

**State of Oregon  
Rider to End User License Agreement**

This rider (Rider) to end user license agreement (EULA) between Smartsheet Inc. (Smartsheet) and the State of Oregon, acting through its Department of Administrative Services on behalf of the State of Oregon, and its Agencies, all entities of the State of Oregon as defined in Oregon Revised Statute 174.111, its political subdivisions, and ORCPP members ( each individual entity a "Customer"), a copy of which is attached as Exhibit A, amends and supersedes any provision to the contrary in the EULA and is effective as of the date of purchase. This Rider and EULA, together with any exhibits, constitutes the entire agreement (collectively "Agreement") between the parties and merges all prior and contemporaneous communications with respect to the matters described in this Agreement. This license and service may be used by Customer for the benefit of the Customers in support of their missions and programs,.

Notwithstanding any language in the EULA to the contrary, Smartsheet and Customer agree as follows:

1. Confidentiality.

- a. Any obligation of Customer to maintain the confidentiality of Smartsheet's proprietary information provided to Customer under the EULA is conditioned by and subject to Customer's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.311 to 192.431, which may require disclosure of proprietary information as a "public record" unless exempt.

2. Governing Law: Jurisdiction: Venue. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. In no way may this section or any other term of this Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

3. Dispute Resolution. Any dispute between the parties that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

4. Termination for Lack of Funding. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Customer's payment for services performed or license fees due after the last day of the current biennium is contingent upon Customer receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to compensate Smartsheet. Customer may immediately terminate this Agreement upon written

notice if Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Customer's budget or spending plan and Customer

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determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement. In the event of a termination under this clause, Customer is not entitled to a refund of prepaid fees for the Subscription Service pursuant to the terms of the EULA.

5. Records Maintenance; Access. Smartsheet shall maintain all financial records relating payments for services provided under this Agreement in accordance with Generally Accepted Accounting Principles (GAAP). Smartsheet shall also maintain any other financial and billing records pertinent to this Agreement in such a manner as to document clearly Smartsheet's performance of its duties under this Agreement. Smartsheet shall retain and keep accessible all financial records, books, documents, papers, and writings related to services provided under this Agreement for a minimum of six years, or such longer period as may be required under applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Smartsheet shall permit Customer, the Oregon Secretary of State's Office, and the federal government, and their duly authorized representatives commercially reasonable access to Smartsheet's financial records and other related books, documents, and papers related to invoices, payments and services rendered to Customer under the EULA, and make excerpts and transcripts when requested. Requests for access to such records under this clause shall require at least thirty days (30) days prior notice to Smartsheet and in no event will such requests exceed once per year.
6. Independent Contractor. Smartsheet shall act at all times as an independent contractor and not as an agent or employee of Customer. Smartsheet has no right or authority to incur or create any obligation for or legally bind Customer in any way. Although Customer reserves the right to evaluate the quality of Smartsheet's completed performance, Customer cannot and will not control the means or manner by which Smartsheet performs its obligations under this Agreement, except to the extent the means and manner in which these obligations are to be performed is specifically set forth in this Agreement. Smartsheet shall determine the appropriate means and manner of performing its obligations. Smartsheet is not an "officer", "employee" or "agent" of Customer or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Smartsheet shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in this Agreement or authorized in writing by the party to be bound.
7. Counterparts. This Rider may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
8. Compliance with Tax Laws. Smartsheet represents and warrants that Smartsheet's primary place is located in the State of Washington and therefore is subject to the tax laws of the State of Washington. Smartsheet agrees to comply with tax provisions imposed on it by the State of Washington and the tax laws of the political subdivisions applicable to Smartsheet's place of business. This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the

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Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

9. Payment. Customer's obligation to pay late charges is subject to ORS 293.462.

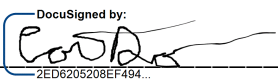
**SMARTSHEET:**

Smartsheet Inc.

:

The State of Oregon, acting through its Department of Administrative Services

By:  DocuSigned by:  
Jolene Marshall  
BF91A8A593BE4E2...

By:  DocuSigned by:  
Cort Dokken  
2ED6205208EF494...

As: Jolene Marshall

As: Cort Dokken

Date: 2/28/2019

Date: 2/28/2019

Attachments:

Services Agreement