Box Data Processing Addendum Incorporating:
GDPR, Box Processor Binding Corporate Rules, and Privacy Shield
(v05252018)

This Data Processing Addendum ("**DPA**") forms part of the Box Service Agreement or other electronic agreement or mutually executed written agreement between Box and Customer applicable to Customer's use of Box Service (the "**Agreement**") and reflects the Parties' agreement with regard to the Processing of Customer Personal Data. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree as follows:

## I.	Introduction

In the course of providing the Box Service to Customer pursuant to the Agreement, Box may Process Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions and instructions with respect to any Customer Personal Data. By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Legislation, in the name and on behalf of its Data Controller Affiliates, if and to the extent Box Processes Customer Personal Data for which such Data Controller Affiliates qualify as the Controller. For the purposes of this DPA only, and except where otherwise indicated herein, the term "**Customer**" shall include Customer and Data Controller Affiliates. Subject to the terms set forth below, this DPA will be effective and replace any previously applicable data processing and security terms related to Processing as of the DPA Effective Date.

## II.	Parties to the DPA

If the Customer entity signing this DPA is a party to the Agreement, this DPA will be an addendum to and forms part of the Agreement. If, however, the Customer entity signing this DPA is neither a party to the Agreement or an Order, this DPA is not valid and is not legally binding. The Box entity that is the party to the Agreement and applicable Order is the Box entity to this DPA and is set forth in the signature block below.

## III.	How to execute this DPA

This DPA, including the accompanying Exhibits, has been pre-signed on behalf of Box. To complete this DPA, Customer must be an eligible Customer for a DPA in accordance with Section II ("Eligible Customers for DPA") and must:

1. Accurately complete the information in the signature box of this DPA and sign; and

2. Send the accurately completed and signed DPA to Box by email to DPAprocessing@box.com and include the Customer name reflected in the Agreement or Order with Box in the signature box of this DPA.

Upon receipt by Box of the validly completed DPA at the email address specified above, this DPA will become legally binding. The Box team will inform Customer in the event there is an issue or question regarding an executed DPA.

## IV.	Definitions

Capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the defined terms herein and the defined terms in the Agreement, the defined terms herein shall govern.

"**Adequacy**" means where the European Commission has decided that the third country, a territory or one or more specified sectors within that third country, or the international organization in question, ensures an adequate level of protection.

"**Affiliate**" means, unless otherwise defined in the Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Box**" means the Box entity (either Box, Inc., a company incorporated in Delaware or Box.com (UK) Ltd, a company registered in England and Wales, company number 08097316) that is the named party to the Customer's Order.

"Box Service" means the cloud-based content collaboration software-as-a-service application provided by Box (including any Box software) and subscribed to under an Order.

"Controller" means the entity that determines the purposes and means of Processing of Customer Personal Data.

"Customer Personal Data" means Content (as defined in the Agreement) which contains Personal Data.

"Data Controller Affiliates" means any of Customer's Affiliates that have not signed their own Order with Box and therefore would not be a "customer" as defined under the Agreement but is an entity which is: (i) subject to Data Protection Legislation; and (ii) permitted to use the Box Service pursuant to the Agreement between Customer and Box.

"Data Protection Legislation" means the laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, as applicable to the Processing of Customer Personal Data under this DPA.

"Data Subject" means the identified or identifiable person to whom Customer Personal Data relates.

"DPA Effective Date" means the date of Customer's signature date below.

"GDPR" means General Data Protection Regulation and is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing of Directive 95/46/EC.

"Order" means the separately executed document(s) under which Customer subscribes to the Box Service, products or services pursuant to the Agreement and has been agreed to in writing by the Parties or as agreed to between Customer and an authorized Box reseller.

"PBCR" means Processor Binding Corporate Rules.

"Personal Data" means data relating to: (i) an identified or identifiable natural person; and (ii) an identified or identifiable legal entity that has standing and protection under applicable Data Protection Legislation.

"Processor" means the entity which is Processing Customer Personal Data on behalf of the Controller.

