

**SMARTSHEET INC.**  
**CUSTOMER OVERACHIEVER PROGRAM AGREEMENT**

This Overachiever Program Agreement (“**Agreement**”) is entered into by and between Smartsheet Inc. (“**Smartsheet**”) and the individual identified in the signature block below (“**You**” or “**Your**”). This Agreement is effective as of the date of last signature below (“**Effective Date**”).

Additional terms and eligibility requirements may apply with respect to certain activities required for eligibility to apply to the Program (as defined below) and participate in the Program, as updated by Smartsheet from time to time (“**Program Terms**”). Program Terms may be presented at the time of the applicable activity. In the event of any conflict between this Agreement and any Program Terms, the Program Terms will govern and control, solely with respect to the subject matter of the applicable Program Terms.

1. **Purpose.** Smartsheet has established the Smartsheet Customer Overachiever Program (the “**Program**”) to connect certain Smartsheet users through their use of Smartsheet products and services (the “**Services**”), offer such users a platform to share their stories of achievement in the use of the Services, and recognize users for their contributions to the Smartsheet Community (as defined below), and promote the Services (collectively, the “**Purpose**”).

2. **Eligibility.**

2.1 Applications to participate in the Program must be submitted by persons who at the time of applying: (i) are a member of Smartsheet’s online community user forum located at <https://community.smartsheet.com> (the “**Smartsheet Community**”); and (ii) have participated in at least one (1) of the activities identified at <https://www.smartsheet.com/smartsheetoverachievers/points>.

2.2 If You do not meet any of the requirements set out in this Section 2, You are not eligible to apply. Directors, officers, employees, contingent staff, together with members of their immediate families (parents, children, siblings, and spouses of each) and/or those living in their households, of Smartsheet and any of its affiliated companies, agents, professional advisors, or advertising agencies, are not eligible to apply.

3. **Applications.** To apply to participate in the Program, You must complete the online questionnaire via the hyperlink provided to You by Smartsheet via email or other electronic means. Applications must include answers to all required questions and fields to be accepted. Within the application, You will be required to provide information relating to Your use and experience of the Services, Your contributions to the Smartsheet Community and why You think You should be selected as an Overachiever (as defined below). Your application must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, such as copyright infringement. Applications submitted in a language other than English will be excluded. Smartsheet will review all applications submitted and, in its sole discretion, accept a maximum number of twenty (20) successful applicants to participate in the Program (each an “**Overachiever**”).

4. **Program.** If You are selected as an Overachiever, except as otherwise set forth herein, You will maintain the Overachiever title for two (2) years from the date Your selection is announced (“**Term**”). After the Term, Overachievers may continue to promote their participation in the Program as a former Overachiever (including as a part of the Program’s Alumni program with participation as an Alumni subject to additional terms) but will not be eligible to renew their status or receive the Benefits (as defined below) in successive Terms. In order to maintain an active status in the Program, Smartsheet encourages Overachievers to (a) acquire and maintain certain Services expertise, (b) provide support and contributions to the Smartsheet Community during the Term, and (c) regularly attending monthly meetings. Failure to do any of the preceding items may result in Your status as an Overachiever being revoked in Smartsheet’s sole discretion. The foregoing expectations may be outlined separately in greater detail by Smartsheet; however, for illustrative purposes, such expectations may include, but will not be limited to: maintaining Smartsheet product certification; responding regularly to questions and contributing to the collective knowledge of the Smartsheet Community; leading help sessions for other Smartsheet users; participating in quarterly Smartsheet product calls; participating in at least two (2) Smartsheet customer programs (which may include User Groups, Product Advisory Councils, Customer Advisory Board, Early Adopters Program, Social Media Ambassador); participating in and/or attending Smartsheet’s ENGAGE user conference; helping strengthen the Smartsheet Community through regular engagement and sharing other thought leadership; participating in live webinars with fellow Smartsheet users; participating in case studies or customer success stories; participating in analyst relations and press relations opportunities; and participating

in the sales reference program. Participating in the foregoing expectations may be subject to Program Terms.

