

SMARTSHEET DEVELOPER PROGRAM AGREEMENT

This Developer Program Agreement (the “**Agreement**”) governs your use of our beta application programming interface (“**Smartsheet API**”), access tokens, app keys, HTML scripts, sample source code, documentation, and other materials that we make available to you in connection with the Smartsheet API (collectively, “**Smartsheet Properties**”) when you participate in our program for third party application developers (the “**Program**”).

1. Acceptance of Agreement. This Agreement is a binding legal contract between you and Smartsheet.com, Inc. (“**we**,” “**us**,” or “**Smartsheet**”). If you are registering for the Program on behalf of a company, “**you**” means the company on whose behalf you accept this Agreement. BY REGISTERING FOR THE PROGRAM, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE, THEN NEITHER YOU NOR YOUR COMPANY HAS THE RIGHT TO PARTICIPATE IN THE PROGRAM OR USE THE SMARTSHEET PROPERTIES.

2. Registration for the Program. Participation in the Program requires registration and is subject to our approval. If we request an email address or other identifying information as part of the registration process, you agree to provide accurate, up-to-date information.

3. Account Credentials. Participation in the Program requires you to have an account for our internet-delivered work collaboration service (the “**Service**”). Use of the Service is governed by our [User Agreement](#) (or, if applicable, your other subscription agreement with us for the Service) (“**Subscription Agreement**”). We may elect to waive your subscription fees associated with premium Service accounts, but you acknowledge that we may also reinstate those fees at any time. Your Subscription Agreement also governs your use of the Smartsheet Properties except that, notwithstanding any provision to the contrary in your Subscription Agreement, you may distribute or make available Smartsheet API Applications (as defined in Section 4) to third parties during the term of this Agreement, provided that such Smartsheet API Applications comply with this Agreement. You are responsible for all activity that occurs under your Service account and your login credentials for the Program, and you agree not to provide account information to any third party. You agree to notify us of any unauthorized access to the Smartsheet Properties or Service of which you become aware.

4. Smartsheet API Applications.

4.1 Smartsheet API Applications: Approval. A “**Smartsheet API Application**” is a Web site or software application that accesses or calls the Smartsheet API or otherwise uses the Smartsheet Properties. We may revoke your access to the Smartsheet Properties at any time if we reasonably believe that your Smartsheet API Application violates this Agreement or is harmful to Smartsheet, our customers, or the Program.

4.2 License. Subject to all the terms and conditions of this Agreement, we hereby grant you a revocable, limited, non-exclusive, non-sublicenseable right and license, during the term of this Agreement, to: (a) incorporate the Smartsheet API within an approved Smartsheet API Application in order to access functionality of the Service, and (b) make Smartsheet API Applications available to third party end users.

5. Prohibited Actions. You agree: (a) not to “frame,” distribute, resell, or permit access to the Service or Smartsheet Properties by any third party (except through Smartsheet API Applications that comply with this Agreement), (b) not to use the Smartsheet Properties other than in accordance with the instructions or documentation we provide, (c) to use the Smartsheet Properties only in compliance with applicable federal, state, and local laws, (d) not to interfere with or disrupt any other user’s access to the Service, (e) not to reverse engineer, attempt to gain unauthorized access to the Service or Smartsheet Properties, and (f) not to use the Smartsheet Properties to submit or distribute any malware (or any undisclosed feature designed to delete, disable, or otherwise harm any software, data, device, or system) to the Service or to end users of Smartsheet API Applications.

6. Requirements for Smartsheet API Applications. Smartsheet API Applications must comply with the requirements set forth in this Section 6. If you have any doubts whether your Smartsheet API Application complies, you may contact us via email at api@smartsheet.com with questions at any time.

6.1 Smartsheet Account. Use of a Smartsheet API Application must require the end user to maintain an account for our Service, and it must be clear to the end user when they access functionality of our Service. The Service must not be obscured or “white labeled” in your Smartsheet API Application. Your Smartsheet API Application should not attempt to gain access to content stored on the Service except with the end user’s express authorization.

6.2 Passwords and Logins. You will not request, obtain, or store any end user’s login credentials for the Service. You will not use proxies or similar functionality to automate logins to the Service.

