

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Carahsoft Technology Corp. with an address at 11493 Sunset Hills Road, Suite 100, CA, 20190 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Andre Monostori at phone number 805-568-2606 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Sam Simpson at phone number 571-662-3410 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### 2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jason Womack, ICT County of Santa Barbara, 105 E Anapamu St., Room 304, Santa Barbara CA, 93101

To CONTRACTOR: Sam Simpson, Carahsoft Technology Corp., 11493 Sunset Hills Road, Suite 100, CA, 20190

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### 3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference (hereafter services).

### 4. TERM

CONTRACTOR shall commence performance of the services on September 30, 2022, and end performance upon completion, but no later than September 29, 2025, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten

thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may

terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement, including all Exhibits attached hereto and the Purchase Order submitted by COUNTY to CONTRACTOR for the services, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**33. BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

**EXHIBIT B – FINANCIAL PROVISIONS**

EXHIBIT B      Financial Provisions

EXHIBIT B-1    Schedule of Rates

EXHIBIT B-2    Schedule of Rates

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D – HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Carahsoft Technology Corp.

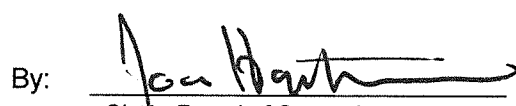
**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

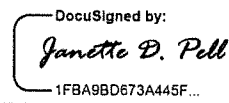
**COUNTY OF SANTA BARBARA:**

By:   
Chair, Board of Supervisors

Date: 11-1-22

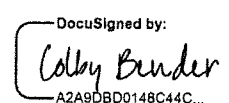
**RECOMMENDED FOR APPROVAL:**

General Services  
Janette Pell

By:   
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Department Head

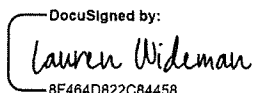
**CONTRACTOR:**

Carahsoft Technology Corp.

By:   
A2A9DBD0148C44C...  
Authorized Representative  
Colby Bender  
Name: \_\_\_\_\_  
Title: Contracts Director

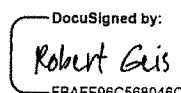
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
8F464D822C84458...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
FBAFF96C568046C...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
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Risk Management



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**EXHIBIT A**

**STATEMENT OF WORK**

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**1. SUMMARY.** Box, Inc. (“Box”) provides a cloud-based content management platform, applications, and services (“Box Services”). Carahsoft Technology Corp. (“Carahsoft” or “Contractor”) is an authorized reseller of Box Services pursuant to a Manufacturer’s Commercial Supplier Agreement by and between Carahsoft and Box (“Reseller Agreement”).

**2. ACCESS AND USE.**

**A.** Contractor shall cause Box, pursuant to its Reseller Agreement with Box, to provide to County the Box Services described in Exhibits B-1 and B-2 to this Agreement (Schedule of Rates), in accordance with the following documents (such documents listed immediately below, collectively, the “Box Service Terms”):

1. Carahsoft Rider to Manufacturer Commercial Supplier Agreements (for U.S. Government End Users) Version 20160504
2. Box Service Agreement
3. Feature Matrix
4. Platform Addendum to the Box Service Agreement
5. Box Consulting KeySafe Services Statement of Work
6. SmartStart Statement of Work
7. Box Governance Setup Statement of Work
8. Box Consulting Project Statement of Work
9. Consulting Services datasheets
10. Box KeySafe Addendum to the Box Service Agreement
11. Priority Services datasheet

True and correct copies of each of the documents comprising the Box Service Terms are attached hereto as Attachment 1 and incorporated herein by reference.

**B.** All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Box Service Terms.

**C.** County access and use of the Box Services are pursuant to the Box Service Terms.

**D.** Notwithstanding anything in this Agreement, the Box Service Terms, or the quotes provided by Carahsoft to County with respect to the Box Services (“Carahsoft Quotes”) to the contrary, in the event of conflict between (i) the provisions of this Agreement other than the Box Service Terms, and (ii) the provisions of any of the Box Service Terms or the Carahsoft Quotes, then the provisions of this Agreement other than the Box Service Terms shall prevail.

**SERVICE LEVELS AND SUPPORT.** The Box Services shall be made available to County in accordance with the service levels specified Exhibits B-1 and B-2, as described in greater detail in the Box Service Terms.

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

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

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

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

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

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

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

- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.
- (u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## BOX SERVICE AGREEMENT

(Web terms v.050912)

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

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

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

### Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **Section 6. Box Obligations**

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

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

#### **Section 7. Proprietary Rights**

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

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

#### **Section 8. Government Users**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. Warranty and Disclaimer**

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

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

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

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

## **Section 12. Indemnification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

**ADDITIONAL SPECIFICATIONS FOR ACCOUNTS**

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

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

## EXHIBIT B

### SERVICE LEVEL COMMITMENTS AND SUPPORT SERVICES

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

#### 1. Exhibit Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Scheduled Downtime and Guaranteed Up Times

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

**SLC Credits Table**

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

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

### 4. Availability of SLC Credits

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

### 5. Support Services

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

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

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

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



**6. Case Prioritization**

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

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

**7. Response Times**

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

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

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

**8. Premier Support Credits**

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

## **Box Service Agreement (v06102020)**

### **Frequently Asked Questions (FAQ)**

Thank you for reviewing the Box Service Agreement (“**BSA**”). We understand and appreciate that sometimes contract reviewers are asked to redline agreements without being given a complete understanding of what is being purchased. We hope that the following will be useful as you review the BSA as it relates to Box’s enterprise cloud service offering (the “**Box Service**”). **Please note, this FAQ does not constitute legal advice. This FAQ is provided for informational purposes only and does not form part of the BSA and will be deleted in the next version of the BSA that you receive from us.**

#### **What is your company purchasing?**

The Box Service is a cloud content management subscription service that enables customers to manage their universe of content. The Box Service is provided by way of a multi-tenancy SaaS model that is delivered through the web and allows you to access your content across various devices of your choice (e.g. desktop, laptop, tablets, smartphones).

#### **How is the Box Service different than installed software?**

The Box Service is a cloud-based subscription service in which Box provides an access grant. There is no “delivery” or “installation” required separate and apart from being providing access to a Box Service account. While an on-premise software provider typically offers a customizable model, Box follows the one-to-many business model ensuring that all customers are on the same release at all times for the specific level of service that a customer has purchased. As Box rolls out new versions for the various plans, customers receive the benefit of these code pushes for their specific level. This cloud-based business model allows a customer to purchase a more cost-effective and a highly configurable cloud platform.

#### **Is there a “delivery” or “acceptance period” for the Box Service?**

The Box Service is a subscription service which relies on a cloud-based “delivery” model that is different from other delivery models. As a user of the Box Service only needs access to an account which is granted through the provisioning of an account, the concept of “delivery” or an “acceptance test” is made obsolete and therefore does not exist in a cloud-based subscription model.

#### **What are the Third-Party Products that Section 3 of the BSA is referring to?**

A customer can choose to use third-party applications, services or products in conjunction with its use of the Box Service. These are not necessary to use the Box Service and are completely at the discretion of the customer. Any such third parties require the customer to have a separate agreement with them directly and a customer’s use of these third-party products are subject to that separate agreement. Box has no liability for any such third-party products as they are not necessary to utilize the full benefit of the Box Service. Note, however, that the customer’s Box account administrator can set controls on the utilization of third-party applications, including a full restriction on selected applications.

#### **What are Box’s data security commitments?**

Under Section 4.1 and Exhibit B of the BSA, Box contractually commits to implement commercially reasonable administrative, physical, and technical measures. In practice, these include among others 256-bit AES data encryption, and compliance with ISO 27001, SSAE16/SOC1 Type II (SAS70) and AT-101/SOC2 Type II (collectively “**Reports**”) or their recognised substantially equivalent standards. In light of the single back-end support model, Box does not agree to individual customer security policies. All controls set forth in the Reports are conducted by independent third-party auditors or aligned with certifications and a customer can request copies by providing Box with a written request on an annual basis.

#### **Is it possible to attach our security exhibit or addendum?**

Box strives to be transparent with its controls and procedures provided in our Security Exhibit (Exhibit B of the BSA) and through its SOC1 and SOC2 reports as well as its contractual commitments such as those stated in Section 4 of the BSA. Box’s ability to continue to provide this high level of protection relies on the standardization of our security and privacy controls and processes and therefore we cannot include security exhibits or addenda in addition to commitments already provided in the BSA.

#### **Does Box offer an SLA?**

Yes, Box has a service level agreement included in Exhibit A of the BSA so customers always know Box’s commitments regarding service levels. Box offers both standard support and enhanced support services. Since Box is offering the Box Service on a multi-tenancy model and has the same operational business model for our entire customer base, the SLA cannot be modified on a customer by customer basis. For customers that purchase one of the enhanced support services, Box provides service credits in the event of certain SLA failures as outlined in Exhibit A of the BSA.

#### **How do we get our data back when the subscription ends?**

Customers own their content at all times (see Section 8.1 of the BSA). Customers can retrieve their content stored in the Box Service at any time during their subscription period. Section 11.5 of the BSA outlines Box's standard process for a final content removal upon a termination of the relationship.

**Is the customer responsible for content the customer placed on the Box Service?**

Yes. The Box Service allows the customer to configure its instance of Box through the Administrative Console. In addition, the Customer controls who it invites to use the Box Service, the permissions allowed for such use and all the content uploaded and collaborated on through the Box Service. Box does not monitor the content. Since the customer controls all such aspects, customer is required to abide by certain acceptable uses of the Box Service as set forth in Section 2.2 of the BSA.

## BOX SERVICE AGREEMENT

(v06102020US)

This Box Service Agreement is entered into by and between Box, Inc. ("**Box**") and the customer identified in the corresponding Order referencing this Agreement ("**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 upon execution by Customer of the initial Order for the Box Service ("**Agreement Effective Date**").

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 User account(s) created by a User for itself or on behalf of Customer (including all accounts created by or for Customer's Administrators, Managed Users, or External Users) to use the Box Service.

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

"**Administrative Console**" means the functionality within the Box Service that allows Customer to manage User access, security and other administrative functionality for Accounts.

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

"**Box Reseller**" means an entity that has entered into an agreement with Box that, among other things, authorizes the entity to resell the Box Service 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.

"**Content**" means the electronic files uploaded by Users into Customer's Box Service account.

"**Customer Domain**" means any and all internet domains registered, owned or controlled by Customer and which are associated with an email address used by one or more Users to register an Account.

"**Data Protection Legislation**" means the laws and regulations of the State of California, 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 with a Managed User, and whose account was registered using an email address that is not associated with a Customer Domain.

"**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 associated with a Customer Domain.

"**Order**" means the separate executed document(s) under which Customer subscribes to the Box Service, products or services 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.

**"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 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.

**"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 registered to Customer; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service in accordance with the subscription plan and quantities purchased under the applicable Order. Customer's ability to use the Box Service and deploy Accounts is subject to the limits of the applicable Order and product feature matrix ("**Order Limit**"). For the avoidance of doubt, Accounts for (x) Managed Users and (y) External Users which are deployed, created or directly managed by a Customer Administrator each count towards Customer's Order Limit. Box may restrict or limit Customer's ability to deploy additional Accounts above the Order Limit.

**2.1(b) API Access.** Subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any 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 of API calls purchased by Customer in the applicable Order.

**2.1(c) Overages.** During the Subscription Period, Box may provide Customer with a report identifying the number of Accounts (or other usage) that, at any time, exceeds the Order Limit, and Box (or Box Reseller, if applicable) may provide Customer with an Order for the additional required purchases ("**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; (ii) increase the Order 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.

**2.2 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 product feature matrix and 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. Customer agrees not to knowingly 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; (d) in any manner that is knowingly 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 in User Account(s); or (f) in violation of any applicable export law or regulation.

**2.3 Suspension of User Access to Service.** Box may suspend a User's 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, Box's right to suspend a User's 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, regulation, order or 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.

**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 chooses to use any Third-Party Products that Box makes available in connection with the Box Service, Box will give effect to Customer's instruction as needed and as it relates to Customer use of such Third-Party Products. Customer's use of any Third-Party Products and any exchange of any information between Customer 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. Such security program will conform to the Box Security Exhibit attached hereto as Exhibit B. 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 set forth in Exhibit B and the recent Audit Reports in effect as of the Agreement Effective Date.

**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. Box has certain products and features that enable storage and/or Processing of Content outside of the United States and those products or features shall be subject to separate terms and conditions as may be agreed to between the Parties.

**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 above) 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.

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

**5.1 Establishment of Accounts.** Customer will promptly appoint an Administrator for the Administrative Console 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 of User 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. 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. If an External User directly managed by Customer belongs to a third party which controls that External User's email address, and such third party establishes a direct relationship with Box, then Box may require the transfer of such External User into that third party's Box Service account.

**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 a User's 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.

**Section 6. Support and Service Level Commitments.** Exhibit A to this Agreement sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period.

### **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 Mutual Warranties.** 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.

## **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.

## **Section 10. Fees and Payment**

**10.1 Fees.** Customer agrees to pay all fees set forth on all Orders 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.** 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 issued by Box. In the event Customer disputes any invoiced fees, Customer will 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. Customer will promptly reimburse Box for any cost or expense incurred in connection with any collection efforts undertaken by Box in connection with any undisputed past due amount owed under this Agreement. At Box's discretion, undisputed past due amounts may accrue a late fee equal to the lesser of 1.5% per month or the maximum amount allowed by applicable law.

