✓ smartsheet

ORDER

SUBSCRIPTION DETAILS

Company Name: Board of Education of City of Chicago

SysAdmin Email: crpeckham@cps.edu
Note: The SysAdmin has certain control rights for the plan, including adding users to the account.

Payment Terms: Net 30

Effective Date: 1/31/2018

Subscription Action: New Subscription

Subscription Term: 1 year from Effective Date

Customer PO Required? No

CONTACT INFORMATION

BILLING

Name: Accounts Payable

Email: accountspayable@cps.edu

Phone: 773-553-2760

Billing Address
Street: 42 W Madison St

City Chicago **State:** IL
Zip: 60602 **Country:** USA

SERVICES

Name: Chris Peckham

Email: crpeckham@cps.edu

Phone: 773-553-2438 ✓

Services Address Same as Billing Address ✓
Street:

City: **State:**
Zip: **Country:**

ITEMS

Category	Description	Unit Price	Qty	Extended Price	Prorated Price	Billing Frequency
Professional Services	Consulting	See SOW	1.0	See SOW	See SOW	One-Time
Subscription Service	Enterprise Plan – Licensed Users + Center of Excellence	▮	▮	▮	▮	Annual
Professional Services	Onboarding Package	▮	▮	▮	▮	One-Time
App-On Premium App	Smartsheet Control Center	▮	▮	▮	▮	Annual
Subscription Service	One Time Discount	▮	▮	▮	▮	One-Time

CoE means Center of Excellence. For the avoidance of doubt, Training Recources are not part of the Subscription Service.

Annual Recurring Fees: ▮

One-Time Fees: ▮

Discount: ▮

Total Fees Due: $31,120.00

The Total Fees Due for the initial Subscription Term are invoiced on the Effective Date. This Order and any renewals are governed by, and hereby incorporate by reference, the Services Agreement attached hereto ("Agreement"). By submitting this Order, you are entering into an agreement on behalf of your company for the provision of services by Smartsheet. Accordingly, you (i) acknowledge that you have read the Agreement, understand it, and agree to be bound by it; and (ii) represent and warrant that you have the necessary authority to submit this Order.

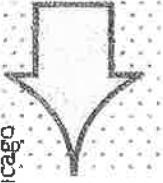**ACCEPTED AND AGREED:**

SMARTSHEET INC.

By: _Mike Arntz_

Name: Mike Arntz

Title: SVP, WW Field Operations

Date: 1/24/2018

Board of Education of the City of Chicago

By: _(signature)_

Name: Jonathan Maples,

Title: Chief Procurement Officer

Date: 1/31/2018

17-0911-CPOR-1872

Approved as to Legal form: _(signature)_

Douglas Henning,
Acting General Counsel

SIGN HERE

REDACTED VERSION

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into between Smartsheet Inc. ("**Smartsheet**") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools ("**Customer**" or "**Board**"). This Agreement governs the use of the Subscription Service, any Professional Services, and any other products or services received from Smartsheet by Customer (collectively, the "**Services**"). For the avoidance of doubt, this Agreement may apply to any Order or SOW entered into by Customer and its Affiliates (as permitted under Section 5.4 below). This Agreement is effective as of the Subscription Effective Date specified on the initial Order.

1.   **Services.**

1.1   Subscription Service. Subject to this Agreement, and in consideration of the fees specified in any Order, Smartsheet will make the Subscription Service available to Customer throughout the Term. If Customer purchases a subscription to an Add-On, the Subscription Service will be deemed to include such Add-Ons except as otherwise expressly provided herein. Smartsheet hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use the Subscription Service during the Term for Customer's internal business purposes, pursuant to the terms and conditions of this Agreement.

1.2   Professional Services. Subject to this Agreement, and in consideration of the fees specified in any applicable Order or SOW, the parties may agree for Smartsheet to provide Professional Services. The specifications for Professional Services, if any, will be as set forth in an Order or SOW. Smartsheet hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use Work Product resulting from Professional Services during the Term for Customer's internal business purposes, pursuant to the terms and conditions of this Agreement.

2.   **Use of the Subscription Service and Professional Services; Restrictions.**

2.1   Conditions. Smartsheet's provision of the Subscription Service and Professional Services is conditioned on Customer's acknowledgement and agreement to the following:

(a)   Certain types of information included in the Customer Content may be subject to specific laws (e.g., laws regarding personally identifiable information, payment card information, protected health information, etc.). Customer, not Smartsheet, is responsible for compliance with any such laws with regards to such Customer Content. Without limiting the foregoing Customer represents and warrants that if applicable, Customer will provide any required notice to, and obtain any required consent from individuals and/or other entities related to the Customer Content and any personal or otherwise protected information included therein.

(b)   All Customer Content stored utilizing the Subscription Service is maintained in encrypted form (in transit and at rest) and Smartsheet does not access or disclose Customer Content except: (i) as requested by Customer to enable the provision of customer support; and (ii) as necessary for Smartsheet to (1) comply with applicable law or legal proceedings, or (2) investigate, prevent or act against suspected abuse, fraud or violation of this Agreement. Except when doing so would compromise Smartsheet's ability to comply with applicable law or legal proceeding, or compromise Smartsheet's investigation, prevention or action of or against suspected abuse, fraud or violation of this Agreement, Smartsheet will: (x) use best efforts to give Customer notice of such access or disclosure; (y) use diligent efforts to limit access or disclosure to that which is necessary; and (z) reasonably cooperate with Customer, at Customer expense, in its efforts to ensure that any disclosed Customer Content will be subject to a protective order or other legally available means of protection. Unless prohibited by law, if Smartsheet receives a request from an individual to access, amend, or delete their personal information stored as Customer Content or Account Information provided by Customer, Smartsheet will refer such requests to Customer. Customer will be responsible for responding to such requests as required by applicable law, and Smartsheet will provide Customer with reasonable support as necessary to facilitate Customer's response.

(c)   The Subscription Service facilitates the sharing of information within Customer's organization and potentially outside of Customer's organization. Between Customer and Smartsheet, Customer has exclusive control over the distribution of and access to the Customer Content.

2.2   Login Credentials. Each set of login credentials for the Subscription Service may be used only by a single, individual Customer User. Customer agrees to promptly notify Smartsheet of any unauthorized access or use of login credentials of which Customer

becomes aware. Customer will be responsible for any breach of this Agreement, including but not limited to the Acceptable Use Policy (defined below), by any Customer Users to the extent permitted by law.

