

SMARTSHEET.COM, INC.
USER AGREEMENT

Last Updated: November 4, 2014

This User Agreement (the “**Agreement**”) governs all of your use of our internet-delivered work collaboration service (the “**Online Service**”), whether you access it from our Web site at <http://www.smartsheet.com> (the “**Site**”), from our mobile applications and mobile Web sites, or from any other application or access point we make available to you. THIS AGREEMENT GOVERNS ALL USE YOU MAKE OF THE ONLINE SERVICE, INCLUDING YOUR FREE OR PAID USE (IF ANY).

1. Acceptance of Agreement. This Agreement is a legal contract between Smartsheet.com, Inc. (“**we,**” “**us,**” or “**Smartsheet**”) and you. BY CREATING A PASSWORD AND ACCESSING THE ONLINE SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT ACCEPT IT. If you are accepting this Agreement on behalf of your company, then the terms “**you**” and “**your**” refer to your company whenever used below.

2. No Competitive Use. You may not register for or use our Online Service to monitor or test its performance or for other benchmarking or competitive purposes.

3. Modifications to Agreement. We reserve the right to modify this Agreement by posting an updated version on our Site. If you have a paid subscription to the Online Service, any such modifications become effective on the date your subscription renews for a subsequent subscription period (whether monthly or annual). Otherwise, any updated version will become effective 15 days after posted. If you do not agree to any modified terms, you may terminate the Agreement in the manner described in Section 10 below. Your continued use of the Online Service after notice will constitute your acceptance of the modified Agreement.

4. Use of Online Service; Restrictions.

4.1 Permitted Use. Among other features, the Online Service allows users to create online worksheets (“**Sheets**”) within the Subscription Service where you and (if applicable) Your Users (as defined below) can (a) upload, download, organize, modify create and store data, content and file attachments and (b) share those Sheets with other users. Subject the terms and conditions of this Agreement and the usage limitations established by the Online Service, we hereby grant you a worldwide, non-exclusive, non-transferable right to access and use the Online Service during the term of this Agreement to (i) create, submit content to, edit and delete Sheets, (ii) invite other users to view, submit content to, and/or edit Sheets, and (iii) otherwise use the Sheets, web forms, reports, and other features and functionality of the Online Service for your personal use (or, if you are a company, your internal business purposes).

4.2 Your Users. If you maintain a “Team” or other multi-user subscription plan, Smartsheet will allow you to create logins for your Sys Admins and Creators (“**Your Users**”), subject to any limits on the number of users for your subscription tier described on the Site. Each login (i.e., email address and password) may be used only by a single individual. You are responsible for all use and misuse of the Online Service that occurs under your and Your Users’ login credentials, and you agree to notify Smartsheet of any unauthorized access or use of which you become aware. “**Sys Admin**” means one of Your Users with the ability to (1) designate other of Your Users as Creators or additional Sys Admins, (2) establish certain limits on how Sheets covered by your subscription plan can be shared, and (3) re-assign the

ownership of Sheets among Creators. “**Creator**” means one of Your Users with the ability to create and control access to Sheets covered by your subscription plan. If you exceed the maximum number of Creators specified on our Site for your subscription tier, you will be charged for additional Creators at the rate stated on the Site.

4.3 Collaborators. A paid subscription is required in order to create Sheets. However, Creators may invite anyone with a valid email address to access and use a Sheet. A “**Collaborator**” is anyone with a Smartsheet login that has been invited to share a Sheet by its Creator. No Service Fee is required for Collaborators. Depending on the sharing settings chosen by a Sheet’s Creator, a Collaborator invited to share a Sheet may share it with other Smartsheet users and/or upload, download, view and modify the content stored on that Sheet.

4.4 Prohibited Use. You will not (and will ensure that Your Users do not): (a) “frame,” distribute, resell, or permit access to the Online Service by any third party other than for its intended purposes (for example, by sharing Sheets or publishing Sheet content); (b) permit more than one of Your Users to access the Online Service using shared login credentials (i.e., a shared email address and password); (c) use the Online Service other than in compliance with applicable federal, state, and local laws; (d) interfere with the Online Service or disrupt any other user’s access to the Online Service; (e) reverse engineer, attempt to gain unauthorized access to the Online Service, or attempt to discover the underlying source code or structure of the Online Service; (f) submit to the Online Service any content or data that is false, misleading, defamatory, threatening, offensive, or infringing of intellectual property rights, or that contains mass mailings or any form of “spam”; (g) submit to the Online Service any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Online Service.