**10.4 Taxes.** 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 occurring under Customer's Box Service account after the date Box receives and reasonably processes such tax exemption certificates.



**10.5 Non-Payment Suspension.** If 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.** 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) will automatically renew for the same period of time as the Subscription Period of the prior Order, unless either Party notifies the other Party in writing of its intent not to renew the applicable Order(s) at least thirty (30) days' prior to the end of the then-current Subscription Period of such Order(s).

**11.3 Termination for Cause.** 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 Termination for Insolvency.** Either Party may terminate this Agreement for cause if the other Party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding ("**Insolvency Proceeding**"). Customer acknowledges that the Box Service is a service, not a good, provided pro rata over the Term on a daily basis. Any use of the Box Service by Customer after the commencement of an Insolvency Proceeding is an actual, necessary cost and expense of preserving Customer's estate. Customer agrees that nothing herein shall limit Box's rights of offset or recoupment and that Box is entitled to offset or recoup the value of Box Service provided after Customer becomes subject to an Insolvency Proceeding against any claim brought by or on behalf of Customer, including any state or federal preference, fraudulent transfer or other avoidance action.

**11.5 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.

**11.6 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 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.

**12.2 Indemnification by Customer.** Customer will defend Box against any third-party claim: (a) that any Content, or Customer's use of the Box Service in breach of this Agreement, 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); or (b) relating to any Content or to Customer's use of the Box Service in violation of Section 2.2 (Acceptable Use of the Box Service). 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) 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.

**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) Personal Data; and (c) 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.

## **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](mailto:legalops@box.com) should Customer learn of any violation of this restriction.

**15.3 References.** 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](mailto: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](mailto:legalops@box.com). Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.

**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.** 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. Box may assign this Agreement (or Order) without obtaining Customer's consent: (a) to an affiliate of Box; 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 Box. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective 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 writing signed by both Parties hereto. 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.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

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

**15.11 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.** 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 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 Items" 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.

## EXHIBIT A

### Support Services and Service Level Commitments

#### 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 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.

**“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; or
- (iv) A Force Majeure Event as defined in the Agreement.

**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.

### **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 meet the Uptime Percentage Customer will receive Enhanced SLC Credits as follows:

<b>Uptime Percentage</b>	<b>Enhanced SL Credit Percentage</b>
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.



## EXHIBIT B

### Box Security Exhibit

**Section 1. Purpose.** This Security Exhibit sets forth the information security program and operation policies that Box will maintain in order to protect Customer's Content from unauthorized use, access or disclosure, while Box is in possession of Customer's Content.

**Section 2. Information Security Management System.** Box will maintain throughout the Term of the Agreement a comprehensive information security management system (the "ISMS") which includes administrative, technical and physical safeguards designed to: (a) protect and secure Content from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of Customer's Content. The ISMS will be documented and kept current by Box based on changes to industry standard information security practices and legal and regulatory requirements applicable to Box.

**Section 3. Standards.** Box's ISMS will, at a minimum, adhere to applicable information security practices as identified in International Organization for Standardization 27001 (ISO/IEC 27001) (or a substantially equivalent or replacement standard) or other authoritative sources (e.g. SSAE 18, SOC1, SOC2).

**Section 4. Independent Assessments.** On an annual basis, Box has an independent, suitably qualified third-party organization conduct an independent assessment consisting of a Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality and/or Privacy (SOC2 Type II) or such other comparable assessment at its sole discretion (e.g. ISO 27001 Certification,) and Box will provide a copy of such assessment to Customer upon Customer's written request to Box. Box also undergoes at least an annual penetration test from independent, suitably qualified third parties, and Box will provide Customer with an executive summary of the most recent penetration test results upon Customer's written request to Box.

**Section 5. Information Security Policies.** As part of the ISMS, Box will implement, maintain, and adhere to its internal information security and privacy policies that address the roles and responsibilities of Box Personnel, including both technical and non-technical Box Personnel, who have direct or indirect access to Content in connection with providing the Box Service. Box's information security policies provide for continual assessment and re-assessment of the risks to the security of the Box Service, including: (a) identification of internal and external threats that could result in a Security Breach (as defined below); (b) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of Content; and (c) assessment of the sufficiency of the policies, procedures and information systems of Box, and other arrangements in place, to control risks. Additionally, Box's information security policies address appropriate protection against such risks. Box's information security policies shall, at a minimum, include:

- (i) organization of information security
- (ii) asset management
- (iii) human resources security
- (iv) physical and environment security
- (v) communications and operations management
- (vi) access control
- (vii) information systems acquisition
- (viii) development and maintenance
- (xi) information security incident management
- (xii) business continuity management

### **Section 6. Information Security Operations.**

**6.1 Access Controls.** In accordance with the ISMS, Box shall maintain appropriate access controls (physical, technical, and administrative), which shall include the following as applicable:

**6.1(a) Box Service Access Controls.**

**6.1(a)(i) Physical Access Controls.** Box will implement the following suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment used to process Content:

- (a) Access authorizations for Box Personnel and third parties;
- (b) Keycards and passes;
- (c) Restrictions on keys;
- (d) Appropriate requirements for third parties;
- (e) Identifying of the persons having authorized access;
- (f) Protection and restriction of entrances and exits;
- (g) Establishing security areas especially for deliveries and handover;
- (h) Securing the building (security alarm system, supervision by guards).

**6.1(a)(ii) Technical Access Controls.** Box will implement the following suitable measures to prevent unauthorized reading, copying alteration or removal of the data media, unauthorized input into memory and reading/alteration/deletion of Content:

- (a) Access authorization requirements;
- (b) Identification of workstation and / or the users accessing Box systems;
- (c) Automatic disablement of user IDs after multiple erroneous passwords entered;
- (d) Logging of events and activities (including monitoring of break-in attempts);
- (e) Issuing and safeguarding of identification codes;
- (f) Dedicated workstations for users;
- (g) Authenticating authorized persons;
- (h) Use of encryption where deemed appropriate by Box;
- (i) Separating production and non-prod environments;
- (j) Automatic session log-off of users that have been inactive for a period in excess of thirty (30) minutes;
- (k) Designating areas in which data media may / must be located;
- (l) Designating persons in such areas for authorized handling and removal of data media;
- (m) Controlling the removal of data media;
- (n) Securing the areas in which data media is located;
- (o) Controlled and documented destruction of data media.

**6.1(a)(iii) Data Access Controls.** Box commits that Box Personnel entitled to use Box's data processing systems will only access data within the scope and to the extent covered by the respective access permission (authorization). This will be accomplished by:

- (a) Securing workstations;
- (b) Requirements for user authorization driven by need basis;
- (c) Appropriate confidentiality obligations;
- (d) Differentiated access policies based on function and scope (e.g. partial blocking);
- (e) Controlling destruction of data media;
- (f) Deleting remaining data before changing data media;

(g) Policies controlling the production of backup copies.

**6.1(a)(iv) Transmission Controls.** Box will implement the following suitable measures to secure Content processed through the use of the Box Service:

- (a) Authenticating authorized persons;
- (b) Securing confidential data media;
- (c) Documentation of transfer, retrieval and transmission;
- (d) Encrypting external online transmission.

**6.1(a)(v) Input Control.** Box will provide for the retrospective ability to review and determine the time and the point Content is entered into the Box Service by utilizing electronic recording of data processing.

**6.1(a)(vi) Organizational Controls.** Box will implement the following suitable measures to maintain its internal organization in a manner that meets the requirements of ISMS:

- (a) Maintaining Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for development, testing and release;
- (b) Implementing an emergency/backup contingency plan;
- (c) Implementing a formal Business Continuity and Disaster recovery plan.

**6.1(a)(vii) Control of separation of Content.** Box will implement suitable measures to allow the separate processing of Content which have been collected for different purposes. This will be accomplished by the logical separation of Customer Content from another customer's content.

**6.2 Encryption.** Box will encrypt Content at rest within the Box Service using an AES algorithm or another industry-recognized cipher that is at least as secure for encryption of Content at rest with a default value of at least 256-bit strength. For Content in transit to and from the Box Service, Box provides encryption that is at least as secure as TLS unless Customer uses a method of transmission or feature which does not support encryption (such as unencrypted FTP, email, etc.).

**6.3 Network and Host Security.** Box has network intrusion detection in place. In accordance with its ISMS, Box uses commercially reasonable efforts to ensure that Box Service operating systems and applications that are associated with Content are patched or secured to mitigate the impact of security vulnerabilities in accordance with Box's patch management processes and industry standard practices.

**6.4 Data Management.** In accordance with its ISMS, Box has information security infrastructure controls in place for Content obtained, transported, and retained by Box for the provision of the Box Service. Box will, in accordance with its security policies and processes, destroy, delete, or otherwise make irrecoverable Content: (a) following the termination or expiration of the Agreement; and (b) upon the disposal or repurposing of storage media containing Content.

**6.5 Audit Logging and Monitoring.** Box shall implement the following controls for audit logging and monitoring:

**6.5(a) Audit Logging.** Audit logging shall be enabled on systems that contain Customer Content to capture at a minimum the security-related events defined below:

- (i) Account logon (both successful and unsuccessful) and logoff;
- (ii) Failed access attempts;
- (iii) Account lockouts;
- (iv) Elevation of privileges (both successful and unsuccessful), and every use of elevated privileges or actions taken while privilege is elevated;
- (v) Creation, modification and deletion (both successful and unsuccessful) of:
  - (a) Accounts or logon identifiers;
  - (b) Group memberships;
  - (c) Access privileges/attributes for accounts and groups;

(d) User rights and permissions.

(vi) Changes in account or logon identifier status (both successful and unsuccessful);

(vii) Modifications to, or unauthorized attempts to modify, the security configuration, security function or authorization policy.

**6.5(b) Audit Logs.** Audit logs shall capture, at a minimum, the information for each security-related event defined below:

(i) User, system or process identifier that triggered the event;

(ii) Description of the event;

(iii) Date and time the event occurred (the date and time must be periodically synchronized to ensure it is accurate);

(iv) Identifier of the system generating the event (e.g. IP address);

(v) Authorization information associated with the event.

**6.5(C) Audit Log Retention.** Audit logs shall be retained for not less than ninety (90) days. Audit logs shall be protected from accidental or intentional modification or destruction.

**6.6 Physical and Environmental Security.** Box shall:

(a) Implement physical access control mechanisms (e.g. electronic access control, locks) to ensure only authorized persons can obtain physical access to facilities from which the Box Service is provided;

(b) Lock and/or have strong access controls in place to control access to all of its data centers, equipment rooms, telecommunication closets and utilities;

(c) Conduct at least annual inspections of the perimeter and all access control mechanisms to provide assurance that its hardware cannot be easily manipulated or bypassed to gain unauthorized access;

(d) Establish protocols to protect against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural or man-made disaster at Box facilities and data centers;

(e) Require any individuals within the facilities are able to be immediately identified (e.g. using identification badges, visual recognition or other means);

(f) Monitor access/egress points by security staff and/or recorded with security cameras twenty-four (24) hours a day, seven (7) days a week at a facility that contains Customer Content. Security camera recordings shall be stored for no less than sixty (60) days;

(g) Require unique registry for all visitors and maintain access control logs at data centers.

**6.7 Equipment Security.** Box shall:

(a) Protect its systems and other equipment to reduce the risk from environmental threats and hazards and opportunities for unauthorized access;

(b) Protect equipment that is power-dependent from power failures, surges and other electrical anomalies;

(c) Protect all power, telecommunication and network cabling from unauthorized access and damage;

(d) Maintain its systems and other equipment to ensure its continued availability and integrity;

(e) Implement exit procedures to control unauthorized removal of systems and other equipment.

**6.8 Training.** Box shall provide regular training (or require regular training to be provided) to Box Personnel on security and privacy requirements to the extent applicable to their roles. Such training shall occur at least annually and upon initial employment.

**6.9 User Controls.** Notwithstanding the foregoing, Customer understands and agrees that it is responsible for provisioning its Users in appropriate roles within the Box Service with the appropriate levels of access to Content. The Box Service shall enable Customer to configure Customer's Box Service instance. Notwithstanding anything to the contrary in this Security Exhibit, Customer understands and acknowledges that Customer will be solely responsible for implementing and maintaining access and security controls on its own devices and systems.

## **Section 7. Security Breach Management.**

**7.1 Notice.** For the purposes of this Agreement, a “**Security Breach**” means the unauthorized use, access or disclosure of Content. Box will promptly notify Customer of any confirmed Security Breach. Box will cooperate with Customer’s reasonable requests for information regarding any such Security Breach, and Box will provide regular updates on the Security Breach and the investigative action and corrective action taken. Notification will be delivered to the Administrator(s) of Customer’s Box Service account (“**Notification Email Address**”). Customer is solely responsible for ensuring that the Notification Email Address associated with Customer’s account is current and valid.

**7.2 Remediation.** In the event Box knows or has reason to know of a Security Breach, Box will, at its own expense: (a) investigate the actual or suspected Security Breach; (b) provide Customer with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, upon Customer’s written request; (c) remediate the effects of the Security Breach in accordance with such remediation plan; and (d) reasonably cooperate with Customer and any law enforcement or regulatory official investigating such Security Breach.