2.3   Prohibited Use. Customer will not, and will ensure that Customer Users do not: (a) "frame," distribute, resell, or permit access to the Subscription Service by any third party other than for its intended purposes; (b) use the Subscription Service other than in compliance with applicable laws; (c) interfere with the Subscription Service or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Subscription Service, or attempt to discover the underlying source code or structure of the Subscription Service; (e) submit to the Subscription Service any content or data that violates the Acceptable Use Policy, as updated by Smartsheet from time to time (a current version of which can be found at https://www.smartsheet.com/acceptable-use-policy) ("**Acceptable Use Policy**"); (f) submit to the Subscription Service any malware or any unauthorized feature that is designed to alter any software, program, data, device, system or service, or provide unauthorized access to the Subscription Service; or (g) use any robot, spider, data scraping tool, extraction tool, or similar mechanism with respect to the Subscription Service.

2.4   Usage Limitations. Customer's subscription is subject to the limits on Licensed Users set forth in each Order as well as the storage and other limitations set forth in the Subscription Limits Policy, as updated by Smartsheet from time to time (a current version of which can be found at https://www.smartsheet.com/limits-policy) ("**Subscription Limits Policy**"). Notwithstanding the foregoing, Smartsheet will not reduce the limits applicable to Customer's subscription plan during the Term of the relevant Order.

2.5   Account Information. Account Information will be provided to Smartsheet by Customer Users, but Customer may provide certain Account Information (e.g., Customer User titles, departments, phone numbers, or profile pictures) for Customer Users when configuring Customer's account. Except for name and email address, Customer Users may elect whether to display their Account Information within the Subscription Service. If Account Information is provided by Customer, Customer represents and warrants that: (a) Customer has provided all required notice to Customer Users pursuant to applicable law, Customer policy, etc.; and (b) Customer has all rights, permissions, and consents necessary: (i) to provide the Account Information to Smartsheet; and (ii) for the display of such Account Information within the Subscription Service. Per Section 2.1(b) above, Smartsheet will refer to Customer any requests related to the Account Information that was provided by Customer, and will provide Customer reasonable assistance to facilitate Customer's response to such requests, unless prohibited by law.

3.   Customer Content; Account Information; Processing of Data.

3.1   Disclosure. The Subscription Service is designed to facilitate collaboration and sharing of Customer Content among Customer Users and, if elected by Customer Users, with third parties. As specified in Section 2.5 above, use of the Subscription Service also entails disclosure of some Account Information (e.g., name and email address) to other users. Smartsheet will not be responsible for any distribution, publication, display, or other disclosure of Customer Content or Account Information by Customer Users or Collaborators via the Subscription Service.

3.2   Processing. Customer agrees that Smartsheet may: (a) process the Customer Content to make the Subscription Service available to Customer; and (b) process the Account Information as necessary to provide the Subscription Service, administer its business relationship with Customer (including for billing, customer support, and product-related communications), and as otherwise set forth in the Privacy Policy.

3.3   Service Providers. In addition, Smartsheet may allow service providers who act on Smartsheet's behalf to process Customer Content and Account Information in connection with Smartsheet's provision of the Subscription Service, provided that: (a) such service providers are subject to confidentiality obligations that are substantially as protective of the Customer Content and Account Information as those set forth in this Agreement; and (b) Smartsheet will be responsible for any breach of this Agreement by such service providers.

3.4   Security. Smartsheet has implemented and will maintain commercially reasonable information security policies and safeguards, which include technical and organizational measures, designed to preserve the security, integrity, and confidentiality of the Customer Content and to protect it against unauthorized access and information security threats. Smartsheet's current practices are described in *Schedule 1*. Smartsheet may update such practices from time to time; provided that the level of security provided for the Customer Content will not be materially degraded.

REDACTED VERSION

3.5 <u>Treatment at Termination</u>. The Subscription Service includes a feature that permits Customer, at any time during the Term, to obtain a zip file backup that includes: (a) Customer's then-current file attachments in their native file formats; and (b) all other then-current Customer Content in an Excel file. Upon Customer's request made prior to termination of this Agreement, Smartsheet will allow Customer's SysAdmin(s) to have read-only access to the Subscription Service for the sole purpose of retrieving Customer Content for thirty (30) days following termination of this Agreement. Thereafter, Smartsheet has no obligation to retain, and may delete, Customer Content in accordance with Section 7 of *Schedule 1*.

3.6 <u>Ownership</u>. As between the parties, Customer retains all right, title, and interest in and to all Customer Content. Customer represents and warrants that it has all rights, permissions, and consents necessary: (a) to submit all Customer Content to the Subscription Service; (b) to grant Smartsheet the limited rights to process Customer Content as set forth in this Agreement; and (c) for any transfer or disclosure of Customer Content among or by Customer Users and Collaborators.

4. Additional Products and Services.

4.1 <u>Connectors</u>. Customer may (if Customer's subscription includes one or more Connectors) use Connectors to integrate the Subscription Service with Customer's accounts or subscriptions to third-party services or applications. In such case, Customer Users may transfer information between the Subscription Service and such third-party services or applications via the Connectors, resulting in the modification of Customer Content or the content and information stored in Customer's third party services or applications. Smartsheet will have no liability for modification or deletion of Customer Content or data in third-party services or applications through use of a Connector by a Customer User.

4.2 <u>Online Training</u>. Customer may have access to the Training Resources. In such case, Smartsheet hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use the Training Resources during the Term for Customer's internal business purposes, pursuant to the terms and conditions herein. Customer acknowledges that the Training Resources are subject to change, and Smartsheet does not guarantee the availability of any content. The Training Resources are not part of the Subscription Service.

4.3 <u>Smartsheet Labs Apps</u>. Smartsheet may make Labs Apps available to all users of the Subscription Service. Customer Users are granted a worldwide, non-exclusive, non-transferable right to access and use the Labs Apps during the Term for Customer's internal business purposes, pursuant to the terms and conditions herein. Customer acknowledges that use of the Labs Apps is at Customer's sole risk and responsibility, and access to the Labs Apps may be terminated at any time. Labs Apps are made available without charge and are not part of the Subscription Service.

4.4 <u>Community Features</u>. Smartsheet may make public forums, online communities, or bulletin boards ("**Community Features**") available to all users of the Subscription Service. Customer Users are granted a worldwide, non-exclusive, non-transferable right to use the Community Features, pursuant to the terms and conditions herein. Customer Users who use the Community Features: (a) grant Smartsheet a worldwide, perpetual, non-exclusive, royalty-free, transferable right to use content posted by such Customer Users ("**Community Content**") to provide the Community Features and improve the Services; (b) acknowledge that Community Content may not be able to be deleted; and (c) are responsible for all activity that occurs under their account, including any liability arising from their Community Content but only to the extent such liability is not prohibited by law.. All Community Content (including any links to third-party sites or applications) provided by Customer Users must comply with the Acceptable Use Policy. Smartsheet reserves the right to remove, edit, or reinstate any Community Content in its sole discretion, and without notice to the originating Customer User. Smartsheet disclaims all liability arising from the Community Content and use of the Community Features, including exposure to content that is potentially offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Customer acknowledges that use of the Community Features is at Customer's sole risk and responsibility, and access to the Community Features may be terminated at any time. The Community Features are made available without charge and are not part of the Subscription Service.

