

**Box, Inc.**  
**4440 El Camino Real**  
**Los Altos CA 94022**  
**<https://www.box.com>**

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements**  
**(for U.S. Government End Users)**  
**Version 20160504**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

- (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
- (d) **Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) **Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## BOX SERVICE AGREEMENT

(Web terms v.050912)

This Box Service Agreement (this “**Agreement**”) contains the terms and conditions that govern the access and use of the Box Service (as defined below) and is entered into by and between Box, Inc. (“**Box**”) and the customer (“**Customer**”) identified in the corresponding Box Service order (“**Order**”) referencing this Agreement. Box and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

This Agreement is effective and Customer agrees to be bound by its terms when Customer either first accesses the Box Service or upon the first Order Effective Date (defined below), whichever occurs first (“**Agreement Effective Date**”). If the person entering into this Agreement is doing so on behalf of a legal entity, such person represents that it has the legal authority to bind such legal entity to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### Section 1. Definitions

When used in this Agreement with initial letters capitalized, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

“**Account(s)**” means all End User Content storage account(s) created by the End User for itself or on behalf of Customer (including accounts created by or for its Administrators, Managed Users, or External Users) within the Box Service.

“**Administrator(s)**” means the person(s) designated by Customer to have a Managed User Account with the authority to utilize the Administrative Console to create and manage Accounts associated with Customer.

“**Administrative Console**” means the functionality for managing user access, security and other administrative functionality for Accounts associated with the Box Service provided to Customer.

“**API**” means the application programming interface used by Customer to access certain enterprise functionality provided by the Box Service.

“**Box Service**” means the hosted storage solution provided by Box that permits End User access to online Content storage, sharing and processing, including, individually and collectively, the API, the Box Software and any Documentation.

“**Box Software**” means software that allows an End User to use certain functionality in connection with certain features of the Box Service that is provided by Box either for installation on a Customer’s or an End User’s device or that is otherwise accessed by End Users from the Customer’s or End User’s software, hardware or other devices.

“**Content**” means electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by Customer using the Box Service.

“**Customer Domain**” means all email and/or web addresses registered, owned or controlled by Customer, its affiliates and/or agents and used by one or more End Users to register an Account.

“**Documentation**” means Box’s then current published written or electronic documentation specifying the functionality of the Box Service and made generally available by Box to its customers or its end users.

“**End User(s)**” means, collectively, any person who is permitted to access, store, retrieve or manage Content in any Account, including any Administrator, Managed User or External User.

“**External User(s)**” means an End User who is permitted to access, store, retrieve or manage Content with a Managed User of the Customer, and is not in the same domain(s) as Customer.

“**Fee(s)**” means the amounts payable to Box as specified in the applicable Order.

“**Initial Term**” has the meaning set forth in Section 10.1.

“**Malware**” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros.

“**Managed User(s)**” means an End User who is permitted to access, store, retrieve or manage Content as provided by the Customer, and is associated with the Customer’s Domain(s).

“**Order**” means a Box quote accompanied by a purchase order or other ordering document issued by Customer to Box under this Agreement or to a Box authorized reseller that is accepted and provisioned by Box as set forth in Section 2.2.

**"Policies"** means the then-current Box privacy policy ("Privacy Policy") found at <https://www.box.com/static/html/privacy.html>, Box terms of service applicable to External Users ("Terms of Service") found at <https://www.box.com/static/html/terms.html>, and any other policy or terms applicable to the Box Service that are available at the Site.

**"Premier Support Credit"** means the Premier support credits set forth in Exhibit B, if any, that Customer subscribed to and paid for as specified in the applicable Order.

**"Service Level Commitments"** means the service level commitments set forth in Exhibit B, if any, that Customer subscribed to and paid for as specified in the applicable Order.

**"Site"** means any websites owned or operated by Box, including those located at [www.box.com](http://www.box.com).

**"SLC Credit"** has the meaning set forth in Exhibit B.

**"Subscription Term"** has the meaning set forth in Section 2.3.

**"Term"** has the meaning set forth in Section 10.2.

## **Section 2. Access and Use of the Box Service**

**2.1 Access Grant.** Subject to Customer's continued compliance with the obligations of this Agreement, including the timely payment of all applicable Fees, Box hereby grants Customer the non-exclusive right during the Term to: (a) allow End Users designated as Administrators to access and use the Administrative Console to create and administer Accounts registered to Customer; (b) allow Managed Users and External Users to store, retrieve, and share Content through the Box Service in accordance with the Documentation solely through any Account registered to Customer; and (c) make a reasonable number of copies of the API, the Box Software and any Documentation Box directly makes available to Customer, if any, and distribute and use such copies solely for Customer's own internal business purposes to support the use of the Box Service by End Users.