6.3 Disclosure. Your Smartsheet API Application should clearly explain to end users what it does. For example, unless you have clearly disclosed and obtained consent for such practices, your Smartsheet API Application should not modify a user’s settings for the Service, install software on an end user’s device, or collect any content or data from an end user.

6.4 Acceptable Use. Smartsheet API Applications must not promote, contain, or transmit, or encourage the transmission or distribution of: (a) content that is explicitly sexual, violent, or obscene, (b) content displaying or referencing alcoholic beverages, tobacco products, ammunition or firearms, (c) content displaying or referencing gambling, sports books, bingo or poker, (d) harassing, threatening or discriminatory content or hate speech, (e) content that encourages or facilitate illegal activity, such as “phishing,” unsolicited communications for unlawful purposes, or unauthorized distribution or exploitation of copyrighted or proprietary content, (f) defamatory, fraudulent, or otherwise unlawful content, or (g) content that infringes any third party intellectual property or proprietary right.

6.5 Collection of End User Information. Your Smartsheet API Application should clearly disclose to the end user that their storage of content and data on Smartsheet through the Smartsheet API Application is governed by the Subscription Agreement between you and us and our [Privacy Policy](#).

6.6 Compliance. Smartsheet API Applications must comply with this Agreement and any policies or requirements for the Program that we maintain on our Web site.

7. **Modifications to Smartsheet Properties**. The Smartsheet API and Smartsheet Properties are a work in progress that we will continually update and modify. We will use reasonable efforts to notify you via email of major changes, but you are solely responsible to ensure the ongoing compatibility of your Smartsheet API Applications with the Smartsheet Properties.

8. **Promotion of Smartsheet API Applications**. You agree that we may acknowledge or promote your Smartsheet API Application to our end users. You hereby grant Smartsheet a non-exclusive, non-transferable, limited license to use your name and trademarks to promote your Smartsheet API Applications. We acknowledge that, except for this limited license, you retain all right, title and interest in and to your trademarks, and that all goodwill generated through our use of your trademarks will accrue to you.

9. **Throttling Limitations**. We may, from time to time, impose a limit on the number of calls that can be made Smartsheet API.

10. Term and Termination.

10.1 Term. This Agreement will begin when you accept it (the “**Effective Date**”) and will remain in effect indefinitely unless and until either party terminates the Agreement in accordance with this Section.

10.2 Termination for Convenience. Either party may terminate this Agreement at any time, for any reason, by written notice to the other party via email in accordance with Section 18 below. You acknowledge that we will have no liability to you in connection with the termination of this Agreement or the revocation of your access to Smartsheet Properties in accordance with Section 4.1.

10.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all rights and obligations of the parties will cease, except that the following sections of the Agreement will survive any such termination or expiration: 1, 5, 10.3, 11, 12.1, 13, 14, 15, 16, 17, 18, 19, 20; and (b) notwithstanding any provision of a surviving section, you will have no further right to use the Smartsheet Properties or distribute Smartsheet API Applications that include or make calls to Smartsheet Properties.

11. Warranty Disclaimer.

The Smartsheet Properties are provided at no charge as part of the Program. ACCORDINGLY, THE SMARTSHEET PROPERTIES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SMARTSHEET PROPERTIES OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SMARTSHEET PROPERTIES, WHETHER EXPRESS OR IMPLIED, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RESULTS TO BE OBTAINED. WE DO NOT WARRANT THAT THE SMARTSHEET PROPERTIES WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME, OR BE SECURE OR PRIVATE.

YOU FURTHER ACKNOWLEDGE THAT WE MAY MODIFY THE SMARTSHEET PROPERTIES, TERMINATE THIS AGREEMENT PURSUANT TO SECTION 10.2, AND/OR DISCONTINUE YOUR ACCESS TO THE SMARTSHEET PROPERTIES PURSUANT TO SECTION 4.1, AT ANY TIME, AND THAT YOUR SMARTSHEET API APPLICATIONS MAY CEASE TO INTERACT PROPERLY (OR AT ALL) WITH THE SERVICE AS A RESULT OF SUCH TERMINATION. WE HAVE NO LIABILITY TO YOU OR TO END USERS OF YOUR SMARTSHEET API APPLICATIONS IN CONNECTION WITH ANY SUCH MODIFICATION OR TERMINATION.