4.5 <u>Third-Party Applications</u>. Third-party applications and web services, including without limitation Partner Apps, may be available to Customer for use with the Subscription Service. These applications and services are provided by third parties and are not part of the Subscription Service, except where otherwise specified. Third-party applications and services may be subject to end user license agreements that accompany them, as agreed to between a third party and Customer, and Smartsheet has no liability whatsoever with respect to any third party applications and services. Notwithstanding the foregoing, the payment provisions (and only the payment provisions) of this Agreement apply with respect to Partner Apps purchased by Customer under an applicable Order. Nothing in this Agreement shall be interpreted to mean that Customer is agreeing to or bound by the terms of any third party end user license agreements or clickwrap agreement by virtue or through the execution of this Agreement.

5. Fees and Payment.

5.1 **Fees.** In consideration of the Services, Customer will pay the fees specified in each Order and/or SOW. The total compensation paid to Customer in consideration of any Services provided during the Initial Term or during any Renewal Term, if applicable, shall not exceed Seventy-Five Thousand Dollars ($75,000.00) without prior written approval from the authorized representatives of Customer, including but not limited to its General Counsel. Smartsheet may raise the unit price specified in an Order for any Renewal Terms upon written notice to Customer (including via email) at least thirty (30) days in advance of the start of the Renewal Term. If Customer selects a multi-year Subscription Term for an Order: (a) Customer may elect to pay the total fees for the Subscription Service at the outset in lieu of being invoiced annually; or (b) Customer will be invoiced the annual fees for the Subscription Service on or around the anniversary date of Subscription Effective Date, even if Customer has terminated the Order or otherwise changed its subscription plan.

All fees are nonrefundable once paid, except as expressly otherwise provided in this Agreement or the applicable SOW or Order.

5.2 **Payment.** Customer agrees to promptly notify Smartsheet of any changes to its billing information during the Term. Unless otherwise provided in the applicable Order or SOW, all amounts under this Agreement are payable in U.S. dollars net thirty (30) days from the date of the invoice. Smartsheet reserves the right to correct any billing errors or mistakes that Smartsheet identifies even if Smartsheet has already issued an invoice or received payment. Amounts due to Smartsheet by Customer may not be withheld or offset against amounts due or asserted to be due to Customer from Smartsheet. Customer shall process payments and Smartsheet shall be accorded the rights provided under the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Other than income taxes imposed on Smartsheet, Customer will bear all taxes, duties, VAT and all other governmental charges (collectively, "taxes") resulting from this Agreement. If Customer is exempt from any applicable taxes, Customer will provide evidence reasonably satisfactory to Smartsheet of Customer's tax-exempt status. Customer will send payments according to the payment instructions provided to Customer by Smartsheet on the applicable invoice. If Customer requires a vendor registration form, or other documentation, such requirement will in no way affect or delay Customer's obligation to pay any amounts due hereunder. Smartsheet will use reasonable efforts to reference the Customer purchase order number (to be specified in writing by Customer following execution of this Agreement and specified annually for renewals or for additional purchases on a purchase-by-purchase basis) on each invoice. Smartsheet acknowledges that failure to include the purchase order number may result in delay of payment.

5.3 **Refunds.** If Customer terminates this Agreement for Smartsheet's uncured breach pursuant to Section 6.4 or pursuant to Section 10.2, Customer will be entitled to a prorated refund of prepaid, unused fees for the Subscription Service and if applicable, the Training Resources and/or Partner Apps. If Customer terminates an SOW or an Order for Professional Services pursuant to Section 10.3, Customer will be entitled to a prorated refund of the prepaid, unused fees for the Professional Services.

5.4 **Schools.** Smartsheet and Customer may agree for individual schools within Customer's district to purchase the Subscription Service or Professional Services, provided that the total for all Orders and SOWs do not exceed the maximum fees set forth in Section 5.1 above. Where an individual school purchases such services, Customer agrees to this Agreement on behalf of such schools. If, subject to Customer's approval, an Order or SOW is executed by a corporate affiliate of Customer, the term "Customer," as used in this Agreement, will include that school. Each Order or SOW properly executed under this Section 5.4 becomes a part of this Agreement between Smartsheet and Customer. For clarity, no other affiliate of Customer can purchase the Subscription Service or Professional Services under this Agreement without the written approval of Customer.

5.5 **Payment Processors and Resellers.** Customers may elect to purchase certain Services through an authorized reseller (or one of its partners) (each a "Reseller") or elect to pay for the Services under this Agreement through a third party who processes Customer's payments (each a "Payment Processor"). Customer's obligation for payment to, and relationship with, any Reseller or Payment Processor is between Customer and such Reseller or Payment Processor. If Customer elects to use a Reseller or Payment Processor, Customer remains liable for the fees under this Agreement and if the Reseller or Payment Processor fails to remit any fees, Smartsheet will invoice Customer accordingly.

5.6 **Free Access.** If Customer is provided with access to any Service at no charge, Customer acknowledges that (a) the version available to Customer may not include or allow access to all features and functionality available to paid subscribers and (b) the Service is made available to Customer on an "as is" basis without any warranty, support, maintenance, or other obligation of any kind. Add-Ons provided without charge are not part of the Subscription Service for purposes of this Agreement. Smartsheet may terminate

Customer's free access to any Service at any time, unless otherwise specified. Any use of a Service at no charge is at Customer's sole risk and responsibility.

5.7   Non-Appropriation. Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Smartsheet and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Smartsheet except that no payment shall be made or due to Smartsheet under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

6.   Term and Termination.

6.1   Term. This Agreement will remain in effect throughout the Term unless earlier terminated as set forth herein.

6.2   Term; Non-Renewal of Orders. Each Order remains in effect for the initial one-year Subscription Term, as specified in the Order ("Initial Term") and any subsequent one-year periods mutually agreed on by the authorized representatives of both parties in writing in advance (each a "Renewal Term," and collectively with the Initial Term, the "Term").

