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## BOX SERVICE SCHEDULE

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The following terms and conditions apply to the provision of the Box Service.

### 1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions the following terms and expressions apply:

TERM / EXPRESSION	MEANING
"Box Service"	means either Box Starter, Box Business, Box Business Plus, Box Enterprise or Box Elite as detailed at <a href="http://www.o2.co.uk/box">www.o2.co.uk/box</a>
"Licence"	means a licence to use the Box Service
"My Business Apps"	means the service provided by O2 that allows Customers to purchase Cloud applications including the Box Service
"Order Form"	mean the form used to order the Box Service and/or the Professional Services
"Professional Services"	means Quick Start, Smart Start or Full Start as detailed in Appendix 1 of this Service Schedule
"Subscription"	means the subscription required in order to purchase Licences for the Box Service

### 2 BOX SERVICE

2.1 The Box Service is a hosted storage solution provided by O2 for online storage, sharing and processing of files, materials, data, text, audio, video, images or other content.

2.2 The Subscription to use the Box Service requires the Customer to connect and maintain a minimum of one (1) Licence for the Minimum Period of the Subscription.

2.3 Subject to 2.2, the Customer may add or remove any number of Licences during the Minimum Period of the Subscription.

2.4 All Licences will automatically co-terminate at the end of the Minimum Period of the Subscription.

### 3 TERM AND TERMINATION

3.1 Unless otherwise stated, the Box Service is available to purchase with a Minimum Period of 30 days. The Customer will continue to be charged the monthly Rental Charge until the Customer cancels the Subscription to the Box Service in accordance with clause 3.2.

3.2 Subject to anything to the contrary agreed between the parties, the Customer can choose to cancel the Box Service at any time upon 30 days written notice. For clarity, the Customer will be charged the monthly Rental Charge during any such notice period in addition to any Termination Fees, if applicable.

### 4 CUSTOMER OBLIGATIONS

4.1 Provision of the Box Service is subject to the Customer:

- (a) complying at all times with the provisions of this Service Schedule; and
- (b) paying the Charges in accordance with the Agreement

4.2 Customer shall comply with any reasonable instructions given to it from time to time by O2 concerning the Box Service.

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- 4.3 In order to place an order for the Box Service, the Customer must have an account created on the My Business Apps service. O2 will provision this account and email login credentials to the Customer's nominated administrator.

## **5 SUPPORT**

O2 will provide the Customer with first line support for the Box Service 24x7x365 via telephone support by calling 0800 977 7337. Technical product support will be available 24x7x365. Support relating to billing queries will be available Monday-Friday 8am-9pm, Saturday 8am-8pm, and Sunday 8am-6pm.

## **6 CHARGES**

The Customer will be charged for the Box Service on a monthly basis.

Where applicable, the Charges for the Box Service and any applicable minimum commitments (including details of any Minimum Period, Minimum Term and/or Termination Fees) will be as set out in the Commercial Schedule and if not set out in the Commercial Schedule will be as set out in the O2 Price List or the Order Form as applicable.

In addition to any Charges for the Box Service, the Customer may incur Charges incidental to using the Box Service, for example, Charges for Internet access, data roaming, and other data transmission charges. Such Charges will be charged in accordance with the Customer's mobile airtime agreement.

## **7 PROFESSIONAL SERVICES**

There are three Professional Services packages available for use in conjunction with the Box Service as specified in the Commercial Schedule. These are: Quick Start, Smart Start, and Full Start. Further details of the Professional Service packages are detailed in Appendix 1 of this Service Schedule. The Charges for the applicable Professional Service packages are detailed in the Commercial Schedule and if not set out in the Commercial Schedule will be as set out in the Order Form.

## **8 LIMITATIONS**

- 8.1 O2 will use reasonable care in providing the Box Service. However, O2 does not warrant that:

- (a) the Box Service will be error free or free of harmful components;
- (b) that the content will be secure or not otherwise lost or damaged.

## **9 END USER LICENSE AGREEMENT (EULA)**

- 9.1 The Customer must adhere to the EULA for the Box Service which can be located at the following web page <http://box.com/static/html/terms.html>

The following Clauses contained within the EULA do not apply to the Customer:

- (a) Clause 19.1.

If the Customer wishes to cancel the Box Service at any time, the Customer should contact 0800 977 instead of the address provided in the link.

- (b) Clause 19.3.

The 14 day trial does not apply.

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## **10 ADDITIONAL END USERS**

O2 reserves the right to charge the Customer the monthly Rental Charge for any additional end users added to their Subscription directly via Box.com (UK) Limited.

## **11 CHANGES TO THE TERMS**

O2 reserves the right to vary the terms of this Service Schedule from time to time in order to accommodate future changes to the Box Service. O2 will give the Customer at least 28 days' notice in writing of any such change.

