BOX SERVICE AGREEMENT

(v06102020US)

This Box Service Agreement is entered into by and between Box, Inc. ("**Box**") and the customer identified in the corresponding Order referencing this Agreement ("**Customer**"). Box and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

This Agreement is effective as of November 5, 2021("**Agreement Effective Date**").

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

Section 1.   Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Managed User(s)" means a person who is permitted to access, store, retrieve or manage Content, and is associated with a Customer Domain.

"Order" means the separate executed document(s) under which Customer subscribes to the Box Service, products or services pursuant to this Agreement and which has been agreed to in writing by the Parties or has been agreed to between Customer and Box Reseller.

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

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

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

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

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

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

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

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

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

Section 2.   Access and Use of the Box Service

2.1   Access Grants.

2.1(a)   Box Service Subscriptions. Subject to the terms and conditions of this Agreement Box shall: (i) make the Box Service available to Customer during the applicable Subscription Period; (ii) allow Administrator(s) to access and use the Administrative Console to create and administer Accounts registered to Customer; and (iii) allow Users to store, retrieve, collaborate and share Content through the Box Service in accordance with the subscription plan and quantities purchased under the applicable Order. Customer's ability to use the Box Service and deploy Accounts is subject to the limits of the applicable Order and product feature matrix ("**Order Limit**"). For the avoidance of doubt, Accounts for (x) Managed Users and (y) External Users which are deployed, created or directly managed by a Customer Administrator each count towards Customer's Order Limit. Box may restrict or limit Customer's ability to deploy additional Accounts above the Order Limit.

2.1(b)   API Access. Subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive right during the applicable Subscription Period to incorporate the API into any application used by or on behalf of Customer for the sole purpose of accessing the Box Service or accessing certain functionality of the Box Service, provided that such access is limited to the amount of API calls purchased by Customer in the applicable Order.

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

2.2   Acceptable Use of the Box Service. Customer's use of the Box Service shall conform with the allocations and amounts and the features and functionality of the Box Service plan subscribed to in the applicable Order (and as set forth in the product feature matrix and fair use policy). Customer agrees that it shall not transfer, rent, resell, charge or otherwise commercialize any use of the Box Service. Customer agrees that it is solely responsible for Users and

Content. Customer agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity; (c) in any manner that may be unlawful or give rise to civil or criminal liability; (d) in any manner that is likely to damage, disable, overburden, or impair the Box Service, or interfere in any way with the use or enjoyment of the Box Service by others; (e) to introduce any Malware or other malicious activity in User Account(s); or (f) in violation of any applicable export law or regulation.

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

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

Section 4.   Content Security; Data Privacy

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

4.2   Content Storage Location. The Box Service is provided from the United States and Content is stored in the United States. Notwithstanding the foregoing, Customer understands that nothing herein prohibits: (a) Users from accessing the Box Service, including Content, outside of the United States (subject to applicable law); and (b) Processing information outside of the United States by Box. Box has certain products and features that enable storage and/or Processing of Content outside of the United States and those products or features shall be subject to separate terms and conditions as may be agreed to between the Parties.

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

Section 5.   Customer Responsibilities

5.1   Establishment of Accounts. Customer will promptly appoint an Administrator for the Administrative Console and such Administrator shall be responsible for: (a) configuring the settings of the Box Service, (b) managing any Customer devices and systems, (c) assigning and managing of User Accounts, (d) reviewing service notifications that Box provides through the Administrative Console, and (e) enforcing and managing User access controls and permissions in accordance with Customer's own policies and applicable law and regulations. Customer will ensure that Managed Users do not share their password with any other person or permit any other person to log on as such Managed User. If an External User directly managed by Customer belongs to a third party which controls that External User's email address, and such third party establishes a direct relationship with Box, then Box may require the transfer of such External User into that third party's Box Service account.

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

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

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

Section 7.   Warranty and Disclaimer

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

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

7.3   Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 7 AND SECTION 9.3 (CONSULTING SERVICES WARRANTY), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; (C) THAT THE BOX SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; AND (D) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

Section 8.   Proprietary Rights

8.1   Content Ownership by Customer. As between Customer and Box, Customer or its licensors own all right, title and interest in and to the Content. Customer hereby grants Box the right to Process Content solely to provide the Box Service to Customer or any User or pursuant to this Agreement.