6.3   Term of SOWs. Each SOW remains in effect for the period specified therein. If no period is specified, the SOW will terminate once the Professional Services set forth in the SOW have been completed.

6.4   Termination for Cause; Smartsheet's Suspension. Either party may terminate this Agreement, including any applicable Order or SOW, in whole or in part, immediately if the other party breaches any material provision of an applicable Order, SOW, or this Agreement, and fails to cure that breach within thirty (30) days of written notice from the non-breaching party identifying the breach. In addition, Smartsheet may suspend Customer's access to the Subscription Service immediately if: (a) Customer fails to make a payment for more than fifteen (15) days following its due date; or (b) Customer has (or Smartsheet reasonably suspects that Customer has) breached Section 2.3 or misappropriated or infringed Smartsheet's Intellectual property or proprietary rights.

6.5   Termination or Suspension by Customer. Customer may terminate or suspend this Agreement in whole or in part, without cause at any time upon 30 days' written notice; provided, however, that Customer will not be entitled to any refund of prepaid fees and will remain obligated to pay any outstanding undisputed amounts owed to Smartsheet.

6.6   Effect of Termination. Upon expiration or termination of this Agreement for any reason unless specifically stated otherwise in the termination notice: (a) all Orders and SOWs under this Agreement will terminate; (b) all rights and obligations of the parties hereunder will cease (except as set forth in Section 6.7 below); (c) Customer will remain obligated to pay for undisputed Professional Services rendered through the effective date of termination; and (d) Customer will not be entitled to any refund of fees (except as set forth in Section 5.3 above).

6.7   Survival. The following sections will survive termination or expiration of this Agreement: 3.2 (Processing), 3.5 (Treatment at Termination), 3.6 (Ownership), 4.4 (Community Features), 4.5 (Third Party Applications), 5.1 (Fees); 5.2 (Payment) (with respect to amounts that are accrued but unpaid as of the effective date of termination), 5.3 (Refunds), 5.6 (Free Access), 6.7 (Survival), 7 (Proprietary Rights), 8 (Confidentiality), 11 (Limitation of Liability; Damages Exclusion), 12 (Indemnification), 15 (Non-Solicitation), 17 (Notices), 19 (Entire Agreement), 20 (General) and 21 (Non-Liability of Board Officials).

7.   Proprietary Rights. As between the parties, Smartsheet retains all right, title and interest in and to: (a) the Services, Work Product (except that any Customer Confidential Information or Customer trademarks used to develop or incorporated into Work Product will not be considered part of the Work Product and shall belong to Customer) and the technology and software used to provide them, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Customer Content and Account Information) made available through the Services. Except for the licenses as set forth in this Agreement, this Agreement does not convey any of Smartsheet's intellectual property or proprietary rights to anyone, including Customer. Customer agrees that Smartsheet will have a perpetual right to use and incorporate any feedback or suggestions for enhancement that Customer or a Customer User provides to Smartsheet regarding the Services, without any obligation of compensation.

REDACTED VERSION

8.   Confidentiality.

8.1   Confidential Information. "Confidential Information" means all non-public, proprietary business, technical, legal, or financial information disclosed or learned in connection with this Agreement that the Disclosing Party has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the Receiving Party should treat as confidential. Confidential Information does not include: (a)Customer Content or Account Information; (b) information that was generally known to the public at the time disclosed to the Receiving Party; (c) information that becomes generally known to the public (other than through a breach of this Section 8 by the Receiving Party) after disclosure to the Receiving Party; (d) information that was in the Receiving Party's possession free of any obligation of confidentiality prior to disclosure by the Disclosing Party; (e) information that is rightfully received by the Receiving Party from a third party without any restriction on disclosure; or (f) information that was independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information. For the avoidance of doubt, the handling of Customer Content and Account Information are addressed in Sections 2.1, 2.5, and 9 and Schedule 1 . ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

8.2   Use and Disclosure of Confidential Information. Except as specifically set forth in this Agreement, the Receiving Party: (a) will not use the Disclosing Party's Confidential Information for any purpose; (b) will not disclose, give access to, or distribute any of the Disclosing Party's Confidential Information to any third party, except to the extent expressly authorized in a separate written agreement signed by both parties; and (c) will take reasonable security precautions (which will be at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to keep the Disclosing Party's Confidential Information confidential. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to those of its employees, directors, affiliates, advisors, agents, contractors, and other representatives ("**Representatives**") who need to know such information for the performance of the obligations under this Agreement or for other legitimate internal business purposes, provided that each such Representative is bound to protect the Confidential Information by confidentiality obligations substantially as protective as this Agreement. The Receiving Party will be responsible for its Representatives' disclosure or use of the Disclosing Party's Confidential Information in violation of this Section 8. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information, or any other breach of this Section 8, by it or its Representatives.

8.3   Return of Materials. Upon written request by the Disclosing Party, the Receiving Party will: (a) either return or destroy all documents and media in its possession or control that contain the Disclosing Party's Confidential Information; and (b) certify its compliance with this Section 8.3 in writing. Notwithstanding the foregoing, the Receiving Party will not be obligated to erase Confidential Information of the Disclosing Party that is contained in an archived computer system backup that was made in accordance with the Receiving Party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup will be subject to this Section 8.

8.4   Intellectual Property. The Disclosing Party retains all of its rights, title, and interest in and to its Confidential Information, including all intellectual property and proprietary rights therein. The disclosure of Confidential Information to the Receiving Party does not grant or convey any right of ownership of such Confidential Information.

8.5   Required Disclosures. The Receiving Party may disclose Confidential Information to third parties to the extent required by law or legal process. In such cases, however, the Receiving Party will (except to the extent prohibited by law or legal process from doing so): (a) give the Disclosing Party prior notice of such disclosure in accordance with the Notice provisions of this Agreement so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection.

8.6   Permitted Disclosures. In the event that Customer elects to utilize a Payment Processor or Reseller to pay for or order Services respectively, Customer acknowledges and agrees that its Confidential Information, this Agreement, and any Orders and SOWs may be disclosed to such Payment Processor or Reseller. In the event that Customer placed an order for Services with an affiliate of a Reseller, Customer agrees that Smartsheet may disclose the above-described information to the affiliate of the Reseller to which the Customer placed the order with.

REDACTED VERSION

8.6A   Freedom of Information Act. Smartsheet acknowledges that this Agreement and all documents submitted to Customer related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Smartsheet has identified specific information as trade secrets and commercial or financial information where disclosure may cause competitive harm and claims that such information falls within a FOIA exemption. The Board shall redact those portions of the Agreement designated as trade secrets or proprietary information and Vendor acknowledges that the redacted Agreement shall be posted on Customer's internet website. Smartsheet agrees to defend, indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the Agreement designated as trade secrets or proprietary information.

