



## Service Description

### Box Third Party Cloud Offerings

Upon acceptance of Client's order, this Service Description applies to this non-IBM cloud offering. The applicable quotation and other order documents provide details about Client's order. This Service Description and the associated order documents are Transaction Documents.

#### 1. Non-IBM Service

IBM makes the non-IBM cloud offering(s) available to Client under the terms of the applicable third-party provider agreement, which will apply for Client's use of the non-IBM cloud offering unless Client and the third party have a signed agreement covering the offering, in which case that agreement will apply. IBM is not a party to any such third-party agreement and is not responsible for the delivery or use of the offering. The applicable third-party terms are located at:

Client Location	Applicable third party provider agreement
Within United States	<a href="https://legal.box.com/v/BSAv05242018US">https://legal.box.com/v/BSAv05242018US</a>
Rest of World	<a href="https://legal.box.com/v/BSAv05242018ROW">https://legal.box.com/v/BSAv05242018ROW</a>
Japan	<a href="https://legal.box.com/v/BSAv05242018JPN">https://legal.box.com/v/BSAv05242018JPN</a>

#### 1.1 Packages

When Client orders the Box Service cloud offering provided by Box, Inc. (Box), a third party provider, the terms of the applicable third party provider agreement will apply for use of the Box Service cloud offering, unless Client and Box have entered into a signed agreement covering such services, in which case, the signed agreement will govern Client's use of the Box Service cloud offering. IBM is not a party to any such third-party provider agreement, addendum, or amendment or is not responsible for the delivery or use of such third-party cloud offering. Client must bring any issue related to the provision of the Box Service cloud offering to Box, Inc.

#### 1.2 Add-ons

##### Other Box Cloud Offerings

When Client orders additional Box cloud offerings provided by Box, and unless Client has a signed a corresponding agreement with Box or a Box affiliate, the terms of the corresponding third-party addendum in the following table will apply in addition to the third-party provider agreement:

Box Cloud Offerings	Applicable third party addendum
Box KeySafe KMS	<a href="https://cloud.box.com/s/jmcy1yl3v0y07skkzdixwn09vx7wzwmf">https://cloud.box.com/s/jmcy1yl3v0y07skkzdixwn09vx7wzwmf</a>
Box KeySafe HSM	<a href="https://cloud.box.com/s/s41ke9aiu9tsk5e1v911tbcxq4bgvlxy">https://cloud.box.com/s/s41ke9aiu9tsk5e1v911tbcxq4bgvlxy</a>
Box Platform	<a href="https://cloud.box.com/s/393uxdwzd12mscr3lokkdf9x4em4x6k">https://cloud.box.com/s/393uxdwzd12mscr3lokkdf9x4em4x6k</a>
Box Zones	<a href="https://cloud.box.com/s/rlm7mie5l9z61t2vghziabmvmyhuntj">https://cloud.box.com/s/rlm7mie5l9z61t2vghziabmvmyhuntj</a>
Box Relay	<a href="https://cloud.app.box.com/s/m0jg6w9qpqbvfuxhpl4hdwi9b42jq1ib">https://cloud.app.box.com/s/m0jg6w9qpqbvfuxhpl4hdwi9b42jq1ib</a>
Box MZ	<a href="https://cloud.app.box.com/s/vriccs78bm25r36afpt7sv8onvdpfcpq">https://cloud.app.box.com/s/vriccs78bm25r36afpt7sv8onvdpfcpq</a>

##### Box Consulting Services

When Client orders the Box Consulting Services provided by Box, Inc., the deliverables of the corresponding Box Consulting Datasheet will apply in addition to the applicable third-party provider agreement. The applicable Box Consulting Datasheets are available in the following table:

Consulting type	Applicable Box Consulting Datasheet
Box Quick Start Implementation Services	<a href="https://cloud.app.box.com/v/QuickStartdatasheet">https://cloud.app.box.com/v/QuickStartdatasheet</a>
Box Smart Start Implementation Services	<a href="https://cloud.app.box.com/v/SmartStartDatasheet">https://cloud.app.box.com/v/SmartStartDatasheet</a>
Box Consulting Hours	<a href="https://cloud.app.box.com/v/BCHGlobalFAQ">https://cloud.app.box.com/v/BCHGlobalFAQ</a>

## 2. Data Processing and Protection Data Sheets

The third-party provider agreement will provide information about data processing and the third party will provide data sheets as required and applicable.

