BOX SERVICE AGREEMENT

(v11092023USPS-C – AKPZM)

This Manufacturer's Commercial Supplier Agreement (CSA), also referred to herein as the Box Service Agreement, represents the terms and conditions enabling Carahsoft to provide the Box Service to a Customer that is a U.S. Government entity, state or local government entity, or higher education entity, and is entered into by and between Box, Inc. ("**Manufacturer**" or "**Box**") and the counterparty accepting the terms of this Agreement ("**Client**" or "**Customer**"). 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 either upon execution by both Parties or by Customer's execution of the initial Order for the Box Service referencing this Agreement ("**Agreement Effective Date**"). If Client is a US Government entity, the terms and conditions herein are hereby incorporated by reference to Client's agreement with Carahsoft (or Box Reseller as applicable) 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)).

If Client is a state or local government or higher education institution, the terms and conditions herein are hereby incorporated by reference to Client's agreement with Carahsoft or Box Reseller as applicable.

If Customer is not a part of the US Federal government, state or local government, or higher education institution, then Box's then-current standard Box Service Agreement will govern the relationship between both Parties.

If Customer is a U.S. Government entity, certain sections of this Agreement will rely on alternative clauses as enumerated in Section 15.13 below.

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

Section 1.   Definitions

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

"Account(s)" means the account(s) created by (a) a User for itself or (b) Customer on behalf of its Users, to access and/or use the Box Service.

"Administrator(s)" means a User designated by Customer with the authority to utilize the Administrative Console(s) to configure and manage the Box Instance, including the ability to create and manage Accounts associated with Customer.

"Administrative Console" means the functionality within the Box Service that allows Customer to configure and manage the Box Instance, including User access, security settings, and other administrative functionality.

"Agreement" means this Box Service Agreement (including its Exhibits) together with all Orders and addenda which are entered into between Box and Customer.

"API" means the application-programming interfaces used by Customer to access certain functionality as provided by Box.

"Box Instance" means the virtual environment managed by Administrator which constitutes part of the Box Service.

"**Box Personnel**" means Box's employees, agents, consultants, contractors and Subprocessors.

"Box Platform View" means certain features of the Platform Products that permit a Platform Service Account, a User, or Platform Application User to view, annotate and comment on Content using the Platform Products.

"Box Reseller" means an entity that has entered into an agreement with Box or another Box Reseller that, among other things, authorizes the entity to resell any Box offering and, if applicable, provide certain services.

"Box Service" means the cloud-based content collaboration software-as-a-service application provided by Box (including any Box Software) and subscribed to under an Order.

"Box Software" means optional software provided by Box for installation on a User's device or accessed by Users from the Customer's or User's software, hardware or other device(s) that allows a User to use certain functionality in connection with features of the Box Service.

"**Box Zones**" means the Box infrastructure product (including Zones-Multi) that enables specific Location(s) to be selected by Customer for in-region Content storage as provided by a Subprocessor.

"Content" means the electronic file objects (excluding, for the avoidance of doubt, system data and metadata) present in Customer's Box Instance.

"Customer Domain" means any and all domains (e.g. @acmeco.com) registered, owned or controlled by either Customer and/or Customer's corporate affiliates owned or controlled by Customer.

"**Data Protection Legislation**" means the laws and regulations of the United States, European Union, the European Economic Area and/or their member states, Switzerland and/or United Kingdom applicable to the Processing of Customer Personal Data under this Agreement, including the General Data Protection Regulation 2016/679.

"External User(s)" means a person who is permitted to access, store, retrieve or manage Content, using an email address that is not associated with a Customer Domain.

"**Location(s)**" means, for Box Zones, the geographic location(s) where Content will be stored (a) as specified in an applicable order for Box Zones or (b) as otherwise made available to Customer.

"Malware" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Managed User(s)" means a person who is permitted to access, store, retrieve or manage Content, and is a Customer employee or otherwise has been given access to, custody of, or control over an email address associated with a Customer Domain.

"Monthly Active User" or **"MAU"** means a Platform Application User by or for whom, at least once in a calendar month, an application uses the Box Service to access a Platform Application User's Content via an API call.

"Monthly Platform API Calls" means the total number of all API calls made by a Platform Application to the Box Service within a monthly calendar period on behalf of: (a) a Platform Application User; (b) a User; or (c) a Platform Service Account.

"Order" means the separate document(s), including any Statement of Work, under which Customer purchases any Box offering pursuant to this Agreement and which has been agreed to in writing by the Parties or has been agreed to between Customer and Box Reseller.

"**Personal Data**" means any information relating to an identified or identifiable individual.

"Platform Application" means any application used by or on behalf of Customer that uses API calls for the purposes of access to the Box Service or to access certain functionality as provided by Box.

"Platform Application User" means a User (excluding Managed Users) with a unique identifier that is created and provisioned by Customer and whose access to Content in the Box Service is governed through an external-facing Platform Application.

"Platform Product(s)" means the Box APIs that provide programmatic access to the Box Service from a Platform Application and any additional Platform Product features and functionalities as set forth in the applicable Order (e.g. Box Platform View and Platform Resources).

"Platform Resource(s)" means Box's APIs, tools and services made available for development of or integration with a Platform Application, and usage resources, as may be specified in the applicable Order, including but not limited to Monthly Platform API Calls and Monthly Active Users.

"Platform Service Account" means a backend system-to-system connection with a unique identifier that is created and provisioned by or on behalf of Customer and its access to Content in the Box Service is governed through a Platform Application.

"Platform Storage" means the total amount of Content stored by or on behalf of all Platform Application Users, Platform Service Accounts and any other users of Platform Products that may be released by Box from time to time. Platform Storage does not include the storage of Content by Managed Users.

"Platform Use Limit(s)" means, as may be specified in the applicable Order (or in accordance with the applicable subscription level set forth in the Order and subject to the product feature matrix): (i) Monthly Platform API Calls, number of Monthly Active Users; and (ii) any other usage limits or restrictions set forth in the Agreement, Box fair use policies, or applicable Order**.**

"**Process(ing)**" means any operation or set of operations which is performed upon Customer's information, including Content and Customer Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination, encryption, decryption, or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Service Level Commitments" means the service level commitments set forth in Exhibit A.

"**Subprocessor**" means any third party engaged by Box and/or its affiliates to Process Customer information, including Content, for the purposes of providing the Box Service and any associated services to Customer and its Users.

"Subscription Period" means the duration of Customer's subscription to the Box Service commencing on the service start date of the Order and continuing for the period up to the service renewal date or end date as specified in the applicable Order.

"Support Services" has the meaning set forth in Exhibit A.

"Term" has the meaning set forth in Section 11.1.

"User(s)" means, collectively, any Administrator, Managed User or External User.

"User Guide" means Box's then-current published document specifying the functionality of the Box Service that is made generally available by Box to its customers or its users.

