ENTERPRISE CUSTOMER AGREEMENT

This agreement ("**Agreement**") is entered into and made effective as of January 1, 2013 (the "**Effective Date**") by and between the University Corporation for Advanced Internet Development d/b/a Internet2 ("**Internet2**"), a not-for-profit corporation, and The University of Wisconsin, Madison ("**Enterprise Customer**") (Internet2 and Enterprise Customer are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Internet2 has entered into an agreement with Box, Inc. ("**Box**") that provides Internet2 with the right to contract directly with Qualified Persons (as defined below) (each, a "**Customer Agreement**") to enable Box to deliver to such Qualified Persons a customized offering of Box's cloud content management solution for enterprises billed through Internet2 (such agreement between Internet2 and Box is hereinafter referred to as the "**I2 Box Agreement**"); and

WHEREAS, the I2 Box Agreement provides that as long as Customer Agreements entered into by Internet2 are not, with respect to non-financial terms, materially different than the form of Customer Agreement agreed upon by Internet2 and Box, Box will (i) comply with all obligations that are to be performed by, or otherwise imposed upon, Box in each Customer Agreement; (ii) be responsible for honoring, and ensuring the accuracy of, all representations, covenants and warranties attributable to Box in each Customer Agreement; and (iii) be bound by any limitations imposed on Box, and any protections provided on behalf of Box to enterprise customers, in each Customer Agreement; and

WHEREAS, the Parties mutually desire to enter into this Agreement to enable Box to deliver to Enterprise Customer a customized offering of Box's cloud content management solution for Qualified Persons billed through Internet2, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1.   Certain Definitions

1.1   *"Account(s)"* means all data storage account(s) located in or outside the United States created by or on behalf of Enterprise Customer (including accounts created by or for its Enterprise Customer Administrators and Managed Users) using the Management Console.

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1.2 *"Affiliate"* means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

1.3 *"API"* means the HTTP call and/or other interfaces or protocols, if any, that are provided to Enterprise Customer for the purposes of developing solutions and applications that can operate with the Box Service. As of the Effective Date, Box is not contemplating the API using any interfaces or protocols other than the HTTP call.

1.4 *"Applicable Health Care Persons"* means all of the staff, faculty and students of all of Enterprise Customer's affiliated dental schools (if any), medical schools (if any), medical colleges (if any), medical facilities (if any) and physicians/medical practice groups (if any).

1.5 *"Applicable Law"* means, with respect to any Person, matter and/or thing, any Federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Authority applicable to such Person, matter and/or thing.

1.6 *"Associated Entity"* means any non-profit entity associated with Enterprise Customer.

1.7 *"Authority"* means any governmental, quasi-governmental, regulatory or administrative body, agency or authority, any court or tribunal of judicial authority, any arbitrator or any public, private or industry regulatory authority, whether national, Federal, state or local.

1.8 *"Box Service"* means: (i) Box's hosted proprietary storage service for providing online file storage and internet file sharing among users; and (ii) the Management Console, in each case, including, all updates, new versions and new releases thereof. The Box Service, as of the Effective Date, includes the features and functionality described on Exhibit A annexed hereto and made a part hereof.

1.9 *"Box Software"* means the software applications set forth on Exhibit 1.9 (annexed hereto and made a part hereof), which Box may add to from time to time in its sole discretion following written notice to Internet2 of an addition, and any and all updates, new versions and new releases thereof.

1.10 *"Confidential Information"* shall have the meaning given in Section 7.2 below.

1.11 *"Contractors/Agents"* means, collectively, independent contractors, subcontractors and other non-employees performing or acting on behalf of Box or at Box's request.

1.12 *"Contract Year"* shall have the meaning given in Section 9.2 below.

1.13 *"Deliverables"* means the Box Service (including the Management Console), Box Software, API and Documentation. The Deliverables also include all Other Services, if any, that Enterprise Customer orders and receives pursuant to this Agreement unless other terms are

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agreed upon in connection with the Other Services that expressly override the terms of this Agreement with regard to such Other Services.

1.14 *"Documentation"* means any written or electronic documentation that is furnished or made available by Box to Enterprise Customer.

1.15 *"Effective Date"* shall have the meaning first set forth above.

1.16 *"Enterprise Customer Administrator(s)"* means an individual person or persons assigned by Enterprise Customer as a primary manager for the Management Console with the authority to create and manage Accounts within the Box Service that are associated with Enterprise Customer.

1.17 *"Enterprise Customer Data"* means all data, including, without limitation, Personal Data and all binary text, sound, image, video or other files that are uploaded to and/or stored on the Box Service by, or on behalf of, Enterprise Customer or any End User through Enterprise Customer's or any End User's use of the Box Service and/or created by Enterprise Customer or any End User through use of the Box Service.

1.18 *"End User(s)"* means collectively, with respect to Enterprise Customer, any person who is permitted to access, store, retrieve or manage content in one or more Accounts, including any Enterprise Customer Administrator, Managed User or External User.

1.19 *"External User"* means an individual who is not a Managed User and who is invited to collaborate with a person who is a Managed User.

1.20 *"Fee(s)"* means the fees payable by Enterprise Customer to Internet2 under this Agreement.

1.21 *"FERPA"* means the Family Educational Rights and Privacy Act, 20 USC 1232g, and its implementing regulations.

1.22 *"HIPAA"* means the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103.

1.23 *"Managed User(s)"* means an individual who is either (a) designated by an Enterprise Customer Administrator to either use the Management Console or act as the holder of an Account, or (b) invited to collaborate with an individual (referenced in (a)) and is in the same domain with such individual.

1.24 *"Managed Users Cap"* shall have the meaning given in Section 3.5 below.

1.25   *"Management Console"* means Box's proprietary feature within the Box Service that provides the function for management of Accounts within the Box Service, including, without limitation, all updates, new versions and new releases thereof.

1.26   *"Open Source License"* means a license for an item of software or other item that requires or that conditions any rights granted in such license upon: (i) the disclosure, distribution or licensing of any software (other than such item of software or material in its unmodified form); (ii) a requirement that another Person be permitted to access, modify, make derivative works of, or reverse-engineer any such software or other material; (iii) a requirement that such software or other item be redistributable by another Person; or (iv) the grant of any patent or other rights including non-assertion or patent license obligations by the licensee of such license or by any other Person.

1.27   *"Other Services"* means the additional services from Box that Enterprise Customer is eligible to order through Internet2 under this Agreement as determined by Internet2.

1.28   *"Person"* means an individual, partnership, corporation, limited liability company, university, trust, decedent's estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

1.29   *"Personal Data"* includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined under FERPA; driver's license number; other state- or federal-identification numbers such as passport, visa or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual's financial account; and such other data and information as may be specified by Applicable Law as "personal data" or the equivalent thereof.

1.30   *"Proprietary Right"* means any patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

1.31   *"Qualified Person"* means a university, or any Person located in the United States that has a ".edu" domain.

1.32   *"Service Level Commitment"* means the service level commitments set forth in Exhibit B annexed hereto and made a part hereof.

1.33   *"Site"* means the website owned or operated by Box located at www.box.com.

1.34   *"Term"* has the meaning set given in Section 9.2 below.

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1.35 *"Terms of Service"* means the Terms of Service attached hereto, and as such may be updated from time to time upon the agreement of Box and Internet2. A current copy of the Terms of Service is annexed to this Agreement as <u>Exhibit D</u>.

2. Access to and use of the Deliverables

2.1 Access to and Use of the Deliverables.

(a) Upon the execution of this Agreement, Enterprise Customer shall have a limited, nonexclusive, nontransferable, worldwide, right for the duration of the Term, to: (i) access and use, and permit and enable End Users to access and use, the Box Service; (ii) utilize and appoint Enterprise Customer Administrators to access and use the Management Console to manage End Users' access to the Box Service; (iii) appoint Enterprise Customer Administrators to manage access to and use of the Box Service; (iv) permit and enable End Users to access and use the Documentation provided in connection with the use of the Deliverables; (v) make a sufficient number of copies, as determined by Enterprise Customer, of the API, the Box Software and any Documentation (Box shall provide Enterprise Customer with all Documentation reasonably necessary for appropriate and full use of the Box Service and Box Software); (vi) incorporate the API into Enterprise Customer Applications as set forth in Section 2.3; (vii) distribute and use such copies (referenced in (v) above); and (viii) permit and enable End Users to access and use the Box Software (the rights set forth in Sections 2.1(v), (vi), (vii) and (viii) collectively, the "**License**"). The foregoing rights are subject to Enterprise Customer's continuing compliance with the terms and conditions of this Agreement. The current general specifications for the Box Service and associated Accounts are contained in <u>Exhibit A</u> attached hereto.

(b) During each Contract Year, Enterprise Customer will only permit the then current staff, faculty and students of Enterprise Customer or of any Associated Entity and, if a Contract Year is not a Healthcare Exclusion Year, Applicable Healthcare Persons, to be a Managed User under this Agreement.

2.2 Applicability of Terms of Service. Access and use of the Box Service and Box Software by an End User is contingent upon such End User complying with the Terms of Service. Nothing contained in this Agreement shall be deemed to place any restrictions on what content can be posted by End Users to Accounts, except as set forth in the Terms of Service. Notwithstanding anything to the contrary contained herein or in the Terms of Service, in the event of any conflict between the terms and conditions of the Terms of Service and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall be deemed to control. If the Terms of Service contain any terms or conditions that pertain in any way to (a) data privacy, data security, data integrity, data retention and data transfer; (b) representations or warranties of Internet2, Enterprise Customer or Box; or (c) indemnity obligations of Internet2, Enterprise Customer or Box, and this Agreement is silent on the matters addressed by any such terms and conditions contained in the Terms of Service, such terms and conditions contained in

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the Terms of Service shall be deemed to conflict with the terms and conditions of this Agreement unless, with respect to any terms or conditions in the Terms of Service of the type described in (a) and (b) above, they in no manner whatsoever (i) adversely affect Internet2's or Enterprise Customer's rights or obligations or the rights of any End User, or (ii) limit the obligations of Box to Enterprise Customer. Without limiting the foregoing, but notwithstanding anything in this Agreement or the Terms of Service to the contrary, Box agrees that the Terms of Service shall only apply to End Users and shall not apply to Internet2 or Enterprise Customer as institutions or entities. In addition, notwithstanding anything to the contrary contained in this Agreement or in the Terms of Service, in the event of any conflict between the terms and conditions of Box's privacy policy that is otherwise applicable to users of the Box Service and the Box Software (the "Privacy Policy") and the terms and conditions of this Agreement, including, without limitation, terms and conditions concerning data privacy, data security, data sharing, data integrity, data retention and data transfer, including concerning in any manner any data that is Enterprise Customer Data, the terms and conditions of this Agreement will be deemed to control.

2.3 **Enterprise Customer Applications.** Notwithstanding anything to the contrary contained in this Agreement, for so long as this Agreement remains in effect, Enterprise Customer will have the right to develop stand alone applications that connect to the Box Service via the API ("**Enterprise Customer Applications**"), and in connection therewith (a) Box will provide technical support with respect to the API to enable the development and use of Enterprise Customer Applications; and (b) Box will provide the format of the HTTP call and other interfaces or protocols provided under this Agreement, if any, for the API to the extent necessary for Enterprise Customer to develop Enterprise Customer Applications. Enterprise Customer will have the right, for so long as this Agreement remains in effect, to use Enterprise Customer Applications and to distribute Enterprise Customer Applications to End Users for use by End Users and to Qualified Persons to whom Box has made the API available, for use by such Qualified Persons and their respective end users. As between Enterprise Customer and Box, Enterprise Customer will own all right, title and interest, including all Proprietary Rights, in and to all Enterprise Customer Applications (but such title and interest does not give Enterprise Customer any title to, or interest in, the API itself, except with respect to a license to use the API as otherwise set forth herein). Enterprise Customer will not use any software or other items that are subject to an Open Source License in a manner that subjects the Box Software to the terms of any Open Source License or otherwise obligates Box or any other third-party using the Box Software (i.e., a Person other than Enterprise Customer or the specific End User using such software or other item) to: grant any rights to any Person, disclose any information stored within the Box Service, or disclose or license any software relating to the Box Software.

2.4 **Electronic Delivery.** Box shall deliver the Box Software electronically to Enterprise Customer within five (5) business days after the first day of the Term, together with a copy of the necessary passwords and protocols necessary to access the Box Service.

3. Packages and Storage

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3.1   Service Packages.

(a)   The various service packages (each, a "**Service Package**") available to Qualified Persons are set forth on Exhibit C attached hereto and made a part hereof. Enterprise Customer's initial Service Package shall be Tier 4 (as defined in Exhibit C) for the initial one (1) Contract Year(s). For each Contract Year, the minimum Service Package Tier that Enterprise Customer will order will be based on Enterprise Customer's total number of staff, faculty and students as set forth in Enterprise Customer's then most recent annual report, inclusive of all Applicable Healthcare Persons (collectively, "**Actual Campus Size**"), except that for any Contract Years that are Healthcare Exclusion Years (as defined in Section 3.1(c)), the minimum Service Package Tier that Enterprise Customer will order will be based on the difference between the then Actual Campus Size and the then number of Applicable Healthcare Persons. On an annual basis, and no later than sixty (60) days prior to the commencement of the next applicable Contract Year, irrespective of whether Enterprise Customer is pre-paying for one, two or three Contract Years, Enterprise Customer will provide Internet2 with an updated count of Enterprise Customer's Actual Campus Size so that the corresponding Service Package Tier will be provided to Enterprise Customer based on such Actual Campus Size (or based on the Actual Campus Size less the number of Applicable Healthcare Persons if such Contract Year is a Healthcare Exclusion Year) unless the Enterprise Customer elects in writing to obtain a higher Service Package Tier. If Enterprise Customer is pre-paying for more than one Contract Year and during the portion of the term covered by such prepayment, its Service Package Tier is increased for a Contract Year occurring after the initial Contract Year, Enterprise Customer shall be responsible for paying to Internet2 the difference between (i) the higher dollar amount applicable to such subsequent Contract Year(s) at the then current price in effect for Enterprise Customer's increased Tier of Service Package but with the percentage of discount warranted by the pre-payment still applicable; and (ii) the portion of the Fees allocated (on a pro-rata basis) to such subsequent Contract Year that was pre-paid by Enterprise Customer on or around the Effective Date.

(b)   Enterprise Customer shall notify Internet2 on or before the Effective Date of this Agreement as to whether the initial Contract Year(s) shall be Healthcare Exclusion Year(s). Thereafter, if Enterprise Customer does not notify Internet2 at least sixty (60) days prior to the end of an applicable Contract Year with respect to whether Enterprise Customer wishes the upcoming Contract Year to be a Healthcare Exclusion Year, the subsequent Contract Year shall be treated in the same manner as the then current Contract Year with respect to whether it is a Healthcare Exclusion Year.