## 3. Service Levels and Technical Support

### 3.1 Service Level Agreement

Service Level Agreements, performance details and commitments are provided by the third party directly to Client under the terms of the third-party provider agreement.

### 3.2 Technical Support

Client administrators with an active subscription are eligible to contact IBM for assistance with issues they have been unable to resolve. Additional information about Technical Support, including contact information, is available at: <https://www.ibm.com/support/home/pages/support-guide/>.

## 4. Charges

IBM will submit Client's order details to the third-party provider for the enablement and delivery of the non-IBM cloud offering. The third party establishes the applicable charges and metrics for the non-IBM cloud offering.

## 5. Additional Terms

The following terms modify the Agreement as it applies to Client's acquisition of the third-party Box Service cloud offering.

### 5.1 Service Performance and Commitments

IBM will submit Client's order details to the Box for the enablement and delivery of the third-party Box Service cloud offering. Performance, details and commitments are provided by the third party directly to Client under the terms of the third-party provider agreement.

Client is responsible for Client's and any of Client's users use of the third-party Box Service cloud offering and such offerings may not be acquired for any unauthorized, unlawful, or inappropriate purposes.

### 5.2 Confidentiality and Data Protection

Information Client provided to IBM may be shared with Box or Client may be redirected to Box's website for the purposes of fulfilling an order and any ongoing support. The third-party provider agreement will specify any security or other obligations regarding data protection, security and handling of Client's content as well as any of Client's additional responsibilities regarding such third-party Box Service cloud offering.

### 5.3 Payment and Taxes

IBM will invoice, and Client agrees to pay IBM for all applicable charges, any charges for use in excess of entitlements, any custom, duty, tax (including withholding tax), levy or fee imposed by any authority resulting from Client's purchase or use of the third-party Box Service cloud offering, and any late payment fee. Box establishes the applicable charges for their Box Service cloud offering, and such charges are subject to change. Amounts are due upon receipt of the invoice and payable electronically within 30 days of the invoice date.

#### **5.4 Term, Termination, Suspension**

If Box notifies IBM that it has withdrawn or terminated its Box Service cloud offering, the third party or IBM will notify Client and terminate the entitlements for such Box Service cloud offering and collect any final payments due through the effective date of termination. In case where payment is made up-front, Client will be entitled to a refund of any unused, prepaid fees, prorated from the effective date of termination. IBM may terminate or suspend Client's access to the third-party Box Service cloud offering if Client breaches its obligations to IBM or if the third-party Box Service cloud offering or Client's use of such Box Service cloud offering violates law.

#### **5.5 Warranties and Disclaimers**

IBM makes no warranties or conditions, express or implied, regarding the third-party Box Service cloud offering. Warranties from Box, if any, are as set forth in the third-party provider agreement.

IBM does not provide technical support for the Box Service cloud offering. Box will define the support obligations and processes available for the Box Service cloud offering. Box, Inc. will be responsible for any service level agreement credits or rebates they may make available. IBM will process any such service level agreement credits or rebates. Any disputes regarding service level commitment credit claims are handled directly by Box.

#### **5.6 Term and Renewal Options**

The term of the Third-Party Offerings begins on the date the Client has access to the Third-Party Offerings. The Proof of Entitlement (PoE), provided as separate Transaction Document, will specify whether the Third-Party Offerings renews automatically, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 30 days prior to the term expiration date, the Third-Party Offerings will automatically renew for the term specified in the PoE.

### **6. Overriding Terms**

Except for the provisions regarding (i) the use of TDs for orders, (ii) non-IBM services, and (iii) Charges, Taxes and Payments, the IBM base Cloud Services terms do not apply to this non-IBM cloud offering.