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

2.1   **Access Grants.**

2.1(a)   Box Service Subscriptions. Subject to the terms and conditions of this Agreement Box shall: (i) make the Box Service available to Customer during the applicable Subscription Period; (ii) allow Administrator(s) to access and use the Administrative Console to create and administer Accounts; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service. Customer may only use the Box Service in accordance with the usage limits which may be found in either the Order or the product feature matrix and correspond to the Customer's subscription level plan. Accounts for Managed Users – even if not managed by an Administrator – and any External User Accounts which are deployed, created or directly managed by an Administrator each count towards Customer's usage limit (sometimes referred to as account licenses or seats). Box may restrict or limit Customer's ability to use the Services or deploy additional Accounts in excess of the usage limits.

2.1(b)   API Access. Subject to the terms and conditions of this Agreement and Box's fair use policy, Customer shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any Platform Application or application used by or on behalf of Customer for the sole purpose of accessing the Box Service or accessing certain functionality of the Box Service, provided that such access is limited to the amount provided with Customer's subscription level plan plus any API call allotments purchased by Customer in the applicable Order and Section 2.2 below.

2.1(c)   Overages. Except as noted in Section 15.13, during the Subscription Period, Box may provide Customer with a report identifying the number of Users (or API calls, bandwidth or other tolled usage, if applicable) that, at any time, exceeds Customer's usage limits, and Box (or Box Reseller, if applicable) may provide Customer with an Order to purchase the additional Box products for ongoing use ("**Expansion Service Order**"). Customer shall promptly (but in any event within fourteen (14) days of receiving such report) either: (i) execute the Expansion Service Order; or (ii) increase the usage limit through an alternate purchase method provided by Box (e.g. the "Add Seats" function in the Administrative Console, if available to Customer); or (iii) permanently delete the excess Accounts or other applicable activity.

2.1(d)   Feature Changes. Except as noted in Section 15.13, Box may add, remove, or modify the functionality or features of the Box Service or Box Software from time to time. Box will provide Customer with at least as much notice of any material change to the Box Service or the Box Software as Box generally provides to its other commercial or enterprise customers. If, during the Term, Box generally provides such new or enhanced features or functionality in the Box Service at an extra charge, Box will make commercially reasonable efforts to promptly inform Customer of the availability of such features or functionality for purchase.

2.2   Acceptable Use of the Box Service. Customer's use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the User Guide and Box's fair use policy). Customer agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Customer agrees that it is solely responsible for Users and Content, and shall promptly upon written notice from Box provide reasonable support and timely removal of Content that Box reasonably believes includes a virus, malware or harmful code, is otherwise harmful or illegal, or for which Box has received a valid legal request to remove. Customer agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability, including but not limited to Customer's license to use Third Party Products (as defined below); (d) in any manner that is likely to damage, disable, overburden, or impair the Box Service, or interfere in any way with the use or enjoyment of the Box Service by others; (e) to introduce any Malware or other malicious activity; (f) to modify, alter, tamper with, repair or otherwise create derivative works of the API or Box Software; (g) to reverse engineer, disassemble, decompile, or attempt to discover or recreate the source code for any API or software provided by Box; (h) to disseminate fraudulent materials including but not limited to spam, junk mail, chain letters, pyramid schemes, spyware, adware, viruses, worms, or any other malicious code; (i) in violation of any applicable export law or regulation; or (j) to 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.

2.3   Suspension of User Access to Service.   Box may temporarily suspend any Account or remove or disable any Content which Box reasonably and in good faith believes is in violation of this Agreement or any applicable laws or regulations. For the avoidance of doubt, and unless otherwise provided for in the Agreement, Box's right to suspend any Account or remove or disable access to Content is on a User-basis and does not extend to Customer's entire User base. Box agrees to provide Customer with reasonable notice of any such removal, suspension, or disablement before its implementation unless immediate removal, suspension, or disablement is necessary to comply with legal process, law, regulation, or in order to prevent imminent harm to the Box Service or any third party, in which case Box will notify Customer to the extent allowed by applicable law of such removal, suspension, or disablement, as soon as reasonably practicable thereafter.

2.4   Platform Resources. Customer shall have the non-exclusive right during the applicable Subscription Period to utilize the Platform Products subscribed to by Customer under the applicable Order. Customer will ensure that its usage of the Platform Products is at all times in conformance with the applicable Order (including but not limited to any Platform Use Limit), the Agreement and applicable law. Except as otherwise set forth in the applicable Order, excluded from Monthly Platform API Calls are API calls made on behalf of: (i) third party software application integrations explicitly identified in the applicable Order; (ii) Box provided applications (e.g., the Box Web App, Box Desktop); or (iii) Box provided services (e.g. Box Shuttle), if applicable.

Section 3.   Non-Box Applications and Services. Customer or Users may choose to use optional third-party applications, services or products, which are licensed by their provider to Customer or Users, ("**Third-Party Products**")

in connection with the Box Service. Customer acknowledges that if Customer or Users choose to use any Third-Party Products in connection with the Box Service, Box will give effect to such instruction as needed and as it relates to the use of such Third-Party Products. Use of any Third-Party Products and any exchange of any information between Customer or User and a third-party provider of a Third-Party Product is solely between Customer and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability whatsoever for Customer's or User's use of any Third-Party Products.

Section 4.   Content Security; Data Privacy

4.1   Security. During the Term of this Agreement, Box will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures to protect against unauthorized access to Content. Box will provide a current description of such safeguards upon Customer's written request. Box's Service Organization Control 1 ("**SOC1**") and Service Organization Control 2 ("**SOC2**") Type II audit reports (or substantially similar industry-standard reports) (collectively referred to as "**Audit Reports**") further describe Box's safeguards and measures. Box will maintain the Audit Reports during the Term and will provide a copy to Customer once per year upon Customer's written request. During the Term, Box will not materially diminish the overall protection provided by the controls and the recent Audit Reports in effect as of the Agreement Effective Date. 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 credentials such as password or username.

4.2   Content Storage Location. The Box Service is provided from the United States and Content is stored in the United States. Notwithstanding the foregoing, Customer understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) Processing information outside of the United States by Box.

4.3   Data Protection and Onward Transfer of Data. In the course of providing the Box Service, Box may Process Personal Data that is in Content ("**Customer Personal Data**") on behalf of Customer and, in such event, Customer instructs Box to Process Customer Personal Data: (a) to provide the Box Service (in accordance with the features and functionality of the Box Service); (b) to enable User initiated actions on the Box Service; (c) as set forth in the Agreement or applicable Order; and (d) as further documented by a mutually agreed upon written instruction given by Customer and accepted by Box. The Parties agree to comply with the applicable Data Protection Legislation (as defined below) for onward transfer of Customer Personal Data. Box will maintain, during the Subscription Period, a legally recognized method for onward transfer of Customer Personal Data such as Binding Corporate Rules for Processors, (each as defined under Data Protection Legislation) or other substantially similar mechanism as may be required by applicable law.

