Box
Cloud Content Management

Terms and Conditions
Box Content Cloud: A Secure Content Management Platform
G-Cloud Framework 15

BOX SERVICE AGREEMENT

(v02202026ROW)

This Box Service Agreement is entered into by and between Box.com (UK) Ltd, a company registered in England and Wales (company number 08097316) ("**Box**") and the counterparty accepting the terms of 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 either upon execution by both Parties or by Customer's execution of the initial Order for the Box Service referencing this Agreement ("**Agreement Effective Date**").

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 meaning as delineated in Exhibit 1 to this Agreement.

Section 2. Access and Use of the Box Service

2.1 Access Grants.

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

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

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

2.2 Acceptable Use of the Box Service. Customer's use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the User Guide and Box's fair use policy). Customer agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Customer agrees that it is solely responsible for Users and Content, and shall promptly upon written notice from Box provide reasonable support and timely removal of Content that Box reasonably believes includes a virus, malware or harmful code, is otherwise harmful or illegal, or for which

Box has received a valid legal request to remove. Customer agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability, including but not limited to Customer's license to use Third Party Products (as defined below); (d) in any manner that is likely to damage, disable, overburden, or impair the Box Service, or interfere in any way with the use or enjoyment of the Box Service by others; (e) to introduce any Malware or other malicious activity; (f) to modify, alter, tamper with, repair or otherwise create derivative works of the API or Box Software; (g) to reverse engineer, disassemble, decompile, or attempt to discover or recreate the source code for any API or software provided by Box; (h) to disseminate fraudulent materials including but not limited to spam, junk mail, chain letters, pyramid schemes, spyware, adware, viruses, worms, or any other malicious code; or (i) in violation of any applicable export law or regulation.

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

Section 3. Non-Box Applications and Services. Customer or Users may choose to use optional third-party applications, services or products, which are licensed by their provider to Customer or Users, ("**Third-Party Products**") in connection with the Box Service. Customer acknowledges that if Customer or Users choose to use any Third-Party Products in connection with the Box Service, Box will give effect to such instruction as needed and as it relates to the use of such Third-Party Products. Use of any Third-Party Products and any exchange of any information between Customer or User and a third-party provider of a Third-Party Product is solely between Customer and the applicable third-party provider. Box makes no warranties of any kind and assumes no liability whatsoever for Customer's or User's use of any Third-Party Products.

Section 4. Content Security; Data Privacy

4.1 Security. During the Term of this Agreement, Box will implement and maintain commercially reasonable administrative, physical and technical safeguards and measures to protect against unauthorized access to Production Data. Such security program will conform to the Box Security Practices as incorporated here and delineated in Exhibit 2 to this Agreement. 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 Box Security Practices 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 Production Data is stored in the United States. Notwithstanding the foregoing, Customer understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) Processing information outside of the United States by Box.

4.3 Data Protection and Onward Transfer of Data. In the course of providing the Box Service, Box may Process Personal Data that is in Content ("**Customer Personal Data**") on behalf of Customer and, in such event, Customer instructs Box to Process Customer Personal Data: (a) to provide the Box Service (in accordance with the features and functionality of the Box Service); (b) to enable User initiated actions on the Box Service; (c) as set forth in the Agreement or applicable Order; and (d) as further documented by a mutually agreed upon written instruction given by Customer and accepted by Box. The Parties agree to comply with the applicable Data Protection Legislation 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 and such Administrator shall be responsible for: (a) configuring the settings of the Box Service, (b) managing any Customer devices and systems, (c) assigning and managing Accounts, (d) reviewing service notifications that Box provides through the Administrative Console, and (e) enforcing and managing User access controls and permissions in accordance with Customer's own policies and applicable law and regulations. For the avoidance of doubt, Accounts can be provided to any User that does not already have an Account at Customer's discretion and not just Customer employees. Customer will ensure that Managed Users do not share their password with any other person or permit any other person to log on as such Managed User. Customer is advised to implement multi-factor authentication on its Accounts and encryption keys as applicable. Customer shall ensure that each of its Users has an Account and may not create shared accounts or user accounts tied to generic email addresses unless all Users with access to those accounts also have their own respective Accounts. Customer may request to provision Accounts for Users that are not Customer employees in compliance with the terms of the Agreement; however, if an Account is associated with an email address controlled by another Box customer, Box will consider its contractual obligations to that other customer, then Box may require the migration of the Account (excluding any Content without Customer's Consent) to that third party's instance of the Box Service.

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

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

5.4 Additional Product Specific Terms. If Customer utilizes additional features and functionality beyond the core Box Service as purchased under an Order (e.g. Box Sign, Box AI, Box Platform, etc.) the relevant Product specific terms shall apply as incorporated and delineated in Exhibit 3 to the Agreement.

Section 6. Support and Service Level Commitments. For Customers who have purchased a subscription plan for the Box Service that includes additional support entitlements (e.g. Enterprise Plus), the Support Services and Service Level Commitments for the Box Service during the Subscription Period are identified in the Order. For all other Customers, or if the Order does not include a reference to Support Services, the Support Services Terms, as incorporated and delineated in Exhibit 4 to the Agreement, sets forth the Support Services and the Service Level Commitments for the Box Service during the Subscription Period. Customer will be responsible for supporting any Platform Application that Customer chooses to deploy and shall provide such support directly to Platform Application Users, Box will not provide Support Services to Platform Application Users, and Box is not responsible for any Downtime, Issues or other performance issues to the extent attributable to a Platform Application.

Section 7. Warranty and Disclaimer

7.1 Box Service Warranty. Box warrants that, during the Subscription Period, the Box Service purchased under the applicable Order will perform substantially in accordance with the functions specified in the User Guide when

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

7.2 Additional and Mutual Warranties. Box will comply with all applicable employment and tax laws and regulations applicable to its ongoing operations relating to the Box Service, and will secure the proper business licenses for its physical facility locations. Customer will comply with all laws and regulations applicable to its use of the Box Service and to Content. Each Party represents and warrants to the other that: (a) this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.3 Disclaimer of Warranties. Except as provided in this section 7 and section 9.3 (Consulting Services Warranty), 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, arising out of any course of performance, course of dealing or usage or trade, including, without limitation: (a) that the Box Service will be uninterrupted, error-free or free of harmful components; (b) that the Content will be secure or not otherwise lost or damaged; (c) of: (i) satisfactory quality; (ii) fitness for a particular purpose; or (iii) non-infringement (iv) interoperability with third-party products or services; 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 (including all System Data derived from the Box Service), the Box marks and other items used to provide the Box Service, other than the access rights expressly granted to Customer in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Customer or any User pursuant to this Agreement. All rights not expressly granted to Customer are reserved by Box. Box reserves the right, in its reasonable discretion and with notice to Customer, to change or require Customer to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Customer may obtain through the Box Service. In the event that Customer makes suggestions regarding any features, functionality or performance that Box adopts for any of its products including the Box Service (expressly excluding Customer Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to Box, and shall become the sole and exclusive property of Box. Customer may not use any Box trademarks, logos, or other Box marks in connection with its use or deployment of the Box Service without the prior written consent of Box.

Section 9. Training or Consulting Services

9.1 General Terms. Customer may wish to receive certain services of a professional, educational, operational or technical nature (collectively, "**Consulting Services**), as further described in a mutually agreed upon Data Sheet or Statement of Work (collectively, "**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 of a fixed late payment indemnity of forty (40) Euros per unpaid invoice as well as, upon justification, all additional collections fees incurred by Box in connection with any past due amount owed under this Agreement. If Customer fails to make a payment due to Box under or in connection with this Agreement by the due date for payment, then without limiting any other right or remedy available to Box, Box reserves the right to charge Customer an interest on any overdue amount at a rate of ten (10) points of percentage per annum above the latest refinancing operations of The European Central Bank base rate or the maximum amount allowed by applicable law, whichever is less.

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 as to Customer's relationship to Box. 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 unless otherwise specified in the Order. Thereafter, unless the Agreement is terminated as provided herein, the Order(s) will automatically renew unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Period. Each such renewal subscription period shall have the same subscription period time length, usage limits and pricing, excluding any Order terms that applied only to the initial Subscription Period (e.g. limited duration overage grants). If the initial Subscription period exceeds one (1) year, the usage limit and pricing for the renewal subscription period will be the same as in the final year of the initial Subscription Period. Any renewal subscription period shall also incorporate the then-current Product Feature Matrix and any expansion orders by Customer during the service term.

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 antecedent transaction or 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 and, as applicable, 11.5.1. 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 via the browser-based service (e.g. excluding any Platform or other API-based tools). After such thirty (30) day period, Customer will have no further rights to access the Box Service.

11.5.1 EU Data Act Switching Process. To the extent the EU Data Act is applicable to Customer the following terms shall apply:

The Parties agree that for the purposes of the EU Data Act (the "Data Act") and this Section, "Data" means the Content, the exportable Customer metadata associated with the Content and Customer's exportable system logs in the Box Service. Subject to the terms of this Agreement and the applicable Order, the type or nature, estimated volume, collection frequency and duration of retention of the Content is determined by the Customer. The Data storage location will be in the United States unless otherwise set forth in the applicable Order.

Without waiving any obligations for Customer to use the Services in compliance with the Agreement, Box does not limit Customer's ability to (i) move Data in or out of the Box Service, (ii) enter into contracts with a different service provider, or (iii) migrate Customer's Data to a different service provider. During the Term of the Agreement and during the Retrieval Period (as defined below), the Data will be available to Customer for secure retrieval and export via the Box Service. The Content will be in the same format as uploaded in the Box Service by the User and the other Data will be in an industry standard exportable format. At any time during the term of the Agreement and the Retrieval Period, upon Customer's written notice of its intent to switch to another service provider or otherwise exercise its rights under the Data Act, Box agrees to provide mutually determined and reasonable assistance and information to facilitate Customer's retrieval and export of the Data and to support Customer's exit plan including switching to a replacement service provider, if applicable. Box will not perform functions made available to Customer on a self-service basis in the Box Service. Box makes available HTTP endpoints, in-product tools, and processes for deleting Accounts in the Admin Console.