5. Your Content.

5.1 Your Content; Representation. As between you and us, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that you and Your Users upload or submit to your Sheets (collectively, “**Your Content**”). Your Content includes data and content submitted to your Sheets by Collaborators, and also any data or content collected by you from third parties and submitted to Smartsheet using “Web forms” or similar features of the Online Service. You represent and warrant that you have all rights, permissions and consents necessary (a) to submit Your Content to Smartsheet, (b) to grant Smartsheet the limited rights to use Your Content set forth in this Agreement, and (c) for any transfer of Your Content or your Sheets from one Creator to another.

5.2 Content Submitted by Collaborators and Your Users. If you are a Collaborator, you acknowledge that any content you submit to a Sheet may be retained indefinitely, distributed, displayed, published, modified, and used for any purpose by that Sheet’s Creator, notwithstanding any other provision of this Agreement. Smartsheet has no responsibility to enforce any confidentiality obligation the Creator may have to you. If you are a Collaborator who submits content to a Sheet, the Creator of that Sheet may publish or distribute Your Content to a third party, revoke your permission to access a Sheet and Your Content within it, or transfer all rights in the Sheet to a third party.

5.3 Content Submitted by Individual Users under a Team or Enterprise Plan. When you create Sheets under an individual plan, those Sheets are available only to you and Collaborators with whom you share them. However, if you are an individual user under a multi-user subscription plan maintained by your employer or a third party (a “**Multi-User Plan**”), or if you agree for your individual subscription plan to be merged with a Multi-User Plan, any Sheets you created will be subject to control by the owner of the Multi-User Plan. Sys Admins under a Multi-User Plan can designate other users under that Multi-User Plan as Creators of Sheets you originally created, in which case you may no longer be able to

access them or Your Content posted to them. If you have questions about Multi-User Plans, please contact us at support@smartsheet.com.

5.4 License. The Online Service is designed to facilitate collaboration and sharing of content among users. In support of that core function, and subject to the settings selected by Your Users for Sheets where Your Content is stored, you hereby grant Smartsheet a limited license to use Your Content to provide the Online Service and its features to you during the term of this Agreement. The Online Service includes features that permit Creators to “invite” Collaborators to view, modify, collaborate on, share, and “publish” content from Sheets, permit Sys Admins to set certain limits on how Sheets can be shared, and permit Sys Admins and Creators to “publish” Your Content. Smartsheet has no liability for any distribution, publication, display, use or disclosure of Your Content by other users of the Online Service to whom you provide or submit Your Content.

5.5 Confidentiality of Your Content. Except as described in this Section 5 or with your separate permission, Smartsheet will not disclose or distribute Your Content to any third party. Notwithstanding any separate nondisclosure agreement that may have been executed between you and Smartsheet, Smartsheet may: (a) distribute and disclose Your Content to other users of the Online Service as described in Section 5.4, (b) allow Your Content to be stored and processed by Smartsheet’s service providers (e.g., hosting and storage providers) who act on Smartsheet’s behalf in providing the Online Service, as long as such service providers are not authorized to have unencrypted access to Your Content and are bound to protect Your Content by reasonable contractual confidentiality obligations, and (c) disclose Your Content to the extent required by law.

5.6 Treatment of Your Content at Termination. If you maintain a paid account for the Online Service, the Online Service includes a feature that permits you and your Sys Admin users, at any time during the term of this Agreement, to obtain a zip file backup that includes (1) all attachments on your Sheets in their native file formats and (2) all other content stored in your Sheets in a comma separated value file. After termination or expiration of this Agreement, Smartsheet has no obligation to retain, and may delete, Your Content from the Online Service at any time.