(c)   A "**Healthcare Exclusion Year**" refers to any Contract Year in which Enterprise Customer elects to have all Applicable Healthcare Persons excluded for the purpose of determining the minimum Service Package Tier that Enterprise Customer must order for such Contract Year. Enterprise Customer will within a reasonable period of time after the

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commencement of the first Healthcare Exclusion Year, if any (and again to the extent necessary for any subsequent Healthcare Exclusion Years), adopt and publish a written policy excluding all Applicable Healthcare Persons from accessing or using the Box Service. Notwithstanding the foregoing, (i) if, during a Healthcare Exclusion Year, an insignificant number of Applicable Healthcare Persons nonetheless access or use the Box Service using an email address that is within a domain that is owned, hosted or sponsored by Enterprise Customer the same will not be deemed to be in breach of this Agreement; or (ii) if, during a Healthcare Exclusion Year, more than an insignificant number of Applicable Healthcare Persons access or use the Box Service with an email address that is within a domain that is owned, hosted or sponsored by Enterprise Customer, Enterprise Customer will nevertheless not be deemed to be in breach of this Agreement but will be responsible for promptly notifying Internet2 of this fact (once Enterprise Customer learns of this fact) and in such event (x) the remainder of such Contract Year will not be considered to be a Healthcare Exclusion Year, and (y) Enterprise Customer will promptly pay to Internet2 in one lump sum Fee, the difference in price, if any, Enterprise Customer would have paid to Internet2 had the Applicable Healthcare Persons not been excluded from the calculations set forth in Section 3.1(a) for any Contract Year in which more than an insignificant number of Healthcare Persons accessed or used the Box Service (the "**Applicable Difference**"). In the event Enterprise Customer owes additional Fees hereunder because more than an insignificant number of Applicable Healthcare Persons access or use the Box Service with an email address that is within a domain that is owned, hosted or sponsored by Enterprise Customer, Box will increase the Service Package Tier (and provide the additional storage associated therewith) that corresponds to the additional Fees, once it receives payment from Internet2 (after Enterprise Customer pays Internet2 the Applicable Difference) of the monies owed by Internet2 to Box in light of the Applicable Difference paid to Internet2. For the avoidance of doubt, the obligations of Enterprise Customer set forth in this Section 3.1(c) during a Healthcare Exclusion Year do not include any obligation to seek to prevent any Applicable Healthcare Persons from accessing or using any products or services of Box by registering private or other accounts from an email address that is not within a domain that is owned, hosted or sponsored by Enterprise Customer or any Associated Entity, and such private or other use of the Box Service by such Healthcare Persons would not trigger any reexamination of the Tier of Service Package involved.

(d)   Notwithstanding anything in this Agreement, including Section 3.1(c) or Section 3.2, to the contrary, if Enterprise Customer wishes to switch to a higher Service Package Tier during a Contract Year as a result of Enterprise Customer's decision to no longer have such Contract Year be deemed a Healthcare Exclusion Year and have such switch become effective during the remainder of such Contract Year, Box will increase the Service Package Tier (and provide the additional storage associated therewith) once it receives payment from Internet2 (after Enterprise Customer pays Internet2 the Applicable Difference prorated over the remaining months of the Contract Year (but this proration shall not be utilized in determining the amount of the payment due to Internet2, and no proration shall occur, if prior to Enterprise Customer's notice to Internet2 of its decision to switch to a higher Service Package Tier, Section 3(c) (ii) was

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applicable to Enterprise Customer during such Contract Year)) of the monies owed by Internet2 to Box in light of Enterprise Customer's switch to a higher Service Package Tier.

3.2   Changes to Service Package. At any time during the Term, Enterprise Customer will have the right to deliver to Internet2 a written notice requesting a decrease or increase in Service Package, but in no event less than the Service Package for the Tier of service applicable to the Actual Campus Size of Enterprise Customer (or the Actual Campus Size less the number of Applicable Healthcare Persons if the Contract Year is a Healthcare Exclusion Year); Internet2 will then notify Box accordingly and any such change in Service Package shall become effective as of the then next anniversary of the Effective Date, in which event, the payment due Internet2 for the Contract Year immediately following such anniversary shall be increased or decreased accordingly. In addition, Enterprise Customer will have the right, at any time during the Term, to order Other Services by having Internet2 deliver written notice thereof to Box.

3.3   Storage. Each Service Package is subject to a fixed storage limit per Contract Year on Enterprise Customer's overall use of storage capacity of the Box Service. As a supplement to Enterprise Customer's Service Package for the then current Contract Year, Enterprise Customer will have the right to purchase through this Agreement additional storage from Box in accordance with Section 5.1(b).

3.4   Internet2 Storage Bank. Notwithstanding anything in Section 3.3 to the contrary, if, prior to the expiration of any Contract Year, Enterprise Customer uses all of its allocated storage amount under its Service Package for the then current Contract Year, Internet2 shall, at its sole cost and expense and subject to the cap set forth in the next sentence, purchase from Box additional storage capacity for use by Enterprise Customer for the balance of the then current Contract Year; provided, however, that Internet2 shall not make any such purchase of additional storage capacity for use by Enterprise Customer if Internet2 has already done so for Enterprise Customer for the immediately preceding Contract Year and in the immediately preceding Contract Year Enterprise Customer's Tier of Service Package was the same or greater than as for the then current Contract Year in which Enterprise Customer has used all of its allocated storage amount under its Service Package. In those instances where Internet2 is required to purchase from Box additional storage capacity for use by Enterprise Customer for the balance of the then current Contract Year, the additional storage capacity purchased by Internet2 for Enterprise Customer shall be of an amount that Enterprise Customer deems reasonably necessary to meet Enterprise Customer's storage needs during the balance of the then current Contract Year, but, notwithstanding the foregoing, shall not in any event exceed twenty-five percent (25%) of the storage amount allocated to Enterprise Customer under its Service Package for the then current Contract Year. If, in accordance with this Section 3.4, Internet2 purchases from Box additional storage capacity for use by Enterprise Customer for the balance of the then current Contract Year and prior to the end of the then current Contract Year Enterprise Customer uses all of such additional storage capacity, Enterprise Customer will be required to purchase any additional storage capacity for the balance of the then current Contract Year through Internet2 as set forth in Section 5.1(b).

3.5   Maximum Number of Managed Users. Notwithstanding anything to the contrary contained in this Agreement and subject to the following sentence, the maximum number of Managed Users that Enterprise Customer will be permitted to have during any Contract Year (the "**Managed Users Cap**") will be equal to the sum of (a) Enterprise Customers' Actual Campus Size, inclusive of all Applicable Healthcare Persons if the Contract Year is not a Healthcare Exclusion Year; and (b) the total number of then current staff, faculty and students of any Associated Entities. In order for Enterprise Customer to be able to have a number of Managed Users that is equal to the Managed Users Cap, Enterprise Customer will be required to purchase the Tier of Service Package that, as set forth in Exhibit C, has a maximum Actual Campus Size limitation that is equal to or greater in number than the Managed Users Cap; if, for a Contract Year, Enterprise Customer does not purchase such Tier of Service Package, the maximum number of Managed Users that Enterprise Customer will be permitted to have during that Contract Year will be limited to the number that is equal to the maximum Actual Campus Size limitation for the lesser Tier of Service Package purchased by Enterprise Customer.

4.   Limitations; Restrictions

4.1   Limitations. This Agreement, including any exhibits (whether currently attached or to hereafter be attached pursuant to Section 4.4 or the written agreement of the Parties), and the I2 Box Agreement, set forth the entirety of the right of Enterprise Customer and its End Users to use and access the Deliverables.

4.2   Suspension or Termination of Services; Interruptions of Service; Changes.

(a)   Box may add, remove or modify the functionality or features of the Box Service and/or Box Software from time to time. Box will use commercially reasonable efforts to provide at least fourteen (14) days advanced notice to Enterprise Customer (via e-mail to Enterprise Customer Administrator(s)) of any material changes to the Box Service and/or Box Software (each, a "**Modification**"). Notwithstanding the foregoing, Box will provide Enterprise Customer with at least as much notice of each Modification as Box generally provides to its other commercial or enterprise customers. If Enterprise Customer objects to Box in e-mail or other written form to a Modification within thirty (30) days of the date it is first identified to Enterprise Customer and Box nonetheless proceeds or already has proceeded with the applicable Modification, Enterprise Customer will have the right to terminate this Agreement as set forth in Section 9.4(b) below. For the avoidance of doubt, Box reserves the right to add, remove, and/or modify features, for any reason, including in order to address customer demand, remain competitive, or advance innovation in its Box Software or Box Service offerings, but such reservation of Box's right or Box's exercise of such right will not affect Box's notice and other obligations under this Section 4.2, and Enterprise Customer's right of termination under this Section 4.2(a) and 9.4(b). If any representative of Enterprise Customer participates on the Internet2 Higher Education Advisory Board and in such role meets with Box about Box's

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product roadmap for the Deliverables, such representative will not obtain, record, transmit, or distribute any information obtained from Box at such meeting(s) in a manner that causes such information to lose its confidentiality protections or to become otherwise available to the public (including by way of a freedom of information act request). Notwithstanding any objection to the product roadmap for the Deliverables made by the Internet2 Higher Education Advisory Board or any Enterprise Customer, Box reserves the right to add, remove, and/or modify features, for any reason, including in order to address customer demand, remain competitive, or advance innovation in its offerings of Deliverables, but such reservation of Box's right or Box's exercise of such right will not affect Box's notice and other obligations under this Agreement or any of Enterprise Customer's termination rights under this Agreement.

(b)   Enterprise Customer may suspend or terminate an End User's access to the Deliverables in accordance with Enterprise Customer's policies.

(c)   Box may suspend an End User's or Enterprise Customer's access to the Deliverables, in whole or in part, only: (i) if Box believes that End User's or Enterprise Customer's use of the Deliverables represents a direct or indirect threat to Box's network operation or integrity or any Person's use of the Deliverables; (ii) if reasonably necessary to prevent unauthorized access to Enterprise Customer Data; or (iii) to the extent necessary to comply with legal requirements. If Box suspends one or more End User's access to any Deliverables, Box will promptly provide Enterprise Customer with notice of such suspension and the reason for such suspension. Box will (x) use reasonable efforts to suspend only the minimum portion of the Deliverables necessary to address the issues giving rise to the suspension; (y) suspend the provision of the Deliverables to only the End Users whose actions necessitated the suspension (and not suspend the provision of the Deliverables to Enterprise Customer as a whole or to other End Users of Enterprise Customer whose actions did not necessitate the suspension) if at all practicable; and (z) provide Enterprise Customer with advance notice of any suspension and an opportunity to discuss the matter with Box before such suspension occurs unless delaying the suspension will result in harm to Box or any Person's use of the Deliverables, or enable unauthorized access to Enterprise Customer Data.

4.3   Restrictions. Without limiting the foregoing, to the maximum extent permitted under Applicable Law, and except as otherwise set forth in this Agreement, Enterprise Customer will not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing, or transferring the Deliverables to a third party; (b) disassemble, reverse engineer or decompile the Box Software or any other software used by Box to provide the Box Service, or prepare derivative works from any Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to Deliverables; or (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on the Deliverables. For the avoidance of doubt, the restrictions contained above in this Section 4.3 shall not prohibit Enterprise Customer from marketing or distributing Deliverables to potential Enterprise

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Customer Administrators, or potential Managed Users or otherwise prohibit any actions or any use of the Deliverables permitted under Section 2.1 above or otherwise restrict any of Enterprise Customer's rights expressly granted under this Agreement.

4.4   Compliance With Applicable Law and Enterprise Customer Policies.
Notwithstanding anything to the contrary contained in this Agreement, Box will comply with all Applicable Law now or hereafter in effect, including data protection and data privacy laws that are generally applicable to the Box Service, as an IT service provider under this Agreement (For purposes of clarification, the foregoing compliance obligations of Box regarding data protection and data privacy laws apply to the Box systems in place, now or in the future, and not to the protection and privacy of the Enterprise Customer Data itself, which is separately addressed in Section 8 below). If, as a part of Enterprise Customer's standard policies and procedures regarding contractors working onsite or contractors with logon accounts to Enterprise Customer's network, Enterprise Customer requires Box personnel to execute standard document(s) prior to gaining access to Enterprise Customer's premises or systems (each such document a "**Standard Access Agreement**"), the Standard Access Agreement will be binding on Box (including its personnel) upon Enterprise Customer's delivery to Box of an executed copy thereof. Upon Box's receipt of an executed copy of the Standard Access Agreement, the Standard Access Agreement shall automatically be deemed attached to this Agreement. If Standard Access Agreement(s) are attached to this Agreement, the following terms will apply irrespective of those terms:

(a)   Box will be responsible for Box personnel's and Contractors/Agents compliance with the Standard Access Agreement;

(b)   Enterprise Customer shall have no recourse against Box personnel or Contractors/Agents individually in the event of a breach of the Standard Access Agreement; and

(c)   In the event of a conflict between the terms of the Standard Access Agreement and the terms of this Agreement, this Agreement shall prevail over the terms of the Standard Access Agreement.

In the event Enterprise Customer wishes to change or modify the Standard Access Agreement, Enterprise Customer will submit such new or changed Standard Access Agreement to Box and it will be effective only if executed by Box and Enterprise Customer.

4.5   Infringement. If Enterprise Customer's use of the Deliverables is, or in Box's reasonable opinion is likely to become, enjoined or materially diminished as a result of a claim of infringement of any Proprietary Right of any third party, then Box, shall promptly notify Internet2 and Enterprise Customer of this fact (a "Section 4.5 Notification"), and at Box's option and at its sole cost and expense, may use commercially reasonable efforts to (a) procure the continuing right to provide such Deliverable; or (b) replace or modify the Deliverable in a

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functionally equivalent manner so that it no longer infringes. In addition, if despite Box's commercially reasonable efforts, Box is unable to accomplish either (a) or (b), Box may terminate the I2 Box Agreement, in which case this Agreement shall automatically be deemed terminated. If Box does not accomplish (a) or (b) within sixty (60) days after a Section 4.5 Notification, without limiting Enterprise Customer's other rights and remedies, including those under Section 6.2, Enterprise Customer shall have the right to terminate this Agreement effective immediately upon notice to Internet2, who will in turn notify Box.

5. Pricing, Fees & Payment

5.1 Pricing.

(a)   The Fees to be paid by Enterprise Customer to Internet2 for each Service Package are set forth on Exhibit C, as such Fees may be modified from time-to-time during the Term by Internet2 by providing Enterprise Customer at least thirty (30) days prior written notice thereof, provided that no rate increases shall be implemented until January 1, 2013, and rate increases shall occur thereafter, if at all, only on an annual basis as of January 1 of each calendar year, provided further, however, that (i) if a Contract Year does not run concurrent with the then applicable calendar year, any such rate increases shall, notwithstanding the foregoing, not go into effect until the commencement of the next Contract Year that commences after the then applicable January 1; and (ii) if Enterprise Customer has pre-paid at the commencement of the Term for multiple Contract Years, no price increases shall be implemented for such Contract Years except to the extent there is an increase in Enterprise Customer's Service Package Tier (although, as indicated in Section 3.1(a), the percentage of discount warranted by the pre-payment will still be applicable). In no event will Box increase the rate charged to Internet2 for a Service Package Tier by more than five percent (5%) per calendar year.

(b)   As a supplement to Enterprise Customer's Service Package for the then current Contract Year, Enterprise Customer will have the right to purchase through Internet2 additional storage from Box at 10TB increments at the price set forth on Exhibit C, as such price may be modified from time-to-time during the Term by Internet2 providing Enterprise Customer at least thirty (30) days prior written notice thereof, provided that no rate increases shall be implemented until January 1, 2013, and rate increases shall occur thereafter, if at all, on an annual basis as of January 1 of each calendar year, provided, however, that if a Contract Year does not run concurrent with the then applicable calendar year, any such rate increases shall, notwithstanding the foregoing, not go into effect until the commencement of the next Contract Year that commences after the then applicable January 1. In no event will Box increase the rate charged to Internet2 for additional storage for Enterprise Customer by more than five percent (5%) per calendar year.