Mutually agreed payment obligations, including as set out in Order Form(s), shall not be impacted by the exercise by Customer of rights under the Data Act, up to and including termination, and shall therefore survive the termination of the Agreement Amounts pre-paid to Box are non-refundable. Certain third-party tools require API Calls, the use of which remain subject to Customer's existing allocation limit. As set out above any additional API Calls required by Customer must be purchased as additional resources prior to use.

During any switching process, Customer's Data will be retained (and/or deleted) in accordance with Box's data retention policies. The Customer's Box Admin will continue to manage the Customer's Box Service in line with the terms of this Agreement. The Agreement will be terminated at the end of the Subscription Period (or, if applicable, notice period) and upon (i) termination or (ii) deletion of all Accounts, Box will fully delete any remaining Data from its systems using Box's then-current deletion processes, subject to any applicable legal or regulatory requirements.

Pursuant to the Data Act, Customer may request in writing an extension of its post-termination retention period by an additional thirty (30) days to retrieve and export any Data remaining on the Box Service ("**Retrieval Period")**. After the Retrieval Period, Customer will have no further rights to access the Box Service and the Agreement shall be deemed terminated. Box will continue to perform its obligations under this Agreement, including, with respect to its standard security measures, until the Agreement is terminated.

For the avoidance of doubt, payment obligations previously agreed and committed by Customer survive any termination of this Agreement pursuant to this Section or the Data Act. Box will invoice Customer for any unpaid fees under the Agreement shortly after a notice of switching or termination under the Data Act is received from Customer.

11.6 Surviving Provisions. Upon any expiration or termination of this Agreement, the following sections (and terms referenced therein) 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. To the extent not prohibited by law, 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 that either Customer's Content or use of the Box Service is (a) in breach of Section 2.2 (Acceptable Use of the Box Service) of this Agreement; or (b) infringes a registered patent, registered trademark, or copyright, or misappropriates a trade secret (to the extent that such infringement or misappropriation is not the result of Box's actions). Customer will, with respect to any claim against Box that is subject to this Section 12.2, indemnify Box for the resulting costs and damages finally awarded against Box to such third party by a court of competent jurisdiction or agreed to in settlement.

12.3 Indemnification Process. As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) 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 Exclusions. Nothing in this Agreement shall limit or exclude Box's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) for any other liability which cannot be limited or excluded by applicable law.

13.2 Limiting types of loss. Box and its affiliates, officers, employees, agents, resellers, distributors, suppliers or licensors shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or its subject matter for: (a) loss of profits or revenue; (b) loss or damage to business or reputation; (c) loss of anticipated savings; (d) loss of or damage to goodwill; (e) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term "loss" includes partial loss or reduction in value as well as complete or total loss.

13.3 Liability cap. To the extent not prohibited by applicable law, Box's total liability and that of its affiliates, officers, employees, agents, suppliers or licensors, arising under or in connection with this Agreement shall be limited to one hundred twenty-five percent (125%) of the total fees paid by the Customer for the Box Service in the twelve (12) months preceding the date of the first event giving rise to the liability under this Agreement.

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) the terms of this Agreement including all Orders and pricing thereto; (c) personal data of Users; and (d)

the Disclosing Party's strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. Confidential Information will not include information that as shown by the Receiving Party's records was: (i) already known to Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information.

14.2 Protection. The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party. The Receiving Party will only use the Confidential Information of the Disclosing Party: (a) to exercise its rights and perform its obligations under this Agreement; or (b) as otherwise required by law. Box Personnel with access to Customer Confidential Information shall at all times be subject to confidentiality obligations no less restrictive than those in this Agreement.

14.3 Permitted Disclosure. Neither Party will disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, each Party may disclose Confidential Information without the prior written consent of the other Party: (a) as compelled by law provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure; (b) in confidence to its legal counsel; (c) in connection with the enforcement of rights or performance of obligations under this Agreement; or (d) to respond to an emergency which Box believes in the good faith requires Box to disclose information to assist in preventing the death or serious bodily injury of any person. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Content (x) in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and (y) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction. Customer may disclose Box's then-current SOC2 Type II reports in confidence to Customer's customers, provided that (i) Customer provides the Box SOC2 Type II report to its customers for the sole purpose of evaluating the security of the Box Service for such customer's use of the Box Service; (ii) Customer has a written agreement in place with its customers with which it is sharing Box's SOC2 Type II report sufficient to require such customers to protect Box's SOC2 Type II report as confidential terms that are no less restrictive than those in this Agreement; and (iii) Customer remains liable for any breaches of confidentiality of Box's SOC2 Type II reports by Customer's customers.

Section 15. Miscellaneous

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

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

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

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

15.5 Notices. Any notice or other communication under this Agreement given by any Party to any other Party will be in writing and will be effective upon delivery as follows: (a) if to Customer, when sent via email to the email address specified in an Order or otherwise on record for Customer; and (b) if to Box, when sent via email to legalops@box.com. Any such notice, in either case, must specifically reference that it is a notice given under this

Agreement. The Parties agree that only versions of this Agreement and notices provided in the English language are valid and control. Any documents provided in languages other than English may be used for ease of reference only.

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

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

15.8 Integration; Order of Precedence. This Agreement and any exhibits or addenda attached and/or incorporated by a link herein constitute the entire agreement between the Parties and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a signed Order, the mutual signed agreement of the Parties hereto, or as noted in Section 15.14 below. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer. Notwithstanding the foregoing, in the event of a conflict between terms of this Agreement and an Order, the terms of the Order shall prevail. This Agreement or any exhibits or addenda attached and/or incorporated by a link herein, 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 affect the intent of the Parties. The Parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

15.10 Applicable Law; Dispute Resolution. The governing law will be the laws of England and Wales. Any dispute, controversy or claim (whether contractual or non-contractual) arising under, out of or relating to this Agreement, its subject matter or formation will be submitted for final determination by arbitration conducted by the London Court of International Arbitration ("LCIA") (or, if unavailable, then such other similar group that can provide former judges as arbiters) under and in accordance with the Arbitration Act 1996 and the rules of the LCIA at the date of such submission (which are incorporated by reference) by a single arbiter who is (a) fluent in written and spoken English; (b) skilled and experienced with cloud or internet services; and (c) substantive knowledge and qualifications for English law. The place of such arbitration will be in London, United Kingdom. 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. Notwithstanding the foregoing, Box may bring proceedings in the courts of any other country which have jurisdiction, for the purpose of seeking: (i) an injunction, order or other non-monetary relief (or its equivalent in such other country); or (ii) any relief or remedy which, if it (or its equivalent) were granted by the courts of England and Wales would not be enforceable in such other country; or (iii) any dispute based on a subject matter, such as intellectual property rights, which must be adjudicated by the courts of the relevant jurisdiction. Nothing in this Section 15.9 (Applicable Law; Dispute Resolution) will limit or restrict either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction. The Parties agree that English language version of this Agreement controls and that agreements provided in languages other than English are provided for ease of reference only.

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 under the Contracts (Rights of Third Parties) Act 1999.

The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to 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 Updates. Box reserves the right to make updates to the main body of this Agreement or exhibits or documents incorporated therein. Changes to the main body of this Agreement shall take effect upon Customer's next renewal or purchase of an additional Box Service Subscription. Any other changes shall take effect as notified to Customer by Box. For the avoidance of doubt, any such change will not materially diminish any right or product functionality during the current subscription period. However, in the event of a change of law applicable to the provisioning of the Box Service (including but not limited to regulatory and policy changes, standards and/or caselaw) or a change or addition of a new Box feature or offering that may be provided subject to additional terms, Box may make updates to this Agreement and any exhibits or addenda attached and/or incorporated by a link herein with immediate effect as required upon at least thirty (30) days' prior notice delivered by e-mail or via the Admin Console. Customer may object to these changes before the end of the notice period, and Box and Customer will negotiate in good faith to amend this Agreement to permit them to continue their contractual relationship in compliance with any such amended requirements. However, if Box and Customer are not able, after negotiating in good faith, to reach agreement on a required amendment, Customer may be precluded from using any such feature or offering of the Box Service subject to the additional terms, and Box may terminate the Agreement in whole or in part by giving notice at least ninety (90) days prior to the termination date specified in such notice.

Exhibit 1

Box Service Agreement Definitions

(v02092026)

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

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

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

"Agreement" means this Box Service Agreement (including any additional terms incorporated by hyperlink, referenced and/or attached hereto) together with all Orders and addenda which are entered into between Box and Customer.

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

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

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

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

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

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

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

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

"**Data Protection Legislation**" means the laws and regulations of the United States, European Union, the European Economic Area and/or their member states, Switzerland and/or United Kingdom applicable to the Processing of Customer Personal Data under this Agreement, including the General Data Protection Regulation 2016/679. If Customer is a business entity located in Australia the laws and regulations of Australia, including the Privacy Act 1988 shall apply.

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

"Fair Use Policy" means the policy that outlines the technical limitations for the Box Service and sets forth Box's expectations for fair use of the services and systems found at https://www.box.com/legal/fairusepolicy.

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

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

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

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

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

"Production Data" means all text and files stored in Customer's Box Instance (including all Content and metadata) that is (i) submitted electronically by a User; (ii) submitted on behalf of Customer via API; or (iii) created at the direction of a User or API. Box Production Data does not include data that is stored outside of your Box Instance and other data that is created, compiled or otherwise collected as a result of Box's operation of and monitoring of the Box Service ("System Data"). For the avoidance of doubt, System Data shall not include Content or Production Data.

"Service Level Commitments" means the service level commitments set forth in the Support Services Terms.

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

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

"Support Services" has the meaning set forth in the Support Services Terms

"**Support Services Terms**" means the document describing the Support Services entitlements Customer will receive under an Order, as found in the Support Services Terms.