**Section 8. Business Continuity and Disaster Recovery.** Box implements and maintains business continuity and disaster recovery capabilities designed to minimize disruption of providing the Box Service to Customer in the event of a disaster or similar event. Box shall review its business continuity and disaster recovery plans on at least an annual basis and update such plans, as needed in accordance with generally accepted industry standards. Further, Box will perform (or have a qualified third party perform) at least annual testing of its business continuity and disaster recovery capabilities and provide to Customer, upon written request, a summary of Box’s business continuity and disaster recovery capabilities, including related testing performed during the last year.

**Section 9. Subprocessors.** Box requires that, prior to engaging in any Processing, a Subprocessor must enter into a written Agreement with Box agreeing to meet Box’s security and privacy standards. Subprocessors authorized to perform services on behalf of Box shall commit to an appropriate obligation of confidentiality, in no event less protective than the Agreement. Box, at its sole discretion and in accordance with its vendor management program, will perform periodic vendor assessments for security and privacy. Box will only permit Subprocessors to access what is necessary to provide the Box Service and any associated services. Box will remain liable for all responsibilities and obligations of Box under the terms and conditions of the Agreement, even if such responsibilities and obligations are performed by Box’s Subprocessors. Information regarding current Subprocessors that may Process Content, including Customer Personal Data, can be found on the Box Subprocessor website found here: <https://www.box.com/legal/subprocessors>. This Subprocessor list may be updated from time to time by Box. Customer and its Users may subscribe to updates to this list on the Subprocessor website.

**Section 10. Background Checks.** Where legally permitted and in accordance with local law and custom, Box shall perform the following background checks:

(a) For US-based employees, on hire, Box’s background checks include: SSN Trace, Criminal County Search (7-Year Address History), Multi-State Instant Criminal Check, Nationwide Sex Offender Registry Check, OFAC Check, OIG/GSA Combined Search. Box also uses E-Verify and confirms employment eligibility via the Form I-9 for all employees.

(b) For Canada-based employees, on hire, Box’s background check consists of Canada Criminal Search (CPIC).

(c) For UK-based employees, on hire, Box performs ID verification, criminal record checks in the UK, credit and address check verification (6 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(d) For Japan-based employees, Box cannot agree to perform any types of background checks as background checks are not permitted by law in Japan.

(e) For EU-based employees (but not based in the UK), on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers, where legally permitted and in accordance with local law and custom).

(f) For Australia-based employees, on hire, Box performs ID verification, international criminal checks, credit and address check (up to 7 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(g) For Subprocessors, Box will require that material Subprocessors perform background checks for their personnel performing services for Box in accordance with applicable local laws and customs, to the extent related directly to the Box Service.

Collaboration and Workflow	Security	Compliance
<p><b>Unlimited</b></p> <p>User storage</p> <p>File upload/download size (max. GB)</p> <p>Version history (up to # per file)</p> <p>File sharing, previewing, and locking</p> <p>Box Mobile app</p> <p>Box Edit</p> <p>Box Drive and Box Sync</p> <p>Search, Collections, and Recents</p> <p>Box Notes</p> <p>File Request</p> <p>User management</p> <p>Shared links</p> <p>Custom branding and URLs</p> <p>Box Embed</p> <p>Comments</p> <p>Tasks and approvals</p> <p>Thumbnail preview</p> <p>User statistics</p> <p>Custom terms of service</p> <p>Custom metadata and metadata templates</p> <p>Custom search filters</p> <p>External users in folders</p> <p>Annotations</p> <p>What's new message center for Admin(s)</p>	<p><b>Encryption</b></p> <p>Granular access and collaboration controls</p> <p>User-enabled 2-factor authentication</p> <p>Shared link password security and link expiration controls</p> <p>Usage logs</p> <p>File statistics</p> <p>Bulk managed user provisioning</p> <p>Box Verified Enterprise</p> <p>Box Accelerator</p> <p>Box Network Connect (e.g. with AT&amp;T and NTT)</p> <p>Content manager</p> <p>Admin activity tracking</p> <p>Admin role delegation</p> <p>Sandboxes (up to 10 environments for testing and development)</p> <p>Security tab</p> <p>Password policy enforcement</p> <p>2-factor authentication for external users</p> <p>Device trust</p> <p>Document watermarking (incl. vector-based)</p> <p>Box Shield:</p> <p>Native security classifications</p> <p>Classification-based access policies</p> <p>Threat detection rules and alerts</p> <p>Automated classification</p> <p>Box KeySafe</p> <p>Independent key control, Unchangeable audit log, Content kill switch</p> <p>Options include: AWS KMS, AWS KMS Custom Key Store, AWS KMS GovCloud</p>	<p><b>Compliance</b></p> <p>SOC 1, SOC 2, SOC 3</p> <p>ISO 27001, 27017, and 27018</p> <p>APEC CBPR and APEC PRP</p> <p>FIPS 140-2</p> <p>Binding Corporate Rules (BCRs)</p> <p>BSI C5</p> <p>FERPA</p> <p>PCI DSS v3.2.1</p> <p>G-Cloud Framework</p> <p>NIST 800-171</p> <p>IRS 1075</p> <p>HIPAA/HITECH</p> <p>FedRAMP Moderate, StateRAMP Moderate, FISMA, DoD IL4</p> <p>SEC 17a-4 (FINRA) (Governance req'd)</p> <p>Export Control (ITAR/EAR) (Requires Box KeySafe)</p> <p>Box GxP Validation:**</p> <p>Annual audit of Box quality management system (QMS)</p> <p>Initial validation accelerator pack (VAP)</p> <p>Change logs and release notes</p> <p>Automated testing tool (ATT) daily reports/dashboard</p>
<p><b>Box Relay</b></p> <p>File/folder/task events and actions</p> <p>File Request integration</p> <p>Manual Start and scheduled workflows</p> <p>Box-published workflow templates</p> <p>Custom workflow templates</p> <p>Metadata events and actions</p>	<p><b>Governance</b></p> <p>Box Governance:</p> <p>Document retention incl. event based &amp; disposition</p> <p>Unlimited version history</p> <p>Defensible eDiscovery and legal holds</p> <p>Domain allowlist</p> <p>Advanced trash controls</p> <p>Automatic email archive of user activities to Box</p>	<p><b>Zones</b></p> <p>Box Zones*** in-region data storage</p> <p>Options include (pick any 7):</p> <p>US (Box Service Providers)</p> <p>UK/Germany (IBM London-IBM Frankfurt)</p> <p>UK (AWS London-Azure Cardiff)</p> <p>Germany/Ireland (AWS Frankfurt-AWS Dublin)</p> <p>Japan/Singapore (AWS Tokyo-AWS Singapore)</p> <p>Japan (AWS Tokyo-GCP Osaka)</p> <p>Canada (AWS Montreal-IBM Toronto)</p> <p>Australia (AWS Sydney-Azure Melbourne)</p> <p>France (AWS Paris - Azure Marseille)</p>
<p><b>Box Sign (If provisioned in your admin console)</b></p> <p>Sign &amp; send, or request signatures</p> <p>E-sign templates/workflows</p> <p>Batch send, Ready-sign link</p> <p>Native signatures via Box web app (unlimited)</p> <p>Included app signatures via 3rd party and custom apps (docs/year/customer)</p> <p>Additional app signatures via 3rd party and custom apps</p> <p>Unlimited docs sent for e-sign via Box-Salesforce integration (if purchased by October 2022)</p> <p>ESIGN, UETA, and other designated e-signature frameworks</p>	<p><b>Partner integrations</b></p> <p>SaaS integrations (default) (e.g. Google Workspace, MSFT Office, Slack)</p> <p>Additional SaaS integrations (non-default)</p> <p>Collaboration (e.g., Webex, Workplace by Facebook)</p> <p>CRM (e.g., Salesforce)</p> <p>cSignature (e.g., Adobe Sign, DocuSign)</p> <p>Other SaaS partner integrations</p> <p>Identity/SSO integrations</p> <p>Security integrations</p> <p>Box for enterprise mobility management (EMM) integrations</p> <p>eDiscovery integrations</p> <p>DLP integrations (non-classification)</p> <p>Egress integrations for data migration</p>	<p><b>Customer success services</b></p> <p>Box Education admin and end user training</p> <p>Box Education certification exams</p> <p>Standard Support (local business hours)</p> <p>Premier Support 24/7, 365 coverage</p> <p>Shared helpdesk and KeySafe key rotation assistance</p> <p>Enhanced Services</p> <p>Enhanced support services: 24/7/365 coverage</p> <p>Box Consulting Accelerator program: Limited menu of enablement services</p> <p>Box Education: Certification exam access</p> <p>Box Consulting</p> <p>Execution services related to implementation, technology, and adoption</p> <p>Box Shuttle content migration</p> <p>Standard migration tooling (TB) †</p> <p>Advanced migration tooling †</p> <p>Managed migration services</p>
<p><b>Platform</b></p> <p>Included API calls* (Up to # per month per customer)</p> <p>Additional platform resources:</p> <p>Platform enterprise</p> <p>Platform storage, Bandwidth, API calls</p> <p>Additional resources</p>		

Business   
 Enterprise   
 Feature included   
 Customer action required   
 \* For use with custom development   
 \*\*\* Compliance certifications might have limited applicability (see: box.com/compliance)

Business Plus   
 Enterprise Plus   
 \$ Feature available as add-on   
 † Available on request; subject to separate Terms of Service   
 \*\* GxP Validation does not cover all add-on features and/or functionality

**PLATFORM ADDENDUM TO THE BOX SERVICE AGREEMENT  
(v01032018)**

This Platform Addendum ("Platform Addendum") to the Box Service Agreement (the "Agreement") by and between Box ("Box") and the customer ("Customer"), as each are identified on the Order, is effective, and Customer agrees to be bound by its terms, upon the Service Start Date set forth in the applicable Order. Box and Customer are sometimes referred to herein individually as a "Party" and together as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into the Agreement whereby Customer purchased the right to access the Box Service.

WHEREAS, the Parties wish to modify the Agreement by adding certain terms and conditions to the Agreement in order for Customer to purchase one or more of Box's Platform Products (as defined below).

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the Parties agree as follows:

**Section 1. Applicability**

This Platform Addendum is subject to the terms and conditions of the Agreement and is applicable only when Customer has purchased Platform Products under an executed Order. All references under the Agreement to the "Box Service" shall be deemed to include the Platform Products and except as otherwise set forth in this Platform Addendum, all terms and conditions of the Agreement shall apply.

**Section 2. Definitions**

Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement.

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

"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.

"Content" has the meaning set forth in the Box Service Agreement; provided that for the purposes of this Platform Addendum, "Content" shall also include Content uploaded by Platform Application Users and Platform Service Accounts.

"Monthly Active User" or "MAU" means a Platform Application User that is Active. A Platform Application User is deemed to be "Active" when an application uses the Box Service to access a Platform Application User via an API call (made by or on the behalf of the Platform Application User account) at least once in a monthly calendar period.

"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. 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 that were permitted with Customer's purchase of the Box Service as set forth in the applicable Order; (ii) Box provided applications (e.g., the Box Web App, Box Desktop, Box Notes, Box Capture); or (iii) Box provided services (e.g. Box Shuttle), if applicable. For clarity, any API calls resulting from a Platform Application will be considered chargeable if 95% of its Monthly Platform API Calls are used by or on behalf of Customer.

"Monthly Platform Bandwidth" means the total amount of platform bandwidth (ingress and egress of data to or from the Box Service as a result of a Platform Application), consumed on a monthly calendar basis by or on behalf of: (a) a Platform Application User; (b) a User; or (c) a Platform Service Account. Except as otherwise set forth in the applicable Order, excluded from Monthly Platform Bandwidth is platform bandwidth consumed by: (i) third party software application integrations that were permitted with Customer's purchase of the Box Service as set forth in the applicable Order; (ii) Box provided applications (e.g., the Box Web App, Box Desktop, Box Notes, Box Capture); and (iii) Box provided services (e.g. Box Shuttle), if applicable. For clarity, any platform bandwidth consumption from a Platform Application will be considered chargeable if 95% of its Monthly Platform Bandwidth is used by or on behalf of Customer.



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

**“Platform Application User”** means a user with a unique identifier that is created and provisioned by Customer and such user’s access to Content in the Box Service is governed through an external-facing Platform Application that is built by or on behalf of Customer.

**“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. The Platform Products include Box Platform View and Platform Resources, if expressly purchased by Customer as set forth in the applicable Order.

**“Platform Resource(s)”** means the resources, as may be specified in the applicable Order, including but not limited to Monthly Platform Bandwidth, Monthly Platform API Calls, Platform Storage and Monthly Active Users; and any other resources set forth in the applicable Order. Also included within the definition of Platform Resource(s) are Box’s APIs, tools and services made available for development of or integration with a Platform Application with respect to the APIs under this Platform Addendum.

**“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): (i) Monthly Platform Bandwidth, Monthly Platform API Calls, Platform Storage and number of Monthly Active Users; and (ii) any other usage limits or restrictions set forth in the applicable Order.

### **Section 3. Access and Use of the Platform**

**3.1 Access and Use.** Subject to the terms and conditions of this Platform Addendum and the purchase of one or more Platform Products under an applicable Order, Customer shall have the non-exclusive right during the applicable Subscription Period to: (a) allow Administrators to access and perform administrative functions through the Administrative Console; (b) utilize the Platform Products subscribed to by Customer under the applicable Order; and (c) incorporate the API into the Platform Applications for the sole purpose of accessing certain functionality provided by the Platform Products subscribed to by Customer, solely through the API and associated tools and services. 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), this Platform Addendum, the Agreement and applicable law.

