
BOX SERVICE SCHEDULE

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 or Box Enterprise as detailed at www.o2.co.uk/box
"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"	means 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
"Service Levels"	means the service levels and support services detailed in Appendix 2 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 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.
- 2.4 All Licences will automatically co-terminate at the end of the Minimum Period of the Subscription.
- 2.5 The Box Service will be provided in accordance with the Service Levels set out in Appendix 2

3 TERM AND TERMINATION

- 3.1 Unless otherwise stated, the Box Service is available to purchase with a Minimum Period as set out in the Commercial Schedule. 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.
- 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

- 5.1 O2 will provide the Customer with support for the Box Service via telephone support number 0800 977 7337. Technical product support will be available 7 days a week from 8am – 9pm. Support relating to billing queries will be available Mon-Fri 8am-8pm Sat-Sun 9am-6pm.**CHARGES**

6 CHARGES

- 6.1 The Customer shall be entitled to place with O2 an order for the purchase of Services from time to time.
- 6.2 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.
- 6.3 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

- 7.1 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 BOX SERVICE AGREEMENT (BSA)

- 9.1 The Customer must adhere to the BSA for the Box Service which can be located at the following web page <https://legal.box.com/v/BSAv12142017ROW>
- 9.2 The BSA is entered into between the Customer and Box.com (UK) Limited.

10 ADDITIONAL END USERS

- 10.1 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

- 11.1 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.
- 11.2 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.

APPENDIX ONE

PROFESSIONAL SERVICES DESCRIPTION

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

1 QUICKSTART

1.1 QuickStart is an entry-level offering that includes:

- a) Box implementation kick-off meeting (1 session) covering:
 - Implementation approach
 - Discussion on 1 Box Use Case
 - Project plan
- b) Admin console configuration review & user provisioning discussion (1 session)
- c) Folder structure best practices and design consultation (1 session)
- d) 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
- e) 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
- f) Implementation wrap-up (1 session) covering:
 - Conclude Implementation Package
 - Discuss Transition to Adoption Programs

2 SMARTSTART

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

2.2 The SmartStart package includes:

- a) Box implementation kick-off meeting (1 session) covering:
 - i) Implementation approach
 - ii) Discussion on 2 Box Use Cases
 - iii) Project Plan
- b) Use case review (1 session) covering:
 - iv) Folder structure best practices and design consultation (2 sessions)
 - v) Overview of setting up folder structure for the organization's use case(s)
 - vi) Discussion on how to deploy at scale
 - vii) Develop long-term governance and ownership of content
- c) Admin console configuration review (1 session)
- d) 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:
 - 1) Analysis of existing Box users signed up with your company domain's email address

- 2) Review of templates and process to handle these users
- e) 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
- f) 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
- g) 3 seats in Box Admin Essentials Training
- h) 3 seats in Box Helpdesk Essentials Training
- i) 10 seats in Box User Essentials Training
- j) 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

3 FULL START

- 3.1 A Box FullStart is a custom consulting support the customer in implementation of Box within approximately six to twelve weeks.
- 3.2 A Box FullStart customized scope of engagement can include (but is not limited to):
 - a) 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
 - b) 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
 - c) Other scope covering:
 - One-on-one review of your chosen and intended use cases for Box
 - One-on-one meetings with Box implementation experts
 - 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
 - d) 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
 - e) 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
- f) API & platform consulting covering:
- Application architecture & design
 - Design support & review
 - Weekly API status calls
 - Ad hoc API consultation
 - Review client test cases
- g) 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

APPENDIX 2

SERVICE LEVEL COMMITMENTS AND SUPPORT SERVICES

O2 will provide to Customer with the Service Levels set out below:

1 DEFINITIONS

TERM / EXPRESSION	MEANING
"Downtime"	means any period during which the Customer is unable to access the Box Service, as measured at the Box network by industry standard tools, because of a Box Service system wide Issue preventing access to Content.
"Issue"	means a single, reproducible issue or problem materially or significantly affecting the functionality of the Box Service for multiple users of the Customer.
"Scheduled Downtime"	means a scheduled time period in which the Box Service is unavailable for use not to exceed one (1) hour per calendar quarter.
"Standard Support Service"	means the standard level of support provided by O2 for the Box Service at no additional charge to Customer.
"Uptime Percentage"	means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in such calendar month, divided by the total number of minutes in such calendar month.

2 CASE PRIORITISATION

- 2.1 Any Issues reported by the Customer to O2 and verified by the O2 support team will be classified and assigned a priority by O2 in its reasonable discretion. The following priorities and their meanings are detailed below:

Classification	Business Impact
Priority 0	Is defined as an incident that affects multiple services and will be managed through the high severity incident process. Examples of high severity incidents are: Major Infrastructure Loss Significant Revenue Loss Significant Loss in Customer Perception A Civil Emergency
Priority 1	An incident that renders a single business service unavailable where 24 * 7 support is defined in the SLA. This will be managed through the major incident process.
Priority 2	An incident that affects business as usual services for one or more users, rendering them unable to complete their daily tasks. The degradation of a single business service.
Priority 3	An incident that degrades the service offered to a single user without stopping them from carrying out their daily tasks.

- 2.2 O2 will provide an acknowledgement of a reported Issue to Customer and respond within the target time frames specified below. The response will include the priority assigned to the case by O2, any actions taken, estimated resolution time if available, and any escalation plans.
- 2.3 Resolution of an Issue is subject to verification and reproduction of the Issue by O2, with Customer's reasonable assistance in verifying and reproducing the Issue. Resolution(s) may include a temporary workaround, patch or bypass.

3 APPLICABILITY OF APPENDIX 2

- 3.1 O2's obligations under this Appendix do not extend to any on-going test or training instances of the Box Service provided to Customer or Downtime, Issues or errors that are caused by:
- a) a) Third party hardware or software;
 - b) b) Use of the Box Service in violation of the terms of the Agreement;
 - c) c) Use of the Box Service other than in accordance with any user guide or the reasonable instructions of O2; or
 - d) d) Services, circumstances or events beyond the reasonable control of O2, including, without limitation, any Force Majeure events, the performance and/or availability of local ISPs employed by Customer, or any network beyond the demarcation or control of O2.

4 SUPPORT SERVICES

- 4.1 O2 will provide the level of support services as described in this Appendix to assist the Customer in resolving Issues ("Support Services"). Support Services do not include: (a) physical installation or removal of the API, the Box Software and any user guides; (b) visits to Customer's site; (c) any professional services associated with the Box Service, including, without limitation, any custom development, data modelling, training and knowledge transfer; or (d) the set-up, configuration and use of the Box Service.

5) Standard Support Service

- 4.2 Support will be provided and managed by O2 and any service issues will be prioritised in accordance with table below. These Service Levels are not contractually binding. They represent the targets O2 work to in resolving any service issues.

Incident priority	Incident response target	Service restoration / incident resolution target
Critical	1 hour	4 hours / 4 Business Days
Critical	1 hour	4 hours / 4 Business Days
Major	4 hours	8 hours / 10 Business Days
Minor	24 hours	5 Business Days / Next Release