**2.2 Orders; Delivery.** Customer may from time to time place Orders for the Box Service, each subject to acceptance and provisioning by Box. Orders will be deemed accepted by Box when the requested access to the Box Service has been provisioned by Box or when Box otherwise informs Customer of Box's acceptance of such Order, whichever is earlier ("**Order Effective Date**"). Unless otherwise specified in an Order and subject to Customer's payment of Fees, Box will deliver to Customer, within 5 business days after the Effective Date, a copy of the passwords and usernames for the Administrator(s) to manage Customer's use of the Box Service under this Agreement.

**2.3 Subscription Term; Access for Retrieval of Content.** Each Order will commence on the corresponding Order Effective Date and continue for the period specified therein, or if no such period is specified, on an annual basis ("**Subscription Term**").

**2.4 Upgrade Option.** During the Term, Box may from time to time provide Customer with the right to obtain access for additional End Users, or features and functionality ("**Box Service Upgrade**") at pricing and terms to be mutually agreed upon by the Parties. Fees for such upgrades will be invoiced to Customer, prorated on an annual basis to be coterminous with the applicable Order.

**2.5 Restrictions on Use of the Box Service.** Customer will ensure that its End User's comply with Customer's obligations under this Agreement. Customer will not and will ensure that its End Users do not: (a) use the Box Service in any manner or for any purpose other than as expressly permitted by this Agreement, (b) sell, lend, rent, resell, lease, or sublicense the Box Service to any third party; (c) modify, alter, tamper with, repair or otherwise create derivative works of any software used to provide the Box Service; (d) reverse engineer, disassemble or decompile the Box Service, or attempt to derive source code from the Box Service; (e) remove, obscure or alter any proprietary right notice related to the Box Service; (f) use the Box Service to send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages; (g) store or transmit Content: (1) that is illegal to store or transmit; (2) containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material, (3) containing any material that encourages conduct that could constitute a criminal offense, (4) that violates the intellectual property rights or rights to the publicity or privacy of others, or (5) that contains Malicious Code; (h) interfere with or disrupt servers, networks or other equipment connected to or used to support the Box Service or other Box's users' access to the same, or violate the regulations, policies or procedures of such networks; (i) access or attempt to access other accounts hosted by the Box Service or other computer systems or networks not covered by this Agreement, for which it does not have permission, through password mining or any other means; and (j) access or use the Box Service in a way intended to avoid incurring fees or hiding usage that exceeds usage limits or quotas if any.

**2.6 Suspension of Service.** The Box Service is subject to bandwidth and/or storage capacity limits as additionally specified in the applicable Box quote. Without limiting any other remedies under this Agreement if Customer exceeds the applicable bandwidth or storage capacity limit, reasonable restrictions will be placed on Customer's Account until any such excess usage is mitigated or eliminated by Customer. Box reserves the right, at any time and in Box's reasonable discretion, to temporarily suspend Customer's or an End User's access to the Box Service due to: (a) Scheduled Downtime and Recurring Downtime (as defined in Exhibit B); (b) unplanned technical problems and outages; (c) inordinate burden on Box's system resources resulting from capacity or usage of the Box Service by Customer or its End Users (e.g. exceeding 1TB bandwidth per End User per month); (d) the suspicion or detection of any Malware or other malicious activity in Customer's or an End User's use of the Box Service; and (e) violation of any Policy (which are hereby incorporated into this Agreement by reference) or other obligation by Customer or any of its End Users under this Agreement. If, in Box's reasonable determination, the suspension might be indefinite and/or Box has elected to terminate Customer's or an End User's access to the Box Service or the Account pursuant to Subsections (c), (d) or (e) hereinabove, Box will notify Customer through the Box Service as soon as reasonably possible. Any such suspensions based on repairs, technical problems, outages or maintenance services will be subject to the Service Level Commitments if any purchased by Customer.

**2.7 Updates to the Service.** Notwithstanding anything to the contrary in this Agreement or the Service Level Commitments, Box reserves the right, in its sole discretion, to make necessary unscheduled deployments of updates or enhancements to the Box Service at any time. Customer acknowledges and understands that during and following such deployments, certain functionality of or relating to the Box Service may be unavailable and outages may occur.