**3.2 Usage In Excess of Platform Use Limits.** If Customer has exceeded the Platform Use Limits set forth in the applicable Order, additional fees will be due in accordance with an Order.

**3.3 Branding.** No co-branding of the Platform Products will be permitted without Box’s prior written consent. Customer may not use any Box trademarks, logos, or other Box marks to promote and market the Platform Products without the prior written consent of Box.

### **Section 4. Restrictions**

**4.1 Restrictions on Use of the Platform Products.** Customer will not (and will not encourage or assist any third party to): (i) modify, alter, tamper with, repair or otherwise create derivative works of the API or any software included in or used or distributed by Box to provide or access the Platform Products; or (ii) reverse engineer, disassemble or decompile the Platform Products, or attempt to discover or recreate the source code for the Platform Products. Without limiting any other remedies under the Agreement, if Customer’s use of the Platform Products does not conform with Customer’s subscription under this Platform Addendum and the applicable Order (including but not limited use in access of any Platform Use Limit), reasonable restrictions may be placed on Customer’s account until any non-conformance is adequately mitigated or eliminated by Customer.

**4.2 Platform Application Restrictions.**

- (a) **Content.** Customer will not, and will ensure that the Platform Application does not, promote, constitute or contain (nor will Customer use or permit use of the Platform Application to transmit) any of the following:
- i. Unlawful Content or Content that would constitute, encourage, advertise, promote, solicit or provide instructions for a criminal offense or illegal goods, services or transactions, or that would violate any law, rule or regulation;
  - ii. Content that infringes upon or violates the rights of any third party, including copyright, trademark, trade secret, privacy, publicity or other personal or proprietary right, or that is deceptive, misleading or fraudulent or that may otherwise be unlawful or give rise to civil or criminal liability;
  - iii. Content that is or includes "spam," "junk mail," "phishing," "chain letters," or "pyramid schemes"; or
  - iv. Content that includes or disseminates spyware, adware, viruses, worms, or any other type of Malware or malicious code.
- (b) **Use.** 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 express permission from the Platform Application User, (iii) that is downloaded as a hidden component of other software, or (iv) that is automatically downloaded in whole or in part 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.

## **Section 5. Support Services.**

**5.1 Box Support Services.** Subject to service level provisions of the Agreement and payment of the corresponding Fees for the applicable subscription and support level purchased in the Order, Box will provide the support services ("Support Services") specified in the Order and as further described in the Agreement.

**5.2 Customer Support Services.** Notwithstanding anything to the contrary set forth in Section 5.1 above, Customer will be responsible for supporting the Platform Application and shall provide such support direct to Platform Application Users. Box will not provide Support Services to Platform Application Users and is not responsible for any Downtime, Issues or other performance issues to the extent attributable to a Platform Application.

## **Section 6. Term of Platform Addendum**

This Platform Addendum will commence on the Service Start Date and will remain in effect during any Subscription Period under which Customer has purchased access to the Platform Products, unless otherwise terminated as provided for in the Agreement. For the avoidance of doubt, renewal of any Order for the Platform Products shall be governed in accordance with Order renewal provision of the Agreement and survival of provisions shall be governed in accordance with the survival provision of the Agreement.

## **Section 7. Integration; Order of Precedence**

This Platform Addendum constitutes the entire agreement, and supersedes any and all prior agreements, between the Parties with regard to the subject matter hereof. With respect to the Platform Products, this Platform Addendum shall supersede and control over any conflicting terms and conditions in the Agreement.



## Box Consulting Services: KeySafe KMS Consulting

### Box KeySafe KMS Consulting Overview

Box KeySafe key management service ("KeySafe KMS") gives you independent control over your organization's encryption keys, without sacrificing the ease of use and powerful collaboration features of Box. KeySafe KMS ensures that customers can control their encryption keys through a simple, software-based technology that doesn't require the cost or complexity of managing dedicated hardware security modules. Customers will make the most out of the powerful capabilities available in KeySafe KMS through the careful planning, setup and validation testing that Box Consulting provides.

### Protect Your Data with Confidence

KeySafe KMS Consulting is an offering designed to provide a guided configuration of the KeySafe KMS service. This package includes up to 5 one hour sessions, designed to cover the following topics:

- KeySafe KMS capabilities overview
  - Provide an overview of the KeySafe KMS architecture and requirements
  - Review the KeySafe KMS design and installation materials
- Support Customer setup of KeySafe KMS
  - Set up sandbox environment for Customer to test KMS environment (environment expires at close of engagement)
  - Walk Customer through KeySafe KMS configuration with AWS
  - Connect KeySafe KMS to Box sandbox instance
- Support Customer configuration of KeySafe KMS audit logs
  - Discuss options for storing and/or ingesting audit logs into Customer environment
  - Configure forwarding of logs based on Customer's requirements
- Functionality validation and support planning
  - Review standard, pre-defined test cases
  - Document KeySafe KMS Admin's 24/7 contact information with the Box Project Team
  - Conduct tabletop exercise to review the support process and validate key deletion locks access to sandbox Box content
- Transition for ongoing success
  - Transition to Customer Success Manager ("CSM") and Box User Services
  - Finalize KeySafe KMS admin contact information and agree to a schedule to keep this information up to date



### Important Information

General: Box KeySafe KMS Consulting is available to Box Customers with a qualified Box Service Agreement and/or applicable professional services terms and conditions ("Qualified Agreement") and have purchased the KeySafe KMS Consulting package via an order form with Box or an authorized Box reseller ("Order"). The KeySafe KMS Consulting purchase shall be governed by the terms and conditions of either: (i) the Qualified Agreement; or (ii) to the extent the parties have not entered into a Qualified Agreement, the Box Consulting Additional Terms and Conditions below.

Requirements: The KeySafe KMS Consulting package expires 90 days from the Order service start date. Customer is expected to provide timely access to a project lead for scheduled meetings and access to any technical resources needed to complete the KeySafe KMS Consulting. Any delay on the part of Customer to provide the necessary resources shall not extend Box's obligation beyond the 90 day expiration timeline.

Box Consulting Additional Terms and Conditions: For the avoidance of doubt, Box shall own all rights, title and interest in and to the materials and information ("Deliverables") provided as part of the KeySafe KMS Consulting and any related intellectual property rights therein. During the term specified in the Order, Box hereby provides Customer with a limited, non-exclusive, non-transferable and terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the Box Service. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Box Tools") used by Box to develop the Deliverables, and to the extent such Box Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables. Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services; and (b) the services will be performed for and delivered to Customer in a professional and workmanlike manner in accordance with the laws and governmental regulations applicable to the performance of such services. If through no fault or delay of Customer the services do not conform to the foregoing warranty, and Customer notifies Box within seven (7) days of Box's delivery of the services, Box will re-perform the non-conforming portions of the services at no cost to Customer.

No Compliance with Law Representation: Customers are solely responsible for ensuring they are in compliance with any applicable laws and regulations, and nothing contained herein will be deemed legal advice or a representation that Box Consulting will ensure Customers are in compliance with applicable laws or regulations. Customer acknowledges that purchasing Box Consulting, or any other Box service, does not ensure or provide an attestation that Box Customers are in compliance with specific compliance, legal, or regulatory requirements.



## Box SmartStart Consulting Service

### Service Overview

Box SmartStart Consulting is a mid-level consulting engagement focused on guiding Customers through a successful implementation of Box. This package authorizes Box Consulting to assist the Customer with the implementation of the specific subscription type purchased.

### Key Project Scope

Box SmartStart Consulting provides training and best practices with the following scope:

- Onboarding Session
  - Project overview and orientation
  - Review of Box Consulting Methodology
  - Discussion of use cases, business objectives and success criteria
- Admin Console Configuration Session
- Two (2) Folder Structure Best Practice and Design Sessions
  - Folder structure design support up to three (3) levels for up to two (2) lines of business
- Choose from two (2) of the following Technical Consulting Sessions:
  - SSO best practices and setup support
  - One (1) standard integration overview and setup support (SFDC, NetSuite, or 2 hours of API Consulting)
  - Migration strategy best practices and consultation
- User Adoption Consulting Session
- Custom Education Private Training
  - Two (2) virtual, live deliveries of Box Custom Education Introduction Course (60 minutes)
- Pre-deployment Session
- Wrap-up Session
  - Review success criteria and go-forward recommendations for Box
  - Conclude implementation activities
- Access to Box Education Courses
  - One (1) seat in Box Certified Professional Online Course
  - Three (3) seats in Admin Essentials Self-Paced Online Course
  - Three (3) seats in Folder Structure Best Practices Self-Paced Online Course



- o Three (3) seats in Helpdesk Essentials Self-Paced Online Course

### Additional Terms & Conditions

**General:** Box SmartStart Consulting is available to Box customers who have purchased the Box SmartStart Consulting package via an order form with Box or an authorized Box reseller ("Order"). The Box SmartStart Consulting purchase shall be governed by the terms and conditions of such Order (and the Box Service Agreement or other agreement referred to in the Order) and this SmartStart Consulting datasheet. In the event of any inconsistency or conflict between the terms and conditions of the Order and this SmartStart Consulting datasheet, the terms and conditions of the Order shall govern and control.

**Requirements:** The Box SmartStart Consulting package expires 90 days from the applicable Order's Service Start Date. Customer is expected to provide timely access to a project lead for scheduled meetings and access to any technical resources needed to complete the Box SmartStart Consulting project. Any delay on the part of Customer to provide the necessary resources shall not extend Box's obligation beyond the 90-day expiration timeline.

**Box Consulting Additional Terms and Conditions:** The following terms shall apply to Customer's purchase of Box SmartStart Consulting to the extent not already addressed in the Order:

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 hereunder. During the term specified in the applicable Order, Box hereby provides Customer with a royalty free, limited, non-exclusive, non-sub-licensable, 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. Nothing herein shall be construed to assign or transfer any 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.**

In regard to Consulting Services only, Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform 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 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.

Customer is solely responsible for ensuring it is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.

Box agrees that: (i) it is acting as an independent contractor in performing its obligations hereunder and (ii) its personnel are not Customer's agents or employees for tax purposes or any other purposes whatsoever and are not entitled to any Customer employee benefits. None of Box's employees shall be deemed to be employees of Customer and Box shall be responsible for the following for its employees: reporting and payment of all wages, unemployment, social security, and other payroll taxes, including contributions from them when required by law.



## Box Governance Consulting Services

### Box Governance Consulting Overview

Box Governance Consulting is a Consulting Services engagement focused on training and sandbox testing of Box Governance functionality within Customer's environment. This package authorizes Box to assist Customer with setting up Box Governance, as well as to provide best practices and training.

### Key Project Scope

Box Governance Consulting includes the following scope:

- Kick-off Session:
  - Box Consulting Methodology approach
  - Introduction of Box Governance features
  - Review of project objectives and success metrics
- Governance Features Deep-dive Session:
  - Discovery on Customer's current state and desired future state pertaining to compliance and content lifecycle management
  - Detailed demo of Box Governance features
- Sandbox Testing Session:
  - Completion of Box Governance UAT Guide in Box Sandbox environment
  - Training Administrator(s) on Box Governance features
- Wrap-up Session:
  - Review success criteria
  - Provide go-forward recommendations for Box Governance
  - Conclude implementation activities
- One (1) seat in Box Certified Professional online course and exam



### Important Information

**General:** Box Governance Consulting is available to Box customers who have purchased the Box Governance Consulting package via an order form with Box or an authorized Box reseller ("Order"). The Box Governance Consulting purchase shall be governed by the terms and conditions of such Order (and the Box Service Agreement or other agreement referred to in the Order) and this Governance Consulting datasheet. In the event of any inconsistency or conflict between the terms and conditions of the Order and this Governance Consulting datasheet, the terms and conditions of the Order shall govern and control.

**Requirements:** The Box Governance Consulting package expires 90 days from the Order service start date. Customer is expected to provide timely access to a project lead for scheduled meetings and access to any technical resources needed to complete the Box Governance Consulting project. Any delay on the part of Customer to provide the necessary resources shall not extend Box's obligation beyond the 90-day expiration timeline. Subject to the Box Certified Professional ("BCP") policies, Customer shall register its user(s) for the Box Certified Professional ("BCP") online course prior to the expiration of this package, and the exam must be completed within 90-days thereafter.

**Box Consulting Additional Terms and Conditions:** These additional terms and conditions shall apply to Customer's purchase of Box Governance Consulting to the extent not already addressed in the Order:

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 hereunder. During the term specified in the applicable Order, 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. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("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.

Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform 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 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.

Customer is solely responsible for ensuring it is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.

Box agrees that: (i) it is acting as an independent contractor in performing its obligations hereunder and (ii) its personnel are not Customer's agents or employees for tax purposes or any other purposes whatsoever and are not entitled to any Customer employee benefits. None of Box's employees shall be deemed to be employees of Customer and Box shall be responsible for reporting and payment of all wages, unemployment, social security, and other payroll taxes, including contributions from them when required by law.