4.4   In-Region Data Storage and Processing. Subject to the purchase of Box Zones or other required Box products as applicable, Box agrees to store Customer's Content in the Location(s) specified in the applicable Order. Customer understands and agrees that: (i) Customer's designated Locations supersede Section 4.2 above; and (ii) while Content will be stored and may be partially processed in the Location(s), some Processing and metadata storage and Processing may continue to be provided from the United States. Content generated after Customer's purchase and provisioning of Box Zones will be stored in the Location(s) specified in the applicable Order. Content generated before Customer's purchase and provisioning of Box Zones will be migrated to the Location(s) specified in the applicable Order. The certifications of the subprocessor(s) used to provide Box Zones may vary based on selected Location(s). It is Customer's responsibility to configure and properly utilize any data residency features to address its obligations related to data types and data residency obligations. To the extent included in Customer's purchased product, Administrator(s) may designate and manage, at any time during the Subscription Period, the Location for each Managed User and Administrator via the Administrative Console. It is Customer's responsibility to configure and properly utilize the Box Service and Box Zones to address its obligations related to data types and compliance obligations. To the extent there are multiple Locations, Customer must ensure that each Managed User and Administrator is mapped to a Location at all times during the Subscription Period. For avoidance of doubt and notwithstanding the foregoing, Content storage locations follow the ownership of the folder in which Content is stored in the Box Instance.

Section 5. **Customer Responsibilities**

5.1 **Establishment of Accounts.** Customer will promptly appoint an Administrator and such Administrator shall be responsible for: (a) configuring the settings of the Box Service, (b) managing any Customer devices and systems, (c) assigning and managing Accounts, (d) reviewing service notifications that Box provides through the Administrative Console, and (e) enforcing and managing User access controls and permissions in accordance with Customer's own policies and applicable law and regulations. For the avoidance of doubt, Accounts can be provided to any User that does not already have an Account at Customer's discretion and not just Customer employees. Customer will ensure that Managed Users do not share their password with any other person or permit any other person to log on as such Managed User. Customer is advised to implement multi-factor authentication on its Accounts and encryption keys as applicable. Customer shall ensure that each of its Users has an Account and may not create shared accounts or user accounts tied to generic email addresses unless all Users with access to those accounts also have their own respective Accounts. Customer may provision Accounts for Users that are not Customer employees in compliance with the terms of the Agreement; however, if an Account is associated with an email address controlled by another Box customer, then Box may require the migration of the Account (excluding any Content without Customer's Consent) to that third party's instance of the Box Service.

5.2 **Content.** Customer will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content complies with the terms of this Agreement and all applicable laws and regulations; (c) promptly handle and resolve any notices and claims relating to the Content (e.g. take-down notices pursuant to the Digital Millennium Copyright Act); and (d) ensure that it has the rights to the Content in order to grant Box the rights contemplated by this Agreement. Notwithstanding anything to the contrary, Box has no liability to Customer or any third party for any reason as a result of: (i) any unauthorized disclosure or access to an Account or Content as a result of Customer's or a User's misuse of the Box Service or loss or theft of any User password or username, except to the extent resulting from Box's negligence or willful misconduct; (ii) any deletion, destruction, damage or loss of Content caused by or at the direction of Customer or a User; or (iii) any failure of Customer to maintain adequate security or virus controls in any devices used to access the Box Service.

5.3 **Notification of Unauthorized Use.** Customer will promptly 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 a third party that obtains access to the Box Service directly or indirectly through Customer or any User, Customer will take all steps within Customer's control as reasonably necessary to terminate such unauthorized use and will provide Box with such cooperation and assistance related to any such unauthorized use as Box may reasonably request.

5.4 **Platform Application Restrictions.** If Customer utilizes a Platform Application with the Box Service, then Customer will not, and will ensure that any Platform Application does not, promote, constitute or contain (nor will Customer use or permit use of the Platform Application to transmit) any Content in violation of Section 2.2. Customer will not, and will ensure that the Platform Application does not (nor will Customer permit use of the Platform Application to):

    i.   Install software: (i) to perform hidden activities without Platform Application User consent, (ii) that may harm or alter a Platform Application User's system without consent, or (iii) that is downloaded as a hidden component of other software or otherwise without express Platform Application User consent;

    ii.   Impersonate, or misrepresent an affiliation with, any person or entity;

    iii.   Use in any manner not authorized by a Platform Application User,

    iv.   Except as otherwise authorized by a Platform Application User with respect to such Platform Application User's Content, mine or analyze any Content transmitted to, retrieved from or stored in the Platform Products/Box Service (including, but not limited to, through spiders, robots, crawlers, data mining tools, scrapers, or other automated means, or services employing any such means);

    v.   Circumvent any security measures or content filtering devices;

    vi.   Engage in any activity or conduct that is deceptive, unfair or harmful or that violates the rights of Box or any third party;

vii. Use or affect the Platform Products in any manner that could damage, disable, overburden or impair the Platform Products or its functionality or negatively affect or interfere with users use and enjoyment of the Platform Products or disrupt the normal flow of traffic any Box website (including, but not limited to, flooding the Platform Products with an excessive amount of data or content); and

viii. Violate any law, rule or regulation or generally accepted industry standards or guidelines, including but not limited to laws pertaining to intellectual property rights, privacy and publicity.

5.5   Customer Encryption.

i. During Customer's use of any encryption control feature enabled by Box ("KeySafe KMS"), Customer shall: (a) comply with the then-current technical documentation applicable to KeySafe KMS; and (b) provide Box with information sufficient to enable setup and support for KeySafe KMS, which information includes, but is not limited to encryption key ID, access key and secret access key.

ii. Customer understands and agrees that the functionality of KeySafe KMS requires Customer to contract with a third-party data hosting partner ("Hosting Partner"). In order for Customer to use KeySafe KMS, prior to implementation, Customer must separately purchase a license subscription dedicated solely to KeySafe KMS from a Box approved third party Hosting Partner. Box is not responsible for providing any maintenance or support in connection with the Hosting Partner's products or services. Customer's subscription with the Hosting Partner is subject to the service terms for such subscription as agreed upon by the Customer and the Hosting Partner. In the event Customer wishes to discontinue its use of KeySafe KMS but maintain access to Content in the Box Service, Customer understands and acknowledges that it will need to maintain an active account of KeySafe KMS and any applicable subscriptions with Hosting Partner and Box until all Content has been re-keyed (i.e., the process for changing one encryption key to another) to no longer require a Customer-controlled encryption key.

iii. During the Subscription Period, Customer shall ensure it has appropriate technical resources with KeySafe KMS experience ("Technical Customer Contact") such that Customer can provide a 24/7 technical liaison with Box with respect to KeySafe KMS. Customer shall provide Box with the contact information including email and phone number of its Technical Customer Contact(s) and ensure Box is notified immediately should such information change.

iv. Customer understands and agrees that deploying KeySafe KMS requires detailed process design, planning, governance, support and additional training and requires the separate purchase of professional and training services from Box.

v. Customer represents and warrants to Box that Customer has proper rights, access methods, support and permission to any application that will be integrated with the Box Service to enable KeySafe KMS, including but not limited to the Hosting Partner.

vi. Customer understands and acknowledges that certain functionality of the Box Service may be limited as a result of implementation of KeySafe KMS as described in the KeySafe KMS technical documentation. For the avoidance of doubt, Hosting Partners and their provision of products or services (as applicable) constitute Third-Party Products under this Agreement.