**Section 3. Non-Box Applications and Services.** Any third-party applications and/or services ("**Third-party Products**") made available through the Box Service are solely for the convenience of Box's customers. Box makes no warranties of any kind and assumes no liability whatsoever for Customer's use of such Third-party Products.

#### **Section 4. Content Security; Data Privacy**

**4.1 Security.** Without limiting Section 11.4 (Disclaimer of Warranties) or Customer's obligations under Section 5 or this Section 4, Box will implement commercially reasonable administrative, physical, and technical measures including disaster recovery procedures designed to secure the Content against accidental or unlawful loss, access or disclosure. Box will maintain at a minimum SAS 70 Type II or SSAE 16 report compliance audit documentation or its equivalent during the Term and will provide a copy to Customer once per year during the Term upon prior written request. Box has no liability to Customer or any third party for any reason as a result of any unauthorized disclosure or access to Customer's Account or Content as a result of Customer's misuse, loss or the theft of any End User password or username.

**4.2 Content and Data in the United States.** The Box Service is provided from the United States. By using and accessing the Box Service, Customer agrees and acknowledges that the Content and any other personal information will be stored and processed in the United States. Box reserves the right to store and process personal information outside of the United States, and will use commercially reasonable efforts to provide Customer with at least 30 days notice of any such changes in the processing location.

**4.3 Data Privacy.** The then current Privacy Policy identifies how Box collects, uses and discloses, on a limited basis, personal information solely of End Users.

#### **Section 5. Customer Responsibilities**

**5.1 Establishment of Accounts.** Customer will comply with the procedures set forth in Exhibit A in establishing and maintaining Accounts. Customer will promptly appoint an Administrator for the Management Console. Box will initially provide the necessary passwords or other unique identifiers to the Administrator to access the Management Console. As between the Administrator and Box, the Administrator will be solely responsible for the assignment and management of Accounts.

**5.2 Managed Users.** Customer will have the right to appoint a Managed User for each Account established through the Management Console. As between the Administrator and Box, the Administrator will be responsible for providing the necessary passwords to permit Managed Users to access and use the Box Service. Customer will ensure that all Managed Users do not share any password with any other person or permit any other person to log on as such Managed User. In the event of termination or withdrawal of a Managed User, Customer may reassign the Account to a new Managed User, at no additional cost, subject to the terms of his Agreement.

**5.3 Content.** Customer will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with the Policies and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content; (d) promptly handle and resolve any notices sent to Customer by any person claiming that any Content violates any person's rights, including take-down

notices pursuant to the Digital Millennium Copyright Act and any other notices; and (e) maintain appropriate security, protection and backup copies of the Content, which may include the use of encryption technology to protect the Content from unauthorized access, and/or routine archiving of the Content. Box will have no liability of any kind as a result of Customer's deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

**5.4 Notification of Unauthorized Use.** Customer will immediately notify Box in writing of any unauthorized use of any Account, Content or the Box Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access to the Box Service directly or indirectly through Customer or through any End Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Box with such cooperation and assistance related to any such unauthorized use as Box may reasonably request.

## **Section 6. Box Obligations**

**6.1 Support Services.** Subject to payment of the corresponding Fees where applicable, Box will provide the support services ("Support Services") specified in the applicable Order as provided for in Exhibit B (Service Level Commitments and Support Services). Upon Box's request, Customer will provide Box with remote access to Customer's computer systems as reasonably required for Box to perform any Support Services and other obligations provided for under this Agreement, such as by VPN connection or other means.

**6.2 Service Level Commitments.** Box will use commercially reasonable efforts to meet the Service Level Commitments for the Box Service as specified on Exhibit B, if Customer has subscribed to and paid for the Service Level Commitments under the applicable Order. The sole and exclusive remedy for any breach of any Service Level Commitment or any other performance obligation concerning the Box Service is set forth in Exhibit B.

## **Section 7. Proprietary Rights**

**7.1 Content Ownership by Customer.** As between Customer and Box, Customer or its licensors own all right, title and interest in and to the Content. Customer hereby grants Box the right to transmit, use or disclose the Content solely to provide the Box Service to Customer or any End User or to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

**7.2 Ownership of Box Service by Box.** As between Box and Customer, Box or its licensors own and reserve all right, title and interest in and to the Box Service and all hardware, software and other items used to provide the Box Service, other than the rights explicitly granted to Customer in Section 2 to use the Box Service. No title to or ownership of any proprietary rights related to the Box Service is transferred to Customer or any End User pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to Customer are reserved by Box. In the event that Customer provides comments, suggestions and recommendations to Box with respect to the Box Service (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes to the Box Service) (collectively, "**Feedback**"), Customer hereby grants Box a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Box Service.

