

SMARTSHEET.COM, INC.
REFERRAL REWARDS PROGRAM AGREEMENT

1. Acceptance of Agreement. This Referral Rewards Program Agreement (the "**Referral Agreement**") sets forth the terms and conditions for your participation in our Referral Rewards Program (the "**Program**"). By participating in the Program, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS REFERRAL AGREEMENT.

2. Relationship to Master Service Agreement. This Referral Agreement forms a part of, and is hereby incorporated into, our Master Service Agreement (<https://www.smartsheet.com/files/MasterServiceAgreement.pdf>), a legal contract between Smartsheet.com, Inc. ("**we**," "**us**," or "**Smartsheet**") and you.

3. Eligibility. You are eligible to participate in the Program and earn Referral Rewards (as defined below) if you have accepted our Master Service Agreement and currently maintain an account to use our internet-delivered collaboration tools and related services (the "**Service**").

4. Earning Referral Rewards. Whenever a Qualifying Referral registers for an account to use the Service during a single browser session and within twenty (24) hours after following a Referral Link, we will pay you a one-time referral fee (a "**Referral Reward**") if the Qualifying Referral's account is later upgraded to a paid account, all subject to the conditions in this Referral Agreement. In addition, we will (subject to the conditions in this Referral Agreement) pay you a Referral Reward if a Qualifying Referral identifies your email address as its "referred by" email when it upgrades to a paid account. The amount of each Referral Reward is calculated in accordance with Section 6 below. A "**Qualifying Referral**" means an individual or company that does not currently have, and has never had, an account to use the Service. A "**Referral Link**" means a hyperlink, in the form provided by Smartsheet, that contains your unique Referral ID created for you by Smartsheet. Referral Links may be in the form of text links, badges or buttons that Smartsheet provides for you to embed on your own Web site(s) or in emails that you send.

We will determine, in our sole reasonable discretion, whether a Qualifying Referral has followed your Referral Link to create its account in accordance with this Section. We track referral information in the Profile page for each registered user. Our reasonable determination is final.

5. Restrictions and Limitations. Notwithstanding any provision of this Referral Agreement, we will not be obligated to pay Referral Rewards if (a) we determine, in our sole reasonable discretion, that referrals are not bona fide transactions, including without limitation for self-referrals; (b) the Qualifying Referral does not maintain its paid account (at the same or higher price tier) for longer than one (1) month; (c) you engage in any fraudulent or deceitful behavior in connection with the Program, including without limitation directly or indirectly offering any person a financial incentive to follow a Referral Link or attempting to redirect traffic from, or divert Referral Rewards from, any other participant in the Program.

6. Calculation of Referral Rewards. Each one-time Referral Reward is calculated based on the term length (Monthly or Annual) and type of subscription plan for which the Qualifying Referral initially subscribes when it upgrades to a paid plan. Current Referral Reward amounts, which are subject to change at any time, are as set forth on the Referral Rewards

(<http://www.smartsheet.com/referral-rewards>) page of our Site. Rewards relating to non-profit subscriptions are lower. You are responsible for any transaction fees imposed by Paypal on Referral Rewards you receive from us, and the rates for Referral Rewards described on our Web site do not include any such transaction fees.

7. Payment of Referral Rewards. In order to receive Referral Reward payments, you must maintain a valid Paypal account. If you do not use Paypal to pay for your subscription to the Service, we will email you when you first earn a Referral Reward to ask for a Paypal email address, in which case we will use commercially reasonable efforts to notify you in 45 days from the date on which you earn a Referral Reward. We will pay all Referral Rewards to the email address you provide, and you are solely responsible to ensure the accuracy of the Paypal account information. We will pay Referral Rewards to you within ninety (90) days from the date earned pursuant to this Agreement. Registered Users earning more than USD\$500 in a calendar year are required to complete a W-9 tax form at the Company's request.

8. Non-Exclusive. This Referral Agreement is entirely non-exclusive in nature. You understand that we may at any time solicit customer referrals on terms that may differ from those contained in this Referral Agreement with you.

9. Disclaimer. THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, AND WE RESERVE THE RIGHT WITHOUT PRIOR NOTICE TO DISCONTINUE OR CHANGE THE PROGRAM AT ANY TIME. WE MAKE NO WARRANTY THAT REFERRAL LINKS WILL OPERATE PROPERLY. WE EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PROGRAM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Termination. Either party may terminate this Referral Agreement at any time by giving the other party written notice of termination (including via email to you at the email address you used to register for the Service). This Referral Agreement may be terminated separately from the Master Service Agreement; termination of the Master Service Agreement, however, will result in the automatic termination of this Agreement. Upon termination, you will immediately cease all use of Referral Links. Referral Rewards earned but unpaid as of termination will remain payable, unless we terminate this Agreement for your breach of Section 5. Sections 1, 2, 5, 7 (only with respect to amounts accrued but unpaid as of termination), 8, 9 and 10 will survive termination of this Referral Agreement.