5.6   Box Sign. In the event Customer chooses to use Box's electronic signature product ("**Box Sign**"), Customer will be solely responsible for determining whether (a) the features of Box Sign as specified in the User Guide are appropriate for Customer's use case; (b) any particular jurisdiction's laws, regulations or other requirements may apply to Customer's use of Box Sign for the category of documents and transactions intended for such use; and (c) Customer's configuration and use of Box Sign (including the use of any default disclosures) complies with such laws, regulations, or other requirements. Signed agreements and signature logs are created during the Box Sign process after a final recipient's successful completion of a signature request. Customer has the sole responsibility to ensure its signed agreements and signature logs are maintained appropriately.

5.7   Box AI.

    i.   Customer is solely responsible for the production and retention of outputs using Box AI in compliance with the Agreement, the then-current Box AI Acceptable Use Policy & Guiding Principles, and all applicable laws. All output generated by Box AI is created at the User's direction and is stored in Content at the User's sole discretion. Box AI outputs are not human generated or filtered by humans and cannot be represented by Customer as human work product. Box is not responsible for the accuracy or biases of the output or Customer's reliance on Box AI output. Box AI queries and outputs are Customer's Confidential Information but are not Content.

    ii.   A User direction to process a Box AI query qualifies as Customer consent for the modification, aggregation, deidentification or other Processing of Confidential Information for purposes of generating output. Notwithstanding the above, Box does not include queries or outputs in its system logs and will not train Box AI using Customer queries or outputs.

    iii.   To the extent Users enter personal data or other sensitive information subject to regulatory oversight in Box AI queries, Customer and not Box has sole responsibility for providing any legally adequate privacy notices and obtaining any necessary consents for such Processing.

Section 6.   Support and Service Level Commitments. For Customers who have purchased a subscription plan for the Box Service that includes additional support entitlements (e.g. Enterprise Plus), the Support Services and Service Level Commitments for the Box Service during the Subscription Period are identified in the Order. For all other Customers, or if the Order does not include a reference to Support Services, Exhibit A to this Agreement sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period. Customer will be responsible for supporting any Platform Application that Customer chooses to deploy and shall provide such support directly to Platform Application Users, Box will not provide Support Services to Platform Application Users, and Box is not responsible for any Downtime, Issues or other performance issues to the extent attributable to a Platform Application.

Section 7.   Warranty and Disclaimer

7.1   Box Service Warranty. Box warrants that, during the Subscription Period, the Box Service purchased under the applicable Order will perform substantially in accordance with the functions specified in the User Guide when used in a manner that conforms to the terms and conditions of this Agreement and the User Guide. Subject to the notice and cure provisions of Section 11.3 (Termination for Cause), Customer's sole and exclusive remedy and Box's entire liability for a breach of this warranty shall be for Box to use commercially reasonable efforts to modify the Box Service to substantially perform the functions specified in the User Guide. If Box is unable to restore such material functionality, subject to the notice and cure provisions of Section 11.3 (Termination for Cause), Customer shall be entitled to terminate the applicable Order and receive a pro-rated refund of the fees pre-paid by Customer for the corresponding unused portion of the Subscription Period. The warranties set forth herein are made to and for the benefit of Customer only.

7.2   Additional and Mutual Warranties. Box will comply with all laws and regulations applicable to the provision of the Box Service. Customer will comply with all laws and regulations applicable to its use of the Box Service and to Content. Each Party represents and warrants to the other that: (a) this Agreement has been duly authorized, 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.

7.3   Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 7 AND SECTION 9.3 (CONSULTING SERVICES WARRANTY), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; (C) THAT THE BOX SERVICE WILL BE

UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; AND (D) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. 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 8.   Proprietary Rights

8.1   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 Process Content solely to provide the Box Service to Customer or any User or pursuant to this Agreement.

8.2   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, including any improvements or derivatives, the Box Service, the Box marks and other items used to provide the Box Service, other than the access rights expressly granted to Customer in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Customer or any User pursuant to this Agreement. All rights not expressly granted to Customer are reserved by Box. Box reserves the right, in its reasonable discretion and with notice to Customer, to change or require Customer to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Customer may obtain through the Box Service. In the event that Customer makes suggestions regarding any features, functionality or performance that Box adopts for any of its products including the Box Service (expressly excluding Customer Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to Box, and shall become the sole and exclusive property of Box.   Customer may not use any Box trademarks, logos, or other Box marks in connection with its use or deployment of the Box Service without the prior written consent of Box.

Section 9.   Training or Consulting Services

9.1   General Terms. Customer may wish to receive certain services of a professional, educational, operational or technical nature (collectively, "**Consulting Services**"), as further described in a mutually agreed upon Statement of Work ("**SOW**") or as otherwise outlined in the applicable Order. Each SOW will include, at a minimum: (a) a description of the Consulting Services and any Box Materials (as defined below) to be provided to Customer; and (b) the scope of the Consulting Services.

9.2   Box Materials. Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the "**Box Materials**") Box may provide to Customer as part of the Consulting Services (including any intellectual property rights therein, but excluding any Customer Confidential Information and Customer logos and trademarks that may be included in the Box Materials, collectively, "**Customer Property**"). Box shall have the right to use any such Customer Property solely for the purpose of providing the Consulting Services to Customer as set forth in the SOW. During the Term of the Agreement, Box hereby provides Customer with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Customer's internal operations in connection with its authorized use of the Box Service. For the avoidance of doubt, Box shall own all intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Box Tools**") used by Box to develop the Box Materials. Nothing herein shall be construed to assign or transfer any intellectual property rights in the Box Tools used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Customer, on the same terms as the Box Materials.

9.3   Consulting Services Warranty. In regard to Consulting Services only, Box warrants that: (a) Box and any Box Personnel, that provides and performs Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services; and (b) the Consulting Services will be performed for and delivered to Customer in a professional and workmanlike manner. If through no fault or delay of Customer the Consulting Services do not conform to the foregoing warranty, and Customer notifies Box in writing within seven (7) days of Box's delivery of the Consulting Services, Box will re-perform the non-conforming portions of the Consulting Services at no cost to Customer.