8.2   Ownership of Box Service by Box. As between Box and Customer, Box or its licensors own and reserve all right, title and interest in and to, including any improvements or derivatives, the Box Service, the Box marks and other items used to provide the Box Service, other than the access rights expressly granted to Customer in Section 2.1 (Access Grant). No title to or ownership of any proprietary rights related to the Box Service is transferred to Customer or any User pursuant to this Agreement. All rights not expressly granted to Customer are reserved by Box. Box reserves the right, in its reasonable discretion and with notice to Customer, to change or require Customer to change its Box Service user ID and any custom or vanity URLs, custom links, or vanity domains Customer may obtain through the Box Service. In the event that Customer makes suggestions regarding any features, functionality or performance that Box adopts for any of its products including the Box Service (expressly excluding Customer Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to Box, and shall become the sole and exclusive property of Box.

Section 9.   Training or Consulting Services

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

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

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

Section 10.   Fees and Payment

10.1   Fees. Customer agrees to pay all fees set forth on all Orders and as otherwise required under this Agreement. Any additional Order(s) for User subscriptions or products will be coterminous with the existing Subscription Period. Unless otherwise specified in an Order, all fees and other amounts are payable in United States Dollars.

10.2   Non-refundable and No Cancellation. Except as specifically set forth in this Agreement, all payment obligations under all Orders are non-cancelable and all payments made are non-refundable.

10.3   Invoicing and Payment Terms. Unless otherwise specified in the applicable Order, Customer will pay all fees within thirty (30) days of the date the applicable invoice is issued by Box. In the event Customer disputes any invoiced fees, Customer will provide written notice of the disputed amount within fifteen (15) days after the date of such invoice and timely pay any undisputed portion of such invoice. The Parties will cooperate in good faith to resolve any disputed invoice or portion thereof within fifteen (15) days of notice of dispute. All amounts payable by Customer under this Agreement will be made without setoff and without any deduction or withholding. Customer will promptly reimburse Box for any cost or expense incurred in connection with any collection efforts undertaken by Box in connection with any past due amount owed under this Agreement. At Box's discretion, past due amounts may accrue a late fee equal to the lesser of 1.5% per month or the maximum amount allowed by applicable law.

10.4   Taxes. All Orders pursuant to this Agreement do not include any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("**VAT**"), excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as "**General Taxes**"). All fees invoiced pursuant to this Agreement are payable in full and without reduction for General Taxes or foreign withholding taxes (collectively defined as "**Taxes**"). Customer is responsible for paying all Taxes associated with fees due pursuant to this Agreement and Orders, excluding income taxes imposed on Box. If Box has a legal obligation to pay or collect Taxes (expressly excluding Box income tax) for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the applicable Order and Customer confirms that Box can rely on the sold-to name and address set forth in the Order(s) as being the place of supply for sales tax purposes. Such Taxes will be invoiced to and paid by Customer. If Customer is legally entitled to an exemption from the payment of any Taxes, Customer will promptly provide Box with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption. Unless otherwise prohibited by law, Box will apply the benefits of any requested tax exemption to charges occurring under Customer's Box Service account after the date Box receives and reasonably processes such tax exemption certificates.

10.5   Non-Payment Suspension. If any invoices are more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute as set forth in Section 10.3 (Invoicing and Payment Terms)), in addition to any other rights or remedies it may have under this Agreement or by applicable law, Box reserves the right to suspend Customer's access to the Box Service upon written notice, without liability to Customer, until such past due amounts are paid in full.

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

Section 11.   Term and Termination

11.1   Term of Agreement. This Agreement will commence on the Agreement Effective Date and will remain in effect for a period of three (3) years ("**Term**"), unless otherwise terminated as provided for in Section 11.3 (Termination for Cause) and Section 11.4 (Termination for Insolvency) below.

11.2   Term of Order and Renewal. Each Order placed under this Agreement will be in effect for a period of one (1) year from the service start date of the Order unless otherwise agreed in the Order. Thereafter, unless the Agreement is terminated or expires as provided herein, the Order(s) will automatically renew for the same period of time as the Subscription Period of the prior Order, unless either Party notifies the other Party in writing of its intent not to renew

the applicable Order(s) at least thirty (30) days' prior to the end of the then-current Subscription Period of such Order(s).

11.3   Termination for Cause. Either Party may terminate this Agreement for cause: upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the expiration of such period.