## **Section 8. Government Users**

If Customer is a U.S. government entity, Customer acknowledges that elements of the Box Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

## **Section 9. Fees and Payment**

**9.1 Fees.** Customer will pay all Fees set forth on all Orders under this Agreement. In the event that the Parties mutually agree in writing to any extension of a Subscription Term or the provisioning of a Box Service Upgrade, Customer will pay Box the then-current list price for such extension or Box Service Upgrade, unless otherwise mutually agreed in writing by the Parties. Subject to any credits or refunds applicable to any Service Level Commitments hereunder, if any, all Fees are nonrefundable. All Fees and other amounts specified in this Agreement are payable in United States Dollars. The Fees for Service are set forth in the applicable Order. Box, may, from time to time, in its sole discretion, change the Fees it charges for the Box Service. Any increase in the Fees will take effect at the beginning of Customer's next Subscription Term, or such later date as may be specified in the applicable Order.

**9.2 Invoicing and Payment Terms.** Unless otherwise specified in the applicable Order, Customer will pay all Fees within 30 days of the date of the applicable invoice issued by Box. In the event Customer disputes any invoiced Fees, Customer will provide written notice of the disputed amount within 30 days after receiving such invoice and timely pay any undisputed portion of such invoice. The Parties will cooperate in good faith to resolve any disputed invoice or portion thereof within 30

days of notice of dispute. All amounts payable by Customer under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Customer will promptly reimburse Box for any cost or expense incurred in connection with any collection efforts undertaken by Box in connection with any past due amount owed under this Agreement. At Box's discretion, past due amounts may accrue a late fee equal to the lesser of 1.5% per month, or the maximum amount allowed by applicable law.

**9.3 Taxes.** Fees are exclusive of Taxes; and, Customer will promptly pay or reimburse Box for all Taxes arising out of this Agreement. For purposes of this Agreement, "Taxes" means any sales, use and other taxes (other than taxes on Box's income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If Customer is required to pay or withhold any Tax in respect of any payments due to Box hereunder, Customer will gross up payments actually made such that Box receives sums due hereunder in full and free of any deduction for any such Tax. Customer hereby confirms that Box can rely on the ship-to name and address set forth in the Order(s) Customer places directly with Box as being the place of supply for sales tax purposes. If Customer is legally entitled to an exemption from the payment of any Taxes, Customer will promptly provide Box with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption. Unless otherwise prohibited by law, Box will apply the benefits of any requested tax exemption to charges occurring under Customer's Account after the date Box receives and reasonably processes such tax exemption certificates.

**9.4 Purchases Through Authorized Box Resellers.** The terms of this Agreement related to pricing, payment or Taxes do not apply to any Customer Orders placed through authorized Box reseller ("Box Reseller") where Customer pays the applicable fees directly to such Box Reseller. Customer will establish such terms independently with the Box Reseller.

## **Section 10. Term and Termination**

**10.1 Term of Agreement.** This Agreement will commence on the Agreement Effective Date and will continue for the period of 1 year thereafter ("Initial Term").

**10.2 Renewal.** Unless otherwise terminated as provided for herein, this Agreement will automatically renew following the Initial Term for consecutive 1 year periods unless either Party provides the other Party with its intent not to renew the then-current Term at least 30 days prior to the end of the then-current Term. The Initial Term and any subsequent renewal terms are collectively referred to herein as the "Term." For the avoidance of doubt, any discounts offered by Box to Customer during a given year will not renew during any renewal term unless agreed to by the Parties in writing.

**10.3 Termination for Cause.** Either Party may terminate this Agreement for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured after the expiration of such period; or (b) if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding. Any failure by Customer to timely pay Fees owing hereunder or to comply with Sections 2, 4.1 or 5 will constitute a material breach of this Agreement.

**10.4 Post-Termination Obligations.** Upon termination of this Agreement for any reason, (a) Customer will have no further rights to the Box Service hereunder; (b) Customer will, within 5 days of such termination, destroy all copies of the API, the Box Software and any Documentation and Confidential Information of Box, including any Documentation in written or electronic form and any software stored on Customer's servers or other systems; and (c) if requested by Box, Customer will promptly provide to Box a written certification signed by an authorized representative certifying that all copies of the API, the Box Software and any written or electronic documentation and Confidential Information of Box have been destroyed. For 30 days following the expiration of the Termination of the Agreement and/or applicable Subscription Term, and subject to Customer's prior written request, Box will grant Customer limited access to the Box Service solely for purposes of Customer's retrieval of the Content. After such 30 day period, Box will have no obligation to maintain the Content and will delete the Content unless legally prohibited.