(c)   In no event will Internet2 increase any of the rates set forth on Exhibit C by more than five percent (5%) per calendar year.

5.2   Payment Terms.

(a)   Enterprise Customer shall pay to Internet2 the applicable Fees due for the Deliverables. Unless otherwise provided in an exhibit, addendum of statement of work approved by Internet2 and Enterprise Customer, Enterprise Customer shall pay all Fees due to Internet2 within forty-five (45) days of the date of its receipt from Internet2 of an undisputed invoice. Following Internet2's receipt of payment of the applicable Fees from Enterprise Customer, Internet2 shall in-turn remit payment to Box of the monies due Box from Internet2 with respect to Enterprise Customer under the I2 Box Agreement as a result of Enterprise Customer's payment to Internet2. With or promptly following the execution of this Agreement, Internet2 shall deliver to Enterprise Customer its first invoice hereunder (the "**Initial Invoice**"), which Initial Invoice will be for the Fees due Internet2 for Enterprise Customer's Service Package for the applicable initial Contract Year(s) (i.e., this invoice will be for just the first Contract Year unless Enterprise Customer elects to prepay for two or three Contract Years). Enterprise Customer will not have the right to dispute the Initial Invoice if the payment shown due thereon is the same total dollar amount of the Fees (i.e., annual license Fee plus implementation and support Fee) applicable to Enterprise Customer's Service Package as set forth on Exhibit C.

(b)   In the event of any disputed invoiced Fees that Enterprise Customer has a right to dispute, Enterprise Customer shall provide Internet2 with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice. Enterprise Customer will waive its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within such forty-five (45) day period. Enterprise Customer, Box and Internet2 will cooperate in good faith to attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Enterprise Customer shall pay to Internet2 the resolved amount of Fees due Internet2.

5.3   Taxes. The Fees payable to Internet2 under this Agreement do not include any taxes, customs, duties, fees or other amounts that may be assessed or imposed by any Authority. Enterprise Customer shall solely be responsible for the payment of any such taxes, customs, duties, fees or other amounts assessed or imposed. For the avoidance of doubt, Enterprise Customer shall not be responsible for taxes imposed on Box's income. If Enterprise Customer is legally entitled to an exemption from the payment of any taxes, Enterprise Customer will promptly and timely provide Internet2 with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.

5.4   Audit Rights. Box shall maintain, for a period of at least three (3) years following the end of a given Contract Year of the Term or for such longer period of time as may be required by

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Applicable Law, all books and records relating to this Agreement and the I2 Box Agreement and Box's performance of its obligations with respect to Enterprise Customer. Such books and records (but as to the I2 Box Agreement only those books and records relating to Enterprise Customer, as opposed to other enterprise customers) shall be made available for review and audit by Enterprise Customer and/or any governmental auditor working for any governmental agency or entity affiliated with a governmental source of funding of Enterprise Customer's operations and/or activities, on at least thirty (30) days prior written notice; provided, however, that Enterprise Customer will not have the right to make copies of any such books and records. Any such audit of Box's books and records shall be conducted during Box's normal business hours and at the location(s) of where such books and records are maintained by Box.

6. Limited Warranty; Indemnification; Remedies

6.1   Mutual Warranties. Each Party represents and warrants to the other that (a) this Agreement has been duly 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 except, with respect to Internet2, from Box if the non-financial terms of this Agreement differ materially from the terms of the form of Customer Agreement agreed upon by Internet2 and Box; 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.

6.2   Indemnification.

(a)   **Box Indemnification Obligation.** Box shall indemnify, defend and hold harmless Enterprise Customer and its successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives (collectively, "**Enterprise Customer Indemnitees**") from and against all damages, costs, liabilities, loss and expenses, including reasonable attorneys' fees, (collectively, "**Damages**") incurred by Enterprise Customer Indemnitees in connection with any third party claim, action, demand, suit or proceeding (collectively, "**Claims**") arising out of or related to (i) an allegation that any of the Deliverables infringe upon or violate the intellectual property rights of a third party (excluding any infringement arising (x) solely from the Enterprise Customer Data, or (y) the use of the Deliverables in connection with any other device or process not supplied by or on behalf of Box); (ii) any Claims made by Contractors/Agents against Enterprise Customer Indemnitees; and/or (iii) a Security Incident, except to the extent the Security Incident was caused by the negligence, willful misconduct or illegal act of Enterprise Customer or any End User or by a breach of this Agreement by Enterprise Customer or a breach of the Terms of Service by an End User.

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(b)   **Procedure**. Enterprise Customer will give prompt written notice to Box of any Claim for which it is seeking indemnification from Box, provided that failure to do so shall not be deemed a breach of this Agreement or relieve Box of its indemnity obligation if such delay does not prejudice the defense thereof. Box will have full and complete control over the defense and settlement of any Claim, provided that it will not enter into any settlement agreement that admits fault on the part of Enterprise Customer or requires Enterprise Customer to make any additional payment. Enterprise Customer will, upon prior reasonable written request from Box and at Box's cost and expense, provide reasonable assistance to Box in connection with the defense and settlement of a Claim.

6.3   Limitation of Liability.

(a)   Notwithstanding anything to the contrary contained in this Agreement, in no event shall Internet2 have any liability to Enterprise Customer for any actions, omissions, representations or warranties of Box or any Contractors/Agents, including for any breach or alleged breach by Box of this Agreement or the I2 Box Agreement. In the event of any such breach or alleged breach by Box of this Agreement or the I2 Box Agreement, or any Claims relating to any other actions, omissions, representations or warranties of Box or any Contractors/Agents, Enterprise Customer's sole remedy will be to pursue a claim directly against Box in respect thereof, and Enterprise Customer waives any right to bring any such claims against Internet2. Enterprise Customer will only have the right to pursue a claim against Internet2 under, or in connection with or arising out of, this Agreement in the event Internet2: (i) breaches its confidentiality obligations to Enterprise Customer hereunder; (ii) uses any Enterprise Customer Mark in a manner that is not in accordance with Section 7.3(b) hereunder; or (iii) breaches Section 5.2(a) above by failing to remit payment to Box in accordance therewith.

(b)   To the extent permitted by Applicable Law, and except as otherwise provided in Section 6.3(c) below, the maximum aggregate liability of each Party (including in respect of the acts or omissions of a Party's employees occurring within the scope of employment or a Party's contractors or agents occurring within the scope of their retention), Box and their respective Affiliates and contractors and, in the case of Box, Contractors/Agents, arising under this Agreement shall be limited in the aggregate to direct damages up to the amount that Internet2 is required to pay to Box for the Deliverables during the twelve (12) month period ending on the date that the first claim arose (the "**Direct Damages Cap**"). The Parties and Box waive any and all rights to obtain damages against any other Party's or Box's employee, contractor or agent (including Contractors/Agents) for amounts in excess of the damages limitations set forth in, as applicable, Section 6.3(b) and Section 6.3(c)(ii) of this Agreement if such employee, contractor or agent causes such damages within the scope of employment or retention as determined in the reasonable discretion of the Party or Box employing or retaining such employee, contractor or agent, unless the issue of whether such employee, contractor or agent caused such damages within the scope of employment or retention is raised before a judicial Authority for

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determination, in which event, if there is a determination by such judicial Authority that determination will prevail.

(c)

(i)   For the circumstances enumerated below in this Section 6.3(c)(i), to the extent permitted by Applicable Law, the monetary limits set forth in Section 6.3(b) will not be applicable:

A.   Box's indemnity obligations under Section 6.2(a)(i);

B.   with respect to Internet2 and Box, liability for damages awarded by a court of final adjudication that are caused by, as applicable, Box's or Internet2's gross negligence or willful misconduct, or that of their employees within the scope of their employment, agents within the scope of their agency or contractors within the scope of their retention as determined in the reasonable discretion of the Person employing or retaining such employee, agent or contractor, unless the issue of whether such employee, agent or contractor caused such damages within the scope of employment or retention is raised before a judicial Authority, in which event, if there is a determination by such judicial Authority that determination will prevail (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness"); and

C.   with respect to Internet2 and Box, liability for fraudulent misrepresentation or for personal injury or death caused by, as applicable, Internet2's or Box's negligence, or that of their employees within the scope of their employment, agents within the scope of their agency or contractors within the scope of their retention, as determined in the reasonable discretion of the Person employing or retaining such employee, agent, or contractor unless the issue of whether such employee, agent or contractor caused such liability within the scope of employment or retention is raised before a judicial Authority, in which event, if there is a determination by such judicial Authority that determination will prevail.

(ii)   For the circumstances enumerated below in this Section 6.3(c)(ii), to the extent permitted by Applicable Law, the monetary limits set forth in Section 6.3(b) will be modified and limited to three (3) times the Direct Damages Cap:

A.   with respect to the Parties, liabilities arising out of any breach by a Party, or a Party's employees acting within the scope of employment, a Party's agents acting within the scope of agency or a Party's contractors acting within the scope of retention as determined in the reasonable discretion of the Party employing or retaining such employee, agent or contractor, unless the issue of whether such employee, agent or contractor caused such liabilities within the scope of employment or retention is raised before a judicial Authority, in which event, if there is a determination by such judicial Authority that determination will prevail;

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B.   with respect to Box, liabilities arising out of any breach by Box of its confidentiality obligations, including its data privacy and data security obligations, hereunder that are caused by Box's failure to comply with the Box Online Information Security Policy (as defined in Section 8.3(e) below); and

C.   with respect to Enterprise Customer, liability for: (i) personal injury or death caused by either Enterprise Customer's negligence, or that of its employees within the scope of their employment, agents within the scope of their agency or contractors within the scope of their retention, as determined in the reasonable discretion of Enterprise Customer, unless the issue of whether such employee, agent or contractor caused such injury or death within the scope of employment or retention is raised before a judicial Authority, in which event, if there is a determination by such judicial Authority that determination will prevail; (ii) fraudulent misrepresentation; and (iii) damages awarded by a court of final adjudication that are caused by Enterprise Customer's gross negligence or willful misconduct, or that of its employees within the scope of their employment, agents within the scope of their agency or contractors within the scope of retention as determined in the reasonable discretion of Enterprise Customer, unless the issue of whether such employee, agent or contractor caused such damages within the scope of employment or retention is raised before a judicial Authority, in which event, if there is a determination by such judicial Authority that determination will prevail (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness").

(d)   All of the Damages that an Enterprise Customer Indemnitee is required to pay to a third party in respect of a Claim for which Box is obligated to indemnify the Enterprise Customer Indemnitees under Section 6.2(a)(i) shall (notwithstanding anything to the contrary contained in this Agreement or a court's classification or categorization of the damages as direct, consequential or otherwise) be deemed direct damages for the purposes of this Agreement and therefore be recoverable from Box.

(e)   THE LIMITATIONS IN THIS SECTION 6.3 (I.E., BOTH THE LIMITATIONS SET FORTH ABOVE AND BELOW IN THIS SECTION 6.3) APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, IRRESPECTIVE OF WHETHER ANY CLAIM THEREFOR IS MADE DURING OR AFTER THE TERM AND IRRESPECTIVE OF THE NUMBER OF CLAIMS MADE.

(f)   TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY NOR BOX, NOR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL

DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES OR BUSINESS INTERRUPTION, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

(g)   NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR BOX, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR BOX (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND BOX HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS.

(h)   NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ENTERPRISE CUSTOMER HAVE ANY LIABILITY TO BOX OR INTERNET2 FOR THE ACTS OR OMISSIONS OF ANY STUDENT END USERS OR END USERS THAT ARE NOT MANAGED USERS.

(i)   NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL INTERNET2 OR BOX HAVE ANY LIABILITY TO ENTERPRISE CUSTOMER FOR THE ACTS OR OMISSIONS OF ANY END USERS.

6.4   Representations and Warranties of Box.

(a)   Notwithstanding anything to the contrary contained in this Agreement, Box represents, warrants and covenants to Enterprise Customer that: (i) the Box Service is fully compliant with all Applicable Law concerning the Box Service itself (but, without limiting Box's obligations, representations, warranties or covenants otherwise set forth in this Agreement or the I2 Box Agreement, the representations, warranties and covenants referenced in this Section 6.4(a)(i) are not meant to apply to laws whose application is triggered because of the specific content of the Enterprise Customer Data) and, (ii) the Deliverables and/or Box, as applicable, are and will remain fully compliant with all of the requirements set forth on Exhibit 6.4(a) (annexed hereto and made a part hereof), which have been approved by Box pursuant to the procedures set forth in the I2 Box Agreement.

(b)   Box warrants to Enterprise Customer that the Box Service will perform in accordance with the Service Level Commitment. Such limited warranty is for the duration of the Term, subject to the notice requirements in the Service Level Commitment. If Box fails to meet such limited warranty and Enterprise Customer notifies Box within the warranty period, Box shall then provide the remedies identified in the Service Level Commitment for the affected Box Service(s), which, along with Section 9.9 if applicable, will be Enterprise Customer's sole and

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exclusive remedies for breach of such limited warranty, unless other remedies are required to be provided under Applicable Law. Notwithstanding the foregoing, however, such limited warranty is subject to the following limitations:

(i)   any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the date of Box's first delivery of the Box Software to Enterprise Customer;

(ii)   the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement that are caused other than by Box, which includes Contractors/Agents);

(iii)   the limited warranty does not apply to free, trial, pre-release, or beta products or services; and,

(iv)   the limited warranty does not apply to problems caused by Enterprise Customer's failure to meet the minimum system requirements provided by Box to Internet2 and Enterprise Customer from time to time so long as Internet2 and Enterprise Customer receive advance notice from Box of such minimum system requirements and such minimum system requirements are the same as are applicable to all of Box's commercial and enterprise customers. OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION 6.4 AND IN SECTION 6.1 OF THIS AGREEMENT, NEITHER BOX NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. BOX DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS CONCERNING THE DELIVERABLES AND ANY OTHER LICENSES, PRODUCTS OR SERVICES OF BOX OR ITS SUPPLIERS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. BOX AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE DELIVERABLES FOR USE FOR ENTERPRISE CUSTOMER'S PURPOSES, OR THE DELIVERABLES COMPLIANCE WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER, EXCEPT AS OTHERWISE PROVIDED HEREIN.

(c)   FOR THE AVOIDANCE OF DOUBT, INTERNET2 IS NOT PROVIDING ANY DELIVERABLES OR ANY OTHER LICENSES, PRODUCTS OR SERVICES UNDER THIS AGREEMENT AND IS NOT A SUPPLIER OF BOX, AND INTERNET2 MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-

INFRINGEMENT, CONCERNING THE DELIVERABLES AND ANY OTHER LICENSES, PRODUCTS OR SERVICES OF BOX OR ITS SUPPLIERS.

(d)   For the purpose of further clarification, and notwithstanding anything to the contrary express or implied in this Agreement, Enterprise Customer acknowledges that all references, representations, warranties and covenants made in this Agreement (including in any Exhibits attached hereto), whether express or implied, concerning in any way Box and/or any of Box's products or services, including, without limitation, the Deliverables, are made by Box alone and not by or in conjunction with Internet2. Enterprise Customer shall inform End Users that the Deliverables are being provided by Box.