"Processing" means any operation or set of operations which is performed upon Customer Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Subprocessor" means any Processor engaged by Box.

"User Guide" means Box's then current published documentation specifying the functionality of the Box Service that is made generally available by Box to its customers or its users.

"Users" means, collectively, any Administrator, Managed User or External User.

V.   Processing of Customer Personal Data

A. Roles and Responsibilities. The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data under the Data Protection Legislation and this DPA, Customer is the Controller and Box is the Processor. Each Party will comply with the obligations applicable to it under the Data Protection Legislation with respect to the Processing of Customer Personal Data.

B. Customer's Instructions and Authorization to Process Customer Personal Data. By entering into this DPA, Customer instructs Box, subject to Customer's compliance with Data Protection Legislation, to Process Customer Personal Data: (a) to

provide the Box Service (in accordance with the features and functionality of the Box Service); (b) to enable User initiated actions on the Box Service; (c) as set forth in the Agreement or applicable Order; and (d) as further documented by a mutually agreed upon written instruction given by Customer and accepted by Box, unless required to do so by law to which Box is subject; in such a case, Box shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Customer is solely responsible for the accuracy and legality of Customer Personal Data provided to Box. If Customer is processing personal data of a child, Customer acknowledges it has made reasonable efforts to verify that consent has been given or authorized by the holder of parental responsibility over the child. Customer further acknowledges that Box is not responsible for collecting consent or authorization for the processing of child's data.

C. Scope of Processing. Box will Process Customer Personal Data as necessary to perform the Box Service pursuant to the Agreement and in accordance with this DPA. Box will Process Customer Personal Data for the period of the Agreement or applicable Order, unless otherwise agreed to by the Parties in writing. The types of Customer Personal Data and categories of Data Subjects that may Processed under this DPA are set forth in Exhibit 1 ("**Scope of Processing**").

D. **Data Protection Impact Assessment and Prior Consultation Assistance**. Box will provide reasonable assistance to Customer, as required by law and applicable to Box's role as a processor, for Customer to comply with Customer's obligations to perform a data protection impact assessment. Further, in such situations where Customer's processing of Customer Personal Data results in a high risk to the rights and freedoms of natural persons, Box will provide reasonable assistance to Customer as it seeks prior consultation from a supervisory authority.

VI.   Data Security

A. Security Controls. Box will implement and maintain appropriate technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, unauthorized alteration, unauthorized disclosure or access as described in Exhibit 2 (the "**Security Controls**"). As described in Exhibit 2, the Security Controls include measures to encrypt Customer Personal Data; to help ensure ongoing confidentiality, integrity, availability and resilience of Box's systems and services; to help restore timely access to Customer Personal Data following an incident; and for regular testing of effectiveness.

B. Security Compliance of Box Personnel. Box will take appropriate steps to ensure compliance with the Security Controls by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorized to process Customer Personal Data have agreed to an appropriate obligation of confidentiality.

VII.   Data Incident Notification

Box will notify Customer without undue delay after becoming aware of an accidental or unlawful destruction, loss, unauthorized alteration or unauthorized access to Customer Personal Data transmitted, stored or otherwise Processed by Box or its Subprocessors ("**Data Incident Notification**"). Box will take reasonable steps to: (i) identify the cause of such Data Incident Notification; and (ii) take the steps necessary and reasonable to remediate the cause of such Data Incident Notification to the extent such remediation is within Box's reasonable control. Data Incident Notification will be delivered to the email address specified for this purpose and associated with the Customer's Box Service account ("**Notification Email Address**"). Customer is solely responsible for ensuring that the email address associated with Customer's account is current and valid.

VIII.   Deletion and Return of Customer Data

The Box Service provides Customer with controls to enable Customer to retrieve, rectify, delete or block Customer Personal Data as described in the Box Service User Guide. For purposes of this provision, Box will provide reasonable assistance to Customer where necessary to assist with such obligations.