5.7 Community Features. We may make available public forums, communities or bulletin boards (“**Community Features**”) from our Site or other online access points. These Community Features are not part of the Online Service and, notwithstanding any other provision hereof, you and Your Users may not be permitted to use them without first accepting additional terms and conditions that govern content submitted to Community Features.

6. Smartsheet APIs, Smartsheet Labs & Third Party Applications.

6.1 Smartsheet APIs. Smartsheet may make certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other software available to you as part of the Online Service (collectively, “**Smartsheet APIs**”). Smartsheet grants you a non-exclusive, non-transferable license, only while this Agreement remains in effect, to use any such Smartsheet APIs solely to access and use the Online Service for your internal use. You agree not to distribute, disclose or make available the Smartsheet APIs to any third party or (unless you are a registered user of Smartsheet’s Development Platform and have accepted Smartsheet’s Development Program Agreement) to distribute, disclose or make available any software application or Web site that incorporates or calls the Smartsheet APIs.

6.2 Smartsheet Labs. As used in this Agreement, the term “Online Service” excludes any Pre-Release, Alpha or “Smartsheet Labs” Applications that we may separately make available to you (“**Labs Applications**”). Labs Applications are experimental, trial applications that may “break” or cease to be available at any time. We may remove or suspend access to Labs Applications at any time. Labs Applications are not required in order to use the Online Service and are not part of the Online Service, even if you elect to integrate them with the Online Service. LABS APPLICATIONS ARE AVAILABLE ONLY ON AN “AS IS” BASIS. WE MAKE NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS,

USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY LABS APPLICATIONS OR THE CONTENT MADE AVAILABLE THROUGH LABS APPLICATIONS, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE LABS APPLICATIONS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER APPLIES EVEN IF YOU INTEGRATE LABS APPLICATIONS WITH THE ONLINE SERVICE.

6.3 Third Party Applications. We may make available to you certain third party software applications (“**Third Party Applications**”) for use in connection with the Online Service. These Third Party Applications are not part of the Online Service, and this Agreement does not apply to such Third Party Applications, even if you elect to integrate Third Party Applications with the Online Service. Each Third Party Application is made available exclusively in accordance with the terms and conditions of the end user license agreement accompanying it. We have no liability whatsoever with respect to Third Party Applications.

7. Subscription Renewals and Cancellations.

7.1 Subscriptions. If you maintain a paid subscription to the Online Service, your subscription period is established when you purchase your subscription. Unless you notify us in the account administration area of the Online Service before the end of your subscription term, your subscription will automatically renew for successive subscription periods of the same length. Unless we otherwise agree in writing, we charge Service Fees in advance at the beginning of each subscription period. You may view your current subscription plan and billing information at any time in your account administration settings.

7.2 Renewal and Cancellation. Once a subscription period (initial or renewal) commences, all Service Fees paid for that period are non-refundable. You may cancel your subscription at any time before the end of the then-current subscription period using the cancellation procedure available through the account administration area of the Online Service, in which case your subscription will not renew and we will not charge you any further Service Fees. When you cancel your subscription, your paid subscription will terminate and you and Your Users’ access to the Sheets you created (and Your Content within them) will terminate.

8. Service Fees; Payment; Taxes.

8.1 Service Fees. You agree to pay the fees in effect for your subscription at the time you purchase or renew it, along with any fees for additional services you agree to pay while using the Online Service (collectively, “**Service Fees**”). Current pricing for subscription plans is available on the Site. Unless we separately agree otherwise in writing, all Service Fees for subscriptions are payable in advance prior to the commencement of each subscription period. Other Service Fees become due and payable as described on our Site or in this Agreement.

8.2 Billing Information. When you subscribe for a paid Online Service subscription, you will provide us with either a valid, up-to-date credit card number or the other payment information we request. If you have selected a credit card or Paypal as your payment method, you authorize us to charge your credit card (or Paypal account, as applicable) for Service Fees on the first day of your initial subscription period and each renewal subscription period and, for any additional Service Fees beyond your Service Fee (for example, Service Fees for Work Requests), to charge your credit card when such fees become due and payable. You are responsible for maintaining up-to-date payment information on our Site. If we cannot charge your credit card for any Service Fees when due because your payment information is no longer valid and up-to-date, or if we do not receive your payment when due through the alternative payment method you have selected, we may, at our election: (a) suspend your access to the Online Service, in which case you will be responsible for all Service Fees incurred during the period of suspension; (b) immediately terminate this Agreement, in which case your right to use the Online Service will cease; or (c) without waiving our rights to suspend or terminate your account, allow you a longer period during which to make payment, in which case you will remain responsible for all Service Fees incurred while we await your payment. Late payments incur interest charges at the rate of 1% per month