9.4   Platform Consulting Hours. If Customer orders Box Platform Consulting Hours ("BPCH"), the following terms apply and take precedence over the Datasheet or SOW which describes the BPCH:

i.   Box and Customer will work jointly to determine how BPCH will be allocated. BPCH are consumed as used and can apply to any activity related to topics at hand including, without limitation, research, guidance, meetings, phone calls, emails, and development. Box reserves the right in its sole discretion to reject any request for work if Box reasonably believes such work is outside of the types of services customarily provided by Box. Without limitation, BPCH may be consumed by Box in preparing for meetings, conducting research, working on offline configurations and other action items.

ii.   Any project hour allocations are not commitments to provide specific results. Any projects listed in an Order, SOW, Rider or other applicable document may not have been fully scoped and there is no assurance that work identified by Customer for Box to complete will be completed with the BPCH purchased (or even that such work can be completed at all). If any work requested by Customer exceeds its available BPCH, Customer will purchase additional BPCH before work can continue or is completed. The cost of additional BPCH, if required, may not be at the same rate as in the Order.

iii.   To the extent Box is providing any object code or source code to Customer as part of the BPCH (e.g. scripts, custom APIs, or other solutions), such materials (collectively, "Code") are proprietary to Box. Box retains all ownership and intellectual property rights to Code. Any BPCH allocated for Code shall be used exclusively for the development, editing, and managing of the project contemplated by the Parties at the time of Order. Any additional use must be mutually agreed to in writing by and between the Parties (email to be sufficient).

iv.   Customer may not modify the Code, including but not limited to any use of Box marks or notice of Box's proprietary rights. Customer may not make the Code available in any manner to any third party for use in the third party's internal or business operations. Customer may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Code. Customer may not disclose results of any use of Code, including but not limited to benchmark tests and software composition analysis, without Box's prior written consent.

v.   Box provides Code on an as-is basis and makes no representations or warranties or conditions, whether express or implied (e.g. merchantability, quality, fitness for a particular purpose, interoperability, and non-infringement), regarding the Code or the performance of the Code in any way. Box does not guarantee that the Code will perform error-free or uninterrupted.

vi.   Any services acquired from Box are purchased separately from the use of Code, and no services acquired from Box require the use of Code.

Section 10.   Fees and Payment

10.1   Fees. Customer agrees to pay all fees set forth on all Orders (and to the extent Customer is an instrumentality of the United States, in accordance with the GSA Schedule Pricelist unless otherwise indicated in an agreement between Customer and Box Reseller) and as otherwise required under this Agreement. Any additional Order(s) for User subscriptions or products will be coterminous with the existing Subscription Period. Unless otherwise specified in an Order, all fees and other amounts are payable in United States Dollars.

10.2
Non-refundable and No Cancellation. If Customer is an instrumentality of the United States government, Section 10.2 does not apply. If Customer is not an instrumentality of the United States government, except as specifically set forth in this Agreement, all payment obligations under all Orders are non-cancelable and all payments made are non-refundable.

10.3   Invoicing and Payment Terms. Unless otherwise specified in the applicable Order, Customer will pay all fees within thirty (30) days of the date the applicable invoice is received by Customer. In the event Customer disputes any invoiced fees, Customer should provide written notice of the disputed amount within fifteen (15) days after the date of 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 fifteen (15) days of notice of dispute. All amounts payable by Customer under this Agreement will be made without setoff and without any deduction or withholding.

At Box's discretion, past due amounts may accrue a late fee equal to the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

10.4 **Taxes.** When the Customer is an instrumentality of the United States government, Box shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

10.4.1 If Customer is not an instrumentality of the United States government, to the extent consistent with GSA Schedule Contract Clause 552.212-4(k), 52.229-1, 552.229-70 and, 552.238-101, all Orders pursuant to this Agreement do not include any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("**VAT**"), excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as "**General Taxes**"). All fees invoiced pursuant to this Agreement are payable in full and without reduction for General Taxes or foreign withholding taxes (collectively defined as "**Taxes**"). Customer is responsible for paying all Taxes associated with fees due pursuant to this Agreement and Orders, excluding income taxes imposed on Box. If Box has a legal obligation to pay or collect Taxes (expressly excluding Box income tax) for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the applicable Order and Customer confirms that Box can rely on the sold-to name and address set forth in the Order(s) as being the place of supply for sales tax purposes. Such Taxes will be invoiced to and paid by Customer. 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 incurred by Customer after the date Box receives and reasonably processes such tax exemption certificates.

10.5 **Non-Payment.** If Customer is an instrumentality of the United States government, pursuant to the requirements of FAR 52.233-1, Box shall submit any claims to the contracting officer if it believes the Government to be in breach of its payment obligations and continue performance during the pendency of the claim.

10.5.1 If Customer is not an instrumentality of the United States government, and any invoices are more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute as set forth in Section 10.3 (Invoicing and Payment Terms)), in addition to any other rights or remedies it may have under this Agreement or by applicable law, Box reserves the right to suspend Customer's access to the Box Service upon written notice, without liability to Customer, until such past due amounts are paid in full.

10.6 **Purchases Through Box Resellers.** If Customer places an Order for the Box Service from a Box Reseller, any terms herein related to ordering, invoicing, refunds, or credits do not apply. Customer must establish such terms with Box Reseller. For the avoidance of doubt, nothing herein affects suspension rights or deactivation rights for Box or a Box Reseller provided for in this Agreement.

Section 11. **Term and Termination**

11.1 **Term of Agreement.** This Agreement will commence on the Agreement Effective Date and will remain in effect for as long as there is an Order in effect ("**Term**"), unless otherwise terminated as provided for in Section 11.3 (Termination for Cause) and Section 11.4 (Termination for Insolvency) below.

11.2 **Term of Order and Renewal.** Except as noted in Section 15.13, each Order placed under this Agreement will be in effect for a period of one (1) year from the service start date of the Order unless otherwise agreed in the Order. Thereafter, unless the Agreement is terminated as provided herein, the Order(s) may be renewed for the same period of time as the Subscription Period of the prior Order by executing a written order for the successive renewal term. If the initial Subscription period is longer than one (1) year, the usage limit and pricing for the renewal subscription period will be the same as in the last year of the Subscription Period, excluding any provisions in the Order (e.g. overage grants) applicable to the initial Subscription Period only.

11.3 **Termination for Cause.** When the Customer is an instrumentality of the United States government, recourse

against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Box shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

11.3.1 If Customer is not an instrumentality of the United States government, to the extent consistent with GSA Schedule Contract Clause GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities, either Party may terminate this Agreement for cause: upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the expiration of such period.

11.4   Reserved.

11.5 Termination for Non-Appropriation. The Agreement may depend upon the continued availability of appropriated funds and expenditure authority from a legislature for this purpose. If, for any reason, the legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions ("Non-Appropriation"), the Agreement may be terminated by Customer. Customer shall provide as much advance notice as possible to Box of any Non-Appropriation. As of the Effective Date of each Order, Customer (i) has confirmed it has sufficient expenditure authority to enter into any Order referencing this Addendum, (ii) shall not terminate the Agreement under this section in order to purchase a substitute for the Box Service, and (iii) does not have reason to anticipate any such Non-Appropriation.

11.6 Post-Termination Obligations. Upon the termination or expiration of this Agreement for any reason, Customer will have no further rights to access the Box Service hereunder except as set forth in this Section 11.5. For thirty (30) days following the expiration or the termination of the Agreement or applicable Order, and subject to Customer's prior written request, Box will allow Customer limited access to retrieve any Content remaining on the Box Service. After such thirty (30) day period, Customer will have no further rights to access the Box Service.