6.5   Support Services.   At no extra charge (and in accordance with Section B.4 of the Service Level Commitment with respect to issues pertaining to the Box Service) Box will provide commercially reasonable support services to assist Enterprise Customer in the set-up, configuration and use of the Box Service and Box Software. Support services do not include (a) physical installation or removal of the API, or any software or Documentation, (b) visits to Enterprise Customer's location, (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Deliverables, (d) any work with any third party equipment, software or services, or (e) any professional services associated with the Deliverables, including, without limitation, any custom development, data modeling, training and knowledge transfer.

6.6   Nonconformities.   Box will use commercially reasonable efforts to correct any nonconformities in the Box Service and Box Software based on the then current applicable specifications set forth in the Documentation following notification from Enterprise Customer of the same. The commercially reasonable efforts that Box uses to correct any conformities in the Box Service will not be less than Box's commitment in Sections B.4.2 and B.4.3 of the Service Level Commitment.

7.   Proprietary Rights; Confidentiality

7.1   Proprietary Rights. The Deliverables are licensed and/or provided, and not sold, to Enterprise Customer. Box reserves all rights in the Deliverables not expressly granted to Enterprise Customer hereunder or in the I2 Box Agreement, including all Proprietary Rights in the same. No title to or ownership of any Box Software or Documentation of Box is transferred to Enterprise Customer, who may use the Box Software and Documentation as permitted under this Agreement. For the avoidance of doubt, no title to or ownership of any Proprietary Rights of Enterprise Customer is being transferred to Box or Internet2 hereunder, and no title to or ownership of any Proprietary Rights of Internet2 is being transferred to Box or Enterprise Customer hereunder.

7.2   Confidential Information.

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(a)   **What is included.** "Confidential Information" is non-public information, know-how and trade secrets in any form that:
      (i)   is identified in writing as being "confidential";
      (ii)   is Enterprise Customer Data; or
      (iii)   includes non-public information regarding Enterprise Customer's students or either Party's or Box's products, services, employees, or customers, marketing and promotions.

(b)   **What is not included.** Neither this Agreement nor the I2 Box Agreement nor any of the terms thereof shall be deemed Confidential Information. In addition, the following types of information, however marked, are not Confidential Information:

      (i)   information that is, or becomes, publicly available without a breach, default or violation of this Agreement or the I2 Box Agreement;
      (ii)   information that was lawfully known to the receiver of the information without an obligation to keep it confidential;
      (iii)   information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
      (iv)   information that is independently developed;
      (v)   information that is a comment or suggestion that one Party or Box volunteers about the other's business, products or services.

(c)   **Treatment of Confidential Information.**
      (i)   **In general.** Subject to the other terms of this Agreement, each Party and Box:
      A.   will use commercially reasonable efforts to prevent the disclosure of the others' Confidential Information to third parties; and
      B.   will use the others' Confidential Information only for purposes of fulfilling its obligations under this Agreement.

      (ii)   **Security precautions.** Subject to the other terms of this Agreement, each Party and Box will:
      A.   take commercially reasonable steps to protect the others' Confidential Information -- these steps must be at least as protective as those the Party or Box takes to protect its own Confidential Information;
      B.   notify the other(s) promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
      C.   cooperate with the other(s) to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

      (iii)   **Sharing Confidential Information with affiliates and representatives.**

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A.   A "**Representative**" is an employee, contractor, advisor, or consultant of one of the Parties or Box or of one of the Parties' or Box's Affiliates. For the avoidance of doubt, Box will not be deemed a Representative of Internet2.

B.   Each Party and Box may disclose the others' confidential information to its Representatives (who may then disclose that Confidential Information to other of that entity's Representatives) only if those Representatives have a need to know in order to fulfill their respective obligations under this Agreement. Before doing so, each Party and Box, as applicable, must: (1) ensure that Representatives are aware that they are required to protect the Confidential Information on terms consistent with this Agreement; and (2) accept responsibility for each Representative's use of Confidential Information. Neither Party nor Box is required to restrict work assignments of Representatives who have had access to Confidential Information. In addition, Internet2 will have the right to disclose, and will not be liable as a result of or arising out of such disclosure of, Confidential Information of Enterprise Customer to Box in connection with this Agreement and/or the I2 Box Agreement, and, except where otherwise expressly prohibited in writing, Internet2 will have the right to disclose to Enterprise Customer high-level summaries of Confidential Information of Box, and Internet2 will not be liable as a result of or arising out of such disclosure.

(iv)   **Disclosing Confidential Information if required to by law.** Each Party and Box may disclose the others' Confidential Information if required to comply with a court order, other government demand that has the force of law or otherwise by Applicable Law. To the extent possible, the disclosing entity will give the other(s) enough prior notice to provide a reasonable chance to seek a protective order.

(v)   **Length of Confidential Information obligations.** Except as permitted above, neither Party nor Box will use or disclose the others' Confidential Information for five (5) years after it is received. The five (5) year time period does not apply if Applicable Law requires a longer period.

7.3   Use of Trademarks.

(a)   Enterprise Customer will have the non-exclusive right to use Box's name, marks, trademarks or logos (collectively, "**Box Marks**") and Internet2's name, marks, trademarks or logos (collectively, "**Internet2 Marks**") in advertising, marketing and promotional materials that are pre-approved by Box in writing with respect to use of Box Marks and pre-approved by Internet2 in writing with respect to use of Internet2 Marks. Enterprise Customer will comply with the written trademark and branding guidelines and procedures established by Box and Internet2 in connection with such use(s), which trademark and branding guidelines and procedures are delivered or made accessible to Enterprise Customer. In no event, however, will Enterprise Customer use a Box Mark or Internet2 Mark together with an Enterprise Customer Mark (as defined below) in such a manner so as to create a composite mark. Enterprise Customer will not resize, reformat, edit or otherwise alter a Box Mark or a Internet2 Mark unless

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Enterprise Customer has received Box's or Internet2's, as applicable, prior written approval with respect thereto. Enterprise Customer will not adopt brands, logos, trademarks, trade names or other marks which are the same as or confusingly similar to the Box 2 Marks or the Internet2 Marks. Enterprise Customer will not acquire any interest in any Box Mark and all uses of Box Marks will inure to the sole and exclusive benefit of Box. Enterprise Customer will not acquire any interest in any Internet2 Mark and all uses of Internet2 Marks will inure to the sole and exclusive benefit of Internet2. Upon the end of the Term, Enterprise Customer will cease all use of Box Marks and Internet2 Marks. In addition: (i) at Box's reasonable request, Enterprise Customer will cease its further distribution of any advertising, marketing or promotional materials that contain a Box Mark; and (ii) at Internet2's reasonable request, Enterprise Customer will cease its further distribution of any advertising, marketing or promotional materials that contain an Internet2 Mark.

(b)   Subject to Enterprise Customer's written pre-approval in each instance, which pre-approval may be withheld by Enterprise Customer in its sole discretion, Box and Internet2 will have the non-exclusive right to use Enterprise Customer's name, marks, trademarks or logos (collectively, "Enterprise Customer Marks") in advertising, marketing and promotional materials that are pre-approved by Enterprise Customer in writing. In the event, if any, that Enterprise Customer pre-approves use of Enterprise Customer Marks, Box and Internet2 will comply with the written trademark and branding guidelines and procedures established by Enterprise Customer in connection with such use(s), which trademark and branding guidelines and procedures are delivered or made accessible to Box and Internet2; provided, however, neither Box nor Internet2 will (i) use an Enterprise Customer Mark in such a manner so as to create a composite mark; (ii) resize, reformat, edit or otherwise alter an Enterprise Customer Mark unless they have received Enterprise Customer's prior written approval with respect thereto; or (iii) adopt brands, logos, trademarks, trade names or other marks which are the same as or confusingly similar to the Enterprise Customer Marks. Neither Box nor Internet2 will acquire any interest in any Enterprise Customer Mark and all uses of Enterprise Customer Marks will inure to the sole and exclusive benefit of Enterprise Customer. Upon the end of the Term, Box and Internet2 will cease all, if any, use of Enterprise Customer Marks. In addition, at Enterprise Customer's reasonable request, Box and Internet2 will each cease their further distribution of any advertising, marketing or promotional materials that contain an Enterprise Customer Mark. The foregoing provisions of this Section 7.3 shall not be deemed to any way limit any other rights in the Enterprise Customer Marks that may have been granted, or may in the future be granted, by Enterprise Customer to Internet2 pursuant to a separate agreement between Enterprise Customer and Internet2.

7.4   Press Release; References. To the maximum extent permitted by Applicable Law, neither Party nor Box will have the right to issue a public statement or press release regarding this Agreement without the prior written consent of the other Party and Box or, in the case of Box, without the prior written consent of the Parties. Subject to the applicable entity's style guidelines: (a) if Enterprise Customer provides Box with written pre-approval in each instance,

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which pre-approval may be withheld by Enterprise Customer in its sole discretion, Box will have the right during the Term to identify Enterprise Customer as a user of the Box Service, and in connection therewith, to display Enterprise Customer's supplied logo on the Box website and other pre-approved (in writing) marketing materials; (b) Internet2 will have the right during the Term to identify Enterprise Customer as a customer, and in connection therewith, to display Enterprise Customer's supplied logo on Internet2's website and other pre-approved (in writing) marketing materials; and (c) Enterprise Customer shall have the right during the Term to identify Box and Internet2 as providers, suppliers and/or commercial partners, and in connection therewith, to display Box's and/or Internet2's supplied logo on its website and other pre-approved (in writing) marketing materials.

7.5   Branding Opportunities.   Box will provide reasonable and appropriate opportunities for Enterprise Customer branding of the Box Service. All uses of Enterprise Customer's Brand Features in connection therewith will inure to the sole and exclusive benefit of Enterprise Customer. As used herein, "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Enterprise Customer, as secured by Enterprise Customer from time to time.

8.   Data

8.1   Rights and License in and to Enterprise Customer Data.

(a)   As between Enterprise Customer and Box, all rights, including all Proprietary Rights, in and to Enterprise Customer Data shall remain the exclusive property of Enterprise Customer, and Box shall have a limited, nonexclusive license to use the Enterprise Customer Data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement, and this Agreement does not give Box any rights to either of the Parties' data, content or intellectual property, except as expressly stated in this Agreement.

(b)   Enterprise Customer (including through one or more Enterprise Customer Administrators) shall have the right, at all times during the Term and, if applicable, the Retention Period (defined in Section 8.8 below), for any reason whatsoever in Enterprise Customer's sole discretion, including for purposes of e-discovery, to access, copy and/or remove any or all Enterprise Customer Data. Enterprise Customer (including through one or more Enterprise Customer Administrators) may access, copy and/or remove any or all Enterprise Customer Data by using the Management Console and/or any applicable Enterprise Customer Application. In addition, in connection with Enterprise Customer's response to an e-discovery request or other action related to a legal proceeding, governmental request or a claim or demand made pursuant to the United States Copyright Law or otherwise, upon Box's receipt of written request from

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Enterprise Customer, Box will provide Enterprise Customer with any existing logs or other information applicable to Enterprise Customer.

(c)   Without limitation of the foregoing or of any other provision contained in this Agreement, if Box files a petition seeking to take advantage of any law relating to the bankruptcy or insolvency of Box or is adjudicated to be bankrupt, or is the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of Box, or if Box becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed for Box and as a result thereof Enterprise Customer is no longer able to access, copy and/or remove Enterprise Customer Data in the ordinary course of business, then within five (5) business days following Box's receipt of written request from Enterprise Customer, Box will, as specified by Enterprise Customer in such written request, either (i) enable the Box Service for a period of at least thirty (30) days for use by Enterprise Customer (including through one or more Enterprise Customer Administrators) in order that Enterprise Customer can access, copy and/or remove Enterprise Customer Data using the Management Console and/or any applicable Enterprise Customer Application; or (ii) electronically deliver to Enterprise Customer in a readily usable format all Enterprise Customer Data segregated on a per Account basis (except that so long as Enterprise Customer is able to successfully and without delays utilize option (i), the option set forth in this clause (ii) shall not apply during the first ninety (90) days after Box becomes the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of Box).

8.2   **Data Privacy.**

(a)   Enterprise Customer has designated that Box is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Enterprise Customer Data that is protected by FERPA and, therefore, Box agrees that with respect to all Enterprise Customer Data that is protected by FERPA that Box accesses, receives, stores and/or controls Box will comply with all obligations that FERPA imposes on a School Official. Box will use Enterprise Customer Data only for the purpose of fulfilling its duties under this Agreement and Box will not share such Enterprise Customer Data with or disclose it to any third party except as expressly provided for in this Agreement or authorized in writing by Enterprise Customer. By way of illustration and not of limitation, Box will not use such data for Box's own benefit and, in particular, will not engage in "data mining" of Enterprise Customer Data or the sale of Personal Data, including, without limitation, the sale of End User e-mail addresses. Box may, however, collect, monitor and analyze the file type metadata (e.g., .doc, .pdf, .xls) of Enterprise Customer Data for the purpose of providing and improving the delivery of the Box Service to Enterprise Customer under this Agreement, including Box's operations management and services deployment, and monitoring and risk reduction. For the avoidance of doubt, Box will not have any foreign based Contractors/Agents decrypt Enterprise Customer Data or access or read unencrypted Enterprise Customer Data except: (i) as required by law; (ii) to provide requested support services to or for Enterprise Customer; or, (iii) if necessary in connection with Box

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seeking to recover from a denial of service attack or other extraordinary emergency conditions where Box's operations are being substantially undermined as a result of such extraordinary emergency conditions.

(b)   Box declares that it is not a "business associate" or "covered entity" as those terms are defined for purposes of the Health Insurance Portability and Accountability Act (HIPAA). Box recognizes that Enterprise Customer Data stored with Box may include "protected health information" ("**PHI**") as defined by HIPAA. In performing its services, Box represents that it will not access, use or disclose any PHI, other than on a random or infrequent basis, as may be necessary for the performance of the services under this Agreement by Box or as otherwise required by Applicable Law.

(c)   Notwithstanding the foregoing, and without agreeing or admitting that it is a business associate or covered entity:

(i)   Box has assessed the potential risks and vulnerabilities that could compromise the privacy and security of Enterprise Customer Data, including but not limited to PHI, and has implemented certain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Enterprise Customer Data including but not limited to PHI, stored with Box; the safeguards include, but are not limited to, information described in the document set forth in Exhibit A entitled "Keeping Your Content Secure" and in the "Box Online Information Security Policy" (and such safeguards will not be reduced in any manner during the term of this Agreement);

(ii)   Box will not access, use or disclose Enterprise Customer Data, including but not limited to PHI, other than as permitted or required by this Agreement or as required by Applicable Law and it will use appropriate safeguards to reasonably prevent any unauthorized access, use or disclosure of Enterprise Customer Data, including but not limited to PHI, other than as provided by this Agreement;

(iii)   Box will report to Enterprise Customer any Security Incident or other use or disclosure of Enterprise Customer Data, including but not limited to PHI, not provided for by the Agreement, of which Box becomes aware, as provided by Section 8.6; and

(iv)   Box will, to the extent feasible, adopt any technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services pursuant to 42 U.S.C. § 18932(h) that renders Enterprise

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Customer Data unusable, unreadable, or indecipherable to unauthorized individuals.

(v)   For the avoidance of doubt, nothing in this Section 8.2(c) shall be deemed to limit or otherwise reduce in any way any of Box's obligations set forth elsewhere in this Agreement.

