

Service Description

Box Third Party Cloud Offerings

This Service Description applies to the Non-IBM Service(s) identified in Client's order documents, which provide pricing and additional details about Client's order.

1. Non-IBM Service

Non-IBM Services are offerings made available via a network supported and hosted by a third party. IBM makes the Non-IBM Service(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 Service unless Client and the third party have a signed agreement covering the Non-IBM Service, in which case that agreement will apply. IBM is not a party to any such third-party agreement, addendum, or amendment and is not responsible for the delivery or use of the Non-IBM Service. Box, Inc. (Box) is the third-party provider whose offering terms are located at: <https://www.box.com/partners/customer-license-terms>.

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

Box defines its support obligations and processes available for the Non-IBM Service at: <https://community.box.com/t5/Contact-Support/ct-p/BoxSupport>. Client may also contact Box customer support directly at: support@box.zendesk.com.

4. Charges

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

5. Additional Terms

5.1 Information from Client

Information Client provides to IBM may be shared with Box or Client may be directed to Box's website for the purpose of fulfilling an order and any ongoing support.

5.2 Term, Termination, Suspension

If Box notifies IBM that it has withdrawn or terminated its Box Service cloud offering, Box or IBM will notify Client and terminate the entitlements for such Box Service cloud offering and collect any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.

5.3 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.

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 Service.