**10.5 Surviving Provisions.** Upon any termination of the term of this Agreement hereunder, the following sections will survive: Sections 1, 2.5, 4.1 (with respect to Customer's obligations thereunder), 7, 9, 10.4, 10.5, 11.4, 12, 13, 14 and 15.Section

## **11. Warranty and Disclaimer**

**11.1 Box Service Warranty.** If Customer has subscribed to Standard Support or Premier Support, Box warrants that the Box Service will perform substantially in accordance with the functions specified in the published Documentation while such subscription is in effect. In the event of a breach of the foregoing warranty, Customer, as its sole and exclusive remedy, will be entitled to a SLC Credit pursuant to the terms of the applicable Service Level Commitment, if any, for any covered downtime incurred in connection with Customer's use of the Box Service.

**11.2 Mutual Warranties.** Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**11.3 Customer Warranties.** Customer represents and warrants to Box that (a) Customer or its licensors own all right, title and interest in and to the Content; (b) Customer has all rights in the Content to grant the rights to Box contemplated by this Agreement; and (c) none of the Content will violate the terms of this Agreement.

**11.4 Disclaimer of Warranties.** EXCEPT AS PROVIDED IN THIS SECTION 11, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

## **Section 12. Indemnification**

**12.1 Indemnification by Box.** Box will defend Customer against any third party claim that the Box Service infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Customer's actions) excluding any infringement or misappropriation arising from Content or the use of the Box Service in connection with any other device or process not supplied by Box ("**Claim Against Customer**"), and will indemnify Customer for the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement. In the event of a Claim Against Customer pursuant to this Section 12.1, Box may (at Box's option and expense): (i) obtain for Customer the right to continue using the Box Service; (ii) modify the Box Service to make it non-infringing; or (iii) if subsections (i) and (ii) are not commercially viable (as determined by Box in its sole discretion), terminate this Agreement and refund Customer on a pro-rated basis any Fees pre-paid to Box for the corresponding unused period of the Box Service.

**12.2 Indemnification by Customer.** Customer will defend Box against any third party claim that any Content, or Customer's use of the Box Service in breach of this Agreement, infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Box's actions); or, any Content or Customer's use of the Box Service in violation of applicable law or Section 5 (Restrictions on Use of the Box Service) (collectively "**Claim Against Box**"), and will indemnify Box for the resulting costs and damages finally awarded against Box to such third party by a court of competent jurisdiction or agreed to in settlement.

**12.3 Indemnification Process.** As a condition of receiving indemnification, a party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other party (the "**Indemnifying Party**") with (i) prompt written notice of the Claim; (ii) complete control over the defense and settlement of the Claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission, which will not be unreasonably withheld, delayed or conditioned, in the event the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such Claim); and (iii) such assistance in connection with the defense and settlement of the Claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

**12.4 Exclusive Remedy.** This Section 12 states the Indemnified Party's exclusive remedy against, and the Indemnifying Party's sole liability to, the other party for any type of claim under this Section 12. Notwithstanding the foregoing, Box will have the right to terminate Customer's right to use the Box Service pursuant to Section 10.3.

## **Section 13. Limitation of Liability**

**13.1 Limitation of Liability.** IN NO EVENT WILL BOX'S TOTAL AND CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT EXCEED THE LESSER OF: (A) THE TOTAL FEES PAID BY CUSTOMER TO BOX FOR THE SPECIFIC USE OF THE BOX SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO A CLAIM UNDER THIS AGREEMENT, OR (B) USD \$500,000. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

**13.2 Disclaimer of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL

DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### **Section 14. Confidentiality**

**14.1 Definition.** Either Party may disclose Confidential Information to the other Party during the Term of this Agreement. “Confidential Information” means all information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) which is in tangible form and labeled “confidential” or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The following information will be considered Confidential Information whether or not marked or identified as such: (a) the Box Service; (b) Content; (c) the terms of this Agreement including all Orders and pricing thereto, and (d) the Disclosing Party’s strategic roadmaps, product plans and designs, technology and technical information, business and marketing plans, and business processes. Confidential Information other than Content, will not include information that as shown by the Receiving Party’s records was: (a) already known to Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving party has become, generally available to the public; or (d) was independently developed by Receiving Party without use of the Disclosing Party’s Confidential Information.