8.7   Remedies. The Receiving Party acknowledges that any actual or threatened breach of this Section 8 may cause irreparable, non-monetary injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party is entitled to (but not required to) seek injunctive relief to prevent or mitigate any breaches of this Section 8 with respect to the Disclosing Party's Confidential Information or any damages that may otherwise result from those breaches.

9.   Privacy. Customer acknowledges and agrees that use of the Subscription Service is subject to Smartsheet's privacy practices, which are described in the Privacy Policy, and may be updated from time to time (a current version of which can be found at https://www.smartsheet.com/privacy) ("Privacy Policy"). For the avoidance of doubt, the Privacy Policy details Smartsheet's handling and treatment of Customer Content and Account Information.

10.   Representations and Warranties; Disclaimer.

10.1   Authority Warranty. Each party represents and warrants that it has the necessary authority to enter into this Agreement.

10.2   Limited Warranty for Subscription Service. Smartsheet represents and warrants that the Subscription Service will operate substantially as described in the online product descriptions written or created by Smartsheet and made available on the Site. Customer must notify Smartsheet in writing of any alleged failure by Smartsheet to comply with this warranty within thirty (30) days of Customer's notice of such failure. Upon receipt of such notice, Smartsheet will, within 45 days of notice, either: (a) use commercially reasonable efforts to cure or correct the failure, or (b) terminate the applicable Order and issue a prorated refund for the terminated portion of the Subscription Services. The foregoing sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability for breach of this Section 10.2.

10.3   Limited Warranty for Professional Services. Smartsheet represents and warrants that the Professional Services will be provided in a competent and workmanlike manner in accordance with the Order or SOW, as applicable. Customer must notify Smartsheet in writing of any alleged failure by Smartsheet to comply with this warranty within thirty (30) days following delivery of the Professional Services. Upon receipt of such notice, Smartsheet will either: (a) use commercially reasonable efforts to cure or correct the failure, or (b) terminate the Professional Services and issue a prorated refund for the terminated portion of the Professional Services. The foregoing sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability in connection with this Section 10.3.

10.4   Disclaimer. Customer acknowledges that the Services may experience periods of downtime, including but not limited to scheduled maintenance. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS AGREEMENT, SMARTSHEET MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, AND ANY INFORMATION OR MATERIALS RELATED THERETO OR MADE AVAILABLE THEREFROM, 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 SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. SMARTSHEET MAKES NO REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE THIRD-PARTY APPLICATIONS AND COMMUNITY CONTENT, AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR.

11.   Liability Limitation.

11.1   Exclusion of Consequential and Related Damages; Cap on Damages. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. TO THE

REDACTED VERSION

EXTENT NOT LIMITED BY APPLICABLE LAW, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER OR RIGHTFULLY DUE TO SMARTSHEET UNDER THE ORDER FORM OR SOW TO WHICH THE LIABILITY RELATES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE

11.2   Unlimited Liability. .

11.3   General. Customer acknowledges and agrees that the parties entered into this Agreement in reliance upon the limitations of liability, disclaimer of warranties, and any exclusion of damages included in the Agreement. These provisions represent an allocation of risk between the parties (including the risk that a remedy may fail of its essential purpose and cause consequential loss) which is reflected by the fees for the Services. Customer acknowledges that without these limitations the fee for the Services would be significantly higher. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

12.   Indemnification.

12.1   By Smartsheet. Smartsheet will defend, indemnify, and hold harmless Customer and its members, officers, officials, directors, employees, and agents ("Customer Indemnified Parties") from and against any claims, demands, proceedings, investigations, or suits ("Claims") brought by a third party (a) alleging that Customer's use of the Subscription Service or Work Product in accordance with this Agreement infringes any third party intellectual property rights (each an "Infringement Claim")

. Smartsheet will indemnify and hold harmless Customer Indemnified Parties for any damages, reasonable attorneys' fees, and costs resulting from an Infringement Claim and finally awarded against Customer or agreed to be paid by Customer in a written settlement approved by Smartsheet in writing. Notwithstanding the foregoing, Smartsheet will have no obligation under this Section 12.1 to the extent any alleged infringement arises from: (a) Customer's use of the Subscription Service or Work Product in combination with technology or services not provided by Smartsheet, if the infringement would not have occurred but for such combination; (b) Customer Content; (c) Smartsheet's compliance with designs, specifications, or instructions provided by Customer if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use by Customer after notice by Smartsheet to discontinue use. If Customer is enjoined or otherwise prohibited from using any of the Subscription Service or Work Product or a portion thereof based on an Infringement Claim, then Smartsheet will, at Smartsheet's sole expense and option, either: (i) obtain for Customer the right to use the allegedly infringing portions of the Subscription Service or Work Product; (ii) modify the allegedly infringing portion of the Subscription Service or Work Product so as to render it non-infringing without substantially diminishing or impairing its functionality; or (iii) replace the allegedly infringing portions of the Subscription Service or Work Product with non-infringing items of substantially similar functionality. If Smartsheet determines that the foregoing remedies are not commercially reasonable, then Smartsheet may terminate the applicable Order or SOW and issue a prorated refund of fees prepaid by Customer for the terminated portion of the Initial Term or then-current Renewal Term. This Section 12.1 sets forth Smartsheet's sole liability and Customer's sole and exclusive remedy for any actual or alleged infringement by Smartsheet of any third-party intellectual property rights.

12.2   By Customer. A portion of this section is intentionally omitted The parties acknowledge that Customer is a government entity and cannot increase its legal liability beyond that authorized by the applicable state law. To the extent permitted by applicable law, Customer shall be responsible for any claims of a third party arising out of: (a) the Customer Content; or (b) Customer's use of the Subscription Service or Work Product in violation of this Agreement or applicable law. Customer acknowledges that Smartsheet, its corporate affiliates, and their respective directors, employees, and agents ("Smartsheet Parties") shall not be responsible for any claims of a third party arising out of: (a) the Customer Content; or (b) Customer's use of the Subscription Service or Work Product in violation of this Agreement or applicable law.

12.3   Conditions. The indemnifying party's obligations under this Section 12 are contingent on the indemnified party: (a) promptly providing written notice of the claim to the indemnifying party; (b) giving the indemnifying party primary control of the defense and settlement of the claim (with the understanding that any settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party); and

REDACTED VERSION

(c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. The indemnified party may participate in the defense of the claim at its sole cost and expense. Indemnified party retains final approval of any and all settlements or legal strategies that involve indemnified party's interests.