11.7 Surviving Provisions. Upon any expiration or termination of this Agreement, the following sections will survive: Sections 1 (Definitions), 5.2 (Content), 7.3 (Disclaimer of Warranties), 8 (Proprietary Rights), 10 (Fees and Payments), 11.5 (Post Termination Obligations), 11.6 (Surviving Provisions), 12 (Indemnification), 13 (Limitation of Liability), 14 (Confidentiality) and 15 (Miscellaneous).

Section 12.   Indemnification

12.1 Indemnification by Box. Box will have the right to intervene to 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 ("**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. Box will have no liability to Customer under this Section 12.1 for any Claim Against Customer that arises out of: (a) any unauthorized use, reproduction, or distribution of the Box Service by Customer; (b) use of the Box Service in combination with any other products, technology, process, software or equipment not supplied by Box nor explicitly supported in the User Guide if such Claim Against Customer would have been avoided without such combination; or (c) any modification or alteration of the Box Service by anyone other than Box or Box's agents without the written approval of Box.   In the event of a Claim Against Customer pursuant to this Section 12.1, Box will (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, in which case Customer will be entitled to a pro-rated refund of any fees pre-paid by Customer for the corresponding unused period of the applicable Subscription Period. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12.2 Indemnification by Customer. When the Customer is an instrumentality of the United States government, Section 12.2 of this Agreement does not apply.

12.2.1 If Customer is not an instrumentality of the United States government, Customer will defend Box against any

third-party claim that either Customer's Content or use of the Box Service is (a) in breach of Section 2.2 (Acceptable Use of the Box Service) of this Agreement; or (b) infringes a registered patent, registered trademark, or copyright, or misappropriates a trade secret (to the extent that such infringement or misappropriation is not the result of Box's actions). Customer will, with respect to any claim against Box that is subject to this Section 12.2, 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 an indemnification under this Agreement, the Party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) except as noted in Section 15.13 or otherwise as prohibited by applicable, 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 if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned);and (c) 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 sole and 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, each Party will have the right to terminate this Agreement pursuant to Section 11.3 (Termination for Cause), to the extent the event giving rise to indemnification constitutes a material breach of this Agreement.

Section 13.   Limitation of Liability

13.1   Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW**,** IN NO EVENT WILL BOX'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO BOX (OR TO A BOX DISTRIBUTOR OR BOX RESELLER, IF APPLICABLE) FOR THE BOX SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE FIRST EVENT WHICH GIVES RISE TO LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FRAUD.

13.2   Disclaimer of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS 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) Content; (b) reserved; (c) personal data of Users; and (d) the Disclosing Party's strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. Confidential Information will not include information that as shown by the Receiving Party's records was: (i) already known to Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) 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) as otherwise required by law. Box Personnel with access to Customer Confidential Information shall at all times be subject to confidentiality obligations no less restrictive than those in this Agreement.

14.3 **Permitted Disclosure.** Neither Party will disclose Confidential Information in violation of 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 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 its legal counsel; (c) in connection with the enforcement of rights or performance of obligations under this Agreement; or (d) to respond to an emergency which Box believes in the good faith requires Box to disclose information to assist in preventing the death or serious bodily injury of any person. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Content (x) in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and(y) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction. Customer may disclose Box's then-current SOC2 Type II reports in confidence to Customer's customers, provided that (i) Customer provides the Box SOC2 Type II report to its customers for the sole purpose of evaluating the security of the Box Service for such customer's use of the Box Service; (ii) Customer has a written agreement in place with its customers with which it is sharing Box's SOC2 Type II report sufficient to require such customers to protect Box's SOC2 Type II report as confidential terms that are no less restrictive than those in this Agreement; and (iii) Customer remains liable for any breaches of confidentiality of Box's SOC2 Type II reports by Customer's customers.

14.4 **Open Records Requests.** Any provisions herein that require the Customer to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552, or as applicable, functionally equivalent legislation at the state level, and any applicable order by a United States Federal Court or state court with appropriate jurisdiction. To the extent permitted by law, and as applicable, the Parties acknowledge that such obligations shall be discharged under Section 14.3 (Permitted Disclosure) of the Agreement, and Customer shall provide Box an opportunity to provide Customer with a redacted version of any Confidential Information – including but not limited to this Agreement – that is redacted in a manner that comports with applicable disclosure requirements. Customer will request such redacted version when compelled to produce Confidential Information and provide such redacted reversion to any third-party requester unless otherwise required by applicable law.

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 **Anti-Bribery.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Box Personnel in connection with this Agreement. Customer will use reasonable efforts to promptly notify Box at legalops@box.com should Customer learn of any violation of this restriction.

15.3 **References**. Except as provided in Section 15.13, during the Term of the Agreement, Box may reference Customer as a Box customer in sales and marketing materials and public statements, subject to Customer's trademark and logo usage guidelines as provided to Box. Customer may send Box an email to stories@box.com if it does not wish to be used as a reference.

15.4 **Ambiguities.** Each Party has participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15.5 **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, 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. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement. The Parties agree that only versions of this Agreement and notices provided in the English language are

valid and control. Any documents provided in languages other than English may be used for ease of reference only.

15.6   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.

15.7 Assignment. Except as noted in Section 15.13 below, Customer will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or any part of this Agreement or its rights hereunder without the prior written consent of Box. Any attempted assignment or transfer by Customer without such consent shall be void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement (or Order) without obtaining the other Party's consent: (a) to an affiliate; or (b) in connection with a successor in interest in a merger, reorganization or a sale of all or substantially all of the assets of the Party. 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 permitted successors and assigns.

15.8 Integration; Order of Precedence. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a signed Order, the mutual signed agreement of the Parties hereto, or as noted in Section 15.14 below. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer. Notwithstanding the foregoing, in the event of a conflict between terms of this Agreement and an Order, the terms of the Order shall prevail. This Agreement or any exhibits or addenda, may be executed and delivered, either physically or by electronic means and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.9 Severability. Notwithstanding the language in Section 15.13 below, 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 affect 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.

15.10 Applicable Law; Dispute Resolution. Except as noted in Section 15.13 below, this Agreement will be construed and enforced in all respects in accordance with the laws of the state in which Customer's main facility or campus is located, without reference to its choice of law rules, and any dispute, controversy, or claim arising under, out of, or relating to this Agreement will be finally determined by courts of competent jurisdiction in the state in which Customer's main facility or campus is located, following good faith efforts by the Parties to negotiate a resolution. The Parties hereby submit to the sole and exclusive jurisdiction of such courts, waiving the objection to the propriety or convenience of such venues. Except as noted in Section 15.13 below, the foregoing does not limit or restrict either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

15.11 Third-Party Beneficiaries. Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.

15.12 Force Majeure. Except as noted in Section 15.13, in accordance with GSAR Clause 552.212-4(f), in the event that a Party is prevented or restricted from performing, is unable to perform, or is delayed in performing any of its obligations under this Agreement due to any cause beyond the reasonable control of such Party (including, without limitation, war, terrorism, fire, earthquake, flood, hurricane, riots, acts of God, epidemics/pandemics, extraordinary governmental action, labor union strikes, internet service provider failures or delays, denial of service attacks, or other similar causes) ("**Force Majeure Event**") 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 Force Majeure Event. A Force Majeure Event does not relieve a Party from its payment obligations under the Agreement. The affected Party agrees to use commercially reasonable efforts to address and mitigate the impact of such Force Majeure Event and continue performance to the extent reasonably possible under the circumstances. For the avoidance of doubt, Customer understands that the Box Service may not be provided in countries listed on the Office of Foreign Assets Control sanction list and that Customer's access to the Box Service may be restricted in such countries and such prohibitions shall not constitute a Force Majeure Event.