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# Statement of Work

Custom Consulting

Prepared for County of Santa Barbara Public Defender  
("Customer")

by Box on 09/07/2022

**Prepared by:**  
Rhys Kustra  
Sr. Solutions Consultant  
rkustra@box.com

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## 1 General Terms

This Statement of Work ("SOW") describes the consulting services ("Consulting Services") to be performed by Box, Inc. ("Box") for Customer (Box and Customer are sometimes referred to herein individually as a "Party" and together as the "Parties") pursuant to the applicable service agreement entered into by the Parties for the provision of the Box Service and or Consulting Services (e.g. the Box Service Agreement) (the "Agreement"). The SOW and the Agreement are collectively referred to herein as the "Consulting Terms". This SOW shall be effective as of the service start date as defined in the applicable Order (the "Effective Date").

1. Order of Precedence. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the Agreement, unless otherwise defined herein.
2. Change Order. Any amendment or modification to this SOW shall not be valid, enforceable, or binding on the Parties unless such amendment or modification is approved in accordance with the Change Order process as provided in Exhibit 1 and Exhibit 2.
3. SOW Term/Expiration: Unless otherwise agreed upon by the Parties in writing, the obligation of Box to provide Consulting Services in accordance with the Project Timeline defined in Section 2.2 to the Customer under this SOW expires upon the earlier of: 1) expiration or termination of the Consulting Terms; 2) completion of the Consulting Services described in this SOW; or 3) 12-months from the Effective Date of the SOW.
4. Customer Compliance with Applicable Law: Customer is solely responsible for ensuring Customer is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.
5. 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 this 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 used by Box to develop the Box Materials. Nothing herein shall be construed to assign or

transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("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.

6. Consulting Services Warranty: Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform 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 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.
7. Project Context. Customer is in the process of implementing, configuring, customizing and/or integrating Box's proprietary hosted application(s) (the "Box Service") into Customer's business environment. Customer requests that Box's consulting services organization ("Box Consulting") provide resources to assist Customer's staff as set forth below (the "Project"). Box Consulting and Customer shall commit resources to work on the Project (the "Project Team").
8. Code: To the extent Box is providing any object code or source code to Customer as part of the Consulting Services (e.g. scripts, custom APIs, or other solutions), such materials (collectively, "Code") are, for the avoidance of doubt, Box Materials, and for the avoidance of doubt, Box retains all ownership and intellectual property rights to Code. The following additional terms also apply to Code:
  - a. 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.
  - b. Customer may not modify the Code, including but not limited to any use of Box marks or notice of Box's proprietary rights.
  - c. Customer may not make the Code available in any manner to any third party for use in the third party's business operations.
  - d. Customer may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Code.
  - e. 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.
  - f. Any services acquired from Box are purchased separately from the use or delivery of Code, and no services acquired from Box require the use of Code.

- g. Changes made to Customer's instance of the Box Service resulting from the use of Code, including the deletion of any Box Service user accounts, as well as the deletion of any electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by the users of the Box Service accounts (the "Content"), may not be reversible or recoverable. We encourage you to message your Box Service account users in advance of any material changes to their accounts or the deletion of their accounts and Content. Box also encourages you to test any Code in a sandbox environment prior to running it in a production environment.

## 2 Scope of Services

### 2.1 Project Executive Summary: Our Understanding of the Project

**Objective:** Customer is seeking development and technical assistance to integrate Box with the Customer's edefender application. Box Consulting will provide 150 hours of advisory services to support this integration effort and Box Platform development. This may include developer onboarding & enablement, solution design & architectural guidance, development best practices, and development/sprint support.

Box Consulting will also migrate approximately 54 users and content from the current County of Santa Barbara Box tenant to the new Box tenant for the County of Santa Barbara Public Defenders office.

### 2.2 Project Timeline

Based on the scope of the services outlined in this Section 2, and in accordance with Section 1 SOW Term/Expiration, the core Project is expected to be completed in twelve (12) months. This Project duration estimate has been made under the assumption that Customer will provide Box timely access to the key resources and decision makers outlined in Section 3.

### 2.3 Box Consulting Methodology

In performing the consulting services, Box adheres to a standard methodology consisting of five phases with associated milestones and Deliverables:

- Initiate: Confirm scope; define roles, responsibilities, milestones, and dates; deliver project plan
- Design: Develop requirements with stakeholders; deliver design, communications, activity plans
- Build & Iterate: Configuration & testing; deliver test plans, communication templates, final design
- Deploy: Solution(s) go-live, delivery of final implementation guide, communications, and training
- Evaluate: Post-deployment support, success metrics reporting, backlog review

### 2.4 Project Scope Overview

Workstream	Outcome
Box Integration Support	Customer will be provided with 150 hours of advisory services related to Box Platform over a period of 12 months

Box User Migration	Migration of approximately 54 users and their content from the existing Box tenant to the newly provisioned Box tenant.
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## 2.5 Box Materials to be Provided

Box Material	Components
Project Management Artifacts	<ul style="list-style-type: none"> <li>Project Plan - live document (SmartSheet or similar) used to guide both project execution and project control</li> <li>Backlog - recorded use cases and requests that are out of scope of the Project</li> </ul>

## 2.6 Project Scope

### 2.6.1 Box Integration Support

#### 2.6.1.1 Key Activities

Detailed below are key workstreams and activities that may be completed as part of the Box Integration Support. Key activities will be defined jointly with the Customer during the Project. Not all activities listed below may be completed as part of the Project.

#### Developer Onboarding & Enablement

Box will provide best practices and technical support for the onboarding of the Customer developers to the Box platform. Box will conduct a live developer onboarding to cover:

- User authentication (3 legged Oauth and JWT)
- Box user model (managed user, app user, external)
- Box object model (Enterprise, folder, file)
- Box event stream and monitoring capabilities
- Box API documentation (developers.box.com)
- Designing for scalability

Box will also conduct a sample application code walk through to demonstrate best practices and potential solutions for the upcoming development sprint

#### Solution Design Support

The solution design process provides the Customer with the appropriate Box expertise to validate the solution design and build the development backlog. Work may include, but is not limited to:

- Review Customer's custom development business case
- Conduct an overview with the Customer to provide a review of existing enterprise and development systems and acronyms
- As appropriate, make recommendations on proposed tools, applications, systems and recommended system configurations
- Share best practices based on similar use cases
- Educate Customer on best practices with Box APIs including discussion on application authentications, caching, and token management
- Educate Customer on available development resources such as relevant Box SDKs, API docs, source control repositories (ex. Github), and community links
- Define solutions using the Box APIs to solve the user stories such as:
  - Folder structure design
  - Leveraging the Box content API
  - Application of Box's permissions model
  - Metadata schema with Box
  - Source of truth while transitioning from current system
  - Create and clarify the user stories for the application

#### Development Sprint Assurance & Hypercare

Box development sprint assurance is intended to assist the Customer team in a time based, outcome-oriented development cycle. Key activities in scope include:

- Multi-instance creation strategies for development, staging and production
- Box instance configuration management and best practices
- Ad-hoc API support and code reviews
- Work with Box product/engineering to escalate issues as needed
- Attend and participate in team development (ex. scrum) meetings
- Attend sprint planning and sprint review meetings

#### Project Management

- Provide project status updates including hours utilized, burn rate, timeline, milestones, backlog items, etc.
- Coordinating meetings and activities between Box and Customer resources
- Manage Box led configuration & development activities and align Box activities with overall Project milestones and timeline

#### 2.6.1.2 Hours Allocation and Duration



Based on the scope of the services outlined in this Section, the Project is expected to be completed in 12 months. The scope of this Project entitles the Customer to a specified number of hours of Consulting Services per quarter, to be provided by Box Consultants. The hours per quarter must be utilized within the quarter they are associated to, and in the case that they are not fully utilized, up to 10% of the unused hours can be rolled over to the next month. Else, any hours not used in a given quarter will expire at the end of that quarter.

The quarterly hours the Customer is entitled to is not an estimate and cannot be changed. Unused project hours will not be rolled into future engagements. The hours per quarter that the customer is entitled to are outlined in the table below:

Workstream	Workstream Duration	Hours Allocated Per Quarter	Total Hours Allocated
Box Integration Support	12 Months	37.5 Hours	150 Hours

## 2.6.2 Box User Migration

### A. Box User Migration

1. Migration Impact Analysis
  - Review source Box enterprise tenant and confirm users to be migrated
  - Conduct end user migration impact analysis
  - Develop a detailed step by step migration and consolidation plan. Box will obtain approval from Customer for the plan.
2. Service Account Content Transfer
  - Box Consulting has identified 2 service accounts which owns more than 500,000 files respectively. These service accounts need to be broken up into multiple service accounts, owning no more than 500,000 items each, prior to beginning the migration. Box Consulting will support the Customer led split up of these accounts including:
    - Box Consulting will provide advice and guidance on the setup of the additional service accounts within the existing Box tenant
    - Box Consulting will advise on transferring ownership of content from the existing service account to the new service accounts
    - Box Consulting will monitor progress of the content ownership transfer
3. Conduct Migration
  - Migrate approximately 54 users and the associated user owned content from the existing County of Santa Barbara Box EID (source) to the new County of Santa Barbara Public Defender Box EID (target). Box will monitor the migration and support the resolution of any issues that may occur as a result of the migration. Box will communicate status checkpoints during and following the migration.
4. Validate results and remediate issues

- Box will validate the successful migration of the users and content from the source Box EID and communicate the migration completion to the Customer

**Outcome:** Identified users and content owned by these users are migrated from the source Box tenant to the target Box tenant

## 2.7 Project Assumptions

Below are key assumptions associated to the high-level objectives of this engagement:

### A. Functional Assumptions:

- This project is specifically for only 1 enterprise instance, e.g., customer.box.com.
- Project timelines consider availability of Customer resources and key decision makers. Customer is responsible for acknowledging and responding to documents relating to this Project, including but not limited to requirements documents, escalation issues or end-of-project notices.
- Customer is responsible for identifying all stakeholders who are required to provide input in on key decisions.
- Customer is responsible for identification of all technical, functional, legal and requirements.
- Box Consulting will not have access to the Customer's Box environment and will be providing advisory services only.
- Customer has proper rights, access methods and permissions to any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW.
- All work is done remote unless otherwise noted.

### B. Migration Assumptions

- Customer will provide Box with access to resources and personnel as reasonably necessary in connection with the Services.
- The Services will be provided remotely in English (whether verbally or in writing), with communication via telephone, email and web-conference from Box's own facilities.
- Content owned by the migrated users will be migrated with such users
- All collaboration relationships (i.e., user access to a folder owned by another party) will be maintained, with the exception of those relationships broken between Source Enterprise and Target Enterprise
- In the case where "Box Groups" have been leveraged in the Source Enterprise to provide access to content, such "Groups" may require manual configuration in the Target Enterprise.
- Pending a complete analysis during the planning phase, Customer access to content may not be available during the migration.

- g. The migration of users will be scheduled during a time mutually agreed upon in writing by Box and Customer. Off hours support are not guaranteed.
  - h. For each user who owns a combined 500,000 or more files and folders, manual effort may be required by either a Box employee or a user or Administrator to transfer ownership of a subset of these files to another user in advance of the migration.
  - i. User ID: 3630947292 (owns ~2.6M objects) and User ID: 3445796913 (owns ~1.4M objects) are 2 users in scope with over 500,000 objects
  - j. This transfer will be done in the Box web application.
  - k. If a Box employee performs this activity, the ability to log in on behalf of the user ("Instant Login") will be required.
  - l. Any customized "vanity" shared links migrated from Source Enterprise to Target Enterprise will not be accessible following the migration.
  - m. Non-customized shared links will be accessible following the migration, provided subdomain enforcement has been disabled (via back-end setting controlled by Box)
  - n. "Enterprise Reporting" set up in the Source Enterprise will not be migrated to Target Enterprise
  - o. Assumes no Legal Holds or Retention Policies are in-place in either the source or target enterprise.
- C. Technical Assumptions:
- a. Box Consulting serves in an advisory capacity only, no custom code creation is included in this SOW.
  - b. Customer is responsible for procuring, installation, configuring, and ongoing maintenance of any 3rd party applications that will be integrated or used with the Box Service during the term of this SOW.
- D. Travel and Expenses Assumptions
- a. None contemplated.
- E. Out of Scope Assumptions
- a. This SOW does not include setup of any other application or feature, or any ongoing product support not addressed in Section 2 of this SOW
  - b. This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the general release of the Box Service as of the Effective Date of this SOW.

### 3 Project Team

Customer is responsible for providing and ensuring Customer's committed participation of resources required during the Project. The pricing and schedule reflect this important assumption. Professional Services delivered in this SOW are performed by Box Consulting jointly with Customer as a cooperative, hands-on project, jointly managed by Box Consulting and Customer.

#### 3.1 Box Consulting Roles

Box Consulting resources are not necessarily dedicated to any single project and may be engaged across many projects for various Customers.


Roles	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li>• Drive overall deployment vision and success</li> <li>• Resolve key escalated issues</li> </ul>
Implementation Consultant	<ul style="list-style-type: none"> <li>• Project management</li> </ul>
Solution Architect	<ul style="list-style-type: none"> <li>• Box solution architecture</li> <li>• Box security and compliance</li> </ul>
Technical Consultant	<ul style="list-style-type: none"> <li>• SSO connectivity to Box</li> <li>• 3<sup>rd</sup> party application integration</li> </ul>

#### 3.2 Customer Roles

The Customer is responsible for providing timely access to and commitment from the following minimum key stakeholders. Multiple roles can be fulfilled by the same resource depending on deployment size and various other factors for the Customers.