13. **Insurance.** Smartsheet will, at its expense, procure and maintain commercially reasonable insurance coverage during the Term. Specific information about such insurance coverage will be included in Smartsheet's certificate of insurance, as updated by Smartsheet from time to time (a current version of which can be found at www.smartsheet.com/insurance) ("**Insurance Policy**").

14. **Publicity.** As part of this Agreement, Customer specifically notifies Smartsheet that Smartsheet may not disclose Customer as a customer of Smartsheet without the prior written consent of the Customer's Chief Communications Officer to the proposed disclosure. Similarly, Smartsheet may not use Customer's name and logo on the Site and in Smartsheet's promotional materials without the prior written consent of the Customer's Chief Communications Officer to the proposed disclosure on the Site and in the promotional materials.

15. **Non-Solicitation.** During the Term and for a period of one (1) year thereafter, Customer will not: (a) hire or attempt to hire any of Smartsheet's employees; or (b) solicit, induce, recruit or encourage any of Smartsheet's employees to terminate their relationship with Smartsheet. Notwithstanding the foregoing, Customer will not be precluded from hiring a Smartsheet employee pursuant to a general solicitation of employment (e.g., posting a job opening) not specifically directed at Smartsheet employees.

16. **Federal Government Customers.** Intentionally omitted.

17. **Notices.** Customer may request notification of changes to the Policies via http://www.smartsheet.com/policychanges. Except where this Agreement permits notice via email, all notices provided under this Agreement must be in writing and sent via internationally recognized delivery service or certified U.S. mail. Notices sent via email will be deemed given one (1) business day after being sent; notices sent via any other authorized delivery method will be deemed given five (5) business days after being sent. Notices must be addressed as follows: if to Smartsheet, to Attn: Legal Affairs, 10500 NE 8th Street, Suite 1300, Bellevue WA 98004, and for notices permitted to be sent via email, to legal@smartsheet.com; and, if to Customer, to Attn: General Counsel at the billing address set forth on the Initial Order (and, for non-legal notices permitted to be sent via email, to the SysAdmin email address set forth in the Initial Order).

18. **Assignment.** Either party may assign this Agreement and any Orders or SOWs but only in connection with a merger or similar transaction, or to a company acquiring substantially all of its assets, equity, or business, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement or any Orders or SOWs to a third party without the advance written consent of the other party. This Agreement and any Orders or SOWs will bind and benefit the parties, their successors, and their permitted assigns.

19. **Entire Agreement.** This Agreement and any Orders or SOWs properly executed represent the entire agreement between Smartsheet and Customer with respect to Customer's use of the Services, excluding the Mobile App which is governed by a separate end-user license agreement (a current version of which is available at https://www.smartsheet.com/mobile-eula). In the event of a conflict between the payment terms in this Agreement and any Order or SOW, the payment terms in the Order or SOW will govern and control. In the event of any other conflict between this Agreement and any Order or SOW, this Agreement will govern and control. This Agreement and any Orders or SOWS expressly supersede the following items whether submitted or executed before or after the Subscription Start Date set forth in the applicable Order: (a) any terms or conditions included on or incorporated into a Customer purchase order or similar document; (b) any terms or conditions included on or incorporated into a Customer vendor registration portal or Customer vendor registration form; and (c) any other contemporaneous or prior agreements or commitments regarding the Subscription Service or the other subject matter of this Agreement. For the avoidance of doubt, this Agreement will not supersede any non-disclosure agreement entered into by the parties governing information exchanged prior to the execution of this Agreement or for purposes unrelated to this Agreement. This Agreement and any Orders or SOWs may be modified only in a written amendment or agreement executed by an authorized representative of each party. After submission and acceptance of an Order incorporating this Agreement, and during the electronic provisioning of the Subscription Service, all users will be presented with the requirement to "agree" to a click-through agreement ("**Smartsheet User Agreement**") before their accounts can be successfully provisioned. Notwithstanding any language to the contrary found in the Smartsheet User Agreement, Smartsheet hereby expressly agrees that such Smartsheet User Agreement will be considered null and void with respect to Customer Users and will not supersede this Agreement. Smartsheet also expressly agrees that any end-user agreement governing use of the Training Resources and Community Features by Customer Users will be considered null and void and will not supersede this Agreement.

20. **General.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control. This Agreement and any Orders or SOWs are governed by the laws of the State of Illinois, without regard to its conflicts of law rules for any dispute arising out of this Agreement or any Orders or SOWs. The waiver of any breach of any provision of this Agreement or of any Order or SOW will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement or of any Order or SOW 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 or the relevant Order or SOW 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 or any Order or SOW, the entire Agreement or the relevant Order or SOW is to be held null and void.

21. **Non-Liability of Board Officials:** Smartsheet agrees that no Board member, employee, agent, officer, or official shall be personally charged by Smartsheet or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Smartsheet or any subcontractors.

22. **Inspector General:** Each party to the Agreement acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago (the "Inspector General") has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct off-site investigations, except to the extent that Smartsheet's provision of information would violate its confidentiality obligations to third parties and only as required under 105 ILCS 5/34-13.1.

23. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Smartsheet or, to Smartsheet's knowledge after due inquiry, has or shall have a financial interest, directly or indirectly, in the Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as may be amended, which policy is hereby incorporated by reference into and made a part of the Agreement as if fully set forth herein22.   **Definitions.**

"**Acceptable Use Policy**" has the meaning given in Section 2.3.

"**Account Information**" means personal information about Customer Users provided to Smartsheet in connection with the creation or administration of Customer User accounts. For example, Account Information includes names, email addresses, and other profile information associated with a Customer User account. Account Information does not include aggregate or de-identified information compiled from Account Information that does not identify Customer, any Customer User, or any other individual.

"**Add-Ons**" means optional features and applications developed by Smartsheet and purchased and included as part of Customer's subscription, including Connectors, Premium Apps, and the other Add-Ons indicated in each Order.

"**Affiliates**" has the meaning given in Section 5.4.

"**Collaborator**" means a user with a Smartsheet login invited to access and use a sheet.

"**Community Content**" has the meaning given in Section 4.4.

"**Community Features**" has the meaning given in Section 4.4.

"**Confidential Information**" has the meaning given in Section 8.1.

"**Connector**" means an Add-On developed by Smartsheet that allows for Customer Content to be exported or imported from Customer's account or subscription to a third-party service or application.

"**Customer Content**" means data, information, file attachments, text, images, personally identifiable information, and other content that is (a) uploaded or submitted to the Subscription Service by Customer Users; and/or (b) collected by Customer Users from third parties using "forms" or similar features of the Subscription Service. Customer Content does not include usage, statistical, and technical information related to Customer Content that does not reveal the actual contents of the Customer Content.