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

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

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

Section 12.   Indemnification and Insurance

12.1   Indemnification by Box. Box will defend Customer against any third-party claim that the Box Service infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret ("**Claim Against Customer**"), and will indemnify Customer for the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement. Box will have no liability to Customer under this Section 12.1 for any Claim Against Customer that arises out of: (a) any unauthorized use, reproduction, or distribution of the Box Service by Customer; (b) use of the Box Service in combination with any other products, technology, process, software or equipment not supplied by Box nor explicitly supported in the User Guide if such Claim Against Customer would have been avoided without such combination; or (c) any modification or alteration of the Box Service by anyone other than Box or Box's agents without the written approval of Box. In the event of a Claim Against Customer pursuant to this Section 12.1, Box will (at Box's option and expense): (i) obtain for Customer the right to continue using the Box Service; (ii) modify the Box Service to make it non-infringing; or (iii) if subsections (i) and (ii) are not commercially viable (as determined by Box in its sole discretion), terminate this Agreement, in which case Customer will be entitled to a pro-rated refund of any fees pre-paid by Customer for the corresponding unused period of the applicable Subscription Period.

12.2   Indemnification by Customer. Except to the extent prohibited by applicable law or regulation, Customer will defend Box against any third-party claim: (a) that any Content, or Customer's use of the Box Service in breach of this Agreement, infringes a registered patent, registered trademark, or copyright, or misappropriates a trade secret (to the extent that such infringement or misappropriation is not the result of Box's actions); or (b) relating to any Content or to Customer's use of the Box Service in violation of Section 2.2 (Acceptable Use of the Box Service). Customer will, with respect to any claim against Box that is subject to this Section 12.2, indemnify Box for the resulting costs and damages finally awarded against Box to such third party by a court of competent jurisdiction or agreed to in settlement.

12.3   Indemnification Process. As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure; (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned); and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

12.4   Exclusive Remedy. This Section 12 states the Indemnified Party's sole and exclusive remedy against, and the Indemnifying Party's sole liability to, the other Party for any type of claim under this Section 12. Notwithstanding the foregoing, each Party will have the right to terminate this Agreement pursuant to Section 11.3 (Termination for Cause), to the extent the event giving rise to indemnification constitutes a material breach of this Agreement.

12.5   Insurance Requirements. Without in anyway affecting any indemnity obligations provided and in addition thereto, Box shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and in accordance with the requirements set forth in Exhibit C, as attached hereto and incorporated herein.

Section 13.   Limitation of Liability

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

13.2   Disclaimer of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.

Section 14.   Confidentiality

14.1   Definition. Either Party may disclose Confidential Information to the other Party during the Term of this Agreement. "**Confidential Information**" means all information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") which is in tangible form and labeled "confidential" or the like, and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250), as identified by the Disclosing Party. 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.

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. Neither party will 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 the other party. Any attempted assignment or transfer without such consent shall be void and of no effect. Notwithstanding the foregoing, Box may assign this Agreement (or Order) without obtaining Customer's consent: (a) to an affiliate of Box; or (b) in connection with a successor in interest in a merger, reorganization or a sale of all or substantially all of the assets of Box ("Permitted Assignment"). Box will provide written notification to Customer in the event of a Permitted Assignment. Customer may terminate this Agreement if such Permitted Assignment results in the violation of any applicable conflict of interest laws or results in Content being transmitted, processed, or stored outside of the United States.

Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

15.8   Integration; Order of Precedence. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by authorized representatives of both Parties hereto. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer. Notwithstanding the foregoing, in the event of a conflict between terms of this Agreement and an Order, the terms of the Order shall prevail. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

15.10   Applicable Law; Dispute Resolution. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., without reference to its choice of law rules. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

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

15.12   Force Majeure. In the event that a Party is prevented or restricted from performing, is unable to perform, or is delayed in performing any of its obligations under this Agreement due to any cause beyond the reasonable control of such Party (including, without limitation, war, terrorism, fire, earthquake, flood, hurricane, riots, acts of God, epidemics/pandemics, extraordinary governmental action, labor union strikes, internet service provider failures or delays, denial of service attacks, or other similar causes) ("**Force Majeure Event**") the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such Force Majeure Event. A Force Majeure Event does not relieve a Party from its payment obligations under the Agreement. The affected Party agrees to use commercially reasonable efforts to address and mitigate the impact of such Force Majeure Event and continue performance to the extent reasonably possible under the circumstances. For the avoidance of doubt, Customer understands that the Box Service may not be provided in countries listed on the Office of Foreign Assets Control sanction list and that Customer's access to the Box Service may be restricted in such countries and such prohibitions shall not constitute a Force Majeure Event. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of sixty (60) days, Customer may, in its sole discretion, terminate this Agreement without any further obligation.

