

Retain, search, review and produce business mobile text messages



Employees are now using mobile phones for business communications just as much, if not more than, their desk phones. At the same time, firms in the financial services industry have the responsibility of making sure the processes they have in place to meet compliance requirements extend into their mobile environment.

Firms subject to SEC and FINRA rules must comply with books and records requirements to capture and archive text messages (e.g., SEC Rule 17a-4 and FINRA Rule 4511).

Many of those firms have already transitioned key business processes to leverage the

productivity benefits of text messaging (e.g. Brokers texting with their clients or others in a financial services firm when an immediate response is needed) and are now facing the related challenges of meeting these regulatory requirements for this increasingly popular form of electronic communication.

Potential Benefits

- An enterprise-class text message archiving solution
- Quick and simple activation: Network-based service, device agnostic with no need to install or manage mobile applications
- Helps meet specific financial services regulatory requirements where retention and review of text messages is required
- No change in subscriber behavior needed for message archiving; no mobile app installation, authorized users of the service automatically have their messages archived, with retention parameters set by the enterprise
- Helps institute internal company compliance policies regarding use of mobile communications in the workplace with options for active supervision and review of messages
- Archiving of additional digital message types such as email, IM, web and social media is available from Smarsh

The Archiving Platform™ from Smarsh®



The Archiving Platform from Smarsh can help you stay compliant with the requirements for electronic communications and respond effectively should you need to produce specific messages as part of a regulatory audit or examination. It enables you to actively manage, archive, audit, supervise and review your business' use of text messaging for business purposes.

Network-based solution

This solution automatically captures text messages and retains them in a "search-ready" state to help customers meet their regulatory compliance needs. All text messages sent from or terminating to a provisioned AT&T corporate mobile phone, are temporarily stored by the network and then automatically forwarded to The Archiving Platform from Smarsh where they are ingested, indexed and immutably retained providing on-demand retrieval when needed and pro-active message review capabilities. The solution currently supports AT&T and Verizon corporate mobile phones, with additional US carriers planned for 2H 2017.

No Changes to User Behavior

Gaining user acceptance for any new solution can be a challenge. In fact, recording applications that reside on a device are more likely to be bypassed if they require extra logins for users that could interrupt calls or disrupt their normal, familiar workflow with additional tasks.

With The Archiving Platform from Smarsh mobile message archiving solution:

- Corporate device users send and receive messages in the usual way, using their own mobile phone number and the covered wireless network
- Automated storage, retention rules and policy-driven processes require minimal user intervention
- Message capture, storage and forwarding takes place within the carrier network and helps avoid re-routing and connection time delays that can frustrate users and customers



Archiving Features

- Automatically captures text messages and attachments on provisioned subscribed corporate mobile phones
- Messages are captured and retained even when roaming
- Messages are indexed and stored in a "search-ready" state in the Smarsh platform where they can be quickly and easily produced when needed
- **Lightning-fast search:** The Archiving Platform supports universal, saved and proximity searches across people, dates, files and message content.
- **Advanced Admin & Reporting:** Use features built for enterprises to manage users, identifiers and profiles, groups, roles and enhanced security
- **User-centric UX and UI design**
- **Also available from Smarsh:**
 - **Effective Policy Engine:** Purpose-built for automated message classification and integrations with advanced supervision and discovery workflows. The policy engine will route messages to specifically defined queues based on the nature of the potential violation – e.g. a message containing a potential Anti Money Laundering (AML) violation would be routed to an AML queue for review by an individual with AML expertise and knowledge.
 - **Available Add-on Modules:** Add specialized Supervision and Discovery workflows to extend the capabilities of The Archiving Platform to meet advanced compliance-driven message review requirements and to leverage archived data for legal purposes with extended case management and faceted search functionality.

Helps you meet compliance requirements

The truth is, you can't always depend upon your personnel to conduct business in a way that fully supports your compliance initiatives. For example, if an archiving application resides on users' devices, they may either forget to turn the function on, or they may opt to turn it off, potentially violating your firm's compliance policies and regulatory requirements.