IX.   Audit and Reports

A. Reports. Box uses independent external auditors to verify its security measures for various security and compliance control standards and certifications. This audit will at a minimum be conducted: (a) by an external independent third party;

(b) at least annually; (c) in accordance with SOC 2 standards or its alternative standards that are substantially equivalent; and (d) will result in an audit report ("**Report**"). In addition, Box has received ISO 27001 certification and will maintain this certification or its substantial equivalent for the term for this DPA. Upon Customer's written request and subject to the confidentiality obligations set forth in the Agreement, Box agrees to make available the Report and its applicable certifications in order to demonstrate that Box's technical and organizational measures are sufficient (according to ISO 27001; SSAE 18 II SOC1 and SOC2) and in order to ensure that Box complies with the technical and organizational measures as required in accordance with the applicable Data Protection Legislation.

B. Audit. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Box will make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Box) information regarding Box's compliance with its obligations set forth in this DPA in the form of the Box's ISO 27001 certification and/or Report. Customer may contact Box at compliance@box.com to request an on-site audit of the architecture, systems and procedures relevant to the protection of Customer Personal Data that are controlled by Box. Customer shall reimburse Box for any time expended by Box for any such audit at Box's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such audit, Customer and Box will mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. Customer shall promptly notify Box with information regarding any non-compliance discovered during the course of an audit.

X.   Subprocessors

A. **Consent to Subprocessors.** Customer hereby explicitly consents to the use of Subprocessors by Box in order to allow Box to fulfil its contractual obligations under the Agreement and this DPA and to provide certain services on Box's behalf such as support services. For clarification, Subprocessors are third party Subprocessors that may be engaged by Box and Box Affiliates

B. Subprocessor Commitments. Box undertakes to enter into a written agreement with any applicable Subprocessors in accordance with the requirements set out in the PBCR and such obligations will in no event be less protective than this DPA. Box will restrict the Subprocessor's access to only what is necessary to maintain the Box Service or to provide the Box Service to Customer and any of its Users. Customer hereby consents to Box's use of Subprocessors as described in this Section IX and those listed on the Box Subprocessor website list referred to below. Box will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessors.

C. Current Subprocessors. Information regarding current Subprocessors including their location and services can be found on the Box Subprocessor website found here: https://www.box.com/legal/subprocessors. This Subprocessor list may be updated

D. Changes to Subprocessors. Box will provide Customer with notice at least 30 days in advance before a new Subprocessor Processes any Customer Personal Data. Such notice may be provided either by sending an email to the Notification Email Address or via the Administrative Console within the Box Service.   Customer may object to any new Subprocessor by terminating the applicable Order(s) with respect only to those services which cannot be provided by Box without the use of the objected-to new Subprocessor. Such termination will be made by providing written notice to Box, on the condition that Customer provides such notice within 20 days of being informed of the engagement of the new Subprocessor as described in this section. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.

XI.   Data Subject Rights

A. **Access and Rectification.** Box will, in a manner consistent with the functionality of the Box Service, enable Customer to access, rectify and restrict processing of Customer Personal Data, including via the deletion functionality provided by the Box Service.

B. Data Subject Requests. If Box receives a request from a Data Subject in relation to Customer Personal Data, to the extent legally permissible, Box will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Box Service. To the extent Customer, in its use of the Box Service, does not have the ability to address a Data Subject request, Box shall upon Customer's

request provide commercially reasonable assistance to facilitate such Data Subject request to the extent that Box is legally permitted to do so and provided that such Data Subject request is exercised in accordance with the Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from Box's provision of such assistance.

XII.   Data Controller Affiliates

A. Relationship and Communication. By signing this DPA, Customer acknowledges and agrees that it is entering into this DPA on behalf of itself and, as applicable in accordance with Section I ("Introduction"), in the name and on behalf of its Data Controller Affiliates, thereby establishing a DPA between Box and each Data Controller Affiliate, subject to the provisions of the Agreement and this DPA. Each Data Controller Affiliate agrees to be bound by the obligations of this DPA. However, a Data Controller Affiliate is not and does not become a party to the Agreement and is only a party to this DPA. All access and use of the Box Service by Data Controller Affiliate must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Data Controller Affiliate shall be deemed a violation by Customer. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communications with Box under this DPA and shall be entitled to make and received any communication in relation to this DPA on behalf of its Data Controller Affiliate.