on any outstanding balance or the maximum amount permitted by applicable law, whichever is less. The Service Fees shown on our Site do not include any local, state or federal taxes or duties. Except for our income taxes and gross receipts taxes, you acknowledge that you are responsible to pay such taxes (if any). If we collect sales tax or other taxes from you, we will identify the portion of your payment attributable to such taxes.

9. Referral Rewards Program. If you participate in our Referral Rewards Program, your participation in the program is governed by our [Referral Rewards Program Agreement](#). The Referral Rewards Program Agreement forms a part of, and is incorporated by reference into, this Agreement. If this Agreement conflicts with the Referral Rewards Program Agreement in any respect, the term of this Agreement will control.

10. Term and Termination; Subscription Renewals and Cancellations.

10.1 Term. This Agreement begins when you first create a login for the Online Service and accept this Agreement. It remains in effect indefinitely unless terminated as provided in this Section 10.

10.2 Termination by You. You may terminate this Agreement at any time by written notice to us in accordance with this Agreement. We will not be obligated to refund any Service Fees to you when you terminate. Your termination will be effective immediately upon our acknowledgement, and in no event later than 30 days from your notice to us. Note that your cancellation of a subscription does not, in and of itself, terminate this Agreement.

10.3 Termination by Us for Cause. We may terminate this Agreement and your access to the Online Service immediately, without any obligation to notify you or refund any Service Fees, if you are in breach of this Agreement, you misappropriate or infringe any of our intellectual property or proprietary rights, or you fail to make any payment when due.

10.4 Termination by Us for Convenience. In addition, we may terminate this Agreement at any time, for any reason or no reason, by giving you 5 days' written notice to the email address you provide when you register for the Online Service. If we discontinue your access to the Online Service at the end of this 5 day period, our termination will be effective at the end of this period, and we will refund any prepaid, unused subscription fees for the Online Service as soon as practicable thereafter. Otherwise, no Service Fees are refundable, and you may continue using the Online Service through the end of your subscription period, at which point our termination will become effective.

10.5 Effect of Termination. Upon expiration or termination of this Agreement: (a) all rights and obligations of the parties will cease, except that the following sections will survive: 2, 3, 4.4, 5, 10.5, 11, 12, 13.4, 14, 15.1, 15.3, and 16 through 21; and (b) notwithstanding any provision of any surviving section, you will have no further right to use the Online Service.

11. Ownership of the Online Service.

11.1 Online Service and Documentation. As between the parties, Smartsheet retains all right, title and interest in and to (a) the Online Service and the technology and software used to provide it, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Your Content) made available through the Online Service. Except for your rights to access and use the Online Service set forth in this Agreement, nothing in this Agreement licenses or conveys any of Smartsheet's intellectual property or proprietary rights to anyone, including you.

11.2 Feedback. You agree that Smartsheet will have a perpetual right to use and incorporate into the Online Service any feedback or suggestions for enhancement that you or Your Users provide to Smartsheet concerning the Online Service ("**Feedback**"), without any obligation of compensation.

12. Privacy. Smartsheet provides the Online Service in accordance with its Privacy Policy, as it may be updated from time to time and posted on the Site ("**Privacy Policy**"). You acknowledge that your use of the Online Service is governed by the Privacy Policy.

13. Work Requests.

13.1 Work Requests. The Online Service includes a "Smartsourcing" tool that allows you to submit requests to an on-demand work force for completion of simple tasks ("**Work Requests**"). If you place a Work Request through the Online Service, Smartsheet uses Amazon.com's "Mechanical Turk" and/or other third party services to submit Work Requests to third parties who may wish to perform such tasks ("**Service Providers**").