To implement a program that helps you comply with regulations that require the capture, storage and timely retrieval of messages, this solution:

- Automatically captures originating and terminating SMS and MMS messages for provisioned users who are on the networks of AT&T and other participating carriers
- Allows you, and not the corporate device user, to maintain control over what is captured
- Sends message files and related metadata to your instance of The Archiving Platform from Smarsh
- Allows you to supervise the content of messages as they are ingested and indexed in the Smarsh platform
- Enables you to centralize archiving of stored text message data to quickly retrieve, select and produce messages when needed
- Complements AT&T's Mobile Call Recording (MCR) solution

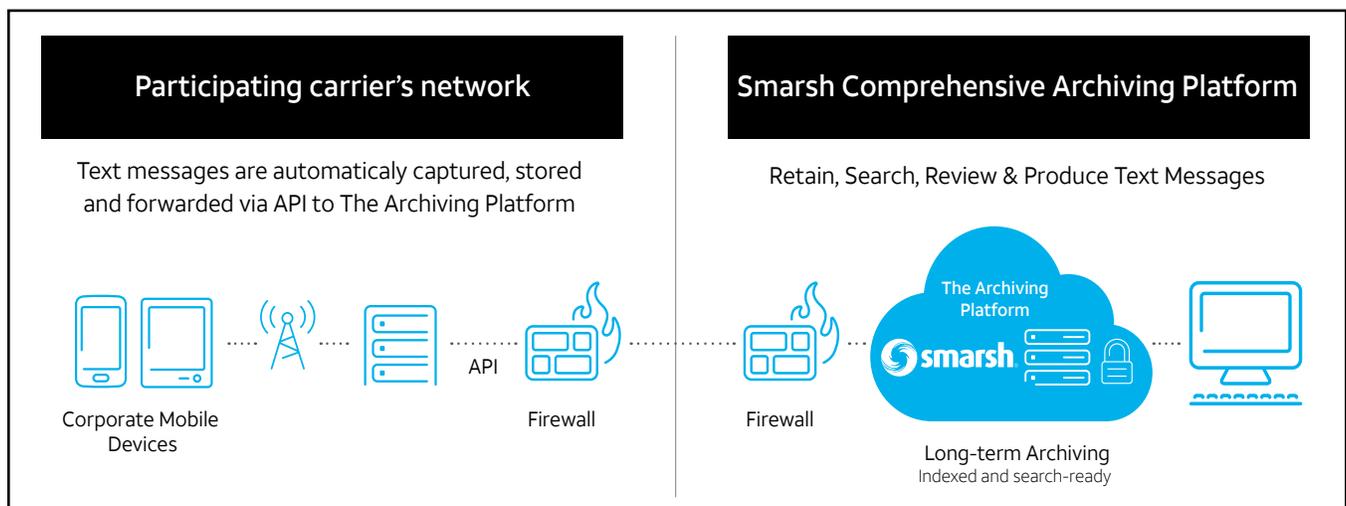
Depend on enterprise-class services

Why rely on a device, application or users for message storage? With the AT&T Network and The Archiving Platform from Smarsh, we can help you extend and expand message archiving services to employees across the enterprise.

From the built-in wireless connections that enable message storage, to the highly secure and reliable technology infrastructure that support them, AT&T can be your single provider for enterprise-class mobile message storage services you can depend on.

How it works

The company admin provides consent to use the service and AT&T enables the solution to be applied on the selected AT&T corporate mobile phones. Then, all corporate text messages that originate from or terminate to these phones are automatically stored on the AT&T Mobility network before being forwarded to the Smarsh platform, where they are retained in a "search-ready" state alongside all other archived electronic communications (e.g. email, social media, web, IM, etc.). Similarly, the other participating US carriers enable archiving on their respective networks. The Archiving Platform from Smarsh then aggregates all messages on a single corporate web portal view, enabling a multi-carrier solution.



Pricing

- \$8 per device per month
- No upfront costs
- Same price for all covered users
- No storage limit

The Archiving Platform from Smarsh at Work

- **Comply** - Use this solution as part of your program to help comply with specific financial services industry regulations for mobile message content and retention
- **Verify** - Financial companies can use it to reconstruct and verify trades and other transactions with customers.
- **Audit** - Retain message conversations with customers and between your firm's employees to monitor and document performance and identify areas for improvement.
- **Train** - Use examples of archived messages from seasoned and successful personnel to guide new workers in creating positive, best practice interactions that support your customer service initiatives and corporate compliance policies.
- **Mobilize** - Enable personnel to take full advantage of mobile communications outside the confines of the office, while still maintaining proper governance and retention of the content they send and receive to meet regulatory requirements
- **Resolve** - Get to the bottom of complaints or flagged potential compliance violations with a complete record of messages to help resolve issues more quickly and create a documented audit trail of discussions about disputes and the remedial actions taken by your firm to address non-compliant text message usage and content – highly valuable during regulatory examinations
- **Supervise** - Enable on-going monitoring and review of company messaging traffic. Allows firms to evaluate individuals and team performance. Quickly identify messages that may pose compliance risk with a policy-driven automated process and queue-based review workflow featuring escalation to specific compliance resources for final message disposition.
- **Report** - Quickly and easily retrieve specific messages and documented review details to satisfy regulator requests during examinations and audits