B. Rights of Data Controller Affiliates. In the event a Data Controller Affiliate becomes a party to the DPA with Box, it shall do so only to the extent required under applicable Data Protection Legislation. Except as expressly required by Data Protection Legislation for a Data Controller Affiliate to exercise a right or seek a remedy under this DPA from Box by itself directly, the Parties agree that: (i) the Customer that is the contracting party to the Agreement shall have the sole right to exercise any such right or seek any such remedy on behalf of the Data Controller Affiliate and (ii) the Customer that is the contracting party to the Agreement shall, to the extent not prohibited by Data Protection Legislation, exercise any such rights under this DPA in a combined manner for all of its Data Controller Affiliates together.

XIII.   Limitation of Liability

Each Party's and of its Affiliate's liability taken together in the aggregate, arising out of or related to this DPA whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions of the Agreement. Any reference in such limitation of liability provisions to the liability of a Party means the aggregate liability of that Party and all of its Affiliates (including Data Controller Affiliates) under the Agreement and all DPAs taken together. For the avoidance of doubt, Box and its Affiliates' total liability for all claims from the Customer and all of its Data Controller Affiliates arising or related the Agreement or any DPA shall apply in aggregate for all claims under both the Agreement and all DPAs and shall not be understood to apply individually and severally to Customer or to any Data Controller Affiliate that is a contractual party to any such DPA.

XIV.   GDPR and Data Transfers

A. GDPR. With effect from May 25, 2018, Box will Process Customer Personal Data in accordance with the GDPR requirements applicable to Box's provision of the Box Service.

B. Transfer mechanisms for data transfers. Subject to the terms and conditions of the Agreement and Data Protection Legislation, Box makes available the transfer mechanisms listed below.   Such transfer mechanisms shall apply to the Box Service in the order of precedence set forth in this section with respect to any transfer of Customer Personal Data under this DPA from the European Union, the European Economic Area (including its member states), Switzerland and the United Kingdom to countries which are not deemed to have Adequacy (to the extent that such transfers are subject to such Data Protection Legislation): (i) Box's Processor Binding Corporate Rules (subject to the additional terms of Section XIII(C)); and (ii) Box's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications (subject to the additional terms of Section XIII(D).

C. Additional Terms for PBCRs.

> **(1) Customers covered by the Box Processor BCR.** The Box PBCR and the additional terms in this section shall apply to the Processing of Customer Personal Data of a Customer established in: (i) European Economic Area Member States

whose processing activities for the relevant data are governed by the Data Protection Legislation and/or implementing national legislation; or (ii) non-European Economic Area member states for which Customer has contractually specified that the Data Protection Legislation and implementing national legislation shall apply.

(2) Reference to the Box Processor BCR. All provisions contained in the Box PBCR, the most current version of which is available on Box's website, currently located at https://cloud.box.com/v/BoxProcessorBCRs, are incorporated by reference and are an integral part of this DPA. To the extent of any conflict or inconsistency between this DPA and the Box PBCR, the Box PBCR shall govern and control.

D. Additional Terms applicable to Privacy Shield. Box, Inc. self-certified to comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and Box will ensure that such entity maintain its self-certifications (or substantially similar industry-standard certification) in compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Customer Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.

The Parties authorized signatories have duly executed this Agreement.

CUSTOMER

Customer Legal Company Name

ProcessMate

Signature: _____
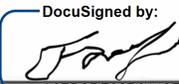
DocuSigned by:

A87D2DF62B0142E...

Print Name: _Ekaterina Borisova_____

Company Title: _Managing Director_____

Date: _June 11, 2018_

Box, Inc.

Signature _____

Print Name: _David Leeb_____

Title: _SVP, General Counsel_____

Date: May 29, 2018

Box.com (UK) Ltd.