"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 accessible at Box User Guide.

Exhibit 2

Box Security Practices

(v02092026)

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 Production Data from unauthorized use, access or disclosure, while Box is in possession of Customer's Production Data.

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 Production Data from unauthorized access, use or disclosure; and (b) protect against anticipated threats or hazards to the security or integrity of Customer's Production Data. 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 Production Data 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 Production Data; 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 Production Data:

(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 Production Data:

(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 Production Data 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 Production Data 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 data. Box will implement suitable measures to allow the separate processing of Production Data which have been collected for different purposes. Production Data shall be separated such that no third party shall have access thereto unless granted by a User. Content will be logically separated from the data of other customers.

6.2 Encryption. Box will encrypt Production Data at rest within the Box Service using an AES algorithm or another industry-recognized cipher that is at least as secure for encryption of Production Data at rest with a default value of at least 256-bit strength. For Production Data in transit to and from the Box Service, Box provides encryption that is at least as secure as TLS 1.2 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 Production Data 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 Production Data 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 Production Data (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 Production Data 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 Production Data. 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 Production Data . 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 a confirmed incident in which an unauthorized individual or entity (i) gains unauthorized access to stored Production Data in Box production databases, file stores, or object storage and/or (ii) exfiltrates, copies, exports, or otherwise removes Production Data from Box systems without authorization by passing or defeating a Box-controlled authentication or access-control mechanism. A Security Breach does not include (a) unsuccessful intrusion attempts or scans that do not result in access to stored Production Data, (b) unauthorized access to non-production, test, backup or development environments, or (c) disclosures resulting from Customer's actions or misconfiguration.

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 of a Security Breach, Box will, at its own expense: (a) investigate the 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.

7.3 User Activity Breaches. Customer is advised to require multi-factor authentication (MFA) for all Users and implement least-privilege access controls consistent with Box's security guidance. Customer acknowledges that accounts without MFA are at a higher risk of unauthorized access (e.g., phishing, credential stuffing, brute-force attacks, credential theft). Box may take necessary mitigative and remedial actions in the event of a Security Breach with respect to affected accounts, including temporary suspension and requiring immediate corrective measures (e.g., enabling MFA, applying least-privilege permissions, or resetting passwords), before restoring access to accounts which do not comply with Box's security guidance, and notice of such measures may constitute notice of a Security Breach as appropriate. Box is not liable for any security incident, Security Breach, loss, or damage to the extent caused by Customer's failure to enable or maintain MFA or least-privilege access controls.

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 be 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 Production Data, 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 and Federal Search (7-Year Address History), Multi-State Instant Criminal Check, Nationwide Sex Offender Registry Check, OFAC Check, OIG/GSA Combined Search, and Education Verification. 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 check (maximum of 5 years of employment history or two prior employers).

(d) For Germany, Poland and 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 France and Netherlands-based employees (but not based in the UK, Germany or Poland), on hire, Box performs ID verification, international criminal checks, credit and address check (up to 6 years for address), education check and employment history 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 5 years for address), and employment history and reference check (maximum of 5 years of employment history or two prior employers).

(g) For Subprocessors, Box's policy is to require material Subprocessors to 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.

Exhibit 3

ADDITIONAL PRODUCT SPECIFIC TERMS

(v02092026)

Section 1. Applicability and Integration

These Additional Product Specific Terms are subject to the terms and conditions of the Agreement and is applicable only when Customer has purchased the applicable product identified below under an executed Order. All references under the Agreement to the "**Box Service**" shall be deemed to include the product purchased and except as otherwise set forth in these Additional Product Specific Terms, all terms and conditions of the Agreement shall apply. These Additional Product Specific Terms 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, these Additional Product Specific Terms shall supersede and control over any conflicting terms and conditions in the Agreement.

Section 2. Box Platform

2.1 Platform Products.

2.1(a) Definitions.

"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); or (iii) Box provided services (e.g. Box Shuttle), if applicable.

"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 may include Platform Resources and other features of the Platform Products that permit a Platform Service Account, a User, or Platform Application User to view, annotate and comment on Content, 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 these Platform terms.

"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 Agreement, Box Fair Use Policy, or Order**.**

2.1(b) Platform Grant. Subject to the terms and conditions of these terms 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 utilize the Platform Products subscribed to by Customer under the applicable Order; and 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), these Platform terms, the Agreement and applicable law.

2.1(c) Platform Restrictions. All terms applicable to Customer’s responsibility for Content in the Agreement also includes Content upload by via Platform Application Users and Platform Service Accounts to Customer’s instance of the Box Service. 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;

(ii) reverse engineer, disassemble or decompile the Platform Products, or attempt to discover or recreate the source code for the Platform Products;

(iii) 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);

(iv) Use any Box trademarks, logos, or other Box marks to promote and market the Platform Products without the prior written consent of Box

(v) Use the Platform Application or Platform Products to:

(a) Transmit Content in violation of the Agreement, including but not limited to spam, junk mail, chain letters, pyramid schemes, spyware, adware, viruses, worms, or any other malicious code.
(b) Install software to harm user systems, perform hidden activities, or otherwise 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:
(c) Impersonate, or misrepresent an affiliation with, any person or entity;
(d) 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)
(e) Circumvent any security measures or content filtering devices;
(f) Engage in any activity or conduct that is deceptive, unfair or harmful or that violates any law, rule, regulation, generally accepted industry standards, or the rights of Box or any third party, including but not limited to intellectual property rights, privacy and publicity.

2.1(d) 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 Platform Use 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 if available; or (iii) permanently delete the excess Accounts or other applicable activity.

2.1(e) Support. 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 3. Box Zones

3.1 Definitions

"Box Zones" means the Box infrastructure product (either Zones or Zones-Multi) that enables storage of customer files at Locations.

"**Service Provider(s)**" means the Box subprocessor(s) providing the geographic storage of Content.

"**Location(s)**" means the primary geographic location(s) specified in the applicable Order or otherwise made available to Customer where Content will be stored.

3.2 Zones Grants. Subject to the terms and conditions of these Additional Product Specific Terms and a purchase of a Box Zones account for each User as set forth in the applicable Order, Box shall: (a) make the Locations specified in the applicable Order available to Customer as of Service Start Date; (b) store Content generated after Customer's purchase and provisioning of Box Zones in the default Location specified in the applicable Order; (c) to the extent included in Customer's purchased product, allow Administrator(s) to designate and manage, at any time during the Subscription Period, the Location for each Managed User and Administrator via the Administrative

Console; (d) migrate all such Users' Content to the designated Location(s) within a commercially reasonable timeframe after designation by the Administrator, provided however, that migration of Content generated prior to the Service Start Date of the initial Box Zones Order may be subject to a one-time additional fee mutually agreed by the Parties; and (e) store such Users' Content generated after such designation in the respective Locations.

3.3. Content Location. While Content will be stored and may be partially processed in the Location(s), some processing and metadata storage may continue to be provided from the United States. Nothing herein prohibits a User from accessing the Box Service, including Content, outside of the Location(s). The terms of these Additional Product Specific Terms supersede and replace any and all provisions in the Agreement regarding the location of Content storage and related controls. Locations are subject to change upon prior written notice from Box.

3.4 Service Providers. Box agrees to provide Customer with notice pursuant to the terms of the Agreement if it is adding a new subprocessor as a potential Service Provider. Security certifications of Service Provider(s) may vary based on selected Location(s) and additional information can be made available upon request by Customer pursuant to the terms of the Agreement.

3.5 Zones Configuration. It is Customer's responsibility to configure and properly utilize the Box Service and Box Zones to address its obligations related to data types and compliance obligations. To the extent there are multiple Locations, Customer must ensure that each Managed User and Administrator is mapped to a Location at all times during the Subscription Period. Notwithstanding the foregoing, Content storage follows ownership in folder structure.

Section 4. KeySafe KMS

4.1 KeySafe Grant. Subject to the terms and conditions of these Additional Product Specific Terms and a purchase of a Box KeySafe KMS account for each User as set forth in the applicable Order, Box hereby grants Customer the right to use the Box feature which allows Customer to connect its Box instance to a third-party data hosting partner ("**Hosting Partner**") offering to enable a second level of encryption using a key not managed by Box (such Box feature, "**KeySafe KMS**"). For the avoidance of doubt, Customer must separately purchase a license subscription dedicated solely to KeySafe KMS from a Box approved third party Hosting Partner. 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. Box is not responsible for providing any maintenance or support in connection with the Hosting Partner's products or services.

4.2 Customer Responsibilities. During Customer's use of KeySafe KMS, Customer shall:

(a) comply with the then-current technical documentation applicable to KeySafe KMS;

(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;

(c) purchase Enhanced Support Services from Box (or their equivalent) for so long as it maintains the KeySafe KMS subscription;

(d) ensure it has appropriate technical resources with KeySafe KMS experience such that Customer can provide a 24/7 technical liaison with Box with respect to Customer's use of KeySafe KMS, and provide Box the contact information including email and phone number of such technical liaison upon the Effective Date of the Applicable Order and immediately thereafter should such information change;

(e) use appropriately detailed process design, planning, governance, support and training efforts during deployment, including the purchase of additional professional and training services from Box as required; and

(f) maintain 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, for so long as Customer subscribes to KeySafe KMS and following expiration or termination of the Agreement for any applicable post-term access rights as described in the Agreement.

4.3. Downtime. Any commitments in the Agreement to minimize Downtime or offer service level credits do not comply to any period during which the Customer is unable to access the Box Service because of Customer's failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS, 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/or any downtime experienced by Hosting Partner.

4.4. 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.

4.5. Content Controls. 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.

4.6. Key Rotation. Box may assist Customer in the implementation of the initial encryption key as part of the KeySafe KMS implementation. 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.