Important Information

General - The Archiving Platform from Smarsh, as described in this sales information (the "Solution") is available to customers with a qualified AT&T business or government agreement ("Enterprise Agreement") and a Billing Account Number ("BAN") and an associated cellular telephone number ("CTN"). The Solution may only be used for Messages sent to or received by the devices of Customer's Customer Responsibility Users ("CSRs"). The Solution is subject to (a) the Smarsh End User License Agreement ("EULA") and Smarsh Services Agreement for AT&T found at: www.smarsh.com/legal (b) the Qualified Agreement; and (c) applicable Sales Information. Any service discounts, equipment discounts, and/or other discounts set forth in the Qualified Agreement do not apply to the Solution. The Solution may not be available for purchase in all sales channels or in all areas and may not be accessible at all times. The Solution requires Internet access, for which Customer is solely responsible. The Solution may also require additional, software, hardware, services and/or network connections. Availability, accessibility, security, delivery, speed, timeliness, accuracy and reliability are not guaranteed by AT&T. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Not all device types are supported. Check with your Sales representative for excluded device types. Additional fees, charges, taxes and other restrictions may apply. Offer subject to change.

Emergency Notification/Personal Health Information - The Solution must not be used as the primary or sole method of storing Messages that contain information that is essential to the protection of life or property. First responders should not rely on the Solution for such situations. Customer may not use the Solution to store Protected Health Information ("PHI").

Requirements - The Solution requires Internet access, for which customer is solely responsible. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer.

AT&T Messages - Customer is solely responsible for the content of all AT&T Messages Customer stores using the Solution ("AT&T Messages"). AT&T has no responsibility for the accuracy, completeness, safety, reliability, timeliness, innocuousness, legality or applicability of any Message and related information, including metadata (collectively "Content"). AT&T Messages may not be successfully downloaded for reasons such as the device not working properly, being switched off or out of range, or the storage medium having insufficient message storage space. AT&T Messages are deemed to have been delivered when they are delivered to the immediate destination, including mobile telephone networks, or any other intermediary server /API that is designated as the point of delivery for the AT&T Message. Delivery on behalf of mobile carriers is not guaranteed. Messages stored using the Solution will be retained for a period of up to seven (7) years and as long

as Customer remains an AT&T customer and a customer of the Solution. The actual retention period (up to 7 years) will be set by Customer, and Customer may also download and store the AT&T Messages for as long as it wishes. As between AT&T and Customer, all AT&T Messages are Customer's information, to which AT&T makes no claim of ownership. Each Carrier is individually and solely responsible for the handling of its own Content. AT&T disclaims all responsibility and liability with regard to the transmission, storage, access to or use of other Carriers' Content.

Other Carriers' Messages - The terms and conditions relating to Customer's use of the Solution with other carriers' Content are subject to such other carriers' terms and conditions. AT&T has no access to other carriers' Content that is stored as part of the Solution. Support for other carriers' Content is provided solely by the applicable carrier.

Disclaimers - Rich Communications Services ("RCS") messages between RCS-enabled devices are not archived. Availability, accessibility, security, delivery, speed, timeliness, accuracy and reliability are not guaranteed by AT&T. AT&T and its suppliers disclaim all Service Level Agreements (SLAs) or guarantees with respect to the performance of the Solution. The delivery time of Messages to the Service Portal is dependent upon the conditions prevailing at the time of submission, and the actual delivery and/or delivery of Messages within a specific period of time are not guaranteed. AT&T and its suppliers disclaim any warranty, express or implied, that customer's use of the Solution will meet Customer's requirements, that use of the Solution will be uninterrupted, timely, secure or free from error, or that any information customer obtains as a result of using the service will be accurate or reliable. As between AT&T and Customer, the Solution is provided on an "AS IS" and "as available" basis, and Customer's use of the service is at its sole risk. AT&T further disclaims all liability related to or arising out of Customer's use of the Solution, and AT&T disclaims all liability or responsibility for third party claims of infringement relating to Customer's use of the Solution.