5. **Benefits.** You must be selected as an Overachiever in order to receive the Benefits (as defined below). As an Overachiever, You will not receive any monetary compensation for Your participation in the Program. In appreciation for Your contributions to the Program, Smartsheet may, but shall not be required to, offer benefits from time to time, including, but not limited to, the following (collectively, the “**Benefits**”): passes to Smartsheet’s ENGAGE user conference; access to exclusive speakers; a custom Smartsheet Community profile; the potential to be featured on the Smartsheet website, highlights of accomplishments in the Smartsheet Community; recognition on Smartsheet’s social channels; access to private Smartsheet webinars and live question and answer sessions; specialized training and certification opportunities ; and free Smartsheet branded merchandise. The receipt of any Benefits may be subject to additional Terms.

## 6. **Content Use Grant.**

6.1 You grant to Smartsheet a worldwide, perpetual, revocable right and license to: (a) use Your name, company logos, trademarks, and any other content or contributions You elect to provide through Your participation in the Program, including via Your application and the information therein, and, if applicable, any identifying materials of Your employer as may be provided in content You provide to Smartsheet (e.g. employer name and logo) in connection with the Purpose (collectively, “**Your Content**”); and (b) create content, recordings or other materials that incorporate and/or reproduce Your Content, or derived portions therefrom (collectively, “**Smartsheet Content**”), for promoting Smartsheet products and services, Your involvement in the Program, or other legitimate business purposes. To the extent Your Content contains Your personal information, You acknowledge that Smartsheet will process Your personal information in accordance with the Content and Promotion Privacy Notice (available at [www.smartsheet.com/legal/privacy-content-promotion](http://www.smartsheet.com/legal/privacy-content-promotion)) and agree to complete and submit the appropriate consents via the Content and Promotion Consent Form (available at [www.smartsheet.com/legal/cpa-consent](http://www.smartsheet.com/legal/cpa-consent)). Smartsheet may engage third parties to act on its behalf in connection with its rights and obligations under this Agreement provided that Smartsheet is responsible for such third parties’ acts and omissions in relation to Smartsheet’s obligations under this Agreement.

6.2 Prior to the first public release of any Smartsheet Content, Smartsheet will obtain Your approval of the final form and version of Your Content as used in or with Smartsheet Content, which approval shall not be unreasonably withheld provided that Smartsheet Content is accurate and appropriate. Thereafter, Smartsheet will not be required to obtain Your prior approval for subsequent uses. You may, at any time upon thirty (30) days’ written notice, request that Smartsheet discontinue use of Your Content, including Your Content contained in Smartsheet Content. As between You and Smartsheet, Smartsheet will own all right (including copyright), title, and interest in and to Smartsheet Content, except for any of Your Content incorporate d, used, and reproduced therein.

6.3 In approving the Smartsheet Content, You affirm that any statements made by You or on Your behalf in Your Content is factually accurate and, if based on opinions or experiences, are offered or described in good faith.

7. **Representations and Warranties.** You represent and warrant that: (a) You have the necessary authority, including, if applicable, on behalf of Your employer, to enter into this Agreement, to grant any rights provided herein, and participate in the Program; (b) this Agreement does not conflict with any other obligation You may have or violate any applicable laws; and (c) You have all rights, permissions, and consents necessary to grant a right and license to use Your Content.

8. **Feedback.** You grant Smartsheet a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate into Smartsheet’s products and services any feedback or suggestions for enhancement that You provide during Your participation in the Program, including Your application, without any obligation of compensation.

## 9. **Confidentiality.**

**9.1 Confidential Information.** Smartsheet may disclose to You certain information that is desires to be treated as confidential. For purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, all Smartsheet’s nonpublic or proprietary business, technical, legal, security, or financial information that Smartsheet has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, You should treat as confidential. Confidential Information includes, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), customer lists, product development plans, forecasts, strategies and information. Confidential Information does not include information that: (a) was generally known to

the public at the time disclosed to You; (b) becomes generally known to the public (other than through a breach of this Agreement by You) after disclosure to You; (c) was in Your possession free of any obligation of confidentiality prior to disclosure by Smartsheet; (d) is rightfully received by You from a third party without any restriction on disclosure; or (e) was independently developed by You without reference to or use of Confidential Information.