13.2 Smartsheet's Role; Disclaimer. Smartsheet acts as your agent in paying Service Providers for Work Requests in the amounts authorized by you via the Online Service. Otherwise, Smartsheet has no role in your transactions with Service Providers. The Online Service simply provides a venue where you can submit Work Requests to Service Providers. Smartsheet neither screens nor recommends any Service Providers, and has no control over the quality or legality of the work provided by Service Providers. Smartsheet makes no representations as to the ability of Service Providers to complete Work Requests to your satisfaction, or the willingness of Service Providers to complete Work Requests at the prices you request. You submit Work Requests entirely at your own risk.

13.3 Fees for Work Requests. When you submit a Work Request, you set the price it is willing to pay. The Online Service permits you to accept or reject work from Service Providers; work is automatically accepted if not rejected within a certain period of time. Amounts payable to Service Providers become due and payable when you accept the work performed. Smartsheet charges additional fees (beyond the amounts you agree to pay Service Providers via the Online Service) for placing Work Requests; these fees are payable in the amounts described on the Site. Service Fees payable by you for Work Requests are due net thirty (30) days from the date of our invoice for or notice of such Service Fees.

13.4 Release of Claims With Respect to Work Requests. BECAUSE SMARTSHEET IS NOT INVOLVED IN TRANSACTIONS BETWEEN YOU AND YOUR SERVICE PROVIDERS, YOU HEREBY RELEASE SMARTSHEET AND ITS LICENSORS AND SUBCONTRACTORS, AND ITS AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL, CONSEQUENTIAL AND OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE BETWEEN YOU AND YOUR SERVICE PROVIDERS.

14. Confidentiality. You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to 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 should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of the Online Service, the documentation we provide to you in connection with it, and the Smartsheet APIs 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. Representations and Warranties; Disclaimer.

15.1 General. Each party represents and warrants that it has the necessary authority to enter into this Agreement.

15.2 **Limited Warranty for Online Service.** Smartsheet represents and warrants that the Online Service will operate substantially as described in the online documentation made available with the Online Service.

15.3 **Disclaimer.** You acknowledge that, as an internet-delivered software application, the Online Service may experience periods of downtime, including but not limited to scheduled maintenance. Accordingly, EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 15.2, SMARTSHEET MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, INCLUDING ITS DOCUMENTATION, THE SMARTSHEET APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE ONLINE SERVICE, WHETHER EXPRESS OR IMPLIED. SMARTSHEET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. SMARTSHEET DOES NOT WARRANT THAT THE ONLINE SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

16. Liability Limitation; Damages Exclusion. SMARTSHEET WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SMARTSHEET HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, SMARTSHEET'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID TO SMARTSHEET UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Indemnification. You will defend, indemnify and hold harmless Smartsheet and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of our relates to Your Content (except to the extent such claim arises from Smartsheet's use of Your Content in violation of this Agreement), including without limitation claims that Your Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law.

18. Publicity. You agree that, if you have (or have had) a paid subscription to the Service, we may identify you as a customer on our Site or in our customer list, blogs, and other public communications.

19. Notices. Except where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five (5) business days after having been sent. Notices must be addressed as follows: if to us, to Attn: Legal Affairs, 10500 NE 8th Street, Suite 2000, Bellevue WA 98004, and for notices permitted to be sent via email, to legal@Smartsheet.com; and, if to you, to the contact name and address or email address that you have provided us.

20. Entire Agreement. This Agreement represents the entire agreement between Smartsheet and you with respect to your use of the Online Service and the related matters set forth in this Agreement. As between Smartsheet and you, this Agreement expressly supersedes (i) any terms or conditions stated in your purchase order, order documentation or similar document (whether submitted or executed before or after the start date of your subscription period, if applicable), (ii) any online agreement that you or Your User may have accepted, or may accept in the future, in the course of using the Online Service, and (iii) any other contemporaneous or prior agreements or commitments regarding the Online Service or the other subject matter of this Agreement.

21. General. This Agreement has been written in the English language, and you agree that the English language version will govern your use of the Online Service and the other matters described in this Agreement. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its 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. Either party may assign this

Agreement in connection with a merger or similar transaction, or to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile or PDF.