Cloud FastPath by Box

BOX, INC. ("Box") IS GRANTING THE ENTITY IDENTIFIED IN THE CORRESPONDING ORDER FORM A RIGHT TO ACCESS AND USE THE CLOUD FASTPATH CLOUD SERVICE AND ASSOCIATED SOFTWARE CLIENT (collectively, the “SERVICE”). THIS TERMS OF USE AGREEMENT (the “AGREEMENT”) SHALL BE BINDING UPON SUCH ENTITY. IF YOU ORDERED THE SERVICE FROM A THIRD PARTY ("RESELLER"), YOU ACKNOWLEDGE THAT ANY RIGHTS IN YOUR AGREEMENT WITH RESELLER THAT MAY BE GREATER THAN THE RIGHTS GRANTED IN THIS AGREEMENT DO NOT APPLY TO YOUR USE OF OR ACCESS TO THE SERVICE. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER OR PROPOSAL, OR BY USING OR ACCESSING THE PRODUCT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

1. Your Use of the Service

Subject to the terms and conditions of this Agreement Box shall make the Service available to You during the applicable subscription period. Box grants You a non-exclusive, non-transferable license to access and use the Service solely for Your internal business purposes. The Order form may also include other terms or restrictions and is hereby incorporated into this Agreement. Any release, revision, or enhancement to the Service that Box may furnish to You becomes a part of the Service and is governed by this Agreement. The Agreement also governs any renewal or additional purchases of the Service. These may be done via purchase contract, quote, order form, invoice, online procurement process or other method acceptable to the
Data, including files, content or similar information (collectively “Data”) is transferred by the Service according to choices and credentials provided and activated by You. All Data is encrypted in transit. You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Service. In addition, by storing, using or transmitting Data you confirm that you will not violate any law. You, or Your storage provider(s), is solely responsible for the integrity, data security and handling of Data at both the source and target where any such Data will be transferred, copied or stored. Your use of the Service is solely at Your own risk. You hereby grant Box: (i) access to extract and transmit Data from Your identified sources to Your identified targets in the course of effecting Your initiated data transmissions using the Service; (ii) the right to store metadata solely in the context of monitoring, reporting, diagnostics and billing of the Service; and (iii) permission to retrieve diagnostic logs from Your equipment solely in the context of providing support to You. You may exercise your data rights, including deletion of the data stored by Box at any time upon written and/or email notice to Cloud Fast Path, and its parent company Box and its affiliates. The Service is provided from the United States and may engage third party service providers that are based outside of the European Economic Area (EEA) to assist with its processing activities. Notwithstanding the foregoing, You understand that nothing herein prohibits processing Data outside of the United States by Box.

Box reserves the right to suspend or terminate your access to the Service at any time in our sole discretion if a) You are in breach of these Terms; or b) Your use of the Services could cause a risk of harm or loss to Box or our other users; or c) Box declines to renew your Subscription Period. When reasonable and as permitted by law, Box will provide You reasonable advance notice of this change as well as an opportunity to correct any actions that led to Box’s decision. We will not be able to provide this advance notice if You are in material breach of these Terms, or if such notice would lead to civil or criminal liability for Box, or if providing notice would compromise our ability to provide the Services to our other users. For the avoidance of doubt, Box may still make a determination that it does not want to continue offering You access to the Service at any time for any or no reason.  You understand that if your account is suspended or terminated, You may no longer have access to the Service.

In order to operate and provide the Services, Box collects certain information about You. Box uses and protects that information (collected by Box) as described in our Privacy Policy.
acknowledge Your use of the Services is subject to our Privacy Policy and understand that it identifies how Box collects, stores, and uses certain information.

3. Fees, Payment, and Term

3.1 Fees. You agree to pay all fees set forth on all Orders and as otherwise required under this Agreement. Any additional Order(s) for Services will be coterminous with the existing subscription period, which is the duration of Your subscription to the Service commencing on the service start date of the Order and continuing for the period up to the service renewal date or end date as specified in the applicable Order (“Subscription Period”). Unless otherwise specified in an Order, all fees and other amounts are payable in United States Dollars.