(d)   Although Box represents that it is not a financial institution, without limitation of any of Box's other obligations under this Agreement, Box's management and storage of Enterprise Customer Data shall in all respects, including, without limitation, administrative, physical and technical respects, meet the privacy and security standards set forth in the Gramm-Leach-Bliley Act, 15 U.S.C. sections 6801-6809 and its implementing regulations.

(e)   All servers that will store Enterprise Customer Data will be located by Box in production and disaster recovery datacenters only in the continental United States (i.e., Box will not store any Enterprise Customer Data outside of the continental United States). Box has the right to provide anti-spam, anti-virus services and technical support services from service locations outside of the United States if the technical support personnel providing such technical support services do not have access to unencrypted Enterprise Customer Data under any circumstances, except as otherwise provided in this Section 8.2.

(f)   Without limiting, and subject to, Box's confidentiality obligations under this Agreement and the provisions of this Section 8.2(f), Box may provide access to Enterprise Customer Data only to those employees and Contractors/Agents who need to access the data to fulfill Box's obligations under this Agreement. Simultaneous with an End User's upload or deposit of Enterprise Customer Data to the Box Service, Box will automatically encrypt the Enterprise Customer Data and cause the Enterprise Customer Data to at all times thereafter remain encrypted, except that in the following limited circumstances only, Box may decrypt Enterprise Customer Data: (a) except as otherwise provided in this 8.2; (b) to perform automated indexing of the information in an Account that is accessible only by the End User(s) authorized to access such Account; (c) following Box's written request of Enterprise Customer, Enterprise Customer has provided its written consent thereto; or (d) pursuant to a court order, in which event Box will, if permitted by Applicable Law, provide Enterprise Customer with prompt written notice thereof and as much time as is reasonably practicable to allow for Enterprise Customer to seek a protective order.

(g)   Box will ensure that its employees and Contractors/Agents who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement.

(h)   Box will perform background checks on all personnel who have potential to access Enterprise Customer Data, which checks currently include, and will at all times throughout the Term at a minimum include, the following: (1) Social Security Number ("**SSN**")

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Validation and Trace, or foreign equivalent; and (2) a criminal felony and misdemeanor search based on the current address and all addresses revealed by Social Security Number ("SSN") Trace.

(i)   Certain Personal Data contained amongst Enterprise Customer Data may be confidential by reason of the laws of the state(s) in which Enterprise Customer is located. Accordingly, without limiting Box's other obligations under this Agreement, Box will follow all requirements specified in the Applicable Law of said state(s) with respect to the protection of Personal Data.

8.3   Data Security.

(a)   Box will ensure that all facilities used to store and process Enterprise Customer Data will employ commercially reasonable best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Box's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

(b)   Box will: (i) use commercially reasonable security tools and technologies in connection with the Box Services under this Agreement; (ii) use commercially reasonable software application protection security technologies in the Box Software under this Agreement; and (iii) use commercially reasonable efforts to update its tools and technologies during the course of the Term as updated tools and technologies become available, within no later than a commercially reasonable period of time from when the applicable commercially available tools and technologies become generally available. At a minimum, Box will throughout the Term use at least the same security tools and technologies in connection with the Deliverables as it uses for its general business, commercial and enterprise customers. In addition, Box will use up-to-date anti-virus and anti-malware protections within its organization.

(c)   Subject to Box's obligations contained elsewhere in this Agreement, Box may access or disclose Enterprise Customer Data (in accordance with Box security policies), with industry recognized, reputable anti-spam, anti-virus and anti-malware companies and groups (including providers of anti-virus technologies) (each a "Security Services Entity") who agree to keep the Enterprise Customer Data confidential on substantially equivalent terms and conditions applicable to Box, including the content of End User communications, only on a need to know basis and to the limited extent necessary to take action or pursue other remedies against suspected purveyors of spam, viruses, malware, phishing or other attacks that have in any manner disrupted or diminished, or may in the future in any manner disrupt or diminish, the Box Service. Disclosures permitted under the foregoing provisions of this Section 8.3(c) may include the attacker's IP addresses, mail message header information, user name, email address, email body and attachments, including any viruses.

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(i)   Each agreement under which Box has contracted with, or in the future contracts with, a Security Services Entity to perform the services described above in this Section 8.3(c) is hereinafter referred to as a "Security Services Agreement". In the event of a breach of a Security Services Agreement by a Security Services Entity causes Enterprise Customer to incur any damages, costs, losses and/or expenses arising out of or related to such breach (each a "Security Services Entity Breach"), and Enterprise Customer requests, in writing, to have Box pursue claims against such Security Services Entity, Box will reasonably undertake an evaluation of the potential claims it may bring against such Security Services Entity. If Box determines in its reasonable discretion that such claims are reasonable to pursue, Box will, at its option, either: (1) reasonably pursue Box's remedies under the Security Services Agreement, at Enterprise Customer's cost and expense (provided that any such costs and expenses have been pre-approved by Enterprise Customer in writing; Enterprise Customer will promptly pay any such pre-approved costs and expenses as such are incurred); or, (2) assign to Enterprise Customer, Box's rights, remedies, claims and causes of action, if any, under such Security Services Agreement in connection with such Security Services Entity Breach, solely with respect to the portion of Box's claim that corresponds to the percentage of damages suffered by Enterprise Customer (as calculated from the total damages suffered by all of Box's customers that are attributable to the Security Services Entity Breach). Enterprise Customer will be entitled to a pro-rata share of the proceeds resulting from the foregoing claims (calculated by multiplying the recovery by the percentage of the total damages suffered by Box's customers that are attributable to Enterprise Customer).

(d)   Box will use tools and services to identify spam, viruses, malware, phishing and other attacks, and will ensure that neither its employees nor any Contractors/Agents monitor or read the content of individual emails of End Users; provided, however, employees and Contractors/Agents may access emails of End Users as expressly provided for in this Agreement (e.g., in the context of a technical support call, in responding to legal demands or at the request of an End User or Enterprise Customer Administrator, but as to a request by an End User only with respect to Enterprise Customer Data contained in the applicable End User's Account). Box will not knowingly give one End User (other than an End User that is an Enterprise Customer Administrator) access to another End User's Account or Enterprise Customer Data unless the End User whose account or Enterprise Customer Data is to be accessed has given Box express authorization to provide such access to another End User.

(e)   Box has established, and will throughout the Term maintain, the data security policy and practices applicable to the Box Service set forth in its then-current SAS-70, Type II report ("**Box Online Information Security Policy**"), which Box Online Information Security Policy will be Box Confidential Information. Notwithstanding the foregoing, throughout the Term, Box will, with respect to Enterprise Customer Data, at a minimum abide by data security practices no less protective than the practices set forth in the Box Online Information Security Policy in effect as of the Effective Date. Box represents that the current version of the Box

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Online Information Security Policy in effect as of the Effective Date has been provided to Internet2. Enterprise Customer will have the right to review (by visiting Internet2's offices or as otherwise agreed by the Parties), but not obtain a copy of the Box Online Information Security Policy. In no event will Enterprise Customer obtain, record, transmit, or distribute any information contained in the Box Online Information Security Policy in a manner that causes such information to lose its confidentiality protections or to become otherwise available to the public (including by way of a freedom of information act request). Notwithstanding anything to the contrary contained herein or in the Box Online Information Security Policy, in the event of any conflict between the terms and conditions of the Box Online Information Security Policy and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall be deemed to control. Following Internet2's receipt from Box of any updated version(s) of the Box Online Information Security Policy, which updated version(s) of the Box Online Information Security Policy Box will promptly forward to Internet2 after each update, Internet2 will provide Enterprise Customer with notice of a change in the Box Online Information Security Policy and Enterprise Customer will have the right to review the updated Box Online Information Security Policy as set forth above in this Section 8.3(e).

(f)   Box will, subject to this Section and provided that Box has the contractual right to be able to do so (and if Box does not have the contractual right to do so it will use commercially reasonable efforts to obtain such contractual right in the future), audit the security of its primary data centers from which Box provides the Box Service to Enterprise Customer ("**Service Locations**"). Such audit, to the extent contractually permitted: (1) will be performed at least annually and after the occurrence, if any, of a Security Incident (as defined in Section 8.6(a) below); (2) will be performed according to all applicable industry security standards; (3) may be performed by third party security professionals at Box's election and expense; (4) will result in the generation of an audit report ("**Box Audit Report**"), which will be Box Confidential Information; and (5) may be performed for other purposes in addition to satisfying this Section (e.g., as part of Box's regular internal security procedures or to satisfy other contractual obligations). The Box Audit Report will address the control procedures used by Box at the Service Location(s), including specifically an assessment of whether (A) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, and (B) the control procedures operated effectively at all times during the reporting period.

(i)   Following the generation of each Box Audit Report, Box will, on a confidential need-to-know basis, to the extent contractually permitted to do so (and Box will use its commercially reasonable efforts to secure the contractual right to do so), provide Enterprise Customer with access to a redacted version thereof so that Enterprise Customer can reasonably verify Box's compliance with its security obligations under this Agreement. Box may redact only information from the Box Audit Report or other audit report that may compromise the security of Box's information technology environment or the confidentiality of any third-party confidential information.

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(ii)   Box will make prompt, good faith, commercially reasonable efforts to remediate (1) any errors identified in a Box Audit Report that could reasonably be expected to have an adverse impact on Enterprise Customer's and its End User's use of the Box Service, and (2) material control deficiencies identified in the Box Audit Report.

8.4   Data Integrity. Box will take all commercially reasonable measures and all measures it generally provides to all other business, commercial or enterprise customers, which shall at a minimum be consistent with the Box Online Information Security Policy, including regular data integrity audits as set forth in the *Keeping Your Content Secure* section of Exhibit A, to protect Enterprise Customer Data against deterioration or degradation of data quality and authenticity.

8.5   Response to Legal Orders, Demands or Requests for Data. Upon receipt of valid legal process (the "**Legal Request**"), Box will attempt to redirect the requesting third party to Enterprise Customer to acquire any Enterprise Customer Data. If Box's redirecting efforts are unsuccessful, and provided Box is not prohibited by law from doing so, Box will, prior to disclosure, provide as much advance notice as possible, but at least thirty (30) days advance notice if at all possible to Enterprise Customer of the Legal Request, which notice will include, to the extent permitted by law, a copy of the Legal Request received by Box from the third party. Box will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request unless Enterprise Customer has taken appropriate legal steps (e.g., motion to quash or motion for a protective order) to stop or limit Box's response. With respect to any legal process served on Enterprise Customer for which Enterprise Customer intends to respond, Enterprise Customer will have access to and may extract for itself, Enterprise Customer Data. If Enterprise Customer is unable to access Enterprise Customer Data using the tools and Documentation provided by Box, then, upon request, Box will, at no cost to Enterprise Customer, provide commercially reasonable assistance to enable Enterprise Customer to obtain for itself and extract the Enterprise Customer Data.

8.6   Security Incident Response.

(a)   Upon Box (which includes Contractors/Agents) becoming aware of: (i) any unlawful or unauthorized access to any Enterprise Customer Data stored on equipment used by or on behalf of Box or in facilities used by or on behalf of Box; (ii) any unlawful or unauthorized access to any such equipment used by or on behalf of Box or in facilities used by or on behalf of Box that has resulted in, or Box reasonably expects to result in, loss, disclosure or alteration of Enterprise Customer Data or any such equipment or facilities; or (iii) any incident for which Box is unable to promptly determine whether any unlawful or unauthorized access to any Enterprise Customer Data stored on any such equipment used by or on behalf of Box or in facilities used by or on behalf of Box has occurred (each a "**Security Incident**"), Box will: (1) promptly notify Enterprise Customer of the Security Incident in a timely manner to meet the state breach notification laws applicable to Enterprise Customer; (2) promptly investigate the Security

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Incident and provide Enterprise Customer with detailed information about the Security Incident; and (3) to the extent that a Security Incident is not caused by the negligence or willful misconduct or illegal act of Enterprise Customer or any End User or by the breach of this Agreement by Enterprise Customer or a breach by an End User of the Terms of Service, take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Following the occurrence of a Security Incident (other than the occurrence of an unsuccessful Security Incident as defined in Section 8.6(b)), Box will take prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

(b)   An unsuccessful Security Incident will not be subject to the terms and conditions of this Section 8.6, "Security Incident Response". An unsuccessful Security Incident is one that Box has been able to promptly determine resulted in no unauthorized access to Enterprise Customer Data and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.

(c)   Box's obligation to report or respond to a Security Incident under this Section 8.6 is not and will not alone be construed as an acknowledgement by Box of any fault or liability with respect to the Security Incident.

8.7   Data Retention and Disposal.

(a)   Box will not securely delete or otherwise delete data in an End User's account until the Enterprise Customer or End User deletes such data or Box deletes such data after termination or expiration of the Term in strict accordance with Section 8.8 below.

(b)   Box will provide Enterprise Customer on an ongoing basis with access to reports on the Box Services and Enterprise Customer may copy and retain those reports as Enterprise Customer may deem reasonably necessary.

(c)   Optional archiving services available as part of the Box Service will enable Enterprise Customer to immediately place a "hold" on the destruction of Enterprise Customer Data that has been archived.

8.8   Data Transfer Upon Termination or Expiration.

(a)   No later than three (3) business days prior to the expiration or earlier termination of this Agreement, Enterprise Customer shall contact Box and inform Box whether to, on the date this Agreement expires or is earlier terminated: (i) disable Enterprise Customer's Accounts, and then promptly securely delete the Enterprise Customer Data or (ii) retain Enterprise

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Customer Data in Enterprise Customer's account (the account features and functionality of which will then be limited to data retrieval features and functionality) for ninety (90) days after the expiration or earlier termination of this Agreement (the "**Retention Period**") so that Enterprise Customer may extract the data, including in bulk, using the Management Console, including through use of Enterprise Customer Applications.

(I)   If Enterprise Customer elects the option under Section 8.8(a)(i) above, then Enterprise Customer will not be able to extract the Enterprise Customer Data from Enterprise Customer's account after this Agreement expires or is earlier terminated. If Enterprise Customer elects the option under Section 8.8(a)(ii) above, Enterprise Customer will reimburse Box for any applicable costs in an amount not to exceed an amount equal to a three (3) month pro-rated portion of the most recent annual Fee paid by Enterprise Customer. If Enterprise Customer does not make an election under Section 8.8(a) in a timely manner (i.e., if Enterprise Customer fails to make an election under Section 8.8(a) at least three (3) business days prior to the expiration or earlier termination of this Agreement), Enterprise Customer will not be deemed in breach of this Agreement and Enterprise Customer will be deemed to have made the election in Section 8.8(a)(ii) such that Box will retain the Enterprise Customer Data in accordance with Section 8.8(a)(ii) above.

(II)   Promptly following the expiration of the Term if Enterprise Customer has exercised its option under Section 8.8(a)(i), or promptly following expiration of the Retention Period if Section 8.8(a)(ii) is applicable, Box will disable the applicable Enterprise Customer's Accounts and securely delete the Enterprise Customer Data. As used in this Agreement, the term "securely delete" with respect to the Enterprise Customer Data means that once Box securely deletes Enterprise Customer Data from the Box Service, no person or entity will be able to reasonably locate or extract the Enterprise Customer Data from the Box Service.

(b)   Following the expiration of the Term, except as described in Section 8.8(a), Box will have no obligation to continue to hold, export or return Enterprise Customer Data. Box will have no liability whatsoever to recover Enterprise Customer Data that has been securely deleted (i) after the end of the Term if Enterprise Customer has exercised its option under Section 8.8(a)(i), or (ii) after the end of the Retention Period if Section 8.8(a)(ii) is applicable.