For the purposes of Clause 13.3 (b) of the General Conditions, any changes to the terms of this Service Schedule shall not be to the Customer's material disadvantage.

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## APPENDIX 1

Subject to clause 7 of this Service Schedule the three Box Professional Services packages which may be available to purchase by the Customer are outlined below:

### QuickStart

QuickStart is an entry-level offering that includes:

- Box implementation kick-off meeting (1 session) covering:
  - Implementation approach
  - Discussion on 1 Box Use Case
  - Project plan
- Admin console configuration review & user provisioning discussion (1 session)
- Folder structure best practices and design consultation (1 session)
- Access to 3 virtual instructor-led classes including:
  - 1 seat in Box Implementation Essentials Training
  - 1 seat in Box Admin Essentials Training
  - 3 seats in Box End User Essentials Training
- Choose one of the following:
  - training on setup of Lite SSO (does not include groups set up in Box AD/SSO and or those mapped to Box Groups);
  - training on standard integration covering integration with one of the following apps: Salesforce, NetSuite, Jive, Google Apps; or
  - 3 additional seats in Box End User Essentials Training Course
- Implementation wrap-up (1 session) covering:
  - Conclude Implementation Package
  - Discuss Transition to Adoption Programs

### SmartStart

Implementing Box properly is designed to help medium-sized businesses through a series of meetings and deliverables tailored to your specific deployment.

The SmartStart package includes:

- Box implementation kick-off meeting (1 session) covering:
  - Implementation approach
  - Discussion on 2 Box Use Cases
  - Project Plan
- Use case review (1 session) covering:
  - Folder structure best practices and design consultation (2 sessions)
  - Overview of setting up folder structure for the organization's use case(s)
  - Discussion on how to deploy at scale
  - Develop long-term governance and ownership of content

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- Admin console configuration review (1 session)
  - Content migration best practice review (1 session) covering:
    - Discussion around migrating content into Box
    - Up to 500 GB hard drive migration into Box
    - User migration of personal Box accounts which use company domain email address covering:
      - Analysis of existing Box users signed up with your company domain's email address
      - Review of templates and process to handle these users
  - Technical consultation (1 session) covering:
    - SSO overview and configuration training
    - training on standard integrations covering integration with two of the following apps: Salesforce, NetSuite, Jive, Google Apps, or API consultation
  - Shared helpdesk review (1 session) covering:
    - Provide training resources to ramp up Customer's internal Helpdesk team
    - Discussion on shared helpdesk access to virtual instructor-led classes
  - 3 seats in Box Admin Essentials Training
  - 3 seats in Box Helpdesk Essentials Training
  - 10 seats in Box User Essentials Training
  - Adoption consultation (1 session) covering:
    - Overview of communications resources and planning
    - Overview of training resources for end users implementation wrap-up (1 session)
    - Conclude implementation package
    - Discuss transition to CSM-led adoption programs

## Full Start

A Box FullStart is a custom consulting package designed to support customers deploying comprehensive use cases. O2 aims to help you implement Box in around six to twelve weeks. A Box FullStart customized scope of engagement can include (but is not limited to):

- Identification of project scope and activities covering:
  - Document your project objectives
  - Review, analyse and document your use cases
  - Document your Box configuration
  - Design a top level folder structure
- Personalised training covering:
  - Box Admin Essentials class, plus personal 1:1 training for your admin users
  - Box End User Essentials training plus train-the-trainer support
  - Constructing a scalable, shared help desk model
  - Customized training plans, guides, documents and videos
  - Onsite and custom training as needed
- Other scope covering:
  - One-on-one review of your chosen and intended use cases for Box
  - One-on-one meetings with Box implementation experts

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- Seasoned setup support, account configuration and folder structure design
  - Project planning assistance with weekly project team checkpoints
  - End-user adoption, change management and communication assistance
  - Proactive health checks, new feature briefings and documentation updates
  - Technical configuration covering:
    - Consultation on app integrations (e.g. Salesforce, NetSuite, Box Embed, Cloud Connect)
    - Up to 10TB of hard drive migration onto Box
    - Single Sign-on (SSO) setup (requires SAML 2.0)
    - Consultation on integration with enterprise tools such as SIEM, eDiscovery, and systems management
  - Onsite kickoff workshop (recommended) covering:
    - Meet with business champions and stakeholders
    - Ensure progress on implementation to deployment
    - Finalize account configurations and recommended folder taxonomy
    - Launch adoption planning and enterprise messaging
  - API & platform consulting covering:
    - Application architecture & design
    - Design support & review
    - Weekly API status calls
    - Ad hoc API consultation
    - Review client test cases
  - Typical key project deliverables include covering:
    - Configuration design document
    - Governance plan
    - Project plan
    - Resource plan
    - Copies of user and admin training guides
    - API design document