Role	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> <li>• Determine minimum requirement set and lead use case prioritization decisions</li> <li>• Serve as main point of escalation for high impact items</li> <li>• Provide key scope, branding, and design decisions, and commitment to helping communicate project updates</li> </ul>
Lead Project Manager	<ul style="list-style-type: none"> <li>• Dedicated project manager required for entire duration of this engagement to work with the Box team on coordination activities for this engagement</li> </ul>

Technical Lead	<ul style="list-style-type: none"><li>• Act as the main technical lead and serves as Box admin for implementation to implement key technical design and configuration decisions</li><li>• Identify and onboard appropriate technical SMEs for integration and configuration of 3<sup>rd</sup> party applications with Box</li></ul>
Change Management Lead	<ul style="list-style-type: none"><li>• Assist with preparing, finalizing, and driving delivery of communications and engagement activities</li><li>• Assist with coordinating and delivering trainings and collection of end user feedback</li></ul>
Compliance Lead	<ul style="list-style-type: none"><li>• Responsible for providing requirements and validation of compliance in the context of the use case</li></ul>
Business Champions	<ul style="list-style-type: none"><li>• Provides input on business requirements and current state</li><li>• Active participants in workshops for design of folder structures and feedback sessions</li></ul>

**APPROVED BY:** Thanh Nguyen  
9/8/22 8:26 AM  


## Exhibit 1 – Minor Change Order Process

The following procedures will be used to handle any amendment/change to a SOW requested by a Party that have zero financial impact.

1. **“Minor Change”** means a change to the Services that does not impact the Payment and Pricing stated in the respective SOW. “Minor Change” includes the incremental adjustments to or reorganization of the scope of Services.
  - a. **Minor Change Order** (in the form set forth in Attachment 1 to this Exhibit, below)
    - i. An authorized Box signatory (or in her or his absence, a duly authorized representative) sends the Minor Change Order email to the authorized Customer signatory, in each case detailing the specific changes proposed to the expenses under or staffing levels applicable to, such SOW, and the reasons for such proposed changes. Where an email is used to initiate the request, the subject line will include the words, “Minor Change Order;” and
    - ii. A Customer signatory (or in her or his absence, a duly authorized representative) agrees to the terms and accepts them by responding within the agreed digital system or by sending a return email to the authorized Box signatory or his or her duly authorized delegate, in each case indicating a clear acceptance of the proposed changes.
    - iii. Where such email exchange or confirmation within the agreed digital system occurs, it will constitute a written instrument executed in writing having the same legal validity as though the Parties executed signatures.
  - b. The Parties may mutually agree to amend any language in the SOW that falls under the definition of a Minor Change in regard to a specific SOW by email exchange or other agreed digital management system agreed to by the Parties, provided that each of the steps above are completed.

**Attachment 1 to Exhibit 1 - Template Minor Change Order**

**Email Format**

**To:** Receiving Party's Authorized Signatory (or a duly authorized representative)  
**Cc:** Applicable BC Manager  
**From:** Submitting Party's Authorized Signatory (a duly authorized representative)  
**Subject Line:** Minor Change Order [X] - [SOW Title]

---

Please respond to this email saying "I approve" if you accept the following changes to the SOW.

Change Order Effective Date:

Total Monetary impact of the Change Order: 0

The Parties agree to amend the SOW as follows:

[THE FOLLOWING IS PROVIDED ONLY AS AN EXAMPLE]

1. Section [X] of the SOW shall be deleted and replaced in its entirety as follows:
  - a.
2. Section [X] of the SOW shall be amended to include the additional subsection as provided below:
  - a.

## Exhibit 2 – Change Order Process

The following procedures will be used to handle any amendment/change to a SOW requested by a Party that have a cost impact.

1. **“Change Order”** (in the form set forth in Attachment 1 to this Exhibit, below) will be used for the purpose of communicating a change between the Parties. Each Change Order will describe the proposed Change as provided below in Attachment 1 to Exhibit 2 below.
  - a. The designated and authorized signatory of the requesting Party will review the proposed Change and determine whether to submit the request to the other Party.
  - b. Change Orders are not binding unless and until they are either 1) stamped by Box Consulting, or 2) executed in writing by authorized signatories of both Parties. For the avoidance of doubt, if a Change Order has a financial impact then it must be associated with a signed Order.



**Attachment 1 to Exhibit 2 – Template Change Order**

**Change Order [number]  
[Insert full name of SOW]  
[Please delete all bracketed text]  
Under BOX Service Agreement**

Change Order Effective Date:

Total Monetary Impact of the Change Order: TBD

The Parties agree to amend the SOW as follows:

[THE FOLLOWING IS PROVIDED ONLY AS AN EXAMPLE]

1. Section [X] of the SOW shall be deleted and replaced in its entirety as follows:
2. Section [X] of the SOW shall be amended to include the additional subsection as provided below:

IN WITNESS WHEREOF, the Parties have agreed upon this Change Order by their duly authorized representatives.



## Consulting Services: Enable – Box Shield

### Package Overview

“Consulting Services: Enable – Box Shield” is a pre-packaged services offering from Box Consulting that provides a specific level of service, “Enable”, addressing a specific topic, “Box Shield”, as described below.

The Enable level of service provides hands-on training to customers who are revolutionizing work with the Box Service. Enable services are designed to help organizations develop the expertise needed to successfully implement, manage, and optimize their Box deployment, including product configuration, change management, and customized training related to the Box Service as described below. Box Consulting Enable services do not consist of managed delivery. The Project Scope described below requires customers to provide execution resources who will partner with Box Consulting. For the avoidance of doubt, all meetings/presentations shall be conducted virtually.

This package is focused on Box Shield, Box’s advanced security and data protection tool. Once complete, Customer will have detailed best practices and advice on Box Shield features and capabilities – enabling the Customer to identify and implement Box Shield use cases quickly. More detailed project scope is included below.

### Project Scope

Box Consulting will provide the following set of Consulting Services to the Customer:

- Kick-off session – one (1) session
  - Prepare a deployment plan and delivery timeline for Box Shield
  - Review of project objectives and success metrics for Box Shield
- Box Shield overview – Up to two (2) sessions
  - Review key features of Box Shield live in a session with Customer project team
  - Review Box Shield configuration strategies, including threat detection, smart access, and auto-classification features
- Box Shield design support – one (1) session
  - Walk-through of the Box Shield UAT guide in Box sandbox environment
  - Support configuration of one (1) smart access policy, one (1) classification, and test threat detection in Box sandbox environment
- Box Shield adoption support
  - Provide two (2) change management communication templates for Customer deployment
  - Develop one (1) piece of custom learning collateral in support of Box Shield policies affecting end users. Can include the following:



- 'How to' help cards
- Bite-size learning GIF
- Wrap-up session – one (1) session
  - Review success criteria and provide go-forward recommendations
  - Conclude Box Shield implementation activities

### **Project Materials**

Box Consulting will provide the following set of materials to the Customer prior to the completion of this offering:

- Project plan
  - Document used to guide both project execution and project control
- Project artifacts
  - Presentation material, project notes and supporting project documentation as contained in Customer project folder
  - Box Shield adoption materials as detailed above
- Backlog
  - A list of any potentially discovered use cases and requests that are out of scope of the Project



## Terms & Conditions

**General:** Consulting Services: Enable – Box Shield (“Enable – Box Shield”) is available to Box customers who have purchased the Enable – Box Shield package via an order form with Box or an authorized Box reseller (“Order”). The Enable – Box Shield purchase shall be governed by the terms and conditions of such Order (and the Box Service Agreement or other agreement referred to in the Order) and this Enable – Box Shield datasheet. In the event of any inconsistency or conflict between the terms and conditions of the Order and this Enable – Box Shield datasheet, the terms and conditions of the Order shall govern and control.

**Requirements; Change Orders:** The Enable – Box Shield package expires 90 days from the Order service start date. Customer is expected to provide timely access to a project lead for scheduled meetings and access to any Customer resources needed to complete the Enable – Box Shield project. Any delay on the part of Customer to provide the necessary resources shall not extend Box’s obligation beyond the 90-day expiration timeline. Any changes to the scope of services or the fees shall be subject to the following change order process: <https://cloud.box.com/v/ConsultingServices-ChangeOrder>

**Box Consulting Additional Terms and Conditions:** These additional terms and conditions shall apply to Customer’s purchase of Enable – Box Shield Service to the extent not already addressed in the Order:

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 hereunder. During the term specified in the applicable Order, 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. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (“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.

Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform 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 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.

Customer is solely responsible for ensuring it is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.

Box agrees that: (i) it is acting as an independent contractor in performing its obligations hereunder and (ii) its personnel are not Customer’s agents or employees for tax purposes or any other purposes whatsoever and are not entitled to any Customer employee benefits. None of Box’s employees shall be deemed to be employees of Customer and Box shall be responsible for reporting and payment of all wages, unemployment, social security, and other payroll taxes, including contributions from them when required by law.



**BOX KEYSAFE KMS ADDENDUM  
(v09012021)**

This Box KeySafe key management service (“**KeySafe KMS**”) addendum (“**KMS Addendum**”) to the underlying service agreement with Box applicable to Customer’s use of the Box Service (e.g., the Box Service Agreement) (“**Agreement**”) is entered into by and between the Box entity and customer identified on the applicable Order (respectively, “**Box**” and “**Customer**”) for Customer’s access and use of KeySafe KMS. Box and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**”.

**Section 1. Addendum Scope**

The Parties understand and agree that this KMS Addendum covers the use of KeySafe KMS and that this KMS Addendum does not alter the terms of the Agreement unless expressly set forth herein. In case of conflict between this KMS Addendum and the Agreement, the terms and conditions set forth in this KMS Addendum shall control as it applies to Customer’s use of KeySafe KMS. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Agreement.

**Section 2. KeySafe KMS**

Subject to the terms and conditions of the Agreement and this KMS Addendum, including the timely payment of all applicable fees, Box hereby grants Customer the right to use KeySafe KMS during the Subscription Period as set forth in the applicable Order. Customer acknowledges and agrees that it is required to purchase one KeySafe KMS account for each Account it purchases for the Box Service.

**Section 3. Customer Responsibilities**

During Customer’s use of 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.

**Section 4. Hosting Partner**

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.

**Section 5. Enhanced Support Services**

During any Subscription Period in which Customer uses KeySafe KMS, Customer must purchase Enhanced Support Services from Box.

**Section 6. Revisions to the Agreement**

For the purposes of this Addendum and Customer’s utilization of KeySafe KMS, the following definitions shall apply notwithstanding any defined term used in the Agreement:

“**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, because of a Box Service system wide Issue preventing access to Content and expressly excluding downtime caused by: (a) Customer’s failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS; (b) any period of time under which KeySafe KMS is not available or experiences degradation as a result of required third-party software updates to KeySafe KMS; and iii) any downtime experienced by Hosting Partner.

“**Scheduled Downtime**” means: (a) a scheduled time period in which the Box Service is unavailable for use, and upon notice to Customer where practical; or (b) the standard time period in which the Hosting Partner has provided notice to Customer of such downtime.



#### **Section 7. Technical Customer Contact**

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.

#### **Section 8. Professional Services and Training**

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.

#### **Section 9. Customer Warranties**

In addition to the warranties set forth in the Agreement, 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.

#### **Section 10. Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMER OF WARRANTIES SET FORTH IN THE AGREEMENT, BOX EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES RELATING TO HOSTING PARTNER’S PROVISION OF PRODUCTS OR SERVICES.

#### **Section 11. Disclaimer of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, BOX SPECIFICALLY DISCLAIMS LIABILITY FOR ANY DAMAGES WHATSOEVER ARISING FROM: (A) CUSTOMER’S FAILURE TO MEET ITS OBLIGATIONS WITH RESPECT TO KEYSAFE KMS AS SET FORTH IN THIS KMS ADDENDUM; OR (B) HOSTING PARTNER’S PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, CONTENT BREACHES, CONTENT LOSS OR UNAVAILABILITY AND DOWNTIME.

#### **Section 12. Indemnification**

In addition to Customer’s indemnification obligations under the Agreement, Customer will defend, indemnify and hold Box harmless from any third-party claim arising out of: (a) Customer’s failure to meet the technical requirements of the KeySafe KMS; and (b) Customer’s use of third party products or services including, but not limited to, the products and services of the Hosting Partner.

#### **Section 13. Ownership**

This KMS Addendum does not convey to Customer any rights of ownership in KeySafe KMS and Customer acknowledges Box’s intellectual property rights in KeySafe KMS. All right, title, and interest in KeySafe KMS and in any ideas, know-how, and programs which are developed by Box in the course of providing any technical services to Customer, including any enhancements or modifications made to KeySafe KMS, shall at all times remain the property of Box or its licensor.

#### **Section 14. Functionality**

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.

#### **Section 15. Customer Obligation**

Upon written notice from Box, Customer agrees to provide reasonable support and timely removal of Content that has come to Box’s knowledge as including a virus, malware or harmful code, or is illegal or in the event that Box has received a valid process. In the event



that such Content is not removed within forty-eight (48) hours of written notification, Box has the right to suspend or disable the specific user account or Customer's account.