4.7 Intellectual Property. For the avoidance of doubt, these KMS terms do 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

4.8 Disclaimer of Warranties. Customer acknowledges that the Hosting Partner products are not provided by or sold by Box. 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, AND 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 THESE KMS TERMS; OR (B) HOSTING PARTNER'S PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, CONTENT BREACHES, CONTENT LOSS OR UNAVAILABILITY AND DOWNTIME.

4.9 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 5. Box Sign

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

Section 6. Box AI

6.1 Ownership and Control. Customer is solely responsible for the production and retention of outputs using Box AI in compliance with the Agreement, the then-current Box AI Acceptable Use Policy & Guiding Principles, and all applicable laws. All output generated by Box AI is created at the User's direction and is stored in Content (or other Production Data) (a) at the User's sole discretion and/or (b) as an outcome of a Customer workflow or API Call. Box AI outputs are not human generated or filtered by humans and cannot be represented by Customer as human work product. Box is not responsible for the accuracy or biases of the output or Customer's reliance on Box AI output. Box AI queries and outputs are Customer's Confidential Information but are not Content.

6.2 Processing. A User direction to process a Box AI query qualifies as Customer consent for the modification, aggregation, deidentification or other Processing of Confidential Information for purposes of generating output. Notwithstanding the above, Box will not train Box AI using Customer queries or outputs or other Confidential Information without explicit consent.

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

6.4 Infringing Queries and Output Use. Box shall not be responsible for, and shall not have any obligation regarding, any use of Box AI which relies on queries that infringe on any proprietary right of a third party or any use of outputs in a manner which infringes on any proprietary right of a third party.

Section 7. Box Forms

7.1 Definitions

"**Box Forms**" means the Box product that allows Users to initiate form-driven business processes configured by Customer.

"**Box Forms Data**" means any text or other data (excluding files) submitted through Box Forms.

7.2. Access and Use of Box Forms

7.2(a) Box Forms Data. Box Forms Data is Customer's Confidential Information and is stored and processed by Box in a centralized database rather than in a file stored in Customer's instance of the Box Service. Except as otherwise noted herein or by Box in its technical documentation, Box will process Box Forms Data in a manner consistent with other similar categories of system data as stated in Box's Information Security Management System documentation. Customer agrees that such mechanisms are sufficient safeguards for the processing of regulated information in Box Forms Data.

7.2(b) Processing. For the purposes of compliance with EU and UK GDPR, or any other privacy legislation applicable to the Parties, Box is the Processor and Customer is the Controller of any Box Forms Data. For purposes of data transfers from the European Economic Area and/or their member states, Switzerland, and/or the United Kingdom, the lawful transfer mechanism for Box Forms Data is any mutually agreed EU Standard Contractual Clauses (Controller-to-Processor; Module Two) and the UK Standard Contractual Clauses (subject to any restrictions noted in Section 3.1, Box Forms Data above) between the Parties, and/or the EU-U.S. Data Privacy Framework, including the UK Extension and the Swiss-US DPF. Box Forms Data will be stored and hosted in the United States but may be Processed by Box outside of the United States.

7.2(c) Interoperability. Except as otherwise agreed in writing by Box, Box disclaims any warranties or commitments that other elements of the Box Service (e.g. Box Governance, Box Shield, Box Zones, Box Keysafe, etc.) are compatible with or perform functions on Box Forms Data, which may impact Customer's ability to achieve compliance outcomes reliant on those service elements (e.g. CJIS or ITAR compliance, GxP, FINRA Broker-Dealer), and any Agreement provisions applicable to those compliance outcomes are inapplicable to Box Forms Data.

Exhibit 4

Support Services and Service Level Commitments

(v02092026)

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Support Services.

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

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

(i) Third-party hardware or software;
(ii) Use of the Box Service in violation of the terms of the Agreement;

(iii) Use of the Box Service other than in accordance with any User Guide or the express instructions of Box;
(iv) A Force Majeure Event as defined in the Agreement; or
(v) For users of Box KeySafe, failure to adhere to one or more of the requirements set forth in the then-current technical documentation applicable to KeySafe KMS, including required software updates, or any service degradation or downtime (scheduled or unscheduled) experienced by Hosting Partner.

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

Level 1 – Urgent:	An Issue that renders the Box Service completely inoperative for all Users and no workaround is available.
Level 2 – High:	An Issue that materially impairs substantial features of the Box Service for many Users and no reasonable workaround is available.
Level 3 – Normal:	An Issue that impairs a feature of the Box Service for a few Users and a reasonable workaround is available.
Level 4 – Low:	An Issue that involves an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; or a bug affecting a small number of Users.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Key Rotation. If Customer is purchasing KeySafe KMS, Box may assist Customer in the implementation of the initial key. If Customer changes the key ("Key Rotation(s)"), Customer will coordinate with Box, and Customer will be solely responsible and liable for any such Key Rotations. Customer acknowledges that if it improperly manages the Key Rotation, then: (a) Customer may not be able to decrypt or otherwise access its Content; and (b) Box will not be able to help Customer decrypt or otherwise access the Content. In no event will Box be responsible or otherwise liable for the Key Rotations or impacts of the Key Rotations.

Section 3. Service Level Commitments

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

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

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

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

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

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

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

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

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

Box User Guide – v02252025

This User Guide describes the functionality of the Box Service that is made generally available by Box to its customers and users with a governing agreement in place that references the User Guide. The Box Service allows users to securely share files, collaborate, and electronically sign documents, on any supported device. You can create, view, and edit documents on-the-go, or with others in real-time.

There are three different types of users in the Box Service:

- **Administrator** - Administrators set up their Box Service instance according to their company's needs. They have control over the content and users in the company's instance.
- **Managed Users** – These are the individual users permitted to access, store, retrieve or manage content, and registered their account with an email address registered, owner or controlled by customer.
- **External Users** –These are users who are 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 domain registered, owner or controlled by the customer.

Box Core Functionality - End User

Content Management

1. Upload Existing Files and Folders

Get started using the Box Service by uploading your content. If you're accessing the Box Service from your web browser, you can use one of two methods to upload files and folders:

- Drag and drop files or folders from your desktop or local directory into the Box Service window. Your files will be uploaded and will appear in the folder where you dropped them.
- Use the file browser to select and upload files and folders. Click the **Upload** button in the upper right and select either **Files** or **Folders**. Use the file browser to select the files or folders you wish to upload, then click **Open** or **Upload.**

2. Create a New Folder

To create a new folder in the Box Service, click the **New** button in upper right and select **Folder**. A pop-up will appear in which you can name your folder and invite collaborators. You can set access levels for collaborators before inviting them. For more information on access levels and collaborator permissions, see the "**Collaborators**" section below.

3. Create a New File

To create a new file in the Box Service, click the **New** button in upper right and **s**elect the type of file you would like to create (e.g. Box Note). Your file will be created in the folder that you are viewing.

4. Document Preview

Preview lets you view your files in the Box Service without downloading them. Preview currently supports most file types, so you can easily access your content from any browser. Simply click on a file in your

account and view it directly within the Box Service interface. Preview is also available for users accessing files through shared links. When an individual follows a shared link to a file, they will be able to view the file without downloading it.

5. Editing Documents

Making edits to your documents and saving your changes to the Box Service is simple. You can edit Box Notes in your browser, with your changes saved automatically. You can also open and edit various other file types in your browser, with all your changes saved back to the Box Service in real-time. You can also use Box Tools to open and edit a file in Box with the default application installed on your computer. All your changes will be saved back to the Box Service automatically.

6. File Properties

Under the **Properties** submenu of a single file (**Right-Click** or **More Options** (**...**) **> Properties**) you will find information about that file, and you can modify certain file settings. Depending on the file type, this may include:

- **Access Stats**
  Access Stats track views and downloads for a specific file. Whenever someone views and/or downloads a file through a shared link or by browsing directly to the file, their action will be logged. You can view these stats for a specific file by clicking **Details** in the **right panel of the screen. Note**: Managed users from your company who open a shared link will have their names displayed while External users from outside your company may be referenced by their IP address (set of numbers) or location.
- **Version History**
  For most file types, the Version History window shows you previous versions of your file, with the current version at the top. A new version of a file is created when you save changes to a document using Box Tools, or when you manually upload a new version. You can revert back to a previous version of a file by clicking **Make Current** under a specific version. Open the Version History window by clicking **More Options (…)**, or by clicking the small version number (e.g. **V2**) under the file name.

7. Messages and Updates

The Box Service gives you several ways to keep track of what's going on in your account.

- **Tasks**
  The **Tasks** window displays information about the pending tasks assigned to you. To access this window, click on the task icon by your profile picture or initials. Further clicking on "View All Tasks" within this window will take you to your Task Inbox.
- **Notifications**
  The **Notifications** window includes invitations and @ mentions. To access this window, click on the bell icon by your profile picture or initials.
- **Updates**
  The **Updates** page provides an overview of activity that is happening in your Box Service account. You can filter results by specific actions (e.g. Downloads, Uploads, Copies). To access the Updates page, open the Account menu by clicking your profile picture, then click **Updates.**

8. Trash

Files and folders that you delete will be moved to your Trash page, accessible in the left side panel. From your Trash page, you can restore items or delete them permanently in accordance with your enterprise's trash settings.

Collaboration

With the Box Service, it is possible to share and edit files with collaborators both inside and outside of your organization. Administrators have control over who their Managed Users are sharing files with.

1. Adding Collaborators

Add collaborators to a folder or file at any time in one of two ways:

1. Click the **Share** button by the folder or file into which you would like to invite collaborators (or right-click the folder to open the **More Options** menu and click **Share** in that menu, or click the **ellipsis (...)** to the right of the folder's name, and click **Share).** In the pop-up that appears, enter a collaborator's email to invite them. Assign them an access level, then click **Send**.

2. Open the folder into which you would like to invite collaborators. Click the **Sharer** button in the right side panel. In the pop-up that appears, enter a collaborator's email to invite them. Assign them an access level, then click **Send**.