15.13 Government Users. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Box Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

IN WITNESS WHEREOF, the San Bernardino County and Box, Inc. have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

BOX, INC.

(Print or type name of corporation, company, contractor, etc.)

▶ _____

Curt Hagman, Chairman, Board of Supervisors

By ▶ _Ali Ghotbi_

43A5409691364ED...

(Authorized signature - sign in blue ink)

Dated: _____

Name   Ali Ghotbi

SIGNED AND CERTIFIED THAT A COPY OF THIS

(Print or type name of person signing contract)

DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title   SVP, Sales

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

(Print or Type)

By _____

Dated: September 10, 2021

Deputy

Address   900 Jefferson Ave

Redwood City, CA 94063

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶	▶	▶
County Counsel		
Date	Date	Date

APPROVED BY:
Dean Whiteside
8/26/21 5:55 PM

EXHIBIT A

Support Services and Service Level Commitments

Section 1.   **Definitions.**

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

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

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

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

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

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

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

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

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

 "Premier Services" or **"Platinum Services"** (together, **"Enhanced Support Services"**) which are purchased by the Customer and identified under the applicable Order.

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

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

Section 2.   **Support Services**.

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

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

- (i)   Third-party hardware or software;
- (ii)   Use of the Box Service in violation of the terms of the Agreement;
- (iii)   Use of the Box Service other than in accordance with any User Guide or the express instructions of Box; or
- (iv)   A Force Majeure Event as defined in the Agreement.

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

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

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

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

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

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

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

Support Response Hours: 24 hours/day, 365 days/year
Support Language: English or local language (based on availability)
Support Access Method: Web/Phone/Email
Support Response Method: Web/Phone/Email
Number of Support Requests: Unlimited
Response Times:

       Level 1 – Urgent: Within 1 hour
       Level 2 – High: Within 2 hours
       Level 3 – Normal: Within 2 hours
       Level 4 – Low: Greater than 2 hours

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

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

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

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

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

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

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

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

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

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

Section 3.   Service Level Commitments

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

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

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

EXHIBIT B

Box Security Exhibit

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

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

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

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

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

  (i) organization of information security

  (ii) asset management

  (iii) human resources security

  (iv) physical and environment security

  (v) communications and operations management

  (vi) access control

  (vii) information systems acquisition

  (viii) development and maintenance

  (xi) information security incident management

(xii) business continuity management

Section 6.   **Information Security Operations.**

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

6.1(a)   Box Service Access Controls.

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

(a)   Access authorizations for Box Personnel and third parties;

(b)   Keycards and passes;

(c)   Restrictions on keys;

(d)   Appropriate requirements for third parties;

(e)   Identifying of the persons having authorized access;

(f)   Protection and restriction of entrances and exits;

(g)   Establishing security areas especially for deliveries and handover;

(h)   Securing the building (security alarm system, supervision by guards).

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

(a)   Access authorization requirements;

(b)   Identification of workstation and / or the users accessing Box systems;

(c)   Automatic disablement of user IDs after multiple erroneous passwords entered;

(d)   Logging of events and activities (including monitoring of break-in attempts);

(e)   Issuing and safeguarding of identification codes;

(f)   Dedicated workstations for users;

(g)   Authenticating authorized persons;

(h)   Use of encryption where deemed appropriate by Box;

(i)   Separating production and non-prod environments;

(j)   Automatic session log-off of users that have been inactive for a period in excess of thirty (30) minutes;

(k)   Designating areas in which data media may / must be located;

(l)   Designating persons in such areas for authorized handling and removal of data media;

(m) Controlling the removal of data media;

(n)   Securing the areas in which data media is located;

(o)   Controlled and documented destruction of data media.