3.1.1 Overages. During the Subscription Period, Box may provide You with a report identifying excess usage that, at any time, exceeds the Order Limit, and Box (or Box Reseller, if applicable) may provide You with an Order for the additional required purchases (“Expansion Service Order”). You shall promptly (but in any event within fourteen (14) days of receiving such report) either: (i) execute the Expansion Service Order. Box reserves the right to suspend Your access to the Service upon written notice, without liability to Customer, until such past due amounts, identified in the Expansion Service Order, are paid in full.

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

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

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

3.5 Non-Payment Suspension. If any invoices are more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute as set forth in Section 3.3 (Invoicing and Payment Terms)), in addition to any other rights or remedies it may have under this Agreement or by applicable law, Box reserves the right to suspend Your access to the Service upon written notice, without liability to Customer, until such past due amounts are paid in full.

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

3.7 Term of Agreement. This Agreement will commence on the Agreement Effective Date, as defined in the Order Form, and will remain in effect for as long as there is an Order in effect ("Term"), unless otherwise terminated as provided for in Section 3.9 (Termination for Cause) and Section 3.10 (Termination for Insolvency) below.

3.8 Term of Order. Each Order placed under this Agreement will be in effect for the duration of the Subscription Period as defined in the applicable Order.
3.9 Termination for Cause. Either Party may terminate this Agreement for cause: upon thirty (30) days’ written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the expiration of such period.

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

3.11 Post-Termination Obligations. Upon the termination or expiration of this Agreement for any reason, Customer will have no further rights to access the Service.

4. Proprietary Rights and Restrictions

Box and/or its licensors retains all right, title, and interest in the Service, and no title to the Service or any intellectual property or other rights therein, are transferred to You by virtue of this Agreement other than as specified herein. Your use of the Service may include use of optional downloadable user software (“Software”). Box gives you a personal, worldwide (subject to applicable law), royalty-free, non-assignable and non-exclusive license to use the Software provided to you by Box as part of the Service, for the sole purpose of enabling you to use and enjoy the benefit of the Service. No right, title or interest to any trademarks, service marks or trade names of Box, Cloud FastPath or its licensors is granted by this Agreement. The Service is copyrighted and contains proprietary information and trade secrets belonging to Box and/or its licensors. You will not use the Service for any purpose other than for Your own internal business purposes, make copies of the software, or exceed the scope of Your license grant. You agree not to cause or permit the reverse engineering, reverse assembly, or reverse compilation of the Service or otherwise attempt to derive source code from the Service. You may not create derivative works based upon all or part of the Service nor a) copy, frame or mirror any part or
content of the Service, b) use the Service as a service to Your customers, or (c) copy any features, functions or graphics of the Service. You may not transfer, lend, lease, assign, sublicense, and/or make access or use of the Service available through time sharing the Service, in whole or in part. You grant Box all right, title and interest in any suggestions You make to Box related to the Service. You may not access the Service if You are a competitor of Box, except with Box’s prior written consent. In addition, You may not access the Service for purposes of monitoring the availability, performance or functionality of the Service, or for any other benchmarking or competitive purposes. You will ensure your use of CFP conforms with the rules of any first party or third party services to or from which you move Data. These terms do not supersede, negate or override any applicable terms, policy, and/or technical limitations for the Box Service or any third party services.

5. Confidentiality

5.1 Definition. Either Party may disclose Confidential Information to the other Party during the Term of this Agreement. “Confidential Information” means all information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) which is in tangible form and labeled “confidential” or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The following information will be considered Confidential Information whether or not marked or identified as such: (a) Data; (b) the terms of this Agreement including all Orders and pricing thereto; (c) personal data of Users; and (d) the Disclosing Party’s strategic roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. Confidential Information will not include information that as shown by the Receiving Party’s records was: (i) already known to Receiving Party at the time of disclosure by the Disclosing Party; (ii) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) was independently developed by Receiving Party without use of the Disclosing Party’s Confidential Information.