8.9   In the event that any of the current or future features of the Box Service exceeds any of the standards described above in this Article 8, this Article 8 shall in no way be deemed to limit Box's obligations to deliver those features to Enterprise Customer.

8.10   It is understood that Enterprise Customer shall receive at least all features generally offered by Box to its "personal account" customers, including, without limitation, all "Box Sync" features, no later than when generally offered by Box to its "personal account" customers. For purposes of clarification, this Section 8.10 is not intended to limit Box's obligations, or Enterprise Customer's rights, under Section 4.2.

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9. Term and Termination

9.1 **Term**. The "Term" of this Agreement will commence on the Effective Date and will continue for a period of one (1) years thereafter (the "**Initial Term**"), unless earlier terminated in accordance with a Party's rights hereunder or by mutual written agreement of the Parties.

9.2 **Renewal**. Unless otherwise terminated as provided for herein, this Agreement will automatically renew following the Initial Term for consecutive one (1) year periods (each a "**Renewal Term**") unless (a) either Party provides the other Party with its intent not to renew the Initial Term or the then-current Renewal Term, as the case may be, at least nine (9) months prior to the end of the Initial Term or the then-current Renewal Term, as the case may be; or (b) any such automatic renewal is prohibited by Applicable Law. Enterprise Customer represents that it has accurately identified in Exhibit 9.2 any restrictions imposed by Applicable Law on the automatic renewal of this Agreement. The Initial Term and all Renewal Terms are collectively referred to herein as the "**Term**". In addition, each twelve month period (commencing on the Effective Date and commencing each anniversary of the Effective Date thereafter) during the Term is referred to herein as a "**Contract Year**".

9.3 **Exclusivity.** During the Term, Enterprise Customer will not obtain any Deliverables or any other products or services from Box except through Internet2 pursuant to this Agreement.

9.4 **Termination by Enterprise Customer.**

(a) Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Enterprise Customer shall have the right, for any reason or no reason at all, to terminate this Agreement within ninety (90) days of the commencement of the Term. Such right of termination shall be exercisable by Enterprise Customer giving written notice of termination to Internet2 no later than the end of such ninety (90) day period.

(b) In addition, Enterprise Customer shall have the right to terminate this Agreement (i) as set forth in Sections 4.5 and 9.6; and (ii) in addition, at any time during the Term, on written notice to Internet2 (A) in the event any change in the Terms of Service is unacceptable to Enterprise Customer; (B) in the event any change in the Box Online Information Security Policy is unacceptable to Enterprise Customer; (C) if, despite Enterprise Customer's timely objection to Box of a planned or adopted Modification to the Box Services and/or the Box Software as set forth in Section 4.2(a) above, Box nonetheless proceeds or has proceeded with the applicable Modification; or (D) if Enterprise Customer receives Service level credits three (3) or more times during any Contract Year, under Section B.3 or Section B.4 of the Service Level Commitment.

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9.5   Termination of I2 Box Agreement. In the event Internet2 terminates the I2 Box Agreement or the I2 Box Agreement otherwise terminates or expires, unless it is extended by Box and Internet2, all obligations of Internet2 under this Agreement, other than Internet2's confidentiality obligations, shall immediately cease and Enterprise Customer shall have the right to continue to use the Deliverables as set forth herein pursuant to a separate agreement to be entered into between Box and Enterprise Customer in substantially the same form as this Agreement, at the then current rates in effect for Enterprise Customer under this Agreement (provided that if such rates are less than the amounts otherwise payable by Internet2 to Box under the I2 Box Agreement for Enterprise Customer, such rates will be increased to those rates that had been payable by Internet2 to Box for such Enterprise Customer under the I2 Box Agreement, as such rates may be adjusted in accordance with Section 5.1(a) of this Agreement) and, with respect to any additional years (i.e., beyond the **Contract Year**s already contracted for under this Agreement) of use of the Deliverables such will be covered by a separate agreement, at then current rates offered by Box or at any other rates agreed to by Box and the Enterprise Customer.

9.6   Notice of Material Breach or Default. If either Party or, in the case of Enterprise Customer, Box, commits a material breach or default in the performance of such entity's obligations under this Agreement, the aggrieved entity may give the breaching or defaulting entity, written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the defaulting or breaching entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting and non-breaching entity, at its option, may elect to terminate this Agreement on written notice to the other entities at any time thereafter while the breach or default remains uncured.

9.7   Injunctive relief. A breach by Box of the confidentiality obligations of this Agreement will cause Enterprise Customer to incur irreparable damage that could not be adequately remedied by an action at law. Therefore, Enterprise Customer shall have the right to enjoin any such breach or attempted breach, as well as the right to specific performance, such rights being in addition to all other rights and remedies that are available to Enterprise Customer at law, in equity, or otherwise.

9.8   Post-Termination Obligations. Upon termination of this Agreement for any reason, subject to Section 9.9, any and all liabilities accrued prior to the effective date of the termination will survive.

9.9   Refunding of Fees. If termination of this Agreement is by Enterprise Customer as described in Section 9.4(b) or as a result of the I2 Box Agreement terminating under the conditions described in Section 4.5 above, Box will, with respect to any monies prepaid by Internet2 to Box relating to Enterprise Customer, refund to Internet2 such prepaid monies paid

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under the I2 Box Agreement, after which Internet2 will in turn refund to Enterprise Customer the prepaid Fees, for any period of the Term which has not yet occurred. The only instances in which the partial reimbursements discussed in the prior sentence shall not occur if this Agreement terminates before the end of the Term is where the termination is pursuant to Section 9.4(a), Section 9.5 (but only if Internet2 is not entitled to a payment in connection with Enterprise Customer under the I2 Box Agreement as a result of such termination of that agreement), or Section 9.6 as a result of an uncured material breach or default by Enterprise Customer.

10. Miscellaneous

10.1 Contractual Relationship.

(a)   The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or between either of the Parties and Box or to impose any partnership liability upon any Party or Box. No officer, director, employee, Affiliate, agent or subcontractor retained by Box to perform work on Enterprise Customer's behalf under this Agreement shall be deemed to be an employee or agent of Internet2 or Enterprise Customer.

(b)   Enterprise Customer shall be deemed a third party beneficiary of the I2 Box Agreement solely in connection with (i) enforcing Box's obligations under the I2 Box Agreement to fulfill and comply with the obligations, representations, warranties and covenants of Box set forth in this Agreement or the I2 Box Agreement, including, without limitation by sending notice to Box of a material breach or default under the I2 Box Agreement, and (ii) being able to bring claims in respect thereof against Box under the I2 Box Agreement. Therefore, in the event of a breach or alleged breach by Box of any of the obligations, representations, warranties or covenants of Box set forth in this Agreement or the I2 Box Agreement, Enterprise Customer shall have the right to assert and pursue claims of breach of contract under the I2 Box Agreement and this Agreement directly against Box, in each case, subject to the other terms and conditions of this Agreement. For the avoidance of doubt, for an Enterprise Customer, the limitation of liability provision in the I2 Box Agreement is not intended to and will not expand Box's liability from that it would otherwise have vis a vis such Enterprise Customer under this Agreement.

(c)   Box shall be deemed a third party beneficiary of this Agreement solely in connection with enforcing the obligations of Enterprise Customer arising under, and being able to bring claims against Enterprise Customer under, this Agreement. Therefore, in the event of a breach or alleged breach of this Agreement by Enterprise Customer, Box shall have the right to assert and pursue claims for breach of contract directly against Enterprise Customer, subject to the other terms and conditions of this Agreement.

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(d)   Box may use Contractors/Agents to perform its obligations. All actions of Contractors/Agents are attributable to Box for all purposes under this Agreement. Without limiting the foregoing, Box will be liable for a failure by any Contractors/Agents to comply with all of the applicable terms of this Agreement, to the same extent that Box would be liable for a failure to comply with all of the applicable terms of this Agreement if it were performing the role performed by Contractors/Agents. In addition, either Party may use independent contractors, subcontractors, or other non-employees ("Party Contractor/Agents") to perform any of its obligations or to act on behalf of that Party. All actions of Party Contractors/Agents are attributable to such Party for all purposes under this Agreement.

10.2   Notices. Any notice or other communication under this Agreement given by any Party or Box to the others will be in writing and will be effective upon delivery when: (a) delivered in person; or (b) sent via email for such Party or Box with a confirmation telephone call, in each case specifically referencing a notice given under this Agreement; provided, however, that a copy of any notice asserting a material breach or default or terminating this Agreement will also be delivered in writing by overnight courier. All notices will be addressed as follows (or to such changes address of which one Party or Box notifies the others in accordance with the foregoing):

If to Box:	Box, Inc.
	220 Portage Ave.
	Palo Alto, California 94306 U.S.A.
	Attn: Box Global Legal Operations
With (copy) to:	Box, Inc.
	220 Portage Ave.
	Palo Alto, California 94306 U.S.A.
	Attn: Controller
If to Enterprise Customer:	Administrative Legal Services
	University of Wisconsin-Madison
	361 Bascom Hall
	500 Lincoln Drive
	Madison, Wisconsin 53706
	Attn: Nancy K. Lynch, Senior University

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	Legal Counsel Email: nlynch@vc.wisc.edu Phone: (608) 263-7400
With (copy) to:	
If to Internet2:	UCAID/Internet2 1000 Oakbrook Drive, Suite 300 Ann Arbor, MI 48104 Attn: James A. Pflasterer, CFO E-mail: japflasterer@internet2.edu
With (copy) to:	Arent Fox LLP 1050 Connecticut Avenue, NW Washington, DC 20036 Attn: Alan G. Fishel, Esq.

10.3   Non-waiver. 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.

10.4   Assignment. Except as provided in the next sentence, neither Party nor Box will directly, indirectly, by operation of law or otherwise assign all or any part of this Agreement or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Box will have the right to assign or transfer all of its rights or obligations and delegate all of its obligations under this Agreement to (i) an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock, provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of this Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and Box and their respective successors and permitted assigns.   This section is not intended to limit Box's or either Party's rights or obligations under Section 10.1(d).

10.5   Integration. This Agreement, including Exhibits A, B, C, D and Exhibits, 1.9, 6.4(a), and 9.2 which are attached hereto and incorporated herein by this reference, together with any other Exhibits which may hereafter be attached hereto in accordance with the terms of this Agreement, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect.

10.6   Severability. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

10.7   Governing Law; Dispute Resolution. This Agreement and the rights and obligations of the Parties and Box hereunder shall be governed by the law of the state in which Enterprise Customer's main campus is located, without reference to choice of law principles. Any disputes arising out of or related to this Agreement shall be brought only in courts of competent jurisdiction in the state in which Enterprise Customer's main campus is located, following good-faith efforts by the Parties and, if applicable, Box, to negotiate a resolution; and, Enterprise Customer, Internet2 and Box hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.

10.8   Survival. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the parties beyond any termination, cancellation or expiration of this Agreement.

10.9   Force Majeure. In the event that either Party or Box is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the entity invoking this provision, the affected entity's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected entity resumes performance as soon as it is reasonably able to do so and that the affected entity (a) provides the other entity(ies) prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

10.10   No Drafting Presumption. The Parties agree that the terms of this Agreement were mutually negotiated and shall not be construed either in favor or against either of them or Box by virtue of the extent of the Parties' or Box's involvement in preparing or reviewing this Agreement.

10.11   Good Faith. The Parties and Box will act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

10.12 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by facsimile will be considered an original for purposes of this Agreement.

10.13 Effect of Termination. Whenever a Party has a right to terminate this Agreement, unless expressly stated otherwise, such Party will not incur any liability as a result of such termination.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

By: _____
Name: _____
Title: _____

University Corporation for Advanced Internet Development d/b/a Internet2

By: _____
Name: James A. Pflasterer
Title: CFO

[SIGNATURE PAGE]

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EXHIBIT A

BOX'S HIGH LEVEL SPECIFICATIONS FOR THE DELIVERABLES AND ASSOCIATED ACCOUNTS

Box will provide Enterprise Customer with access to storage on Box's servers connected to the Internet subject to the terms and conditions of this Agreement. Enterprise Customer will have the right and ability to subdivide this storage among Accounts, creating up to the total number specified by this Agreement, and assign them to Managed Users. Managed Users will have access to all features and privileges that Box generally makes available to its general "personal account" customers, except (a) where such features and privileges are otherwise assigned under this Agreement to an Enterprise Customer Administrator; or (b) where such terms specifically conflict with this Agreement, in which case this Agreement supersedes those features/privileges. Managed Users may (i) upload and download files of any type, subject to the terms and conditions of this Agreement; (ii) access their stored files from any computer or Internet-enabled device with a web browser, without the need to install software; and (iii) share specific files or folders with others via a secure public URL.

Box will provide the Enterprise Customer Administrator(s) with a login and password (which may be changed by the Enterprise Customer Administrator(s) after initial login) for the Management Console. Box will provide a mechanism for the Enterprise Customer Administrator(s) to link the Box service account with their own campus single-sign-on ("**SSO**") account. The Enterprise Customer Administrators will have the right to access the Management Console from a web browser. The Enterprise Customer Administrator(s) will provide Box with an initial list of Managed User login and password information, for whom Box will create Accounts. Thereafter, the Enterprise Customer Administrator(s) will use the Management Console to create or delete Accounts, up to the number of Accounts specified by this Agreement. Once a Managed User Account is established, Box will provide a mechanism for the managed account holder to link the Box service with their own campus SSO account, allowing the Enterprise Customer to better integrate the Box service. The Enterprise Customer Administrator(s) will have the right to establish an upper limit on allowed usable storage per Account, on a case-by-case basis, up to the maximum capacity permitted under this Agreement. The Enterprise Customer Administrator(s) will have the right to log into any of the Accounts for Enterprise Customer at any time by clicking on a "View Account" button in the Management Console. Enterprise Customer Administrators can monitor activity for any of the Accounts individually or in the aggregate, including storage currently in use, bandwidth used since the first day of the current month, most recent login activity, Managed Users currently using the Accounts, and date of last upload or download and action taken at that time.

BOX'S HIGH LEVEL SPECIFICATIONS FOR THE BOX SERVICE AND ASSOCIATED ACCOUNTS

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Box Enterprise Functionality

1.   Online Workspaces
Create shared workspaces and easily invite team members to upload files, start discussions and collaborate online.
2.   File Sharing
Easily share large files both within your company and with external partners replacing FTP software and email attachments. You can even see when your files are downloaded.
3.   Folder Layers
Create and organize multiple layers of folders replacing your file server with an online company-wide file system.
4.   Mobile Access
View your files on any browser-enabled mobile device and use Box's apps on an Android Smartphone, iPhone, iPad, and Blackberry.
5.   File Commenting, Group Discussions and Online Documents
Leave comments attached to a specific document, start a group discussion, or create and share a simple document.
6.   Updates
Like a newsfeed for your shared workspace, keep up with all activity via the Updates tab in Box and through email.
7.   Version History
View previous versions of your files even after changes are made and new versions are uploaded.
8.   User Management
Manage users easily, control data access and review reports on content usage and activity using the Admin Console.
9.   Security Controls
Set various levels of view and edit permission, set up a time to auto-delete a file or deactivate a link, and password protect sensitive folders or files
10.   Easy-to-Use
Minimize user training and support costs, eliminate software or hardware maintenance, and get started in just minutes.
11.   Box Sync
Sync desktop files to Box. Access Box folders and shared files right from your desktop. *Box Sync App limited to the lesser of 2.5% per user tier or 1000 enabled users per Enterprise Customer for 2011 and through March 31, 2012. April 1st, 2012, Box Sync limit will increase to the greater of 1000 or 5% of licensed users per Enterprise Customer. Box will make Sync functionality generally available to all End Users when it generally releases the Sync functionality to all personal account holders.