15.13 U.S. Government Users. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Box Service constitute software and documentation and are provided as "Commercial Services" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212. Moreover, to the extent Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the FAR and the terms and conditions in this Agreement are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders, 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. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613; however, Carahsoft may request termination of this Agreement on behalf of Box if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process 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) 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.

(h) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted except for any indemnities by the U.S. Government that are expressly authorized by statute and specifically authorized under applicable U.S. Government agency regulations and procedures, or that would not otherwise violate the Anti-Deficiency Act (31 U.S. C. § 1341, 41 U.S.C. § 11).

(i) Box 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.

(j) Automatic 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.

(k) Future Fees or Penalties. All of the Manufacturer CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. § 1341, 41 U.S.C. § 11), which prohibits the U.S. 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.

(l) Taxes. All of Manufacturer's CSA clauses regarding Taxes are subject to FAR 52.212-4(k), Taxes (NOV 2023).

(m) Third Party Terms. If any third party software or services are required for Manufacturer to provide the software and services contemplated by this Manufacturer's CSA, any such third party manufacturer will be brought into the negotiation with Manufacturer and the Ordering Activity, or the third party software and services will be acquired separately by the U.S. Government.

(n) Installation and Use of the Software. Installation and use of the Manufacturer software shall be in accordance with this Manufacturer CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer expressly agrees in writing to such terms in a valid task order placed under the Government Contract.

(o) Dispute Resolution and Venue. Any disputes relating to the Manufacturer CSA shall be resolved in accordance with FAR 52.212-4(d), Disputes (NOV 2023), and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Any term in the Manufacturer CSA permitting Box to suspend accounts or requiring dispute resolution in a specific forum or venue, or prescribing a time period for bringing an action that is different from that prescribed by applicable Federal law, is hereby deleted. In the event of a claim or dispute arising under or relating to the Manufacturer CSA: (a) binding arbitration shall not be used unless specifically authorized by Ordering Activity guidance; and (b) equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(p) Limitation of Liability. In addition to any limitation of liability provision in the Manufacturer CSA, 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, Manufacturer and Ordering Activity shall not be liable for punitive damages, except to the extent that 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 the order placed under the Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

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

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

(s) Warranties. Consistent with FAR 12.302, Box's standard commercial warranties in Section 7 of this Agreement replace the Warranty clause at FAR 52.212-4(o).

15.14 Required Updates. Except as noted in Section 15.13, In the event of a change of law applicable to the provisioning of the Box Service (including but not limited to regulatory and policy changes, standards and/or caselaw) or a change or addition of a new Box feature or offering that may be provided subject to additional terms, Box may make updates to this Agreement as required upon at least thirty (30) days' prior notice delivered by e-mail or via the Admin Console. Customer may object to these changes before the end of the notice period, and Box and Customer will negotiate in good faith to amend this Agreement to permit them to continue their contractual relationship in compliance with any such amended requirements. However, if Box and Customer are not able, after negotiating in good faith, to reach agreement on a required amendment, Customer may be precluded from using any such feature or offering of the Box Service subject to the additional terms, and Box may terminate the Agreement in whole or in

part by giving notice at least ninety (90) days prior to the termination date specified in such notice.

EXHIBIT A

Support Services and Service Level Commitments

The following terms and conditions apply unless an Order indicates the purchase of Enhanced Services and incorporates a separate data sheet describing what Support Services are included with the Enhanced Services.

Section 1.   **Definitions.**

Capitalized terms not otherwise defined elsewhere in this Agreement shall have the following meaning:

"Business Response Credit" means the credit that may be available to a Customer that has subscribed to the Business Services under the applicable Order and as specified Response Times below.

"Downtime" means any period during which the Customer is unable to access the Box Service, as measured at the Box network by industry standard tools, due to an Issue which prevents the majority of Customer's Users from accessing Content, expressly excluding Scheduled Downtime.

"Issue" means a single, reproducible issue or problem affecting the functionality of the Box Service for Customer.

"Enhanced Response Credit" means the credit that may be available to a Customer that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Response Times below.

"Enhanced SLC Credit" means the credit that may be available to a Customer that has subscribed to one of the Enhanced Support Services under the applicable Order and as specified under Service Level Commitments below.

"Support Services" means telephone, email or web-based assistance in the resolution of Issues reported by Customer to Box. Available Support Services are:

"Standard Support Services" which is included the Customer's purchase of the Box Service;

"**Business Services**" which is purchased by the Customer and identified under the applicable Order; or

"Premier Services" or **"Platinum Services"** (together, **"Enhanced Support Services"**) which are purchased by the Customer and identified under the applicable Order. For the avoidance of doubt, Enhanced Support Services are separate from Enhanced Services as may be included in the Order.

"Scheduled Downtime" means a scheduled time period in which the Box Service is unavailable for use, and upon notice to Customer where practical.

"**Uptime Percentage**" means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in such calendar month, divided by the total number of minutes in such calendar month.

Section 2.   Support Services.

2.1   Support Services. During the Subscription Period, Box will provide to Customer the applicable Support Services. If Customer has not purchased Business Services or one of the Enhanced Support Services, then Standard Support Services will be provided. Support Services do not include: (a) physical installation or removal of the Box Software and any User Guides; (b) visits to Customer's site; (c) any professional services associated with the Box Service, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design; (d) training; or (e) the set-up, configuration and use of the Box Service.

Box's obligations do not extend to any ongoing test or training instances of the Box Service provided to Customer or Downtime, Issues or errors that are caused by:

   (i)   Third-party hardware or software;
   (ii)   Use of the Box Service in violation of the terms of the Agreement;
   (iii)   Use of the Box Service other than in accordance with any User Guide or the express instructions of Box;

(iv) A Force Majeure Event as defined in the Agreement; or

(v) For users of Box KeySafe, failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS, including required software updates, or any service degradation or downtime (scheduled or unscheduled) experienced by Hosting Partner.

2.2 **Case Prioritization**. When contacting Box for support, Customer will assign a priority to the Issue in accordance with the table below. Box will provide an acknowledgement of a reported Issue to Customer and a support agent will provide a response within the target timeframes specified for the applicable support level (**"Response"**). Upon review of the Issue, and following Box's initial response to the Customer, Box may change the case prioritizations in accordance with the following descriptions:

Level 1 – Urgent: An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.