5.2 Protection. The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party. The Receiving Party will only use the Confidential Information of the Disclosing Party: (a) to exercise its rights and perform its obligations under this Agreement; or (b) as otherwise required by law. Box Personnel with access to Customer Confidential Information shall at all times be subject to confidentiality obligations no less restrictive than those in this Agreement.
5.3 Permitted Disclosure. Neither Party will disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, each Party may disclose Confidential Information without the prior written consent of the other Party: (a) as compelled by law provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party’s expense, if the Disclosing Party seeks to contest such disclosure; (b) in confidence to its legal counsel; (c) in connection with the enforcement of rights or performance of obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Data (x) in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and (y) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

6. Limitations

THE SERVICE IS PROVIDED “AS-IS”, WITHOUT ANY WARRANTY OR CONDITION. BOX AND ITS THIRD-PARTY LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT IN THE CASE OF SECTION 7 BELOW, BOX’S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICE, SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO BOX HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL BOX OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, LOSS OF USE OR BUSINESS, OR COSTS OF SUBSTITUTE PROCUREMENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOX DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES BOX MAKE ANY WARRANTY WITH RESPECT TO THE TRANSMISSION OF INFORMATION OVER THE INTERNET, OR ANY RESULTING IMPAIRMENT OR DISRUPTION OF YOUR ACCESS TO THE SERVICE.
7. **Indemnification**

7.1 Box agrees to defend You from and against any third party claim or action based on any alleged infringement of any patent, copyright, trade secret, or other proprietary right of a third party as a result of the use of the Service according to the terms and conditions of this Agreement, and Box agrees to indemnify You from any costs and/or damages awarded against You in any such infringement claim or action or settlement thereof, provided that (i) Box is promptly notified in writing of such claim, (ii) You grant Box sole control of the defense and any related settlement negotiations, and (iii) You cooperate with Box in defense of such claim. Notwithstanding the foregoing, Box shall have no liability to You if the infringement results from use of the Service in combination with software not provided by Box that causes the infringement or modifications to the Service not made by Box. The foregoing states the entire liability of Box with respect to infringement of any patents, copyrights, trade secrets, or other proprietary rights by the Service or any part thereof.

7.2 You will indemnify, defend, and hold harmless Box from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Box and its affiliates regarding: (i) Your Data; or (ii) violation of this Agreement or any applicable laws, rules or regulations.

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

8. **Services**

8.1 **Consulting Services.** In the event you order any professional, educational, operational or technical services (collectively, “Consulting Services), the nature, details and duration of the
Consulting Services will further be described in the datasheet or statement of work which is referenced.

8.2 Box Materials and Box Tools. Box shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the “Box Materials”) which Box may provide You with as part of this consulting services engagement (including any intellectual property rights therein, but excluding any of Your Confidential Information and Your logos and trademarks that may be included in the Box Materials, collectively, “Your Property”). Box shall have the right to use any of Your Property solely for the purpose of providing the consulting services to Customer as set forth hereunder. During the term specified in the applicable Order, Box hereby provides You with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such Box Materials solely for Your internal operations in connection with its authorized use of the Service. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (“Box Tools”) used by Box to develop the Box Materials, and to the extent such Box Tools are delivered with or as part of the Box Materials, they are licensed, not assigned, to Customer, on the same terms as the Box Materials.