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EXHIBIT B

SERVICE LEVEL COMMITMENTS

This Exhibit details the levels of service to be provided by Box to Enterprise Customer (hereinafter sometimes referred to in this Exhibit B as "**Customer**") for the provision of Box Service set forth in the preceding provisions of the Agreement. Any capitalized term used in this Exhibit and not defined herein will have the meaning given to such term set forth in the preceding provisions of the Agreement. Subject to the written agreement by the Parties and the concurrence of Box, these "Service Level Commitments" may be extended to cover subsequent project phases, and related systems configurations, applications and services. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions set forth in the preceding provisions of the Agreement, the terms and conditions set forth in the preceding provisions of the Agreement will control.

B.1   Exhibit Definitions

"**Business Day(s)**" means the Box support team's standard working day (excluding public holidays), as further defined in section B.4.

"**Customer Core Group**" means Customer's employees who have been trained on the Service(s) and who are familiar with Customer's business practices.

"**Customer User Community**" means all End Users.

"**Errors**" means the material failure of the Box Service to conform to its functional specifications. Errors resulting from the improper use of the Box Service by Customer or End Users or Customer's or End User's use of the Box Service with any hardware or software not identified as compatible by Box will not be considered Errors.

"**Procedural Issues**" means those issues that are to be addressed by Customer by adjusting a specific Customer process to access any Box Service.

"**Request**" means a request to modify any Box Service outside of the scope of the functional specifications.

"**Scheduled Available Time**" means twenty-four (24) hours a day, seven (7) days a week excluding Scheduled Downtime and Recurring Downtime (each as defined in section B.3.2).

"User Administration Support" means issues that impact the usability of the Box Service and are addressable through the adjustment of user access privileges, processes or procedures.

B.2   Scope of Service Level Commitments

This Exhibit defines service levels for the Box Service offered by Box to Customer. The obligations in this Exhibit do not extend to ongoing test or training instances of the Box Service provided to Customer by Box.   In addition, unless the Errors set forth below are caused by Box (which includes Errors caused by Contractors/Agents, as all references below to Box in the Agreement also include Contractors/Agents), the obligations in this Exhibit do not extend to

> Errors resulting from any modification of the Box Service made by any person other than Box;

> Errors caused by third party hardware or software used by Customer or any End Users;

> Errors caused by the improper operation of the Box Service by Customer or End Users;

> Errors caused by accidental or deliberate damage;

> Errors caused by use of the Box Service other than in accordance with any user documentation or the reasonable instructions of Box; or,

> Errors affecting less than 1% of Managed Users.

B.3   Service Level Management

B.2.1   Hosted Facility

The Box hosted facility is located in an unmarked and confidential building. Video surveillance and security personnel continually monitor this facility. The Box environment is housed in a dedicated and secure cage within this facility. The Box hosted facility utilizes state-of-the-art biometric security to enforce physical access limitations to the Box environment. Access to this hosted facility is restricted to authorized operations personnel. Access to the Box cage within the hosted facility is also restricted to authorized operations personnel. Box utilizes granular levels of data security in all layers of the network, system and application environments to attempt to ensure that the safety and integrity of Customer's data is not compromised. Security policies and procedures of the Box environment are constantly updated and the operations personnel monitor the security.

B.2.2   Proactive Monitoring

The Box environment is closely monitored with proactive solutions. Operations personnel are notified by the proactive monitoring solutions if there are any material Errors in the Box Service.

B.2.3 Operational Problem Resolution

Upon Error detection, the Box operations staff notifies the Box support staff, and proactive Customer notification occurs at this time if significant Customer impact has resulted or is expected. The Box operations staff then begins working to attempt to resolve the cause of the Error within the Response Times set forth in B.5.2.

B.3 Guaranteed Availability Times

B.3.1 Guaranteed Up Times

Upon acceptance of an Order from Internet2 by Box, the Box Service will be available to Customer for 99.9% of all Scheduled Available Time, as calculated on a monthly basis and excluding circumstances beyond Box's reasonable control (including, without limitation, any force majeure events described in the Agreement). Box cannot guarantee the performance and/or availability of local ISPs employed by Customer, or any network beyond the demarcation or control of Box.

B.3.2 Downtime

Downtime refers to any periods within the Scheduled Available Time (excluding Scheduled Downtime and Recurring Downtime) during which the applications, systems and networks used to offer the Box Service are unavailable because of any outage that is unplanned. Box will provide Enterprise Customer with at least seventy-two (72) hours prior written notice scheduled downtime for planned upgrades and maintenance ("**Scheduled Downtime**"). The Scheduled Downtime shall be limited to a maximum of four (4) hours, and wherever possible, the Scheduled Downtime will be targeted for Sundays or off-peak hours. Any overrun beyond the planned completion time will be considered Downtime. Without limiting the foregoing, recurring Downtime of four (4) hours per month on the third Saturday of the month from 12:00 A.M. to 4:00 A.M. PST ("**Recurring Downtime**") is reserved by Box for routine maintenance.

B.3.3 Credits for Exceeding Targeted Downtimes

In the event Box does not meet the 99.9% availability described above in B.4.1 in any month, because Enterprise Customer is pre-paying for a Contract Year in one lump sum payment rather than making monthly payments, Box will, in each such instance, provide a credit to that portion of the Customer's annual Fee that Box received from Internet 2 that is attributable to such month in which Box did not meet the required availability (calculated on a pro-rated monthly basis) for the subsequent Contract Year following such downtime or, if there is no subsequent Contract Year, at the end of the Term Box will refund to Internet2, who will in turn refund to Enterprise Customer, a dollar amount equal to the dollar value of the credit(s), as per the following schedule:

TECH\1090822.4

Uptime Achieved (Calculated each Month)	Credit/Refund Available (against fees attributable to such month
Less than 99.9% but more than 99.8%	10%
Less than 99.8% but more than 99.7%	20%
Less than 99.7% but more than 99.6%	30%
Less than 99.6% but more than 99.5%	40%
Less than 99.5% but more than 99.4%	50%
Less than 99.4% but more than 99.3%	60%
Less than 99.3% but more than 99.2%	70%
Less than 99.2% but more than 99.1%	80%
Less than 99.1% but more than 99.0%	90%
Less than 99.0%	100%

If Customer receives Service level credits three (3) or more times during any one Contract Year period under this Section B.3.3, Customer will have the right to terminate this Agreement and be refunded from Internet2 an amount equal to the prepaid Fees for any period of the Term which has not yet occurred, with such refund to be paid by Internet2 after Internet2 receives a refund from Box of the corresponding prepaid monies paid by Internet2 to Box in respect of Enterprise Customer under the I2 Box Agreement, which Box will promptly pay.

B.4   Support Services

Box phone 1-800-875-8230 and support https://support.box.com/home will be operational twenty-four (24) hours a day, Monday through Sunday, excluding Box corporate holidays (which shall be divulged to Customer each Contract Year) and national U.S. holidays. Box will communicate only with Enterprise Customer Administrators designated by Customer and not End Users who are not Enterprise Customer Administrators. The Customer User Community will address all problems through the Customer Core Group. The Customer Core Group will:

Attempt to validate and recreate Errors;

Address Procedural Issues;

Provide first-level User Administration Support;

Report all unresolved problems to Box Support; and

Provide additional information for testing and analysis purposes to assist with issue resolution.

In no event, however, will Enterprise Customer be deemed in breach of the Agreement for failure by the Customer Core Group to perform any of the immediately preceding five (5) enumerated functions.

B.4.1 Case Prioritization

Cases received by the Box support team will be classified as an Error or a Request and reasonably assigned a priority by Box. The following priorities and their meanings are used in the Agreement:

Level 1 – Major Business Impact – Critical – Service/Function Down. This is the highest category and indicates that the business operations are halted, the Box Service is down, and Customer is unable to perform its primary business function.

Level 2 – Significant Business Impact – Major – Functionality Impaired. Used to denote problems that have a significant impact on Customer's ability to conduct part of its business, but does not impair mission-critical business functions.

Level 3 – Restricted Business Impact – Significant – Minor Functionality Impairment. Used to describe calls that are restricted to a single user or, if more than one user is affected, where a workaround is available allowing Customer to continue to conduct business.

Level 4 – No Business Impact – General Questions/Issues – Basic Support Question. These calls relate to faults or requests that have no discernible impact on Customer's ability to conduct normal business.

B.4.2 Response Times

Customer will receive an acknowledgment for all Level 1 issues within one (1) hour of Box's receipt of notification of the issue and for all Level 2 issues within four (4) hours of Box's receipt of notification of the issue. This will include the priority assigned to the case, any actions taken, immediate resolution if available, and any escalation plans. All Level 3 and Level 4 cases will receive an acknowledgment as specified below.

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Priority Level	Acknowledgement Time
Level 1 – Major	Within 1 hour of receipt of notification of issue
Level 2 – Significant	Within 4 hours of receipt of notification of issue
Level 3 – Restricted	Within 1 Business Day of receipt of notification of issue
Level 4 – No Impact	Within 5 Business Days of receipt of notification of issue

B.4.3 Resolution Times

In view of the variety of issues that can arise, there can be no guarantee of fix times, although every effort will be made to minimize disruption to service. The target time for problem resolution is:

Priority Level	Resolution Target
Level 1 – Major	Within 24 hours of acknowledgement
Level 2 – Significant	Within 1 Business Day of acknowledgement
Level 3 – Restricted	Within 5 Business Days of acknowledgement
Level 4 – No Impact	Will be determined by action plan

Error correction is subject to verification and reproduction of the Error by Box, with Customer's reasonable assistance verifying and reproducing the Error. Error correction may include a temporary workaround, patch or bypass supplied by Box, or a computer or operating routine by Customer, in order to diminish or avoid the effect of the Error. Once Box has identified corrective measures to fix the Error, Customer will be required to test and accept the fix, work on data issues if data has been impacted, and agree upon a mutually agreeable time when the fix can be implemented on the production platform.

B.4.4   Credits for Failure to Meet Resolution Times

Provided that a Customer has opened a support ticket regarding a Box Service issue, Box will credit or, in the event of the expiration or termination of this Agreement, refund monthly fees (or equivalent pro-rated portion of annual fees paid) for Level 1 and Level 2 Cases only per the following schedule and in accordance with Section B.5 below:

Severity Level	Time Beyond Target Resolution	Credit/Refund Available
Level 1 – Major Case	2 Hours	10% credit
	4 Hours	20% credit
	6 Hours	30% credit
	8 Hours	40% credit
	10 Hours	50% credit
	12 Hours	60% credit
	14 Hours	70% credit
	16 Hours	80% credit
	18 Hours	90% credit
	20 Hours	100% credit
Level 2 – Significant Case	2 Hours	5% credit
	4 Hours	10% credit
	6 Hours	15% credit
	8 Hours	20% credit
	10 Hours	25% credit
	12 Hours	30% credit
	14 Hours	35% credit
	16 Hours	40% credit
	18 Hours	45% credit
	20 Hours	50% credit

B.5   Availability of Credits

Internet2 will on behalf of Customer issue service credits on future billing cycles or as a refund against annual Fees paid, as determined by Enterprise Customer, once Box credits or refunds the appropriate amounts to Internet2 in accordance with the I2 Box Agreement. All service level credits for which Customer is eligible will be applied to Customer's account or refunded, as applicable, within thirty (30) days following the month in which Customer is eligible for such service credits or refunds, but no sooner than Box provides Internet2 with the appropriate credits or refunds as required under the I2 Box Agreement. In no event will service level credits in any month exceed 100% of Customer's Fees for the month in which the refund or credit is paid. If Customer receives Service level credits three (3) or more times during any one Contract Year period, Customer will have the right to terminate this Agreement and be refunded from Internet2 an amount equal to the prepaid Fees for any period of the Term which has not yet occurred, with such refund to be paid by Internet2 after Internet2 receives the appropriate refunded amount from Box in accordance with the I2 Box Agreement, which Box will promptly pay. For purposes of clarification and notwithstanding anything to the contrary contained in this Agreement, the refunds referred to above in this Section B.5 will only be issued by Internet2 in the event of the expiration or termination of this Agreement and only after Box refunds the appropriate amounts to Internet2 in accordance with the I2 Box Agreement.

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EXHIBIT C

SERVICE PACKAGE "TIER"	DESCRIPTION	ANNUAL LICENSE FEE PER CONTRACT YEAR OF THE TERM		2 YEAR PRE-PAY		3 YEAR PRE-PAY	
Tier1	Maximum Actual Campus Size*: 10,000 Storage: 20TB	Internet2 Member $29,000	Non-Internet2 Member $33,125	Internet2 Member $56,550	Non-Internet2 Member $62,644	Internet2 Member $82,650	Non-Internet2 Member $91,556
Tier2	Maximum Actual Campus Size*: 25,000 Storage: 50TB	Internet2 Member $65,000	Non-Internet2 Member $74,200	Internet2 Member $126,750	Non-Internet2 Member $144,690	Internet2 Member $185,250	Non-Internet2 Member $211,470
Tier3	Maximum Actual Campus Size*: 50,000 Storage: 100TB	Internet2 Member $116,000	Non-Internet2 Member $132,500	Internet2 Member $226,200	Non-Internet2 Member $258,375	Internet2 Member $330,600	Non-Internet2 Member $377,625
Tier4	Maximum Actual Campus Size*: 100,000 Storage: 200TB	Internet2 Member $197,000	Non-Internet2 Member $225,250	Internet2 Member $384,150	Non-Internet2 Member $439,238	Internet2 Member $561,450	Non-Internet2 Member $641,963
Tier5	Maximum Actual Campus Size*: 150,000 Storage: 300TB	Internet2 Member $287,500	Non-Internet2 Member $328,600	Internet2 Member $560,625	Non-Internet2 Member $640,770	Internet2 Member $819,375	Non-Internet2 Member $936,510
Tier6	Maximum Actual Campus Size*: 200,000 Storage: 400TB	Internet2 Member $371,000	Non-Internet2 Member $424,000	Internet2 Member $723,450	Non-Internet2 Member $826,800	Internet2 Member $1,057,350	Non-Internet2 Member $1,208,400
One Time Startup Fee	**Internet2 Member** Tier 1 - 2: $5,000 Tier 3 - 4: $10,000 Tier 5 - 6: $15,000 **Non- Internet2 Member** Tier 1 - 2: $5,700 Tier 3 - 4: $11,400 Tier 5 - 6: $17,100						

Additional Terms:

- *Actual Campus Size will exclude all Applicable Healthcare Persons if the then applicable Contract Year is a Healthcare Exclusion and will include all Applicable Healthcare Persons if the then applicable Contract Year is not a Healthcare Exclusion Year.
- For each Contract Year, Enterprise Customer will have the right to select the minimum Tier of Service Package applicable to Enterprise Customer or any Tier of Service Package that is higher than the minimum Tier of Service Package applicable to Enterprise Customer.
- If this Agreement is executed on or before March 15, 2012, Enterprise Customer will receive 15 months of service for 12 months of payment, which benefit will be applied by reducing the annual Fee charged to Enterprise Customer for months 13 through 24 of the Term to a

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pro-rated dollar amount equal to 9 months of the otherwise applicable annual Fee per Contract Year of the Term.