Customer Responsibilities - Customer is responsible for managing, maintaining and securing information about individual recipients and group distribution lists used in connection with the Solution. Customer is solely responsible for ensuring the accuracy of phone numbers entered into the Solution's address book and group distribution lists, and Customer is responsible for removing any unwanted phone numbers from the Solution's address book and group distribution lists. Customer must inform users that Messages may be retained regardless of whether they have been deleted by individual Users and the period of time that Customer will retain the Messages. Customer is solely responsible for all uses of the Solution by its users, and Customer shall indemnify and hold harmless AT&T against all claims arising from or related to its and its users' use of the Solution. If Customer is in breach of any terms or conditions hereof or the Enterprise Agreement, then in addition to any other remedies set forth in the Enterprise

Agreement, AT&T may refuse new activation requests and/or modify or terminate Customer's use of the Solution. Customer may only access the Solution via the interface purchased and by no other means. Customer may not access (or attempt to access) the Solution through any automated means (including use of any scripts, web crawlers spiders, robots, site/search retrieval application) especially for the creation of user accounts. The EULA and Smarsh Customer Terms must be accepted before Customer's first use of the service. If Customer or a User does not accept those terms, Customer must not use the service. Customer must accept the EULA and Smarsh Customer Terms as the party liable for each User and agrees that its Users will comply with the obligations thereunder. Customer and its Users are individually and jointly liable under the Smarsh Services Agreement for AT&T. Customer is solely responsible for safeguarding its access to the Solution. Customer must take all reasonable steps to ensure that Customer's passwords, and username(s) are not disclosed to unauthorized third parties or compromised in any way. Further, Customer is solely responsible for all activities that occur in connection with its account. If Customer becomes aware of any unauthorized use of its password(s) or of its account, Customer must immediately notify AT&T Customer Care at 866-563-4703 or via use of the Support link on the Service Portal.

Reservations - AT&T reserves the right to suspend and/or terminate Customer's use of the Solution for any reason at any time without notice and will have no liability to Customer or any third party for doing so. AT&T reserves the right to conduct work at a remote location or use, in AT&T's sole discretion, employees, contractors or suppliers located outside the United States to perform work in connection with or in support of the Solution.

Data Privacy - Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third-parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the service. As used herein, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its Users. Customer is responsible for providing Users with clear

notice of AT&T's and Customer's collection and use of Customer Personal Data obtained via the Solution and for obtaining Users' consent to that collection and use. Customer may satisfy its notification requirements as to AT&T by advising Users in writing that AT&T and its suppliers may collect and use Customer Personal Data by providing for User review the relevant links to the Product Brief or other sales information that describes the Solution and to AT&T's Privacy Policy at www.att.com/privacy.

AT&T Wireless Terms and Conditions for Access to Archived Messages - AT&T values its Customers' privacy, and AT&T will not release a Customer's Messages or Content to a third-party without the Customer's consent. Customers that wish to purchase the Solution must agree to accept the AT&T Wireless Terms and Conditions for Access to Archived Messages found at: <http://www.smarsh.com/wp-content/uploads/ATTTextServiceTerms.pdf> before AT&T will release its Messages and Content for use with the Solution.

Messages, Privacy and SPAM - AT&T is a strong supporter of a SPAM-free communication environment. Any account found to be using the Solution for SPAM may be suspended without notice, and Message volume will be throttled on accounts deemed to be sending SPAM messages. If customers knows of or suspect any violators, please notify AT&T immediately at

mobilityabuse@att.com or deliver an SMS message to 7726. Notwithstanding AT&T's anti-SPAM commitment and procedures, it is customer's responsibility to comply with all applicable SPAM and privacy regulations and guidelines in each jurisdiction where messages are transmitted, distributed or received. Customer may not use the Solution to store any communication that would violate any applicable federal, state or local law, court order or regulation, including but not limited to the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), the rules governing the DoNotCall Registry, currently found at www.donotcall.gov, and the CAN-SPAM Act. Use of the Solution is subject to the AT&T Acceptable Use Policy, which can be found at <http://www.att.com/aup>. Customer and its users must cooperate with AT&T and/or governmental authorities in investigations alleging a violation or prohibited use of the Solution.

Exclusive Remedy - Customer's sole and exclusive remedy against AT&T for any damages, losses, claims, costs and expenses arising out of or relating to use of the Solution will be termination of service.