



Box Third Party Cloud Offerings

The Terms of Use (ToU) is governed by the IBM International Passport Advantage Agreement or the IBM International Passport Advantage Express Agreement, as applicable ("Agreement") and together with the ToU make the complete agreement. By ordering, accessing or using the Box Service, Customer agrees to the ToU.

1. Third Party Offerings

When Client orders the Box Service cloud offering provided by Box, Inc., a third party provider, the terms of the applicable third party provider agreement will apply for use of the third party Box Service cloud offering. Based on the location of the Client, the applicable agreements are available in the following table:

Customer Location	Applicable third party provider agreement
Within United States	https://www.box.com/docs/BSA_v02012015US/
Within Japan	In English: https://www.box.com/docs/BSA_v02012015JP/
	In Japanese: https://www.box.com/docs/BSA_v02012015JP_JP/
Rest of World	https://www.box.com/docs/BSA_v02012015ROW/

IBM is not a party to any such third party provider agreement or 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. The following terms modify the Agreement as it applies to Client's acquisition of the third party Box Service cloud offering.

1.1 Service Performance and Commitments

IBM will submit Client's order details to the third party provider 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.

1.2 Confidentiality and Data Protection

Information Client provides to IBM may be shared with a third party provider or Client may be redirected to the third party provider 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 the third party Box Service cloud offering.

1.3 Charges, Payment & 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. The third party provider establishes the applicable charges for the 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.

1.4 Term, Termination, Suspension

If the third party provider 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. 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.

Client's access to the Box Service cloud offering will terminate at the end of the Subscription Period.

1.5 Warranties and Disclaimers

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

IBM does not provide technical support for the Box Service cloud offering. The third party provider will define the support obligations and processes available for the Box Service cloud offering. The third party provider 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 the third party provider.