**Section 16. Key Rotation**

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 17. Post-Termination Obligations**

Customer understands and acknowledges that in order for Customer to obtain limited access to KeySafe KMS for the purposes of Customer's retrieval of Content following expiration or termination of the Agreement pursuant to the terms of the applicable termination access provision in the Agreement, Customer is required to maintain an active account between Hosting Partner and its Box Service account for that period of time.



## Priority Enhanced Services

### Service Overview

Priority Enhanced Services are included in Customer's Enterprise Plus subscription. These Enhanced Services replace the Support offering(s) identified in your Agreement. If you have purchased additional Services in addition to Enterprise Plus, those Services will also receive the same level of Support Services from your Enhanced Services package, regardless of any line items in your Order.

### Support Services

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:

<b>Level 1 - Urgent:</b>	An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.
<b>Level 2 - High:</b>	An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.
<b>Level 3 - Normal:</b>	An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.
<b>Level 4 - Low:</b>	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.

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

**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





## Response Time Credits

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

- (a) Customer has opened a support ticket for an Issue; and
- (b) 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 that are attributable to the Enhanced Services 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 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 Data Sheet.

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.

## Service Level Commitments

Box will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.9%.

## Exclusions

Enhanced Services do not include: (a) physical installation or removal of the Box Software and any User Guides; (b) visits to Customer's site; (c) except as part of a BCAP program or separate Order, any professional services associated with the Box Service, including, without limitation, any training, set-up, configuration, custom development, data modeling, code review and application architecture/infrastructure design for 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; or
- (iv) A Force Majeure Event as defined in the Agreement.

For the avoidance of doubt, these exclusions are a non-exhaustive list of out-of-scope services and obligations under this data sheet.



## Definitions

"**Customer**" means the purchaser of the Enterprise Plus Box Service with the Enhanced Services as identified on the Order and/or in Customer's Support Portal.

"**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 a single, reproducible issue or problem affecting the functionality of the Box Service for Customer which prevents the majority of Customer Users from accessing Content, expressly excluding Scheduled Downtime.

"**Enhanced Services**" means the level of Support Services and other enablement products purchased by the Customer and identified under the applicable Order. For the avoidance of doubt, Enhanced Services are not the same as Enhanced Support Services as may be defined in your Agreement.

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

"**Subscription Period**" means the duration of Customer's subscription to the Enhanced Services 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**" means telephone, email or web-based assistance in the resolution of issues reported by Customer to Box.

"**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.

## Data Sheet Terms

This data sheet is incorporated into and forms a part of your Order and replaces any and all support-related terms in your Agreement (except those relating to the use of Box KeySafe). In the event of any conflict between this data sheet and your Agreement, the terms of this data sheet shall prevail.



## Box Consulting Accelerator Program Services

### Service Overview

The Box Consulting Accelerator Program ("BCAP") are services provided by Box Consulting and are included in your Enterprise Plus subscription. Enterprise Plus Customers can redeem the services from the Box Consulting Accelerator Program catalog. Priority Customers are entitled to 2 credits, annually. These modules are intended to support the setup and enablement of the various products included in your Enterprise Plus subscription. This document provides important information for Box Enterprise Plus Customers about BCAP, including the redemption and expiration of such BCAP services.

### Catalog Information and Redemption Process

- Customer may find the latest version of the BCAP catalog [here](#)
- In order to redeem modules, Customer reviews the Box Consulting Accelerator Program catalog, completes any pre-requisites, and completes the module redemption form located on the order form.
- Box Consulting will contact Customer to schedule the requested consulting services ("Consulting Services")
- Credits are redeemed and non-refundable once Box's performance of a module begins.
- Customer can only redeem one module at a time. For clarity, a second module can only begin after the previous is completed in full.
- Customer can only apply credits to the available BCAP modules.
- Customer may work with its Customer Success Manager ("CSM") or Account Executive ("AE") at any time to purchase additional Consulting Services in addition to their annual credit allowance.

### Expiration and Restrictions

- Modules must be completed within 60 days after Box Consulting's performance begins.
- Customer is expected to provide timely access to a project lead for scheduled meetings and access to any technical resources needed to complete the BCAP module(s). Any delay on the part of the Customer to provide the necessary access and resources shall not extend Box's obligation beyond the 60-day expiration timeline. Customer must have an active Enterprise Plus Box subscription under a Qualified Agreement (defined below) in order to utilize the BCAP.
- The confirmation of services email sent from Box to Customer will effectuate the ordering of the applicable Consulting Services. Customer may reference the corresponding documentation for the Services requested for any applicable time restrictions of the Consulting Services.



### BCAP Additional Terms and Conditions

- A. **General:** Box Consulting Accelerator Program Services is available to Box customers who have purchased the Box Enterprise Plus package via an order form with Box or an authorized Box reseller ("Order"). The Box Consulting Accelerator Program Services purchase shall be governed by the terms and conditions of such Order (and the Box Service Agreement or other agreement referred to in the Order) and this Box Consulting Accelerator Program Services datasheet. In the event of any inconsistency or conflict between the terms and conditions of the Order and this Box Consulting Accelerator Program Services datasheet, the terms and conditions of the Order shall govern and control.
- B. **Box Consulting Additional Terms and Conditions:** These additional terms and conditions shall apply to Customer's purchase of Box Consulting Accelerator Program Services to the extent not already addressed in the Order:
- a. 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 hereunder. During the term specified in the applicable Order, Box hereby provides Customer with a royalty free, limited, non-exclusive, non-sub-licensable, 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. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("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.
  - b. Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform 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 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.
  - c. Customer is solely responsible for ensuring it is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.
  - d. Box agrees that: (i) it is acting as an independent contractor in performing its obligations hereunder and (ii) it, its personnel are not Customer's agents or employees for tax purposes or any other purposes whatsoever and are not entitled to any Customer employee benefits. None of Box's employees shall be deemed to be employees of Customer and Box shall be responsible for reporting and payment of all wages, unemployment, social security, and other payroll taxes, including contributions from them when required by law.
  - e. **Customer Compliance with Applicable Law:** Customer is solely responsible for ensuring Customer is in compliance with any applicable laws and regulations, and nothing contained herein will be deemed to be a representation that Box is ensuring Customer is in compliance with applicable laws or regulations.
  - f. **Code:** To the extent Box is providing any object code or source code to Customer as part of the Consulting Services (e.g., scripts, custom APIs, or other solutions), such materials (collectively, "Code") are, for the avoidance of doubt, Box Materials, and for the avoidance of doubt, Box retains all ownership and intellectual property rights to Code. The following additional terms also apply to Code:



- i. 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.
- ii. Customer may not modify the Code, including but not limited to any use of Box marks or notice of Box's proprietary rights.
- iii. Customer may not make the Code available in any manner to any third party for use in the third party's business operations.
- iv. Customer may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Code.
- v. 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.
- vi. Any services acquired from Box are purchased separately from the use or delivery of Code, and no services acquired from Box require the use of Code.
- vii. Changes made to Customer's instance of the Box Service resulting from the use of Code, including the deletion of any Box Service user accounts, as well as the deletion of any (electron) files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by the users of the Box Service accounts (the "Content"), may not be reversible or recoverable. We encourage you to message your Box Service account users in advance of any material changes to their accounts or the deletion of their accounts and Content. Box also encourages you to test any Code in a sandbox environment prior to running it in a production environment.

EXHIBIT B Financial Provisions

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$486,556.87.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1 Schedule of Rates

Government - Price Quotation



Box.com Government at Carahsoft



Carahsoft Technology Corp.  
 11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com

TO: Mark Garcia  
 County of Santa Barbara  
 105 E Anapamu St  
 Santa Barbara, CA 93101 USA

FROM: Sam Simpson  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: mkgarcia@countyofsb.org

EMAIL: Sam.Simpson@carahsoft.com

PHONE: (805) 568-3400

PHONE: (571) 662-3410 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365787  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

QUOTE NO: 35439427  
 QUOTE DATE: 08/23/2022  
 QUOTE EXPIRES: 09/30/2022  
 RFQ NO:  
 SHIPPING: ESD  
 TOTAL PRICE: \$204,857.88

TOTAL QUOTE: \$204,857.88

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	EntPlus250-2	101-250 EntPlus Licenses Annual Box, Inc. - EntPlus250 Start Date: 09/30/2022 End Date: 09/29/2023	\$287.64 OM	155	\$44,584.20
2	KeysafewithAWSKMS25Box	Keysafe Box, Inc. Start Date: 09/30/2022 End Date: 09/29/2023	\$72.00 OM	155	\$11,160.00
3	PremierSupport	Box Premier Support Box, Inc. - PremierSupport Start Date: 09/30/2022 End Date: 09/29/2023	\$7,866.32 OM	1	\$7,866.32
4	4062-2-36751	Smart Start Implementation Package "One Time Fee" Box, Inc. - SmartStart Start Date: 09/30/2022 End Date: 09/29/2023	\$9,263.16 OM	1	\$9,263.16
6	CustomConsulting	Custom Consulting "One Time Fee" Box, Inc. - CustomConsulting Start Date: 09/30/2022 End Date: 09/29/2023	\$4,763.16 OM	1	\$4,763.16
YEAR 1 SUBTOTAL:					\$77,636.84
YEAR 2					
7	EntPlus250-2	101-250 EntPlus Licenses Annual Box, Inc. - EntPlus250 Start Date: 09/30/2023 End Date: 09/29/2024	\$287.64 OM	155	\$44,584.20

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QUOTE DATE: 08/23/2022  
 QUOTE NO: 35439427

Government - Price Quotation



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 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	KeysafewithAWSKMS250	KeysafewithAWSKMS250 Box, Inc. - KeysafewithAWSKMS250 Start Date: 09/30/2023 End Date: 09/29/2024	\$72.00 OM	155	\$11,160.00
9	PremierSupport	PremierSupport Box, Inc. - PremierSupport Start Date: 09/30/2023 End Date: 09/29/2024	\$7,866.32 OM	1	\$7,866.32
YEAR 2 SUBTOTAL:					\$63,610.52
YEAR 3					
10	EntPlus250-2	101-250 EntPlus Licenses Annual Box, Inc. - EntPlus250 Start Date: 09/30/2024 End Date: 09/29/2025	\$287.64 OM	155	\$44,584.20
11	KeysafewithAWSKMS250	Key safe with AWSKMS250 Box, Inc. - KeysafewithAWSKMS250 Start Date: 09/30/2024 End Date: 09/29/2025	\$72.00 OM	155	\$11,160.00
12	PremierSupport	PremierSupport Box, Inc. - PremierSupport Start Date: 09/30/2024 End Date: 09/29/2025	\$7,866.32 OM	1	\$7,866.32
YEAR 3 SUBTOTAL:					\$63,610.52
SUBTOTAL:					\$204,857.88
TOTAL PRICE:					\$204,857.88
TOTAL QUOTE:					\$204,857.88



# EXHIBIT B-2 Schedule of Rates

## Government - Price Quotation



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 11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190  
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com

**TO:** Deepak Budwani  
 Santa Barbara County Office of the Public Defender  
 105 E Anapamu Street  
 Room 407  
 Santa Barbara, CA 93101 USA

**FROM:** Kaitlin Beatty  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** dbudwani@publicdefendersb.org

**EMAIL:** Kaitlin.Beatty@carahsoft.com

**PHONE:** (805) 450-0106

**PHONE:** (571) 662-3445      **FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 35696526  
**QUOTE DATE:** 09/09/2022  
**QUOTE EXPIRES:** 09/29/2022  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$281,698.99

**TOTAL QUOTE:** \$281,698.99

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	EntPlus250-2	101-250 EntPlus Licenses Annual The Enterprise Plus product entities Customer to 125 Managed Users for the applicable products and features Box, Inc. - EntPlus250 Start Date: 09/30/2022 End Date: 09/29/2023	\$47,746.32	OM 1	\$47,746.32
2	KeysafewithAWSKMS250	KeysafewithAWSKMS250 Box, Inc. - KeysafewithAWSKMS250 Start Date: 09/30/2022 End Date: 09/29/2023	\$6,940.53	OM 1	\$6,940.53
3	PlatformKeysafewithAWSKMS	PlatformKeysafewithAWSKMS Box, Inc. - PlatformKeysafewithAWSKMS Start Date: 09/30/2022 End Date: 09/29/2023	\$2,409.59	OM 1	\$2,409.59
4	PremierSupport	PremierSupport Box, Inc. - PremierSupport Start Date: 09/30/2022 End Date: 09/29/2023	\$1,041.08	OM 1	\$1,041.08
5	PlatformPremier	PlatformPremier Box, Inc. - PlatformPremier Start Date: 09/30/2022 End Date: 09/29/2023	\$361.44	OM 1	\$361.44
6	Box Consulting KeySafe	Box Consulting KeySafe Services One Time Fee Box, Inc. - Box Consulting KeySafe Start Date: 09/30/2022 End Date: 09/29/2023	\$6,947.37	OM 1	\$6,947.37
7	4062-2-36751	Smart Start Implementation Package One Time Fee Box, Inc. - SmartStart Start Date: 09/30/2022 End Date: 09/29/2023	\$9,263.16	OM 1	\$9,263.16

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**QUOTE DATE:** 09/09/2022  
**QUOTE NO:** 35696526