**14.2 Protection.** The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party. The Receiving Party will only use the Confidential Information of the Disclosing Party: (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the Parties’ ongoing business relationship.

**14.3 Permitted Disclosure.** Neither Party will disclose Confidential Information, including the terms and conditions of this Agreement, to any third party, without the prior written consent of the other Party. Notwithstanding the foregoing each Party may disclose Confidential Information, including the terms and conditions of this Agreement, without the prior written consent of the other Party: (a) as compelled by law provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party’s expense, if the Disclosing Party seeks to contest such disclosure; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors; (c) in connection with the enforcement of this Agreement or rights under this Agreement; or (d) the terms and conditions of this Agreement in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

#### **Section 15. Miscellaneous**

**15.1 Contractual Relationship.** The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

**15.2 Press Release; References.** Neither Party will issue a public statement or press release regarding this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, Box may, during the Term, reference Customer as a Box customer or user of the Box Service subject to Customer’s trademark and logo usage guidelines as provided to Box.

**15.3 Notices.** Any notice or other communication under this Agreement given by any Party to any other Party will be in writing and will be effective upon delivery as follows: (a) if to Customer, (i) when delivered via registered mail, return receipt requested, to the address specified in an Order; or (ii) when sent via email to the email address specified in an Order or otherwise on record for Customer; and (b) if to Box, when sent via email to [legalops@box.com](mailto:legalops@box.com), with a duplicate copy sent via registered mail, return receipt requested, to the following address: Box, Inc., 4440 El Camino Real, Los Altos, California 94022 U.S.A. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.

**15.4 Nonwaiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party’s right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

**15.5 Assignment.** Customer will not, directly, indirectly, by operation of law or otherwise, assign all or any part of this Agreement or its rights hereunder or delegate performance of any of its duties hereunder without the prior written consent

of Box. Box may assign this Agreement without obtaining Customer's consent: (a) to an affiliate of Box; or (b) in connection with a merger, reorganization or a sale of substantially all of the assets of Box. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**15.6 Integration.** This Agreement, together with any Orders and the Exhibits, constitutes the entire agreement, and supersedes any and all prior agreements, between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties hereto.

**15.7 Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

**15.8 Applicable Law; Dispute Resolution.** This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., without reference to its choice of law rules. Any dispute, controversy or claim arising under, out of or relating to this Agreement, will be finally determined by arbitration conducted by the Judicial Arbitrator Group (or, if unavailable, then such other similar group that can provide former judges as arbitrators) in accordance with the Rules of Arbitration of the International Chamber of Commerce applicable to commercial disputes by a single arbitrator who is (a) fluent in written and spoken English, the language governing this Agreement, and (b) skilled and experienced with cloud or internet services. The place of such arbitration will be in Palo Alto, California, U.S.A. The judgment of the arbitrator will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties, and may be entered in any court of competent jurisdiction. The foregoing does not limit or restrict either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

**15.9 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God or other similar causes), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party (a) provides the other Party with prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

(A Word version of this Agreement may be found at: <https://www.box.com/s/7d25fb841e94c4d4aeee>)

## EXHIBIT A

### ADDITIONAL SPECIFICATIONS FOR ACCOUNTS

Box will provide Customer with access to storage on Box servers connected to the Internet subject to the terms and conditions of the Agreement. Customer will subdivide this storage among Accounts, creating up to the total number specified by the applicable Order, and assign them to End Users. End Users will have access to all services, features and privileges that Box generally makes generally available to its commercial user base of the Box Service as of the Effective Date, except (a) where such features and privileges are assigned under the Agreement to an Administrator; or (b) where Box commonly charges an additional fee for such services, features or privileges.

Box will provide the Administrator with a login and password (which may be changed by the Administrator after initial login) for the Management Console. The Administrator will have the right to access the Administrative Console from a web browser. The Administrator will provide Box with an initial list of End User login and password information, for whom Box will create Accounts. Thereafter, the Administrator will use the Administrative Console to create or delete Accounts and corresponding passwords, up to the number of Accounts specified by the Agreement. Once an End User or Managed User Account is established, he/she may change their assigned password. Should a Managed User forget his/her password, the Administrator will have the right to reset it from the Management Console. However, Accounts for Managed Users may only be created through the End User Account. The Administrator will have the right to establish an upper limit on allowed usable storage per Account, on a case-by-case basis, up to the maximum capacity permitted under the Agreement, by an Order or as otherwise specified by Box. The Administrator will have the right to log into any of the Accounts at any time by clicking on a "View Account" button in the Management Console. Administrator can monitor activity for any of the Accounts individually or in the aggregate, including storage currently in use, bandwidth used since the first day of the current month, most recent login activity, Managed Users currently using the Accounts, and date of last upload or download and action taken at that time.