8.3 Consulting Services Warranty. In regard to Consulting Services only, Box warrants that: (a) it and each of its employees, consultants and subcontractors, if any, have the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services in accordance with the applicable datasheet or statement of work; and (b) the Consulting Services will be performed in a professional and workmanlike manner in accordance with industry standards and in accordance with the scope of services outlined in the applicable datasheet or statement of work. You acknowledge that Box’s ability to successfully perform the Consulting Services is dependent upon your provision of timely information, access to resources, and participation as outlined in the applicable Consulting Services. If through no fault or delay of yours the Consulting Services do not conform to the foregoing warranty, and you notify Box within seven (7) calendar days of Box’s delivery of the Consulting Services, Box will re-perform the non-conforming portion(s) of the Consulting Services at no additional cost to you.

9. Export Regulation
You agree to comply strictly with all U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. The Service is prohibited for export or re-export to the list of terrorist supporting countries or to any person or entity on the U.S.
Department of Commerce Denied Persons List or on the U.S. Department of Treasury’s lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists. If the Service is being shipped by Box, then it is exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

10. General

10.1 Applicable Law; Dispute Resolution. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of California, U.S.A., without reference to its choice of law rules. Any dispute, controversy or claim arising under, out of or relating to this Agreement, will be finally determined by arbitration conducted by JAMS (or, if unavailable, then such other similar group that can provide former judges as arbiters) in accordance with the Rules of Arbitration of the International Chamber of Commerce applicable to commercial disputes by a single arbiter who is (a) fluent in written and spoken English, the language governing this Agreement, and (b) skilled and experienced with cloud or internet services. The place of such arbitration will be in Santa Clara County, California, U.S.A. The judgment of the arbitrator will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties and may be entered in any court of competent jurisdiction. The foregoing does not limit or restrict either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

10.2 Integration; Order of Precedence. This Agreement is the entire agreement between You and Box relating to the Service and supersedes all prior and contemporaneous or other oral or written communications, proposals, and representations with respect to its subject matter, as well as without limitation terms and conditions attached to any purchase order or invoice. No modification to this Agreement is binding unless in writing and signed by a duly authorized representative of each party, except that Box may alter or update the Agreement and any renewal or additional licenses purchased by You after such alteration or update will be subject to the then-current version of the Agreement.

10.3 Nonwaiver. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

10.4 Severability. If any provision of this Agreement is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law.
10.5 Term of Agreement. All rights granted hereunder shall terminate upon expiration of the term or Your breach of this Agreement. Upon termination or expiration of the term, you agree to cease using and destroy and expunge any component of the Service in your control directly or indirectly and certify as to such in writing to Box. The parties will have 30 days from notice of breach to cure a breach hereunder.

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

10.7 References. During the Term of the Agreement, Box may reference Customer as a Box customer in sales and marketing materials and public statements, subject to Customer’s trademark and logo usage guidelines as provided to Box. Customer may send Box an email to stories@box.com if it does not wish to be used as a reference.

10.8 Assignment. You will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or any part of this Agreement or its rights hereunder without the prior written consent of Box. Any attempted assignment or transfer by without such consent shall be void and of no effect. Box may assign this Agreement (or Order) without obtaining Your consent: (a) to an affiliate of Box; or (b) in connection with a successor in interest in a merger, reorganization or a sale of all or substantially all of the assets of Box. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

10.9 Surviving Provisions. The following sections survive termination or expiration of this Agreement: Fees and Payment, Proprietary Rights and Restrictions, Confidentiality, Limitations,
10.10 Contractual Relationship. The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

10.11 Anti-Bribery. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Box Personnel in connection with this Agreement. Customer will use reasonable efforts to promptly notify Box at legalops@box.com should Customer learn of any violation of this restriction.

10.12 Ambiguities. Each Party has participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.13 Government Users. If You are a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), You acknowledge that elements of the Product constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government user as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

10.14 Notices. Any notice or other communication under this Agreement given by any Party to any other Party will be in writing and will be effective upon delivery as follows: (a) if to You, when sent via email to the email address specified in an Order or otherwise on record for You; and (b) if to Box, when sent via email to legalops@box.com. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.