <https://help.smartsheet.com/contact/smartsheetapp>. Such notice must contain all the information required by such form and must be sent within 30 days following the end of the calendar month in which the Availability Event occurred for Customer to be eligible to receive a Fee Credit. Smartsheet will validate Availability Events against Smartsheet’s system records and will determine Fee Credits in accordance with the following table:

<u>Availability</u> (per calendar month)	<u>Fee Credit</u> (percentage of Monthly Subscription Fees for the calendar month subject to the Availability Event)
>= 99.9%	no credit
< 99.9% through >= 99.0%	10%
< 99.0% through >= 95.0%	25%
< 95.0%	50%

5. Sole Remedy. Fee Credits represent Customer’s sole remedy, and Smartsheet’s sole liability, under this SLA for any Availability issues Customer may experience with respect to the Covered Service. If Customer requests or receives relief or remedy from Smartsheet independent from this SLA with respect to an Availability issue, Customer will not be entitled to request or receive Fee Credits under this SLA with respect to such Availability issue.

Last updated: October 4, 2021