When inviting collaborators to folders, you can set the level of access that user will have to your content. For more information on access levels, see the "Access Levels" section below.

2. Shared Links

The Box Service allows for sharing via shared links. With customizable permission levels and a URL that may be copied and pasted, shared links can be used to send content to others – both inside and outside your organization. You can generate a shared link to a file or folder in one of two ways:

- **Use the one-click link icon**. To do this, in your Box files view, hover over the row of the file or folder you wish to share. On the right, click the link icon (**copy shared link**). A pop-up will appear, and a shared link URL will automatically copy to your clipboard. You can now paste that link into the app of your choice -email, messaging, and so on -- to share your content. You can also change the setting for who has access to your shared link below the link, choosing between **People with the link**, **People in your company,** or **Invited people only**.

- **Use the Share option**. You can do this by following either of the options described in the "Adding Collaborators" section above to access and click the **Share** option. In the pop-up that will appear, you can toggle the switch under Share Link to create or remove a shared link. You can copy the shared link URL to your clipboard, and then paste that link into the app of your choice -- email, messaging, and so on -- to share your content. You can also change the setting for who has access to your shared link below the link, choosing between **People with the link**, **People in your company,** or **Invited people only**. You can copy and paste the shared link or enter email addresses to have Box email the shared link for you.

3. Comments and Tasks

You can add comments to a file and assign tasks to a user from the preview screen.

To add a comment to a file, first click on the file to preview it, then click into the **Write a comment** box in the right panel and begin typing. You can tag collaborators by typing an **@** sign before their name or email address. Click **Post** to post your comment.

To add a task to a file, first click on the file to preview it. Then click the **Add Task** box in the right panel, and select either Approval Task or General Task. In the pop-up that appears, fill-in the requested fields and then click Create.

4. Access Levels

When inviting collaborators into folders, you will be prompted to select an Access Level. A user's access level controls his or her permissions in a given folder. A user can have different levels of access for different folders; for example, one user could be a "co-owner" in one folder and a "viewer" in another, able to take different actions in each folder.

Electronic Signatures

In instances of the Box Service for which Box Sign has been enabled, the Box Service provides features for the electronic presentation of documents for review and signature through Box Sign. Administrators of those instances have the option to enable Managed Users to initiate signature requests. In addition, anyone (including existing users) with an email account may receive signature requests through Box Sign regardless of the Box Service enterprise settings. Before using Box Sign, you should determine whether its features (as discussed in the "Content & Sharing" section below) are appropriate for your particular use cases in light of laws and regulations that may apply to those use cases.

1. Sending Signature Requests

If Box Sign is enabled in your instance and your Administrator has not restricted you from sending signature requests, you can initiate signature requests by clicking on **Sign** in the left side panel of the Box Service web application. From this page, click on the **New Request** button in the upper right, and follow the instructions provided in the document flow. You should determine how to use the setup features for your use case, including where to place electronic signatures on the documents you want to have signed, who needs to sign, and in what order documents should be presented and signed.

2. Electronically Signing Documents

If you receive an email request to sign a document through Box Sign, you can click on the link in that email to be taken to the signer experience. You will also be taken directly to the signer experience as soon as you send any signature requests in which you designate yourself as a signer.

Box Core Functionality - Administrator

Each Business or above account comes with an administrative console where a designated Administrator can manage the user experience and functionality for everyone else in the instance. The Administrator controls the majority of the user experience, so setting up the administrative console *diligently* to fit your needs is a crucial first step when implementing the Box Service at your company. Take care when modifying the settings in the administrative console, as they will affect your entire instance and all your users.

Enterprise Settings

The enterprise settings within the administrative console allow the Administrator to set up your Box Service instance to best suit your company's needs. The Administrator can access these settings by clicking on **Enterprise Settings** in the left side panel of the administrative console. The Enterprise Settings home page includes an at-aglance view of your most important security and usage settings organization-wide. In many cases the Administrator can modify these settings directly from this page. The Administrator can also click the relevant tabs to make these changes, or to access all the settings available. Enterprise Settings tabs include:

1. Custom Setup

From the **Custom Setup** tab, the Administrator can configure basic information about your instance. The Administrator can set a custom URL for your Box Service instance and change the logo, color scheme and messaging users see when they work in the Box Service web application, as well as, and how many versions of a file Box should retain.

2. Security

The **Security** tab lets your Administrator control how your users sign up for and log in to your instance of the Box Service. From this page, your Administrator can easily manage signup/login option and choose password requirements for all Managed Users. Your Administrator can also restrict unencrypted uploads and set session duration limits for your managed users.

3. Content & Sharing

From the **Content & Sharing** tab, your Administrator can configure permissions and restrictions for your users working within the Box Service, including around shared links, collaboration, file requests, auto-expiration and trash.

4. Box Sign

In instances of the Box Service where Box has provided access to Box Sign, the **Box Sign** tab provides you the ability to configure the Box Sign features for initiating presentation of documents and signature requests. These Box Sign features are customizable in the administrative console. The Box Sign settings in the administrative console include the ability to disable Box Sign for your enterprise so that your users cannot send signature requests. However, even in this configuration, others may send your users signature requests.

You should only use the Box Sign features if you have determined that these features are appropriate for your enterprise's use cases. For example:

- Box Sign offers the presentation of a disclosure to all signers at the start of each signing session on Box Sign. Such a disclosure may be used to obtain the consent of signers to the use of electronic signatures and

electronic records through Box Sign, and/or to present information to signers which may be required by applicable law. You must evaluate your enterprise's use case to determine whether it is appropriate for all signers of your organization to be presented with, and consent to, a disclosure at the start of each signing session. Box Sign offers a default disclosure (available at: https://www.box.com/legal/electronic-recordand-signature-disclosure) which explains the hardware and software requirements to use Box Sign. Please review the default disclosure to determine whether presenting this default disclosure during your organization's signature requests meets your organization's needs for your planned uses. If it does not, your Administrator may replace the default disclosure with a custom disclosure for presentation to your signers, or disable presentation of any disclosure. If you choose to present a disclosure, whether the Box default disclosure or a custom disclosure that you upload, all signers must accept that disclosure before they can interact with the presented document. The disclosure text will be attached to the applicable signing log.

- It is your responsibility to determine what laws, policies and regulations apply to your files, signatures, and transactions. For example, laws may vary in areas such as:
    - **The types of documents and transactions** that may be presented and signed electronically, or that may have special legal requirements for electronic presentation, signing, or records management. It is your responsibility to determine which documents and transactions to process through Box Sign.
    - **Whether consent is required** from others to use electronic records and electronic signatures in particular transactions. As mentioned above, Box Sign offers use of a default disclosure (available at: https://www.box.com/legal/electronic-record-and-signature-disclosure) or a custom disclosure which may be presented to each recipient on behalf of the user or enterprise who requested the signature, and the recipient cannot interact with the presented document unless they accept that disclosure.
    - **Verification of signer identity or attribution of signatures**. Currently, Box Sign requires all signers outside of a specialized in-person signing flow to establish access to an email account designated by the Managed User who requests the signer to sign the file (the requestor). Specifically, entering into the standard Box Sign flow either requires a Box Service account or requires a signer to click on a link sent to the email address designated by the requestor. Three additional optional means of signer identity verification are and available to requestors.

      First, the requestor may choose to require any signer to provide a custom password to access the file. Communication of the password is conducted using means outside of the Box Sign platform. The requestor is solely responsible to authenticate the identity of the intended signer, to receive this communication and to select and utilize a protected means of communication sufficient to maintain the security of the password.

      The second optional means of verification is to require the signer to submit to 2-factor authentication using an SMS one-time PIN to complete the signing process. Before using 2-factor authentication, the requestor is responsible for implementing procedures which verify to the satisfaction of the requestor that the mobile phone number entered for use with 2-factor authentication may be attributed to the intended signer.

      The third optional means of verification is to require the signer to log into their Box account to access the file. In all three cases, the signing log will be updated to indicate that the additional method of signer identity verification was performed and completed.

- **Adoption and application of electronic signatures to documents**. In Box Sign, each signer must adopt and apply a signature by clicking on the location of each requested signature, typing, drawing, uploading, or selecting a signature, and then clicking a button labeled "Adopt". This adopts the configured signature and applies the signature to the selected location in the document. Finally, each signer completes their signing of the document by clicking a button labeled "Sign & Finish".
- **Record Management**. The final signed file in Box Sign is created in PDF format which includes an embedded image of the adopted signature. A copy of this PDF is made and a link to the copy is emailed to each signer and any additional email accounts the requester has included to receive a copy. Signers and any other designated recipients with Box Service accounts will have their copy stored in their Box Service account, where they can manage the document alongside their other content. Signers and any other designated recipients without Box Service accounts are given a period during which to access their link. During this period, they can download or print the file, or they can create a Box Service account to store it. Box does not commit to maintaining copies of signed agreements or signature logs separately from the files created during the Box Sign process. You have the sole responsibility to ensure these files are maintained appropriately.
- **Audit Trail**. In Box Sign, each signer receives a completion email which includes access to a signature log associated with the fully executed file. The signature log contains fields such as the email address associated with each signature and a hash code generated from the executed document at the completion of the signing process that is unique for each signed document. Changes made to a file after the signing process has been completed can also be detected by comparing the hash codes of the changed document to the hash code in the signature log.

The above guidance for the usage of Box Sign is intended only to identify, as between you and Box, the respective responsibilities of the parties with regard to the Box Sign features. It does not create additional obligations between you and Box.

5. Notifications

The **Notifications** tab lets your Administrator set options for email and real-time notifications for your entire instance of the Box Service. From this menu, your Administrator can modify your Managed Users' default settings for both the folders they own and the folders they have joined. Users can customize these settings in their personal Box Service accounts as needed.

6. User Settings

From the **User Settings** tab, your Administrator can modify the default settings for new Managed Users created in your instance of the Box Service. These include basic settings, like storage allocation and time zone, as well as more granular settings, like restricting external collaboration.