12. Smartsheet Trademarks.

12.1 Ownership. You acknowledge that the Smartsheet Properties may include our trademarks or logos (“**Smartsheet Marks**”), and that your use of the Smartsheet Properties may cause Smartsheet Marks to appear within or in connection with Smartsheet API Applications. You agree not to remove or obscure any Smartsheet Marks or other intellectual property notices in connection with using Smartsheet Properties.

12.2 License. We grant you a limited license to display Smartsheet Marks as they appear when you use the Smartsheet Properties in connection with Smartsheet API Applications.

13. Intellectual Property.

13.1 Smartsheet Properties and Service. As between the parties, we retain all right, title and interest in and to the Smartsheet Properties and the Service, including the technology and software we use to provide them and any content or data we make available to you through them. Except for the limited rights to access and use the Smartsheet Properties that we explicitly grant you in this Agreement, that Agreement grants no right or license in any of our intellectual property.

13.2 Smartsheet API Applications. As between the parties, you retain all right, title and interest in and to your Smartsheet API Applications (except to the extent any Smartsheet Properties are incorporated into them).

13.3 Feedback. If you provide or communicate any suggestions for improvements to the Service or the Smartsheet Properties (collectively, “**Feedback**”), we will be entitled to use the Feedback without restriction or any obligation of compensation to you.

14. Confidentiality. You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to, or for the use or benefit of, any person or entity without our prior written consent. “**Confidential Information**” means any of our financial, technical, or business information that we designate as confidential at the time we disclose it to you, or that you reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For avoidance of doubt, the Smartsheet Properties, as well as any content, in-development features and other information disclosed to you on our API test environment site, are our Confidential Information. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of your confidentiality obligation under this Agreement; (ii) was independently developed by you without breach of your confidentiality obligation under this Agreement; or (iii) is received from a third party who obtained such Confidential Information without breach of any obligation owed to us.

15. No Competitive Use. You specifically agree not to use or access the Smartsheet Properties or create Smartsheet API Applications (a) if you are our direct competitor, or (b) to monitor the availability or performance of the Service or Smartsheet Properties, or for any other benchmarking or competitive purpose.

16. Limited Liability; Exclusion of Certain Damages. IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, FOR (I) ANY LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE SMARTSHEET PROPERTIES, OR (II) ANY DAMAGES IN EXCESS OF \$100 THAT ARISE OUT OF THIS AGREEMENT OR YOUR USE OF THE SMARTSHEET PROPERTIES.

17. Indemnification. You agree to defend, indemnify and hold us and our corporate affiliates, directors, officers, employees, successors, assigns and agents harmless from and against any claim, action, proceeding or cause of action by a third party, and all resulting loss, damage, settlement, penalty, cost, expense or liability (including but not limited to reasonable attorney fees and expenses), to the extent such third party claim arises from your Smartsheet API Applications or your breach of this Agreement.

18. Notices. All notices permitted or required under this Agreement may be given via email. Notices from you to us will be sent to legal@Smartsheet.com. Notices from us to you will be sent to the contact name and address or email address that you provide in the personal settings for your Service account.

19. Modifications to Agreement. We may modify this Agreement from time to time on thirty (30) days’ notice to you. We will provide this notice via email to the email address you provide to us when you register for the Program or a Smartsheet account. Your continued use of the Smartsheet Properties after notice will constitute your acceptance of the modified Agreement. If you do not agree to the updated Agreement, you may terminate this Agreement by email notice to us in the manner described in Section 10.2.

20. General. Neither you nor we will be liable for delay or default under this Agreement if caused by conditions beyond our or your reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Washington, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Seattle, Washington for any dispute arising out of this Agreement. Neither party may assign this Agreement to a third party without the written consent of the other party in advance, except that we may assign this Agreement without such consent to a third party acquiring all or substantially all of our assets or equity securities, or to any of our corporate affiliates. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. You and we are independent contractors to each other in our activities under this Agreement. This Agreement represents the entire agreement between you and us with respect to your use of the Smartsheet Properties, and this Agreement supersedes any contemporaneous or prior agreements regarding the Smartsheet Properties.