Signature _____

Print Name: _Jeff Mannix_____

Title: _Director_____

Date: May 29, 2018

Exhibit 1

Scope of Processing

As provided in the DPA, Box will Process Customer Personal Data as necessary to provide the Box Service pursuant to the Agreement, in accordance with the DPA, and as instructed by Customer or User in their use of the Box Service.

Categories of Data Subjects

Subject to the determination and control by the Customer in its sole discretion, Customer may submit Customer Personal Data to the Box Service relating to the following categories of Data Subjects including but not limited to:

- Customer's Users authorized by Customer to use the Box Service
- Employees, agents, advisors, consultants of Customer (who are natural persons)
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors

Type of Customer Personal Data

Subject to the determination and control by the Customer in its sole discretion, Customer may submit Customer Personal Data to the Box Service including but not limited to the following types of Customer Personal Data:

- First and last name
- Contact information (title, position, company, email, phone, physical business address)
- Employer
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data

Exhibit 2

Security Controls

Box will implement the controls listed below or their equivalent during the term of this DPA:

1. Access controls. Processor will implement suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment. This will be accomplished by:

- Access authorizations for employees and third parties, including the respective documentation
- Keycards and passes
- Restrictions on keys
- Requirements for third parties
- Identifying of the persons having authorized access
- Protection and restriction of entrances and exits
- Establishing security areas especially for deliveries and handover
- Securing the building (security alarm system, supervision by guards)

2. Access control to data. Processor commits that persons entitled to use the data processing system will only access Customer Personal Data within the scope and to the extent covered by the respective access permission (authorization). This will be accomplished by:

- Locking of workstations
- Requirements for user authorization
- Confidentiality obligations
- Differentiated access policies (e. g. partial blocking)
- Controlling destruction of data media
- Processes for the development and release of programs

3. User Control. Processor will implement suitable measures to prevent its data processing systems from being used by unauthorized persons. Further, Processor will implement suitable measures to prevent unauthorized reading, copying alteration or removal of the data media, unauthorized input into memory, reading, alteration or deletion of the stored data. This will be accomplished by:

- Access authorization requirements
- Workstation identification and / or the users accessing Processor systems
- Automatic disablement of user IDs after several erroneous passwords are entered
- Logging of events and activities (monitoring of break-in attempts)
- Issuing and safeguarding the identification codes
- Dedicated of workstations and / or users
- Authenticating authorized personnel
- Use of encryption where deemed appropriate by Processor
- Separating production and test environment
- Automatic log-off of user IDs that have not been used for a substantial period of time
- Designating the areas in which data media may / must be located
- Designating the persons in such areas for authorized handling and removal of data media
- Controlling the removal of data media

- Securing the areas in which data media are located
- Controlling files, controlled and documented destruction of data media

4. Transmission control. Processor will secure the Customer Personal Data processed through the use of the Processor's Box Service. This will be accomplished by:

- Authenticating authorized personal
- Designating the areas in which data media may / must be located
- Controlling the removal of data media
- Designating the persons in such areas who are authorized to remove data media
- Locking of confidential data media
- Controlling of destruction of data media
- Policies controlling the production of backup copies
- Documentation of the transfer, retrieval, and transmission programs
- Authorization policy
- Encrypting external online transmission
- Deleting remaining data before changing data media

5. Input Control. Processor will provide for the retrospective ability to review and determine the time and the point of the Data Subject's Customer Personal Data entry into the Data Processor's data processing system. This will be accomplished by:

- Electronic recording of data processing, in particular usage of data

6. Organizational control. Processor will maintain its internal organization in a manner that meets the requirements of Data Protection Legislation. This will be accomplished by:

- Internal data processing policies and procedures, guidelines, instructions, and/or process descriptions for programming, testing and release
- Implementing an emergency/backup contingency plan).

7. Instructional control. The Customer Personal Data transferred by Controller to Processor may only be processed in accordance with the instructions of the Controller. This will be accomplished by:

- Binding policies and procedures for the Data Processor's employees

8. Control of separation of data. Processor will implement suitable measures to allow the separate processing of data which have been collected for different purposes. This will be accomplished by:

- Logical separation