7. Mobile

From the **Mobile** tab, your Administrator can set specific permissions for Managed Users accessing the Box Service on mobile devices. Your Administrator can choose to allow or restrict things like saving files for offline use or opening files in external applications.

8. Device Trust

The **Device Trust** tab allows your Administrator to designate various security requirements and platform restrictions that devices must meet in order to access to your instance through certain Box Service applications.

Other Administrative Console Settings

In addition to the Enterprise Settings, the administrative console provides a number of other ways for your Administrator to view and manage all the users and content in your instance, generate reports, and more, some of which include:

1. Managing Users & Groups

By clicking on **Users & Groups** in the left side panel of the administrative console, you can view all your Managed Users and any External Users linked to your instance of the Box Service. Your Administrator can edit the settings of your users at any time and create new Managed Users (individually or in bulk using a spreadsheet). Your Administrator can also remove users or modify their access levels.

Your Administrator can also group your Managed Users together if you would like multiple users to have the same permissions and settings in your instance. Grouping users together allows your Administrator to manage folder membership for sets of users, like specific departments or project teams.

2. Managing Content

By clicking on **Content** in the left side panel of the administrative console, your Administrator can view and access any file or folder owned by your Managed Users, as well as any file or folder placed in quarantine.

3. Generating Reports

By clicking on **Reports** in the left side panel of the administrative console, the Administrator can run a variety of instance-wide reports: usage logs, file/user statistics, security audits, and more. Your Administrator can simply choose the actions you'd like to track, decide the time frame from which you want to pull statistics, and run the report.

4. Integrations

By clicking on **Integrations** in the left side panel of the administrative console, your Administrator can control your Managed Users' access to third-party integrations in the Box Service. Your Administration can enforce SSL connections and disable all new integrations to allow for testing or enable and disable integrations on an individual basis.

*** Disclaimer and Notices***

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Fair Use Policy

Effective as of May 1, 2024

Box is committed to providing an exceptional experience for all users. This means Box must ensure any one user or customer cannot use the Box Service in a manner which may affect the performance or integrity of the experience for other users and customers.

This Fair Use Policy ("policy") sets forth Box's expectations for the fair use of our services and systems and applies to all users of the Box Service. Box may change this policy, at its sole discretion, by posting an updated version of the policy at www.Box.com/legal and such updates will be effective upon posting.

Users and customers that do not comply with the Fair Use Policy or exceed purchased usage limits risk Box placing additional controls and limitations on use of the Box Service, suspending or terminating access to the Box Service, declining your next service renewal or other reasonable remedies at Box's discretion. If you ever see an error message or service notification that references this policy and you believe you were using the Box Service compliantly, please contact Box Support for assistance.

There are three primary ways that Box defines fair use:

1. Fair Account Activity and Bandwidth
2. Fair Account Management
3. Fair Account Behavior
4.

Section 1: Fair Account Activity and Bandwidth

a. Bandwidth

Bandwidth refers to the amount of data transferred across the Box Service. Bandwidth is used when folders, files, and other data are downloaded, uploaded, migrated, previewed, moved on or off the Box Service or otherwise accessed in the Box Service. This includes without limitation the use of tools such as Box Shuttle and Box Drive and third party tools not provided by Box.

Box monitors Bandwidth for fair use purposes on an account basis and a shared link basis:

(i) Account Bandwidth:
Each individual or User is limited to a total usage of **1 TB** of Bandwidth (as defined above) per month. For individuals or Users with multiple user accounts, such users may not use more than 1 TB of bandwidth per month cumulatively across all such user accounts.

Customers who have multiple users with account licenses are subject to a monthly usage limit of 1 TB per purchased user account license. This limit applies to the combined bandwidth used by all user accounts, organizational or group customers, and external applications.

Users are not allowed to bypass the monthly bandwidth limit by transferring files that have been uploaded or downloaded in violation of this policy to another account within their enterprise or to a different enterprise. Any corrective action taken against a user or account may also be extended to other accounts, if Box has a reasonable and good faith belief that these accounts are holding improperly uploaded and stored files.

Customers may not create or direct the creation of external collaborator accounts for the purpose of circumventing the monthly bandwidth limit, unless authorized in writing by Box.

(ii) Account Bandwidth for Shared Links: This is calculated using the amount of bandwidth used for your files available using an open access shared link. The limits per file are:

- 10 GB per file per month for Individual, Personal Pro and Starter plans
- 2 TB per file per month for all other plans

Some actions – such as files uploaded by a user and downloaded via an open access shared link – will count against both categories (i) and (ii) above.

Box also reserves the right to regulate your use of Box if your overall enterprise bandwidth – the total bandwidth used by anyone to access your files in Box – reaches a level which, in Box's reasonable and final determination, suggests you are using Box as content delivery network or media distribution service. The Box Service is not intended for the mass distribution of files.

b. API Calls

An API Call is a request by a client application for a specific action or data from another application which completes the request and delivers the result back to the client. API Calls count towards your account allotment each time the Box API receives a request whether it is intended for the Box Service to receive or send data, regardless of whether the API Call achieves its intended result.

API Calls to or from non-Box applications are not available to certain account levels (e.g. Individual, Personal Pro, Starter). If the **[Box Plans and Pricing page]** or your written agreement with Box does not include an API Call allocation, you may not use any API Calls nor integrate your Box account with any third-party application.

Box provides **[technical documentation]** identifying the acceptable use limits on API Call traffic on a per-user and per-enterprise basis. API Call traffic is calculated across all applications utilizing the API – the limits are calculated per API, not per application using the API – and will include calls made by active applications simultaneously.

When a user or enterprise generates API Calls exceeding the acceptable use limits, or if Box determines in its reasonable and final discretion that an API Call or rapid combination of API Calls risk causing site instability or other disruptions, a standard "429 Too Many Requests" error message ("429s") will be returned, with an indication of when to retry the request. Please refer to API reference documentation for best practices on how to handle 429s responses.

c. Additional Limits

Additional limits on account usage such as total storage capacity, file size upload limits, and Box Sign requests, can be found on the **[Box Plans and Pricing page]** or as otherwise identified in your written agreement with Box.

Section 2: Fair Account Management

a. User Limitations

Each individual using the Box Service (including your employees and contractors) must have an account tied to a unique email address. You are responsible for ensuring any of your employees have a valid purchased license for the Box Service. You may not deploy or permit employees to deploy User Accounts in excess of your entitlement without purchasing additional account licenses.

Users and customers may not take actions to artificially decrease their user count. Examples of such behavior include (but are not limited to):

(i) Creating a single user account that multiple users share.
(ii) Creating user accounts tied to a generic email address or alias (e.g. salesteam@xyz.com).
(iii) Deleting user accounts prior to a true-up and then subsequently re-provisioning those accounts.
(iv) Provisioning user accounts using an employee's personal email address for the purpose of circumventing the Customer's user count.

Additionally, user accounts cannot be used as a "system account" or "service account" that uses Box APIs and are independent of a specific person without Box's prior authorization. If you have a use case for an account that is not tied to a specific person, for example, connecting backend systems to aggregate files and move them to Box via API, migrating files from an internal repository to Box via API, scanning new files that are uploaded to Box via API, and other similar uses of the Box APIs – please contact your account executive or Box Support.

b. Platform Use Limits

Box Platform is a set of tools which enable our customers to provide content management benefits to users that access Box files or other resources using a third-party application. The use of Box Platform requires the prior purchase of Platform Resources which include Monthly Active Users, Monthly Platform API Calls, Monthly Platform Bandwidth, and Platform Storage. Except as otherwise mentioned in your agreement with Box, Platform Resource usage is measured based on your average usage over the prior twelve-month period, with the exception of Platform Storage which is measured as a total amount of terabytes at any given time. Monthly Platform Bandwidth is measured separately from user bandwidth – the process for user bandwidth is identified in Section 1 above.
Box Business, Business Plus, Enterprise, Enterprise Plus and Enterprise Advanced customers have access to Platform Resources as identified on the **[Box Pricing page]**. If you choose to purchase additional Platform Resources, your order form or order confirmation will state the Platform Resources available for your use. You are responsible for purchasing sufficient Platform Resources to avoid excessive use and for purchasing additional Platform Resources if your use exceeds the purchased quantities.

c. External Collaborator Limitations

Box encourages collaboration between users from different accounts, including between companies that purchase Box accounts and users with free Individual plans. Many of our account levels include unlimited external collaborators. This allows companies to work with external contractors, customers, consultants, partners, or anyone that signs up for a Box account.

However, you may not create or encourage or direct the creation of individual accounts for the purpose of avoiding limitations on service rate limits or the purchase of Box licenses in exceeding your user entitlement. Additionally, Box also reserves the right to regulate your use of Box if your number of external collaborators greatly outnumbers your number of user accounts, which would suggest you are using Box as a content delivery network or media distribution service. The Box Service is not intended for the mass distribution of files.
More information and best practices for managing internal and external users – including information on how to invite an external user to be managed as part of a Box account – are available **here**.

Section 3. Fair Account Behavior

While the Box Service can be utilized for a multitude of business activities, it should not be used for the following:

a. No Monetization of the Box Service

The Box Service is purchased by you and your use of the Service must be intended only for your benefit. You are prohibited from transferring, renting, reselling, charging or otherwise commercializing any use of the Box Service that you have purchased from Box, in whole or in part, unless otherwise expressly permitted by the terms of your Agreement. This includes, for the avoidance of doubt, the use of the Box Service for phishing, extortion, pyramid schemes, unsolicited commercial messaging (e.g. spam), as the infrastructure for an electronic currency or token, or to support a third-party cloud storage offering.

b. IP Prohibitions

You are prohibited from reverse engineering, disassembling, decompiling, otherwise recreating the Box Service or creating derivative works of the Box Service. You may not access the Box Service for the purposes of replicating any element of the Box Service as part of a product or service that competes with Box.

c. False or Misleading Acts

Honesty is the best policy. Users may not use the Box Service to falsely or misleadingly identify themselves or information about themselves (e.g. employer, title, or affiliations).

d. Security Testing

Overburdening the Box Service or attempting to circumvent access limitations or monitoring mechanisms for the Box Service or its related systems and networks is prohibited. Performance and disclosure of security tests, vulnerability scanning, penetration testing, or similar activities conducted without the prior written consent of Box is prohibited.

e. Content Delivery Network

The Box Service may not be used as a content delivery network or media distribution service.

f. Illegal content and acts

To report content on Box that may violate European Union Law, please **click here**. Please note that we remove or restrict access to content in the country/region to which it may be deemed illegal, including when content is found to violate Box's policies or Terms of Service.