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	4062-2-36636	Box Governance Setup Package One Time Fee Box, Inc. - Box Governance Setup Start Date: 09/30/2022 End Date: 09/29/2023	\$4,500.00 OM	1	\$4,500.00
9	Consulting Services	Consulting Services One Time Fee Box, Inc. - Consulting Services Start Date: 09/30/2022 End Date: 09/29/2023	\$5,000.00 OM	1	\$5,000.00
10	Box Shuttle Advanced Migration Tooling	Box Shuttle Advanced Migration Tooling One Time Fee Box, Inc. - Box Shuttle Advanced Migration Tooling Start Date: 09/30/2022 End Date: 09/29/2023	\$27,991.58 OM	1	\$27,991.58
11	Box Consulting Project	Box Consulting Project Box, Inc. Start Date: 09/30/2022 End Date: 09/29/2023	\$52,500.00 OM	1	\$52,500.00
YEAR 1 SUBTOTAL:					\$164,701.07
YEAR 2					
12	EntPlus250-2	101-250 EntPlus Licenses Annual The Enterprise Plus product entitles Customer to 125 Managed Users for the applicable products and features Box, Inc. - EntPlus250 Start Date: 09/30/2023 End Date: 09/29/2024	\$47,746.32 OM	1	\$47,746.32
13	KeysafewithAWSKMS250	KeysafewithAWSKMS250 Box, Inc. - KeysafewithAWSKMS250 Start Date: 09/30/2023 End Date: 09/29/2024	\$6,940.53 OM	1	\$6,940.53
14	PlatformKeysafewithAWSKMS250	PlatformKeysafewithAWSKMS250 Box, Inc. - PlatformKeysafewithAWSKMS250 Start Date: 09/30/2023 End Date: 09/29/2024	\$2,409.59 OM	1	\$2,409.59
15	PremierSupport	Premier Support Box, Inc. - PremierSupport Start Date: 09/30/2023 End Date: 09/29/2024	\$1,041.08 OM	1	\$1,041.08
16	PlatformPremier	Platform Premier Box, Inc. - PlatformPremier Start Date: 09/30/2023 End Date: 09/29/2024	\$361.44 OM	1	\$361.44
YEAR 2 SUBTOTAL:					\$58,498.96
YEAR 3					
17	EntPlus250-2	101-250 EntPlus Licenses Annual The Enterprise Plus product entitles Customer to 125 Managed Users for the applicable products and features Box, Inc. - EntPlus250 Start Date: 09/30/2024 End Date: 09/29/2025	\$47,746.32 OM	1	\$47,746.32
18	KeysafewithAWSKMS250	KeysafewithAWSKMS250 Box, Inc. - KeysafewithAWSKMS250 Start Date: 09/30/2024 End Date: 09/29/2025	\$6,940.53 OM	1	\$6,940.53
19	PlatformKeysafewithAWSKMS250	PlatformKeysafewithAWSKMS250 Box, Inc. - PlatformKeysafewithAWSKMS250 Start Date: 09/30/2024 End Date: 09/29/2025	\$2,409.59 OM	1	\$2,409.59

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QUOTE DATE: 09/09/2022  
 QUOTE NO: 35696526

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
20	PremierSupport	Premier Support Box, Inc. - PremierSupport Start Date: 09/30/2024 End Date: 09/29/2025	\$1,041.08 OM	1	\$1,041.08
21	PlatformPremier	Platform Premier Box, Inc. - PlatformPremier Start Date: 09/30/2024 End Date: 09/29/2025	\$361.44 OM	1	\$361.44
YEAR 3 SUBTOTAL:					\$58,498.96
SUBTOTAL:					\$281,698.99
TOTAL PRICE:					\$281,698.99
TOTAL QUOTE:					\$281,698.99

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data

recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC 3500 Cherokee Avenue, Suite 300 Alexandria VA 22312	<b>CONTACT NAME:</b> PHONE (A/C, Mo, Ext): 800-274-0268      FAX (A/C, No): E-MAIL ADDRESS: certificates@MarshMMA.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	<b>INSURER A:</b> Lloyds Syndicate 2523/623      NAIC # 55555 <b>INSURER B:</b> Hartford Casualty Insurance Company      29424 <b>INSURER C:</b> Hartford Fire Insurance Company      19682 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES      CERTIFICATE NUMBER: 46575254      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDC (MSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ENP0651059	4/19/2022	4/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP0651059	4/19/2022	4/19/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			ENP0651059	4/19/2022	4/19/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> I/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Cyber Professional Liab Crime	Y	Y	W3018F210101 307P032740921	8/27/2022 2/6/2022	8/27/2023 2/6/2023	\$5,000,000 \$5,000,000 Occurrence Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b>  CARAHSOFT TECHNOLOGY CORP. 11493 SUNSET HILLS ROAD Suite 100 Reston VA 20190	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Exhibit D – BAA Agreement

DocuSign Envelope ID: 59141D8A-8969-4D9E-B025-42836A47B8AC

### BUSINESS ASSOCIATE ADDENDUM TO THE BOX SERVICE AGREEMENT

This Business Associate Addendum (this "Addendum") is entered into on the date last signed below ("Effective Date") by and between Box, Inc. a Delaware corporation with a place of business at 4440 El Camino Real, Los Altos, CA 94022 ("Box") and The County of Santa Barbara, a governmental organization, with a place of business at 105 E. Anapamu St., Santa Barbara, CA 93101 ("Customer").

#### RECITALS

WHEREAS, Customer and Box have entered into the Service Agreement, as defined below.

NOW, THEREFORE, in consideration of the mutual promises below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS

Terms used in this Addendum that are specifically defined in HIPAA shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Addendum.

1.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "breach" does not include the exceptions described in 45 CFR § 164.402.

1.2 "Electronic Protected Health Information" and/or "E PHI" has the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, and includes, without limitation, any E PHI provided by Customer or created or received by Box on behalf of Customer.

1.3 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 C.F.R. Parts 160-164).

1.4 "HITECH" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

1.5 "Individual" has the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R § 160.103. It also includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.6 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. §§ 160 and 164 (Subpart E) and any other applicable provision of HIPAA and any amendments to HIPAA, including HITECH.

1.7 "Protected Health Information" and/or "PHI" has the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and includes, without limitation, any PHI provided by Customer or created or received by Box on behalf of Customer. Unless otherwise stated in this Addendum, any provision, restriction, or obligation in this Addendum related to the use of PHI shall apply equally to E PHI.

1.8 "Required By Law" has the meaning given to the term under the Privacy Rule, including but not limited to, 45 CFR § 164.103, and any additional requirements created under HITECH.

1.9 "Secretary" means the Secretary of the Department of Health and Human Services or his designee.

1.10 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR § 164.304.

1.11 **"Security Rule"** means the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. §§ 160 and 164 (Subpart C) and any other applicable provision of HIPAA and any amendments to HIPAA, including HITECH.

1.12 **"Service Agreement"** means the underlying agreement(s) that outline the terms of the services that Box agrees to provide to Customer and that fall within the functions, activities or services described in the definition of "Business Associate" at 45 CFR § 160.103.

1.13 **"Unsecured PHI"** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary under 42 U.S.C. § 13402(h)(2), as described in the definition of "Unsecured PHI" at 45 CFR § 164.402.

## 2. BOX OBLIGATIONS

2.1 Box agrees that it will only use and disclose PHI in accordance with the terms of this Addendum or as is Required By Law.

2.2 Box will not use or disclose PHI except for the purpose of performing Box 's obligations to Customer as described in the Service Agreement and for other uses and disclosures permitted under this Addendum .

2.3 Box will not use or disclose PHI in any manner that constitutes a violation of the Privacy Rule. So long as such use or disclosure does not violate the Privacy Rule or this Addendum , Box may use or disclose PHI: (a) as is necessary for the proper management and administration of Box 's organization, or (b) to carry out the legal responsibilities of Box , as provided in 45 C.F.R. § 164.504(e)(4). Box may only disclose PHI for these purposes, in accordance with the provisions of 45 C.F.R. § 164.504(e)(4)(ii), if either (i) the disclosure is required by law, or (ii) Box obtains reasonable assurances from the person to whom Box discloses the PHI that the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and that the person will notify Box of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Box will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI other than as provided by this Addendum. Box will comply with the Security Rule and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI.

2.5 Box will, to the extent feasible, adopt a technology or methodology specified by the Secretary pursuant to 42 U.S.C. § 17932(h) that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

2.6 Box will report, in writing, to Customer any use or disclosure of PHI of which it becomes aware that is not authorized by this Addendum. In addition, Box will report in writing, to Customer any Security Incident of which it becomes aware that it experiences involving or potentially involving Customer EPHI. The written notice shall be provided to Customer within five (5) business days of becoming aware of the non-authorized use or disclosure or Security Incident.

2.7 Box will provide written notification to Customer within seventy-two (72) hours of discovering a Breach of Unsecured PHI. To the extent possible, this notice will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, disclosed, or used during the Breach. Box will implement a reasonable system for discovery of Breaches.

2.8 Box agrees that Box does not and will not have any ownership rights in any of the PHI.

2.9 Box agrees to ensure that any agent or subcontractor that creates, receives, maintains, or transmits unencrypted PHI on behalf of Box provides reasonable assurances that the agent or subcontractor will comply with substantially the same restrictions and conditions as apply to Box, to the extent those obligations relate to Customer's PHI.

**2.10** Box agrees to ensure that any agent or subcontractor that has access to the PHI to which it discloses EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI.

**2.11** Box agrees to comply with the Privacy Rule to the extent that it is carrying out Customer's obligations under the Privacy Rule.

**12.12** Box agrees to make available to Customer, within a reasonable time after receipt of a written request, PHI contained in a Designated Record Set that is necessary for Customer to respond to (a) an Individual's request for access to PHI in accordance with 45 C.F.R. § 164.524 or (b) an Individual's request for amendment of PHI in accordance with 45 C.F.R. § 164.526, provided that Customer's written request reasonably identifies the PHI requested. Box agrees to permit Customer to incorporate in the PHI any amendments that Customer makes.

**2.13** Box agrees to document and make available to Customer, within a reasonable time after receipt of a written request, information related to any disclosures of PHI as may be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

**2.14** Box agrees to make available to the Secretary, upon proper demand, its internal practices, books, and records relating to the use or disclosure of Customer's PHI, for the purpose of determining Customer's compliance with the Privacy Rule.

### **3. CUSTOMER OBLIGATIONS**

**3.1** Customer shall not provide to Box any PHI that is subject to conditions, restrictions, or limits permitted by Customer, including but not limited to any arrangements agreed to by Customer under 45 CFR 164.522

**3.2** Customer shall not instruct or request that Box use or disclose any PHI in any manner not permitted by this Addendum.

### **4. TERMINATION**

**4.1** The term of this Addendum shall be effective as of the Effective Date of this Addendum and continue until terminated by Customer or any underlying Service Agreement expires or is terminated.

**4.2** If Customer determines that there has been a breach of a material term of this Addendum, Customer shall: (a) provide to Box sufficient information to identify and investigate the alleged breach and provide Box a reasonable opportunity of not less than thirty (30) days to cure the breach; (b) terminate the Agreement, but only if cure is not possible; or (3) if cure is not possible and termination is not feasible, report the violation to the Secretary.

**4.3** (a) Upon termination of this Addendum for any reason, Box shall return or, at Customer's request, destroy all PHI received from Customer or created or received by Box on behalf of Customer that Box still maintains in any form. If Box destroys the PHI, Box shall certify in writing to Customer that such PHI has been destroyed.

(b) If Box determines that returning or destroying the PHI is not feasible, Box shall explain to Customer why conditions make the return or destruction of the PHI not feasible. If Customer agrees that the return or destruction of PHI is not feasible, Box will retain the PHI, subject to all of the protections of this Addendum, and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Box maintains the PHI.

### **5. MISCELLANEOUS**

**5.1** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Customer, Box, or their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.2 The parties are independent contractors and nothing in this Addendum shall be deemed to make them partners or joint venturers.

5.3 Box will comply with all appropriate federal and state security and privacy laws, to the extent that such laws apply to Box and are more protective of Individual privacy than are the HIPAA laws.

5.4 All notices which are required or permitted to be given pursuant to this Addendum shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by registered or certified mail placed in the mail no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to Box:  Box, Inc. C/o Global Legal Ops. 4440 El Camino Real Los Altos, CA 94022	If to Customer, to:  _____ _____ _____
--	--

RESOURCE EMAIL

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third (3rd) day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

5.5 If any provision of this Addendum is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

5.6 Unless otherwise specified in the Service Agreement this Addendum shall be governed by federal law except to the extent that federal law is pre-empted by state law in which case the law of the State of California shall apply without regard to its conflict of laws principles.

5.7 Box and Customer agree that this Addendum is intended to assist them in complying with the Privacy Rule, Security Rule, and the rule relating to Breach notification under HIPAA and HITECH. In the event that any amendments to any of those rules change the compliance requirements that apply to either Box or Customer, Box and Customer will negotiate in good faith to amend this Addendum 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 amendments to this Addendum, either may terminate their contractual relationship by giving written notice at least 90 days prior to the termination date specified in such notice.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the dates set forth below.

**BOX, INC.**  
 DocuSigned by:  
 By: D'Arcy Doyle  
A24E646F5388433  
 Name: D'Arcy Doyle  
 Title: Area Vice President, Sales  
 Date: November 6, 2015

**CUSTOMER**  
 By: Jennifer Slayman  
 Name: JENNIFER SLAYMAN  
 Title: ASSISTANT DIRECTOR / GENERAL SERVICES  
 Date: 10/26/15

Box Legal  
October 23, 2015  
Approved