"**Customer Indemnified Parties**" has the meaning given in Section 12.1.

"**Customer User**" means, collectively, all (a) Licensed Users; (b) SysAdmins (regardless of whether they are Licensed Users); and (c) any Non-Licensed Users.

"**Disclosing Party**" means the party disclosing Confidential Information to the Receiving Party.

"**Infringement Claim**" has the meaning given in Section 12.1.

"Initial Term" has the meaning given in Section 6.2.

"Insurance Policy" has the meaning given in Section 13.

"Labs Apps" means any pre-release, alpha or "Smartsheet Labs" Apps that Smartsheet may make available to Customer separately from the Subscription Service.

"Licensed User" means a user with certain rights to use the Subscription Service on Customer's behalf. Customer's SysAdmin(s) may designate any user with a registered Smartsheet login as a Licensed User.

"Mobile Application" or "Mobile App" means the mobile application the can be download through the Apple App Store or Google Play Store, which allows Customer Users to access the Subscription Service on their mobile device.

"Non-Licensed User" means a user with a Smartsheet login who (a) is not a Licensed User and (b) accepts an invitation to join Customer's account and have his or her usage managed by Customer's SysAdmin.

"Order" means an order form setting forth commercial details of a subscription to the Subscription Service (including any Add-Ons) and the purchase of associated Professional Services (if any), and incorporating this Agreement by reference.

"Partner Apps" means applications developed and owned by third parties for which Customer purchases a license from Smartsheet under this Agreement and are made available to Customer exclusively in accordance with the terms and conditions of the end user license agreements accompanying them (except that the payment provisions of this Agreement will apply).

"Payment Processor" has the meaning given in Section 5.5.

"Policies" means the Acceptable Use Policy, Privacy Policy, Subscription Limits Policy, and Insurance Policy.

"Premium Apps" means an Add-On developed by Smartsheet that allows for Customer Content to be viewed or manipulated in a separate interface.

"Privacy Policy" has the meaning given in Section 9.

"Professional Services" means implementation, configuration, integration, training, advisory, and other professional services related to the Subscription Service that are specified in an SOW or Order.

"Receiving Party" means the party receiving or accessing Confidential Information of the Disclosing Party.

"Representatives" has the meaning given in Section 8.2.

"Renewal Term" has the meaning given in Section 6.2.

"Reseller" has the meaning given in Section 5.4.

"Site" means Smartsheet's website at http://www.smartsheet.com.

"Smartsheet Indemnified Parties" has the meaning given in Section 12.2.

"Smartsheet User Agreement" has the meaning given in Section 19.

"SOW" means a statement of work or similar document that describes Professional Services, establishes the fees for the Professional Services, references this Agreement, and is executed by an authorized representative of each party.

"Subscription Limits Policy" has the meaning given in Section 2.4.

"Subscription Service" means Smartsheet's internet-delivered work collaboration service.

"SysAdmin" means a user with certain administrative control rights over Customer's subscription plan.

"Term" has the meaning given in Section 6.2.

"Training Resources" means Smartsheet's online training portal and the content therein.

"Work Product" means all software, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written, or created by Smartsheet's personnel in connection with providing the Professional Services.

ACKNOWLEDGED AND AGREED BY CUSTOMER:

ACKOWLEDGED AND AGREED BY SMARTSHEET:

REDACTED VERSION

Name: Mike Arntz

Title: SVP, WW Field Operations

Date: 1/24/2018

By:

By:

Name:

Jonathan Maples,

Title: Chief Procurement Officer

Date: 1/31/2018

17-0911-CPOR-1872

Approved as to Legal form:

Douglas Henning,
Acting General Counsel

REDACTED VERSION
SCHEDULE 1
SECURITY PRACTICES

REDACTED VERSION

REDACTED VERSION

REDACTED VERSION

REDACTED VERSION

This Statement of Work ("SOW") shall be effective as of the date of last signature below (the "Effective Date") and is entered into by and between Smartsheet Inc. ("Smartsheet") and Board of Education of City of Chicago, commonly known as Chicago Public Schools ("CPS" or "Customer"). This SOW is governed by, and hereby incorporates by reference the Services Agreement governing Customer's receipt and/or use of professional services provided by Smartsheet (the "Agreement"). This SOW may not be amended except in writing signed by an authorized representative of each party, including but not limited the Customer's General Counsel. To the extent this SOW conflicts with the Agreement, the Agreement shall control as to any risks, liabilities, or other legal obligations of the parties, and the SOW shall control for the specification of services to be performed. Capitalized terms used but not defined in this SOW have the meanings ascribed to them in the Agreement.

1. CONTACTS

The parties designate the following persons as their respective project managers to manage the performance of Professional Services set forth in this SOW:

		Customer	Smartsheet
Customer Legal Entity Name:		**Board of Education of City of Chicago**	
Primary Contact:	Name:	Chris Peckham	▉
	E-mail:	crpeckham@cps.edu	▉
	Phone:	773-553-2438	▉
Secondary Contact:	Name:	Tina O'Brien	▉
	E-mail:	crobrien@cps.edu	▉
	Phone:	773-553-1795	▉
Billing Information:	Name:		▉
	E-mail:		▉
	Phone:	773-553-2760	▉
	Address:	42 W. Madison St	
	City, State, Zip:	Chicago, IL, 60602	
	Is a Purchase Order required by Customer?	~~Yes~~ No	Project Code: PR-000615 - Chicago Public Schools

2.   BACKGROUND

The Customer is seeking to collaborate with Smartsheet to conduct Remote Consulting activities ("**Consulting**"). Currently, the Customer is encountering a number of challenges including:

Visibility into IT project implementation processes in order to:
- Standardize the project management process to optimize collaboration between project managers and collaborators.
- Increase adoption of project management methodology.

Additionally:
- Inconsistent and delayed project status tracking.
- Lack of clear cross-departmental alignment and buy-in and prioritization.