Box Data Processing Addendum
(v06262024)

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

Box Entity	**Customer Legal Company Name**
Box, Inc. (and its Affiliates set forth in Annex III of Schedule 1)	_____
Signature:_____	**Signature**:_____
Name: _____	**Name**: _____
Title: _____	**Title**:_____
Date: _____	**Date**:_____

AGREEMENT BEGINS ON FOLLOWING PAGE

Box Data Processing Addendum Incorporating:
GDPR and UK GDPR, Box Processor Binding Corporate Rules, Standard Contractual Clauses
(v06262024)

This Data Processing Addendum ("**DPA**") forms part of the Box Service Agreement or other electronic agreement or mutually executed written agreement between Box and Customer applicable to Customer's use of Box Service (the "**Agreement"**) and reflects the Parties' agreement with regard to the Processing of Customer Personal Data. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Introduction

In the course of providing the Box Service to Customer pursuant to the Agreement, Box may Process Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions and instructions with respect to any Customer Personal Data. By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Legislation, in the name and on behalf of its Data Controller Affiliates, if and to the extent Box Processes Customer Personal Data for which such Data Controller Affiliates qualify as the Controller. For the purposes of this DPA only, and except where otherwise indicated herein, the term "**Customer**" shall include Customer and Data Controller Affiliates. Subject to the terms set forth below, this DPA will be effective and replace any previously applicable data processing and security terms related to Processing as of the DPA Effective Date.

II. Parties to the DPA

If the Customer entity signing this DPA is a party to the Agreement, this DPA will be an addendum to and forms part of the Agreement. If, however, the Customer entity signing this DPA is neither a party to the Agreement or an Order, this DPA is not valid and is not legally binding. The Box entity that is the party to the Agreement and applicable Order is the Box entity to this DPA and is set forth in the signature block below.

III. Definitions

Definitions for capitalized terms used in this DPA shall apply to this DPA only and have the meaning ascribed to such terms in this section, regardless of whether the Agreement is governed by different definitions for the same terms. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

"Adequacy" means where the European Commission, or the relevant regulatory or governmental body in Switzerland or the United Kingdom (as appropriate) has decided that the third country, a territory or one or more specified sectors within that third country, or the international organization in question, ensures an adequate level of protection.

"**Affiliate**" means, unless otherwise defined in the Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Box**" means the Box entity (either Box, Inc., a company incorporated in Delaware or Box.com (UK) Ltd, a company registered in England and Wales, company number 08097316, or K.K. Box Japan, a company registered in Japan) that is the named party to the Customer's Order.

"**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.

"**Controller**" means the entity that determines the purposes and means of Processing of Customer Personal Data.

"**Customer Personal Data**" means Content (as defined in the Agreement) which contains Personal Data.

"**Data Controller Affiliates**" means any of Customer's Affiliates that have not signed their own Order with Box and therefore would not be a "customer" as defined under the Agreement but is an entity which is: (i) subject to Data Protection Legislation; and (ii) permitted to use the Box Service pursuant to the Agreement between Customer and Box.

“**Data Protection Legislation**” means the EU Data Protection Laws, the UK Data Protection Laws and any other privacy and data protection laws and regulations of the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, as applicable to the Processing of Customer Personal Data under this DPA.

“**Data Subject**” means the identified or identifiable person to whom Customer Personal Data relates.

“**DPA Effective Date**” means the date of Customer’s signature date below.

"**EU Adequacy Finding**" means a decision by the European Commission under Article 45 of the GDPR in relation to a country, territory or international organisation or one or more sectors ensures an adequate level of protection for personal data.

"**EU SCCs**" means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as provided in Section XIII(C)(iii). The EU SCCs linked in Section XIII(C)(iii)(a) are referred to herein as “**Schedule 1**” and attached by reference to this DPA.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing of Directive 95/46/EC.

“**Order**” means the separately executed document(s) under which Customer subscribes to the Box Service, products or services pursuant to the Agreement and has been agreed to in writing by the Parties or as agreed to between Customer and an authorized Box reseller.

“**PBCR**” means Processor Binding Corporate Rules.

“**Personal Data**” means data relating to: (i) an identified or identifiable natural person; and (ii) an identified or identifiable legal entity that has standing and protection under applicable Data Protection Legislation.

“**Processor**” means the entity which is Processing Customer Personal Data on behalf of the Controller.

“**Processing**” means any operation or set of operations which is performed upon Customer Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Subprocessor**” or "**Sub-processor**" means a third party service provider engaged by Box to assist Box with data processing activities

“Standard Contractual Clauses” means the EU SCCs and the UK Addendum to the EU SCCs entered into pursuant to this DPA.

"**UK Adequacy Finding**" means any regulations made by the Secretary of State under Section 17A of the Data Protection Act 2018 that a country, territory, international organisation or one or more sectors ensures an adequate level of protection for personal data.

“UK GDPR” means the UK General Data Protection Regulation, as retained in UK law by the European Union (Withdrawal) Act 2018 and renamed by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 and the UK's Data Protection Act 2018.

"**UK SCCs**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as issued by the Information Commissioner’s Office and approved as of 21 March 2022 as provided in Section XIII(C). The UK Addendum linked in Section XIII(C)(iii)(b) is referred to herein as “**Schedule 2**” and attached by reference to this DPA.

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

"**Users**" means, collectively, any Administrator, Managed User or External User.

IV. Processing of Customer Personal Data

A. Roles and Responsibilities. The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data under the Data Protection Legislation and this DPA, Customer is the Controller and Box is the Processor. Each Party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the Processing of Customer Personal Data.

B. Customer's Instructions and Authorization to Process Customer Personal Data. By entering into this DPA, Customer instructs Box, subject to Customer's compliance with Data Protection Legislation, 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, unless required to do so otherwise by law to which Box is subject; in such a case, Box shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Customer is solely responsible for the accuracy and legality of Customer Personal Data provided to Box. Customer and Box acknowledge and agree that Box is not responsible for any obligations for collecting consent or authorization for Customer's instructions, as applicable, to Process Personal Data of data subjects under the age of 18 (collectively, "Children"). Box does not direct Customer to create User Accounts for Children or direct Children to create Box Service Accounts for the Box Service.

C. Scope of Processing. Box will Process Customer Personal Data as necessary to perform the Box Service pursuant to the Agreement and in accordance with this DPA. Box will Process Customer Personal Data for the period of the Agreement or applicable Order, unless otherwise agreed to by the Parties in writing. The types of Customer Personal Data and categories of Data Subjects that may be Processed under this DPA are set forth in Annex I, Section (B) in Schedule 1 to this DPA.

D. **Data Protection Impact Assessment and Prior Consultation Assistance**. Box will provide reasonable assistance to Customer, as required by law and applicable to Box's role as a Processor, for Customer to comply with Customer's obligations to perform a data protection impact assessment. Further, in such situations where Customer's processing of Customer Personal Data results in a high risk to the rights and freedoms of natural persons, Box will provide reasonable assistance to Customer as it seeks prior consultation from a supervisory authority.

E. Updates/Amendments to DPA. Box retains the right to make changes, revise or replace this DPA, including any new version of the Standard Contractual Clauses for the transfer of European Economic Area and/or UK Customer Personal Data as required by applicable Data Protection Legislation, including but not limited to, regulatory and policy changes, standards and/or case law. Box will provide customer with notice of any required changes at least 30 days in advance via an announcement on the Box website and/or notice provided within the Box platform.

V. Data Security

A. Security Controls. Box will implement and maintain appropriate technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access as described in Annex II (Technical and Organizational Measures including Technical and Organisational Measures to ensure the security of the data) as set out in Schedule 1 to this DPA (the "**Technical and Organisational Measures**"). The Technical and Organisational Measures are also applicable to Schedule 2. The Technical and Organisational Measures include measures to encrypt Customer Personal Data; to help ensure ongoing confidentiality, integrity, availability and resilience of Box's systems and services; to help restore timely access to Customer Personal Data following an incident; and for regular testing of effectiveness. To ensure the security of Customer Personal Data, Customer is advised to implement multi-factor authentication on Customer end-user and Admin/co-Admin login and/or other account activity, along with any applicable encryption keys controlled by Customer.

B. Security Compliance of Box Personnel. Box will take appropriate steps to ensure compliance with the Technical and Organisational Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorised to process Customer Personal Data have agreed to an appropriate obligation of confidentiality.

VI. Data Incident Notification

After becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Customer Personal Data transmitted, stored or otherwise Processed by Box or its Sub-processors ("**Data Incident**"), Box will notify Customer without undue delay ("**Data Incident Notification**"). Box will take reasonable steps to: (i) identify the cause of such Data Incident; and (ii) take the steps necessary and reasonable to remediate the cause of such Data Incident to the extent such remediation is within Box's reasonable control. Data Incident 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.

VII. Deletion and Return of Customer Data

The Box Service provides Customer with controls to enable Customer to retrieve, rectify, delete or block Customer Personal Data as described in the Box Service User Guide. For purposes of this provision, Box will provide reasonable assistance to Customer where necessary to assist with such obligations.