- Enterprise Customer will be able to purchase through Internet2 additional storage from Box at 10TB increments for an additional $20K per Contract Year per 10 TB increment (subject to price changes pursuant to Section 5.1(b) of this Agreement).

- Enterprise Customer is entitled to the following pre-payment discounts: 2 year early pre-pay will be entitled to a 2.5% discount, 3 year early pre-pay results in a 5% discount. Such pre-payments may only be made for the period beginning on the Effective Date.

- If Internet2 implements one or more Service Package price increases during the Term and Enterprise Customer has pre-paid for multiple Contract Years, such price increases will not be applicable to Enterprise Customer for the Contract Years for which it initially pre-paid unless for such Contract Years Enterprise Customer increases its Tier of Service Package above the Tier that was applicable to the first Contract Year. In such an event of increase in Tier of Service Package, the then current Service Package prices (including any Service Package price increases that Internet2 has implemented) shall be applicable to Enterprise Customer for such Contract Years, provided, however, that Enterprise Customer shall still be entitled to the same pre-payment discount (i.e., a 2.5% discount off of the then current price for the second Contract Year and, if applicable, a 5% discount off of the then current price for the third Contract Year).

EXHIBIT D

Terms of Service

As of January 1, 2013

IMPORTANT LEGALLY BINDING AGREEMENT

Box, Inc. ("Box") is making the Box Service (as defined below) available to you ("You" or "Your") because You are a faculty member, staff member or student of The University of Wisconsin, Madison ("Educational Institution") or You have otherwise been invited by Educational Institution to access and use the Box Service. Please read these terms of service carefully before using the Box Service. These terms of service govern Your access to and use of the Box Service and constitute a legally binding agreement (this "Agreement") by and among You, Box and Educational Institution.

Irrespective of the physical location from which You access or use the Box Service, You will be considered to be accessing or using information technology at Educational Institution. Therefore, in addition to the obligations set forth in this Agreement, in connection with Your access to and use of the Box Service, You will, at all times, fully comply with all of Educational Institution's policies, practices (whether or not in writing), procedures, rules and acceptable and/or responsible use agreements that apply to Your access and/or use of information technology resources at Educational Institution, as they may be updated and/or newly created by Educational Institution from time to time (collectively, the "Institutional Policies"); and, such Institutional Policies are hereby incorporated into and made a part of this Agreement.

Your use of the Box Service is subject to the privacy policy located at http://www.box.com/static/html/privacy.html as it may be updated and/or newly created by Box from time to time ("Privacy Policy") (except to the extent inconsistent with the written agreement that gives Educational Institution the right to provide the Box Service to You); and, such Privacy policy is hereby incorporated into and made a part of this Agreement.

Your access to and use of the Box Service are governed exclusively by this Agreement, which includes the Institutional Policies and the Privacy Policy. Any other terms of service that are posted at Box's website located at http://www.box.com (the "Site") or that are otherwise provided by Box will not be deemed applicable to Your access to or use of the Box Service. In the event You have any questions about this Agreement, You should contact Educational Institution's Division of Information Technology Help Desk by e-mail at help@doit.wisc.edu.

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IF YOU ARE AT ALL UNCLEAR ABOUT HOW THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES AND THE PRIVACY POLICY) APPLIES TO YOUR ACCESS TO OR USE OF THE BOX SERVICE OR YOU THINK THAT YOUR ACCESS TO OR USE OF THE BOX SERVICE WOULD BE IN VIOLATION OF THIS AGREEMENT (INCLUDING ANY INSTITUTIONAL POLICIES OR PRIVACY POLICY), YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT THE OFFICE OR DIRECTOR OF INFORMATION TECHNOLOGY POLICY BEFORE ACCESSING OR USING THE BOX SERVICE.

PLEASE BE AWARE, AND YOU HEREBY AGREE, THAT YOUR ACT OF ACCESSING OR USING THE BOX SERVICE, WITHOUT ANY OTHER ACTION ON YOUR PART, INDICATES THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT UNDER ANY CIRCUMSTANCES ACCESS OR USE THE BOX SERVICE.

Educational Institution may, from time to time, deem it necessary to make changes to this Agreement. In the event Educational Institution makes changes to this Agreement, Educational Institution will endeavor to inform You that changes have been made to this Agreement (except that with respect to any Institutional Policy, Educational Institution's obligation, if any, to endeavor to notify you as to changes to such Institutional Policy will be governed by the terms of such Institutional Policy). You, however, have the obligation to routinely check the following webpage http://uwmadison.box.com to keep apprised of any changes made to this Agreement. Unless otherwise specified, changes made to this Agreement will be effective when they are posted to such web page. IF YOU DO NOT AGREE WITH ANY CHANGES THAT HAVE BEEN MADE TO THIS AGREEMENT IN THE INTERIM, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE YOUR USE OF THE BOX SERVICE.

I.   The Box Service

As used in this Agreement, "Box Service" means Box's hosted proprietary storage service providing online file storage and internet file sharing among users, together with all software provided or made available by Box and/or the Educational Institution to You to enable You to access and use such service in connection with Your being a faculty member, staff member or student of Educational Institution or otherwise being invited by the Educational Institution to access and use such service. Except for the rights granted in this Agreement, You, have no right, title, or interest in or to the Box Service. You agree that Box or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Box Service.

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II. Code of Conduct

You are responsible for all data and content that You upload to the Box Service or otherwise create using the Box Service (collectively, "Data"). In addition to any other terms and conditions of this Agreement, YOU AGREE TO ABIDE BY THE FOLLOWING RULES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE BOX SERVICE:

- You will not share passwords or other access information or devices or otherwise authorize any third party to access or use the Box Service on Your behalf.
- You will not engage in unlawful or illegal activity, including, without limitation, by engaging in unauthorized access or unauthorized use of the Box Service or any accounts, computers or networks related to the Box Service.
- You will not view any information that You are not authorized to view nor will You attempt to view or obtain any data through any means from the Box Service that You are not authorized to access or view.
- You will not use the Box Service to breach or violate any confidentiality obligations or privacy requirements, including, without limitation, by collecting or harvesting confidential information.
- You will not use the Box Service to misappropriate or violate the rights of any third party, including, without limitation, using the Box Service to store, send, or make available materials protected by intellectual property rights of third parties without the permission of the owner of the intellectual property rights, unless otherwise permitted by applicable law.
- You represent, warrant and covenant that You have all necessary rights in and to all Data You upload to the Box Service or otherwise create using the Box Service, and that the storage of such Data on the Box Service is proper and legal.
- You will not damage, disrupt, interfere with, diminish, or render inaccessible or unusable the Box Service, the Site or others' equipment or software or others' data, communications or use of the Box Service, or attempt to do so, or encourage or assist others to do so.
- You will not initiate a denial of service attack from or against the Box Service or release a virus, trojan horse, worms or other malware or spyware from or against the Box Service.
- You will not use the Box Service to engage in fraudulent activity.
- You will not use the Box Service to perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data.
- You will not use the Box Service to abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- You will not use the Box Service to libel or defame others.
- You will not use the Box Service to store, host, view or distribute child pornography.

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- You will not resell or charge others for the Box Service, either directly or indirectly.
- You will not attempt to reverse engineer any software provided in connection with the Box Service.
- You will not take any action that encourages or assists others in engaging in any acts prohibited under this Agreement (including, without limitation, providing others with the ability to access data they should not be able to access).
- You will not use the Box Service to misrepresent Your identity or impersonate any person.
- You will not use the Box Service to participate in pyramid schemes or chain letters.
- You will not use the Box Service for commercial purposes that are unrelated to the Educational Institution.
- You will abide by reasonable administrative directives issued by Box from time to time concerning the access or use of the Box Service.

III. Third Party Sites and Third Party Software Applications

When You use the Box Service, certain features or functionality of the Box Service may enable You to transmit data to sites on the Internet that are owned and/or operated by parties other than Box ("Third Party Sites"). Before You use the Box Service to transmit Data on a Third Party Site, You must first confirm that storing such Data on the Third Party Site would not violate any Institutional Policies that are applicable to You and/or the Data. If You choose to store Data on any Third Party Sites, in addition to any Institutional Policies that may be applicable to Your use of Third Party Sites, Your use of and the Data stored with such Third Party Sites will be subject to and governed by the rules of use set forth by the operator(s) of the Third Party Site(s). Box and Educational Institution do not have any control over the rules of use set forth by the operator(s) of Third Party Sites. Box and Educational Institution are not responsible for any Third Party Sites You access with the Box Service, and You irrevocably waive any claim against Box, the University Corporation for Advanced Internet Development d/b/a Internet2 ("Internet2") or the Educational Institution with respect to such Third Party Sites. It will be Your responsibility to comply with the rules of use set forth by the operator(s) of Third Party Sites.

You may be able to access and/or download from the Site and/or Third Party Sites software applications that third parties have created or may in the future create that allow users to access and use certain functionality and features of the Box Service ("Third Party Apps"). Before You access, download and/or use any Third Party Apps, You must first confirm that doing so would not violate any Institutional Policies that are applicable to You and/or the Data. If You access, download and/or use any Third Party Apps, in addition to any Institutional Policies that may be applicable to Your accessing, downloading and/or use of Third Party Apps, Your accessing, downloading and/or use of Third Party Apps will be subject to and governed by the terms and conditions set forth in one or more separate end user license agreements entered into between

You and the creators, publishers, providers and/or vendors of Third Party Apps. Box and Educational Institution do not have any control over the terms and conditions set forth in any such separate end user license agreements. Box and Educational Institution are not responsible for any Third Party Apps You access with the Box Service, and You irrevocably waive any claim against Box, Internet2 or the Educational Institution with respect to such Third Party Apps. It will be Your responsibility to comply with the terms and conditions set forth in any such separate end user license agreements.

IF YOU ARE UNCLEAR ABOUT HOW INSTITUTIONAL POLICIES APPLY TO YOUR USE OF THE BOX SERVICE OR HOW THIS AGREEMENT, INSTITUTIONAL POLICIES OR THE PRIVACY POLICY APPLY TO YOUR ACCESSING, DOWNLOADING AND/OR USE OF THIRD PARTY SOFTWARE OR THIRD PARTY APPS IN CONNECTION WITH THE BOX SERVICE, YOU SHOULD, AS APPLICABLE, DISCUSS THE MATTER WITH YOUR SUPERVISOR OR THE STEWARD OF THE DATA FOR WHICH YOU ARE THE CUSTODIAN, OR CONTACT THE OFFICE OR DIRECTOR OF INFORMATION TECHNOLOGY POLICY. YOU SHOULD BE AWARE THAT IN SOME INSTANCES INSTITUTIONAL POLICIES MAY, AMONG OTHER THINGS, PROHIBIT OR RESTRICT (1) YOUR USE OF THE BOX SERVICE, OR (2) YOUR RIGHT TO UPLOAD, ACCESS, DOWNLOAD OR USE CERTAIN DATA OR THIRD PARTY SOFTWARE OR THIRD PARTY APPS.

IV. Suspension and Termination of Your Use of the Service

If You breach or violate the terms and conditions of this Agreement, Your access to and use of the Box Service may be suspended or terminated without prior notice to You. In addition, Your access to and use of the Box Service may be suspended or terminated without prior notice to You in the event Educational Institution deems it necessary and acceptable to do so. You acknowledge that if Your access to and/or use of the Box Service is suspended or terminated, it is possible that You may no longer have access to the Data that You uploaded to the Box Service or otherwise created using the Box Service.

V. Sanctions, Disciplinary Actions and Legal Actions

Without limitation of Educational Institution's or Box's other rights or remedies, You acknowledge and agree that a breach by You of this Agreement may result in sanctions imposed by Educational Institution relating to Your use of information or information technology resources, disciplinary action taken by Educational Institution against You in accordance with Institutional Policies and/or in legal action taken by Educational Institution or Box against You.

VI. Right to Access Data

Educational Institution will have the right to access Your Data in accordance with the Institutional Policies. Box may also access Your Data in accordance with the terms and

conditions of the agreement between Internet2 and Educational Institution pursuant to which Box is providing the Box Service to You. Subject to the terms and conditions of the written agreement that gives Educational Institution the right to provide the Box Service to You, by using the Box Service, You hereby grant Box and its contractors an irrevocable, royalty-free, worldwide license to use, copy, and publicly display Your Data for the sole purpose of providing the Box Service to You.

VII.   Notices and Procedure for Making Claims of Copyright Infringement

Box and Educational Institution respect copyright law and require You to do the same. Box and Educational Institution expressly prohibit the use of the Box Service for the illegal transmission of copyrighted material, and will, if notified by content owners, disable copyrighted material from being transmitted via the Box Service.

VIII.   Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE "BOX SERVICE" IS BEING PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. BOX AND EDUCATIONAL INSTITUTION MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF THE BOX SERVICE FOR USE FOR YOUR PURPOSES, EXCEPT AS OTHERWISE PROVIDED HEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER EDUCATIONAL INSTITUTION, BOX, NOR INTERNET2, NOR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES OR CONTRACTORS, WILL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE BOX SERVICE FOR ANY REASON, OR WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE BOX SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF BOX, EDUCATIONAL INSTITUTION AND INTERNET2 AND THEIR RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES AND AGENTS, TO YOU

ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE TO DIRECT DAMAGES UP TO THE AMOUNT OF FIVE DOLLARS (USD $5.00) OR THE MINIMUM AMOUNT ALLOWED BY LAW, WHICHEVER IS GREATER.

IX. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state where the main campus of the Educational Institution is located, excluding the conflicts of law principles of such state.

X. General

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement will continue in effect. The failure of Box or Educational Institution to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. You are prohibited from assigning this Agreement or transferring Your rights under this Agreement to a third party; any assignment or transfer by You will be deemed void from inception.

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EXHIBIT 1.9

<u>Box Software</u>

1) Sync (windows, mac)

2) Box for Outlook

3) Box for Office

4) Box for Android Devices

5) Box for Android tablet

6) Box for Blackberry

7) Box for Blackberry Playbook

8) Box for iPad

9) Box for iPhone

10) Box for TouchPad

11) Box for SimpleShare

12) Box for e-mail

13) Box for Webdoc

14) Box for XML Viewer

EXHIBIT 6.4(a)

<u>Additional Representations, Warranties and Covenants of Box</u>

Box represents, warrants and covenants to Enterprise Customer that: (a) it is an "Equal Opportunity Employer"; (b) it is not and shall not be delinquent on the payment of any undisputed taxes due to any state in which an Enterprise Customer is located; (c) it has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; (d) no officer, director, partner or other managerial agent of Box has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof; and (e) if the Box Service and Box Software is not currently in conformance with Section 508 of the Rehabilitation Act and Level AA of the W3C Web Content Accessibility Guidelines 2.0 it shall use its reasonable efforts to cause releases of Box Service and Box Software at some future date to be in compliance therewith.

The University of Wisconsin, Madison is required to remit payment to Internet2 for 12 months of Box service upon the approval of Wisconsin state procurement office. If this does not occur, the University of Wisconsin, Madison shall have the right to cancel the service. It will owe the prorated cost of the greater of two (2) months of service or the actual number of months of service from the date of this agreement.

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EXHIBIT 9.2
Notice of Restrictions on Automatic Renewal