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

    (a)   Securing workstations;

    (b)   Requirements for user authorization driven by need basis;

    (c)   Appropriate confidentiality obligations;

    (d)   Differentiated access policies based on function and scope (e.g. partial blocking);

    (e)   Controlling destruction of data media;

    (f)   Deleting remaining data before changing data media;

    (g)   Policies controlling the production of backup copies.

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

    (a)   Authenticating authorized persons;

    (b)   Securing confidential data media;

    (c)   Documentation of transfer, retrieval and transmission;

    (d)   Encrypting external online transmission.

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

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

    (a)   Maintaining Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for development, testing and release;

    (b)   Implementing an emergency/backup contingency plan;

    (c)   Implementing a formal Business Continuity and Disaster recovery plan.

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

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

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

6.4   **Data Management.** In accordance with its ISMS, Box has information security infrastructure controls in place for Content obtained, transported, and retained by Box for the provision of the Box Service. Box will, in accordance

with its security policies and processes, destroy, delete, or otherwise make irrecoverable Content: (a) following the termination or expiration of the Agreement; and (b) upon the disposal or repurposing of storage media containing Content.

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

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

> (i) Account logon (both successful and unsuccessful) and logoff;
>
> (ii) Failed access attempts;
>
> (iii) Account lockouts;
>
> (iv) Elevation of privileges (both successful and unsuccessful), and every use of elevated privileges or actions taken while privilege is elevated;
>
> (v) Creation, modification and deletion (both successful and unsuccessful) of:
>
>> (a) Accounts or logon identifiers;
>>
>> (b) Group memberships;
>>
>> (c) Access privileges/attributes for accounts and groups;
>>
>> (d) User rights and permissions.
>
> (vi) Changes in account or logon identifier status (both successful and unsuccessful);
>
> (vii) Modifications to, or unauthorized attempts to modify, the security configuration, security function or authorization policy.

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

> (i) User, system or process identifier that triggered the event;
>
> (ii) Description of the event;
>
> (iii) Date and time the event occurred (the date and time must be periodically synchronized to ensure it is accurate);
>
> (iv) Identifier of the system generating the event (e.g. IP address);
>
> (v) Authorization information associated with the event.

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

6.6   Physical and Environmental Security. Box shall:

> (a) Implement physical access control mechanisms (e.g. electronic access control, locks) to ensure only authorized persons can obtain physical access to facilities from which the Box Service is provided;
>
> (b) Lock and/or have strong access controls in place to control access to all of its data centers, equipment rooms, telecommunication closets and utilities;
>
> (c) Conduct at least annual inspections of the perimeter and all access control mechanisms to provide assurance that its hardware cannot be easily manipulated or bypassed to gain unauthorized access;
>
> (d) Establish protocols to protect against damage from fire, flood, earthquake, explosion, civil unrest and other forms of natural or man-made disaster at Box facilities and data centers;

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

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

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

6.7   **Equipment Security.** Box shall:

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

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

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

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

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

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

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

Section 7.   **Security Breach Management.**

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

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

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

Section 9.　　**Subprocessors.** Box requires that, prior to engaging in any Processing, a Subprocessor must enter into a written Agreement with Box agreeing to meet Box's security and privacy standards. Subprocessors authorized to perform services on behalf of Box shall commit to an appropriate obligation of confidentiality, in no event 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 Content, including Customer Personal Data, can be found on the Box Subprocessor website found here: https://www.box.com/legal/subprocessors. This Subprocessor list may be updated from time to time by Box. Customer and its Users may subscribe to updates to this list on the Subprocessor website.

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

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

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

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

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

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

Box agrees to provide insurance set forth in accordance with the requirements herein. If Box uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Box agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Box shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

    a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Box and all risks to such persons under this Agreement. If Box has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

    b. Commercial/General Liability Insurance – Box shall carry General Liability Insurance covering all operations performed by or on behalf of Box providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
        i. Premises operations and mobile equipment.
        ii. Products and completed operations.
        iii. Broad form property damage (including completed operations).
        iv. Personal injury.
        v. Contractual liability.
        vi. $2,000,000 general aggregate limit.

    c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If Box is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If Box owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

    d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

    e. Technology Errors & Omissions and Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information,

or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after Agreement completion.

2. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.

3. Proof of Coverage. Box shall furnish upon request Certificates of Insurance to Customer Department administering the Agreement evidencing the insurance coverage required under this Agreement , and Box shall maintain such insurance from the time Box commences performance of services hereunder until the completion of such services.

4. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".