## EXHIBIT B

### SERVICE LEVEL COMMITMENTS AND SUPPORT SERVICES

Commencing on the effective date of the applicable Subscription Term, when purchased by Customer on the applicable Order, Box will provide SLC Credits (defined in Section 3 below) and Support Services in accordance with the Service Level Commitments and Support Services Terms as defined at the Site. In the event of any conflict between the Agreement and the Service Level Commitment and Support Services Terms, the Service Level Commitment and Support Services Terms will prevail.

#### 1. Exhibit Definitions

**"Customer Core Group"** means Customer's employees who have been trained on the Box Service and who are familiar with Customer's business practices.

**"Customer User Community"** means all users who input, extract or view data in the Box Service, including all End Users.

**"Downtime"** means any period, greater than ten minutes, within the Scheduled Available Time during which the Customer is unable to access or use the Box Service because of an Error, excluding (i) any such period that occurs during any Scheduled Downtime and/or Recurring Downtime, or (ii) document preview, search, FTP or synch functions of the Box Service.

**"Error(s)"** means the material failure of the Box Service to conform to its published functional specifications.

**"Procedural Issues"** means those issues that are to be addressed by Customer through adjustment of a specific business process to accomplish work in the Box Service.

**"Recurring Downtime"** means 4 hours per month on the third Saturday of the month from 12:00 A.M. to 4:00 A.M. PST.

**"Request"** means a modification to the Box Service outside of the scope of the functional specifications.

**"Scheduled Available Time"** means 24 hours a day, 7 days a week.

**"Scheduled Downtime"** means the time period identified by Box in which it intends to perform any planned upgrades and/or maintenance on the Box Service or related systems and any overrun beyond the planned completion time.

**"Uptime Percentage"** means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes of Scheduled Available Time in such calendar month.

**"User Administration Support"** means issues that impact the usability of the Box Service and are addressable through the adjustment of End User access privileges, processes or procedures.

#### 2. Scope of Service Level Commitments.

Box's obligations do not extend to Errors or other issues caused by:

- (a) any modification of the Box Service made by any person other than Box;
- (b) any third party hardware or software used by Customer or any End Users except as otherwise provided in the then current Documentation;
- (c) the improper operation of the Box Service by Customer or End Users;
- (d) the accidental or deliberate damage to, or intrusion or interference with the Box Service;
- (e) the use of the Box Service other than in accordance with any user Documentation or the reasonable instructions of Box;
- (f) ongoing test or training instances of the Box Service provided to Customer; or
- (g) services, circumstances or events beyond the reasonable control of Box, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by Customer, or any network beyond the demarcation or control of Box.

### 3. Scheduled Downtime and Guaranteed Up Times

Box will use commercially reasonable efforts to provide at least 24 hours' prior notice before implementing any Scheduled Downtime. Commencing on the effective date of the applicable Subscription Term, in the event the Box Service experiences an Uptime Percentage of less than 99.9% in any calendar month, Box will provide to Customer a credit ("**SLC Credit**") equal to the credit percentage identified in the table SLC Credits table below multiplied by the Customer's fees paid to Box for the Box Service that are attributable to such month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). Customer will submit a written SLC Credit request to Box in writing within 15 days of such Downtime. The SLC Credit is Customer's sole and exclusive remedy for any failure by Box to meet any performance obligations pertaining to the Box Service, including, without limitation, any support obligations except as provided for Premier Support Credits where applicable.

**SLC Credits Table**

<b>Uptime Percentage</b>	<b>Credit Percentage</b>
Less than 99.9% but more than 99.8%	10%
Less than 99.8% but more than 99.7%	20%
Less than 99.7% but more than 99.6%	30%
Less than 99.6% but more than 99.5%	40%
Less than 99.5% but more than 99.4%	50%
Less than 99.4% but more than 99.3%	60%
Less than 99.3% but more than 99.2%	70%
Less than 99.2% but more than 99.1%	80%
Less than 99.1% but more than 99.0%	90%
Less than 99.0%	100%

In no event will SLC Credits in any month exceed 100% of Customer's fees paid to Box attributable for such month.