Level 2 – High: An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.

Level 3 – Normal: An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.

Level 4 – Low: An Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

2.3 **Standard Services Response Times.** If Customer has Standard Support Services, Box will use commercially reasonable efforts to meet the following target Response Times during the hours/days, as outlined below.

Support Hours: 6AM – 6 PM Customer local time, Monday – Friday
Support Language: English
Support Access Method: Web/Email
Support Response Method: Web/Email
Number of Support Requests: Unlimited
Response Times:
    Level 1 – Urgent: Within 4 business hours
    Level 2 – High: Within 8 business hours
    Level 3 – Normal: Within 1 business day

2.4 **Business Services Response Times.** If Customer has purchased Business Services, Box will respond in accordance with the Response Times below. If Box fails to meet the response times, Customer may be entitled to a response time credit as outlined below ("**Business Response Time Credit**"):

Support Response Hours: 24 hours/day, 365 days/year
Support Language: English
Support Access Method: Web/Phone/Email
Support Response Method: Web/Phone/Email
Number of Support Requests: Unlimited
Response Times:
    Level 1 – Urgent: Within 2 hours
    Level 2 – High: Within 4 hours
    Level 3 – Normal: Within 4 hours
    Level 4 – Low: Greater than 4 hours

2.5   Enhanced Support Services Response Times. If Customer has purchased one of the Enhanced Support Services, Box will respond in accordance with the Response Times below (for cases submitted in English). If Box fails to meet the response times, Customer may be entitled to a response time credit as outlined below ("**Enhanced Response Time Credit**"). The below response times apply to cases submitted in English.

   Support Response Hours: 24 hours/day, 365 days/year
   Support Language: English or local language (based on availability)
   Support Access Method: Web/Phone/Email
   Support Response Method: Web/Phone/Email
   Number of Support Requests: Unlimited
   Response Times:
        Level 1 – Urgent: Within 1 hour
        Level 2 – High: Within 2 hours
        Level 3 – Normal: Within 2 hours
        Level 4 – Low: Greater than 2 hours

2.6   Business Services and Enhanced Support Services Response Time Credits. If Customer has purchased Business Services or one of the Enhanced Support Services and Box fails to meet the applicable Response Times associated with Business Services or Enhanced Support Services, Customer may be entitled to a response time credit as outlined below ("**Response Time Credit**").

Response Time Credits: Customer will be eligible to receive a Response Time Credit, provided that:

   (a) Customer has purchased Business Services or one of the Enhanced Support Services;

   (b) Customer has opened a support ticket for an Issue; and

   (c) Box fails to meet the response times for Level 1 and Level 2 support tickets three (3) times during the given calendar month;

Collectively, a "**Response Credit Event**".

In the event that Customer incurs a Response Credit Event, Customer will receive a Response Time Credit of fifteen (15%) percent of the fees paid by Customer for the applicable Business Support Service or Enhanced Support Service for the month the Response Credit Event occurred. The Response Time Credit will be calculated on a straight-line, pro-rated basis with respect to any fees paid in advance. Notwithstanding anything to the contrary, in no event will the total amount of Response Time Credits exceed the applicable Business Services or Enhanced Support Services fees paid by Customer for the corresponding month. For clarity, for the purpose of calculating Response Time Credits, calendar months are calculated based on US Pacific Time Zone.

The Response Time Credit is Customer's sole and exclusive remedy for any failure by Box to meet any response time performance obligations pertaining to the Box Service as set out in this Exhibit A.

Customer is not eligible to receive Response Time Credits during any period of time when payments owed are past due.

For Customer Orders placed through Box, Response Time Credits will be issued by Box, as determined in its sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Customer orders placed through a Box Reseller, Response Time Credits, if any, will be issued as provided in the applicable agreement between Customer and Box Reseller.

2.7   Key Rotation. If Customer is purchasing KeySafe KMS, Box may assist Customer in the implementation of the initial key. If Customer changes the key ("Key Rotation(s)"), Customer will coordinate with Box, and Customer will be solely responsible and liable for any such Key Rotations. Customer acknowledges that if it improperly manages the Key Rotation, then: (a) Customer may not be able to decrypt or otherwise access its Content; and (b) Box will not be able to

help Customer decrypt or otherwise access the Content. In no event will Box be responsible or otherwise liable for the Key Rotations or impacts of the Key Rotations.

Section 3.   Service Level Commitments

3.1.   Standard Support Services. If Customer has Standard Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

3.2.   Business Services. If Customer has purchased Business Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

3.3   Enhanced Support Services. If Customer has purchased one of the Enhanced Support Services, Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%. If Box fails to the meet the Uptime Percentage Customer will receive Enhanced SLC Credits as follows:

Uptime Percentage	Enhanced SLC Credit Percentage
Less than 99.9% but equal to or more than 99.8%	5%
Less than 99.8% but equal to or more than 99.7%	10%
Less than 99.7% but equal to or more than 99.6%	15%
Less than 99.6% but equal to or more than 99.5%	20%
Less than 99.5% but equal to or more than 99.4%	25%
Less than 99.4% but equal to or more than 99.3%	30%
Less than 99.3% but equal to or more than 99.2%	35%
Less than 99.2% but equal to or more than 99.1%	40%
Less than 99.1% but equal to or more than 99.0%	45%
Less than 99.0%	50%

Customers who have purchased one of the Enhanced Support Services will be eligible to receive SLC Credits provided that:

(a) Customer has reported an Issue related to a Downtime event by filing a ticket with Box support within fifteen (15) days of the Downtime event; and

(b) once Customer receives the Uptime Percentage report provided by Box and confirms Uptime Percentage as below 99.9% in the month the issue was experienced, Customer has provided Box a written claim request for Enhanced SLC Credits within fifteen (15) days of the date of uptime percentage report.

The Enhanced SLC Credits will be equal to the SLC Credit percentage multiplied by the fees paid by Customer for the Box Service that are attributable to the corresponding calendar month (calculated on a straight line, pro-rated basis with respect to any fees paid in advance) and then pro-rated for based on affected Users. Notwithstanding anything to the contrary, in no event will the total amount of Enhanced SLC Credits, if any, exceed the fees paid by Customer for the Box Service in the corresponding month. For clarity, for the purpose of calculating Enhanced SLC Credits, calendar months are calculated based on US Pacific Time Zone. The Enhanced SLC Credit is Customer's sole and exclusive remedy for any failure by Box to meet any service level obligations pertaining to the Box Service as set out in this Exhibit A. Customer is not eligible to receive Enhanced SLC Credits during any period of time when payments owed are past due.

For Customer Orders placed through Box, Enhanced SLC Credits will be issued by Box, as determined in Box's sole discretion, either by applying to future billing cycle(s) or as a refund against annual fees earlier paid. For Customer

orders placed through a Box Reseller, Enhanced SLC Credits, if any, will be issued as provided in the applicable agreement between Customer and the Box Reseller.