VIII. Audit and Reports

A. Reports. Box uses independent external auditors to verify its security measures for various security and compliance control standards and certifications. This audit will at a minimum be conducted: (a) by an external independent third party; (b) at least annually; (c) in accordance with SOC 2 standards or its alternative standards that are substantially equivalent; and (d) will result in an audit report ("**Report**"). In addition, Box has received ISO 27001 certification and will maintain this certification or its substantial equivalent for the term for this DPA. Upon Customer's written request and subject to the confidentiality obligations set forth in the Agreement, Box agrees to make available the Report and its applicable certifications in order to demonstrate that Box's technical and organizational measures are sufficient (according to ISO 27001; SSAE 18 II SOC1 and SOC2) and in order to ensure that Box complies with the technical and organizational measures as required in accordance with the applicable Data Protection Legislation.

B. Audit. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Box will make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Box) information regarding Box's compliance with its obligations set forth in this DPA in the form of the Box's ISO 27001 certification and/or Report.

IX. Subprocessors

A. Consent to Subprocessors. Customer hereby explicitly consents to the use of Subprocessors by Box in order to allow Box to fulfil its contractual obligations under the Agreement and this DPA and to provide certain services on Box's behalf such as support services. For clarification, Subprocessors are third party Subprocessors that may be engaged by Box and Box Affiliates.

B. Subprocessor Commitments. Box undertakes to enter into a written agreement with any applicable Subprocessors in accordance with the requirements set out in the PBCR and such obligations will in no event be less protective than this DPA. Box will restrict the Subprocessor's access to only what is necessary to maintain the Box Service or to provide the Box Service to Customer and any of its Users. Customer hereby consents to Box's use of Subprocessors as described in this Section IX (Subprocessors) and those listed on the Box Subprocessor website list referred to below. Box will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessors.

C. Current Subprocessors. Information regarding current Subprocessors including their location and services 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 in accordance with this Section IX (Subprocessors).

D. Changes to Subprocessors. Box will provide Customer with notice at least 30 days in advance before a new Subprocessor Processes any Customer Personal Data. Such notice may be provided either by sending an email to the Notification Email Address or via the Administrative Console within the Box Service. Customer may object to any new Subprocessor by terminating the applicable Order(s) with respect only to those services which cannot be provided by Box without the use of the objected-to new Subprocessor. Such termination will be made by providing written notice to Box, on the condition that Customer provides such notice within 20 days of being informed of the engagement of the new Subprocessor as described herein. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.

X. Data Subject Rights

A. Access and Rectification. Box will, in a manner consistent with the functionality of the Box Service, enable Customer to access, rectify and restrict processing of Customer Personal Data, including via the deletion functionality provided by the Box Service.

B. Data Subject Requests. If Box receives a request from a Data Subject in relation to Customer Personal Data, to the extent legally permissible, Box will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Box Service. To the extent Customer, in its use of the Box Service, does not have the ability to address a Data Subject request, Box shall upon Customer's request provide commercially reasonable assistance to facilitate such Data Subject request to the extent that Box is legally permitted to do so and provided that such Data Subject request is exercised in accordance with the Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Box's provision of such assistance.

XI. Data Controller Affiliates

A. Relationship and Communication. By signing this DPA, Customer acknowledges and agrees that it is entering into this DPA on behalf of itself and, as applicable in accordance with Section I (Introduction), in the name and on behalf of its Data Controller Affiliates, thereby establishing a DPA between Box and each Data Controller Affiliate, subject to the provisions of the Agreement and this DPA. Each Data Controller Affiliate agrees to be bound by the obligations of this DPA. However, a Data Controller Affiliate is not and does not become a party to the Agreement and is only a party to this DPA. All access and use of the Box Service by Data Controller Affiliate must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Data Controller Affiliate shall be deemed a violation by Customer. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communications with Box under this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Data Controller Affiliate. Customer shall procure that each Data Controller Affiliate complies with the Customer obligations set out and/or referred to in this DPA. Each Data Controller Affiliate authorises and appoints the Customer that is a party to the Agreement as its agent to agree to the content of and any amendments to this DPA, including any Schedule, Annex and/or Appendix to this DPA, as applicable.

B. Rights of Data Controller Affiliates. In the event a Data Controller Affiliate becomes a party to the DPA with Box, it shall do so only to the extent required under applicable Data Protection Legislation. Except as expressly required by Data Protection Legislation for a Data Controller Affiliate to exercise a right or seek a remedy under this DPA from Box by itself directly, the Parties agree that: (i) the Customer that is the contracting party to the Agreement shall have the sole right to exercise any such right or seek any such remedy on behalf of the Data Controller Affiliate and (ii) the Customer that is the contracting party to the Agreement shall, to the extent not prohibited by Data Protection Legislation, exercise any such rights under this DPA in a combined manner for all of its Data Controller Affiliates together.

XII. Limitation of Liability

Each Party's and of its Affiliate's liability taken together in the aggregate, arising out of or related to this DPA whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions of the Agreement. Any reference in such limitation of liability provisions to the liability of a Party means the aggregate liability of that Party and all of its Affiliates (including Data Controller Affiliates) under the Agreement and all DPAs taken together. For the avoidance of doubt, Box and its Affiliates' total liability for all claims from the Customer and all of its Data Controller Affiliates arising or related the Agreement or any DPA shall apply in aggregate for all claims under both the Agreement and all DPAs and shall not be understood to apply individually and severally to Customer or to any Data Controller Affiliate that is a contractual party to any such DPA.

XIII. Data Transfers

A. GDPR. With effect from May 25, 2018, Box will Process Customer Personal Data in accordance with the GDPR requirements applicable to Box's provision of the Box Service.

B. UK GDPR. With effect from December 31, 2020, Box will Process Customer Personal Data in accordance with UK GDPR requirements applicable to Box's provision of the Box Service.

C. Transfer mechanisms for data transfers. Subject to the terms and conditions of the Agreement and Data Protection Legislation, Box makes available the transfer mechanisms listed below. Such transfer mechanisms shall apply to the Box Service in the order of precedence set forth herein with respect to any transfer of Customer Personal Data under this DPA from the European Economic Area (including its member states) or Switzerland to countries that do not have an EU Adequacy Finding and from the United Kingdom to countries which do not have a UK Adequacy Finding (to the extent that such transfers are subject to such Data Protection Legislation):

(i) any of Box's PBCRs approved by a supervisory authority within the European Union ("**Box EU PBCR**") and/or the United Kingdom ("**Box UK PBCR**") (subject to the additional terms of Section XIII(D) (Data Transfers));

(ii) where applicable and if recognized as a valid transfer mechanism under Data Protection Legislation, any future self-certifications by Box to any EU-US, U.K.-US, and/or Swiss-U.S transfer mechanism agreed by the relevant government authorities (e.g., the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework) (each a "**Self-Certification**") or such other transfer mechanism, formally recognized under Data Protection Legislation, as may be established; and

(iii) subject to the additional terms set forth in Section XIII(F) (Data Transfers)) to this DPA, for transfers of Customer Personal Data from:

a. the European Union, the EU SCCs as set forth here (Schedule 1);
b. the UK, the UK SCCs as set forth here (Schedule 2).

D. Additional Terms for PBCRs.

(1) Customers covered by the Box Processor EU BCR. The Box EU PBCR and the additional terms in this Section XIII(D) (Data Transfers) shall apply to the Processing of Customer Personal Data of a Customer established in: (i) European Economic Area Member States whose processing activities for the relevant data are governed by the Data Protection Legislation and/or implementing national legislation; or (ii) non-European Economic Area member states for which Customer has contractually specified that the Data Protection Legislation and implementing national legislation shall apply.

(2) Customers covered by the Box Processor UK BCR. The Box UK PBCR and the additional terms in this Section XIII(D) (GDPR and Data Transfers) shall apply to the Processing of Customer Personal Data of a Customer established in the United Kingdom whose processing activities for the relevant data are governed by the Data Protection Legislation and/or implementing national legislation.

(3) Reference to the Box Processor BCRs. All provisions contained in the Box EU PBCR and Box UK PBCR, the most current version of which is available on Box's website, currently located at https://www.box.com/legal/regionalnotice, are incorporated by reference and are an integral part of this DPA. To the extent of any conflict or inconsistency between this DPA and the Box EU PBCR, the Box EU PBCR shall govern and control. To the extent of any conflict or inconsistency between this DPA and the Box UK PBCR, the Box UK PBCR shall govern and control.

F. Additional Terms applicable to the Standard Contractual Clauses.

(1) Instructions. The Standard Contractual Clauses set forth in or referred to in this DPA and the terms set forth in this Section F shall apply to the legal entity that has executed and/or acknowledged the Standard Contractual Clauses as a data exporter and its Data Controller Affiliates. For the purposes of Standard Contractual Clauses, Customer shall be the data exporter and Box shall be deemed the data importer. This DPA and the Agreement are Customer's instructions to Box for the Processing of Customer Personal Data. Any additional or alternate instructions must be agreed upon separately in writing. For the purposes of Clause 8.1 of Module 2 of the EU SCCs and for the purposes of the UK SCCs, the following is deemed an instruction by the Customer to process Customer Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Box Service and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement and have been agreed to by Box in writing.

(2) Audits and Reports. The parties agree that the audits described in Clauses 8.9(c) and (d) of Module 2 of the EU SCCs and for purposes of the UK SCCs shall be carried out in accordance with Section VIII ("Audits and Reports") of this DPA.

(3) Consent to Use Subprocessors. Pursuant to Clause 9(a) of Module 2 of the EU SCCs and for purposes of the UK SCCs, Customer acknowledges and expressly agrees that Box and its affiliates may engage third-party Sub-processors in connection with the provision of the Box Service in accordance with Section IX(A) of this DPA. Box shall make available to Customer the current list of Subprocessors in accordance with Section IX(C) of this DPA. Pursuant to Clause 9(a) of Module 2 of the EU SCCs and for purposes of the UK SCCs, Customer acknowledges and expressly agrees that Box may engage new Sub-processors as described in Sections IX(C) and IX(D) of this DPA.