

Smartsheet Inc. Limits Policy

This Limits Policy applies to Customer's and its Users' access to and use of Smartsheet Inc. and its affiliates (collectively, "**Smartsheet**") services and applications ("**Services**") as specified below.

Definitions.

"**Customer**" means the individual or legal entity that executes or accepts an Order or registers for free trial access to and use of a Service.

"**Capability**" means any function or feature of a Service, including but not limited to those specified at <https://www.smartsheet.com/platform/capabilities>.

"**Documentation**" means documentation provided by Smartsheet on its websites that is uniformly available and applicable to all Smartsheet customers and relates to the operation and use of the Services, including user manuals, operating instructions, help articles, and release notes, each as updated by Smartsheet from time to time.

"**Order**" means an executed ordering document or online order issued or otherwise approved in writing by Smartsheet that sets forth the commercial details of the Services Customer is authorized to access and use.

"**Unit**" means a unit of access to or use of a Service authorized under an Order or as a free trial.

"**User**" means any individual permitted or invited by Customer or another User to access and use the Services.

Limits on Access and Use.

Unit Usage:

Except as permitted in the agreement between Customer and Smartsheet incorporating this Limits Policy, Customer will access or use up to the number of Units authorized in the Order or free trial registration.

Capability Limitations:

Customer will access and use each Capability based on the type of plan purchased and within the limitations specified in such Capability's applicable Documentation (including at www.smartsheet.com/pricing) as of the date of the applicable Order.

Limit Violations.

Smartsheet will be responsible for assessing Customer's and its Users' access and use of the Services against the limits set forth above in the context of Customer's plan and any additional information that Smartsheet may solicit from Customer. In conjunction with such assessment, Smartsheet may provide Customer with written notice as to whether such access or use should be modified or discontinued to comply with such limits or is otherwise acceptable on certain conditions, which may include the purchase of additional capacity. Smartsheet's refrain from or delay in sending such written notice will not be deemed as acceptance of any limits violation.

Notwithstanding the foregoing, in the event of a limits violation, Smartsheet may take any mitigating or remedial action it deems necessary, including but not limited to immediately suspending Users' accounts or disabling any Capability, to prevent disruption of the Services or to protect the legal rights and safety of Smartsheet and its customers and users and the general public.

Policy Modifications.

Smartsheet reserves the right to modify or update this Limits Policy from time to time, with such revisions applicable immediately unless otherwise stated in the agreement between Customer and Smartsheet incorporating this Limits Policy.

Last Updated: November 4, 2021