### 4. Availability of SLC Credits

Customers who are past due on any payments owed to Box are not eligible to receive SLC Credits. Box will issue SLC Credits, as determined in its sole discretion, either on future billing cycles or as a refund against annual fees paid. In order to receive any SLC Credit, Customer must notify Box within 15 days from the time Customer becomes eligible to receive a SLC Credit. Failure to comply with this requirement will forfeit Customer's right to receive a SLC Credit. In no event will the total amount of SLC Credits if any, exceed the fees paid by Customer for the corresponding month.

### 5. Support Services

Box will provide support services to assist Customer in resolving Errors ("Support Services"). Support Services do not include (a) physical installation or removal of the API, the Box Software and any Documentation; (b) visits to Customer's site; (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Box Service; (d) any work with any third party equipment, software or services; (e) any professional services ("Professional Services") associated with the Box Service, including, without limitation, any custom development, data modeling, training and knowledge transfer; or (f) the set-up, configuration and use of the Box Service. Box's performance of Professional Services if any, will be subject to the Parties' execution of a Professional Services addendum ("PSO Addendum") to this Agreement and payment of the applicable Fees.

Box will provide email and/or phone support as specified in the Support Table herein below, excluding Box corporate holidays and national U.S. holidays except where noted.

The Customer will ensure that the Customer User Community addresses all Errors through the Customer Core Group. The Customer Core Group will:

- (a) Validate and recreate Errors;
- (b) Resolve Procedural Issues;
- (c) Provide first-level User Administration Support;
- (d) Report all unresolved problems to Box Support; and,
- (e) Provide additional information for testing and analysis purposes to assist with issue resolution.

## 6. Case Prioritization

Any issues reported by Customer to Box and accepted by the Box support team will be classified as an Error or a Request and assigned a priority. The following priorities and their meanings are used herein:

- (a) Level 1 – Urgent – Box Service/function down. This is the highest category and indicates that the business operations are halted, the Box Service is down, and Customer is unable to perform its primary business function.
- (b) Level 2 – High – Functionality impaired. Used to denote problems that have a significant impact on Customer’s ability to conduct part of its business, but does not impair mission-critical business functions.
- (c) Level 3 – Normal – Minor functionality impairment. Used to describe calls that are restricted to a single user or, if more than one user is affected, where a workaround is available allowing Customer to continue to conduct business.

## 7. Response Times

Box will provide an acknowledgement of a reported Error to Customer and respond within the target time frames specified below (“Response”). The Response will include the priority assigned to the case, any actions taken, immediate resolution if available, and any escalation plans.

Hours of Operation and Response Time	Standard Support	Premier Support
Hours of Operation	5 AM – 6 PM PST Monday – Friday	24 Hours/Day 7 Days/Week 365 days/year
Support Access Method	Web/Phone	Web/Phone
Support Response Method	Email/Phone	Email/Phone
Number of Support Requests	Unlimited	Unlimited
Priority Level/Target Response Time:		
Level 1 – Urgent	Within 1 business hour	Within 1 business hour
Level 2 – High	Within 4 business hours	Within 2 business hours
Level 3 – Normal	Within 8 business hours	Within 2 business hours
Support Credits	N/A	15% of monthly Support Fee

Error correction is subject to verification and reproduction of the Error by Box, with Customer’s reasonable assistance verifying and reproducing the Error. Error correction may include a temporary workaround, patch or bypass supplied by Box, or a computer or operating routine by Customer, in order to diminish or avoid the effect of the Error. Once Box has identified corrective measures to fix the Error, Customer will be required to test and accept the fix, work on data issues if data has been impacted, and agree upon a mutually agreeable time when the fix can be implemented on the production platform.

## 8. Premier Support Credits

Provided that Customer: (i) has purchased Premier Support, (ii) has opened a support ticket for an Error, and (iii) Box fails to meet the Response Times for Level 1 and Level 2 support tickets three times during the given month, Box will provide to Customer a Premier Support Credit of 15% of the Fees paid to Box by Customer for the Support Service that are attributable to such month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). The Support Credit is Customer’s sole and exclusive remedy for any failure by Box to meet any Support Services performance obligations pertaining to the Box Service. In no event will the total amount of Premier Support Credits and/or SLC Credits if any, exceed the fees paid by Customer for the corresponding month.