**9.2 Use and Disclosure of Confidential Information.** You: (1) shall not use Confidential Information in any manner unrelated to the Program and/or the Purpose; (2) shall not make any of the Confidential Information available to any third party, except to the extent expressly authorized in writing by Smartsheet; and (3) shall take reasonable security precautions (which will be at least as protective as the precautions You take to preserve Your own proprietary information of a similar nature and in no event less than reasonable security standards) to keep Confidential Information confidential. You will promptly notify Smartsheet upon discovery of any unauthorized disclosure or use of Confidential Information, or any other breach of this Agreement.

**9.3 Return of Materials.** Upon written request by Smartsheet, You will (1) either return or destroy all documents and media in its possession or control that contain Confidential Information, and (2) certify Your compliance with this Section 9.3 in writing.

**10. Publicity.** If You are selected as an Overachiever: (i) You may make public reference to Your participation in the Program, Your designation as an Overachiever, and Your general use of the Services (including, but not limited to, on social media outlets); (ii) You must obtain Smartsheet's prior written consent before making any other public reference to Smartsheet for public relations, marketing, or any other purpose; (iii) You will not have the right to act for or bind Smartsheet in any way or to represent that Smartsheet is in any way responsible for any of Your acts or omissions; and (iv) Your use of Smartsheet's trademarks, logos, designs and service marks is subject to Smartsheet's Brand Guidelines available at <https://brandfolder.com/portals/smartsheet-brand>.

**11. Third Party Policies.** It is Your responsibility to review, understand and abide by any employer's policies regarding eligibility to apply to and/or participate in the Program. If You are found to be in violation of such policies, rules or terms, then Smartsheet will either disqualify Your application or disqualify You from participating in the Program (as applicable).

**12. Conduct and Compliance.** If You are selected as an Overachiever: (i) during Your participation in the Program, You shall conduct Yourself in a manner that reflects positively on Smartsheet and Smartsheet's Services and in accordance with the highest standards of safety, ethics and professionalism; and (ii) You shall comply with all applicable laws, regulations, and ordinances in its participation in the Program.

**13. Release and Indemnification.** You hereby release, discharge, and agree to defend and indemnify Smartsheet and its affiliated employees, and agents, including persons administering the Program, from any liability whatsoever, arising now or in the future, whether known or unknown, actual or contingent, arising out of or related to: (a) Your application to and participation in the Program, including but not limited to any claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement; and (b) use of Your Content, or Smartsheet Content to the extent such liability arises out of or is related to Your Content. Notwithstanding the foregoing, You will have no obligation under this Section 13 to defend and indemnify to the extent any liability or claim arises from Smartsheet's unauthorized or unlawful use (as opposed to the type and substance) of Your Content.

**14. Cancellation and Notice.** Smartsheet reserves the right to cancel the Program, terminate this Agreement or revoke Your right to participate in the Program as an Overachiever (if applicable) at any time upon written notice to You. Smartsheet will contact You through the email provided by You in Your application. Smartsheet shall not be held liable to You for cancellation of the Program or termination of the Agreement. You may cancel this Agreement at any time upon written notice to [overachievers.program@smartsheet.com](mailto:overachievers.program@smartsheet.com). Questions regarding the Program can be emailed to [overachievers.program@smartsheet.com](mailto:overachievers.program@smartsheet.com).

**15. Relationship of the Parties.** Nothing contained in this Agreement implies or creates any agency relationship between or among the parties. Smartsheet is not acting as an employee or employer in any capacity. No party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of another party, or to represent another party as its agent, employee, or in any other capacity. Further, nothing herein shall prevent any party from entering into any separate agreement with a third party or another party.

**16. Privacy.** Information and materials submitted to Smartsheet or otherwise collected by Smartsheet in connection with this Program will be processed in accordance with Smartsheet's privacy notice available at <https://www.smartsheet.com/privacy>.

**17. Miscellaneous.** This Agreement, including any terms and policies incorporated in this Agreement is the entire Agreement between You and Smartsheet relating solely to the Program, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, relating to the Program. Your use or access to any Smartsheet Services will still be subject to the Agreement between Smartsheet and the Smartsheet customer who has granted you the right to access and use the Smartsheet Services on their behalf. If any provision of this Agreement 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 Agreement 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 Agreement, the entire Agreement will be considered null and void. This Agreement is governed by the laws of the State of Washington, without regard to its conflict of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in King County, WA for any dispute arising out of this Agreement.

**ACKNOWLEDGED AND AGREED BY INDIVIDUAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_