3. SCOPE OF WORK

Based upon our understanding of the Customer's needs, Smartsheet shall assign up to two (2) Consultants to assist Customer. The parties have agreed upon the following scope for the Consulting:

Customer would like to engage Smartsheet to build an IT PMO Solution ("**Solution**"). Smartsheet will:

1. Conduct discovery into the Customer's entire Solution process.
2. Create a standard intake via web form and approval tracking Sheet.
3. Create a standard set of Sheets to become templates within Smartsheet's proprietary Smartsheet Control Center Application ("**SCC**").
    a. Leverage Smartsheet's best practice templates. Templates shall embody:
        i. Two project template types: compliance and facilities.
        ii. Three project template sizes: small, medium, large.
        iii. Reports for 'assigned to' tasks for collaborators
    b. The templates will not include a list of tasks or specific project information, but will serve as the framework into which projects will be built.
4. Create a standard project roll-up and reporting structure leveraging Reports and Sights.
    a. Specific metrics to be included in project roll-up will be determined during the Plan phase. Metrics shall embody, but are not limited to:
        i. Project name
        ii. Status
        iii. Completion date
    b. Potential Sights include: CIO Sight, IT executive Sight
5. Build a method for deploying new projects leveraging SCC.
6. Migration of up to thirty (30) existing projects over to Smartsheet.

Any items not explicitly listed above shall be out of scope and shall require a separate SOW or an amendment to this SOW. Customer shall have no financial or legal obligation for any additional SOWs, any amendments to this SOW, or any other services that may be provided, unless such document is executed in accordance with the terms of the Agreement.

Smartsheet Inc.
Statement of Work

For the general purposes of conducting the work, Smartsheet's tasks will consist of:

- **Plan**
  - Conduct a kickoff meeting.
  - Conduct an in-depth examination of existing tools and processes.
  - Identify the user roles and their workflow.
  - Identify the input/data required to accomplish the workflow.
  - Identify the output/status/reporting requirements.
  - Identify access permission requirements among the user roles.
  - Identify training requirements.
  - Develop stakeholder analysis.
  - Validate the requirements with the Customer.

  Milestone: Confirm understanding of business / technical requirements

- **Act**
  - Complete high-level design of workflow (objects and processes) to be built under this SOW.
  - Use customer-provided data to create initial proof of concept ("POC").
    - This will include templates with desired fields, layout, and/or calculations.
  - Review and iterate on the POC layout.
  - Provide a completed POC.
  - Provide guidance and documented process steps necessary for Customer to import old / new data into Sheets.
  - Program Sheets, Reports, Sights, etc. to be moved to Customer Workspaces and shared with end users.

  Milestone: Smartsheet completed Solution

- **SCC Configuration**
  - Build the SCC configuration file.
  - Build two (2) SCC Solution package tiles for 'ITS Projects' & 'Special Projects'.

- **Optimize**
  - Finalize any revisions to the Solution.
  - Provide post-implementation process feedback checkpoints.
  - Transfer Sheets, Reports, Sights, etc. into Customer Workspaces.
  - Prepare presentation of the Solution, as well as the Observation and Recommendations report, for close-out meeting with Customer sponsor and executive leadership.
  - Conduct training.
  - Deliver training collateral and the final version of the Solution to Customer.
  - Establish a health check schedule.

- **Maintain**
  - Four (4) weeks of weekly health checks, not to exceed three (3) hours per week.
    - i. Adjustments to Solution as needed
    - ii. Rollout/deployment support, as needed

4. CUSTOMER RESPONSIBILITIES

In order to meet the obligations of this work effort and to achieve the desired results, Customer accepts the following responsibilities in respect of the project:

Smartsheet Inc.
Statement of Work

- Maintain senior management sponsorship for the Consulting.
- Provide timely access to appropriate personnel for interviewing and review.
- Maintain overall responsibility for management decisions concerning the Consulting, and retain ultimate responsibility for policy decisions.
- Provide ongoing direction regarding scope and objectives.
- Timely review of Smartsheet work product and/or deliverables.
- Communicate project expectations and timelines to the system/process owners.
- Facilitate contact identification, secure meetings and cooperation with key contacts as needed.
- Upon request, provide prompt management decisions, approvals, acceptance and such other information and assistance desired or required by Smartsheet to perform its obligations.

5. DELIVERABLES

In addition to the Observations and Recommendations report, Smartsheet shall deliver to Customer:

- Up to ten (10) templates (i.e., Sheets)*
- Up to five (5) Reports*
- Up to three (3) Sights*
- One (1) SCC configuration file for one (1) Solution package
- Two (2) Solution package tiles within SCC
- Training collateral
- Access to SCC

Exact number of Sheets, Reports, & Sights will be determined during the Plan Phase.

For the avoidance of doubt, as part of this Agreement Customer is obtaining a subscription to SCC, and the applicable Premium Apps, Add-Ons (Sights), or Connectors in order to receive the applicable customized deliverables described above. If Customer's subscription has a limit on the number of Sheets, Reports or Sights available to Customer, Customer is responsible for ensuring that there is adequate capacity within those limits for Smartsheet to provide the items above or Customer will be required to purchase additional capacity (via a separate order).

6. SCHEDULE

This SOW shall commence on the Effective Date and, unless sooner terminated under the provisions of the Agreement, shall remain in full force and effect until the earlier of (i) project completion or (ii) ninety (90) calendar days from the Effective Date.
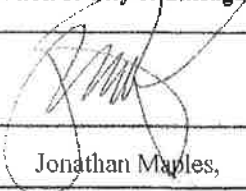
7. FEES AND INVOICES

The fees for this SOW shall be as set forth in the table below. Customer shall not be invoiced for any fees above the estimate below without a change order or amendment to this SOW. Smartsheet shall invoice Customer upon the Effective Date for Fixed Fees, and payment will be required before Smartsheet will perform Consulting under this SOW. The Weekly Hours shall expire at the end of each calendar period, and any unused hours will not roll over to the next period. For Time & Materials Fees, Smartsheet shall invoice Customer monthly for actual hours worked in the previous month, and Customer shall pay all invoices in accordance with the Agreement.

Smartsheet Inc.
Statement of Work

Scope of Work Phase	Resource Type	Quantity (Each or Estimated Hours per Resource)	Unit Price (Each or Hourly Rate)	Total (USD)
Discovery	Sr. Consultant			
	Consultants			
Plan	Sr. Consultant			
	Consultants			
Act	Sr. Consultant			
	Consultants			
Optimize	Sr. Consultants			
			Total Estimated Fees	

Scope of Work Phase	Resource Type	Weekly Hours	Number of Weeks	Hourly Rate	Total (USD)
Maintain	Consultant				
				Total Fixed Fees	

	Total Estimated Fees	$36,900.00

ACCEPTED AND AGREED:

SMARTSHEET INC.		Board of Education of City of Chicago	
By:	*(signature)*	By:	*(signature)*
Name:	Stephen Branstetter	Name:	Jonathan Maples,
Title:	VP Success & Services	Title:	Chief Procurement Officer
Date:	1/24/18	Date:	1/31/2018

Smartsheet Inc.
Statement of Work