

On-Line File Storage
First Edition
March 2014

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User Guide



On-Line File Storage Issues for Purchasers

1. Permission Purchasers must have documented permission from their agency CIO or designee, and must coordinate their activities as established by their agency with respect to the OCIO On-Line File Storage Guidance.
2. Public disclosure Be aware that material sent to on-line file storage is subject to normal public disclosure and archiving rules.
3. Preview Interested agencies may preview service at <https://box.com>, <https://support.box.com/hc/en-us>, and <https://success.box.com>.
4. Additional services In addition to the Box service itself, associated augmentations are also available. Contact the VAR, cloudPWR. Contact info is on the DES contract website.
5. Orders for subscriptions are to be directed to cloudPWR which also offers assistance in set up, offering a basic and a more involved set up on-site assistance packages. Orders may be made via PO for later billing, or via P-Card.
6. Access Subject to Purchaser's continued compliance with the obligations of this Agreement, including the timely payment of all applicable Fees, Contractor hereby grants Purchaser the non-exclusive right during the Term to: (a) allow Users designated as Administrators to access and use the Administrative Console to create and administer Accounts registered to Purchaser; (b) allow Users to store, retrieve, and share Content through the Box Service in accordance with the Support Guide solely through any Account registered to Purchaser; and (c) make a reasonable number of copies of the API, the Box Software and any Support Guide Contractor directly makes available to Purchaser, if any, and distribute and use such copies solely for Purchaser's own internal business purposes to support the use of the Box Service by Users.
8. Restrictions on Use. The Box Service is subject to some Bandwidth and storage capacity limits. If an agency is planning an extensive deposit, a call to Box would be advised. Purchaser agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any User or otherwise used through its Account. Purchaser agrees not to use or permit the use of the Box Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (c) in any manner that is likely to damage, disable, overburden, or impair the Box Service or interfere in any way with the use or enjoyment of the Contractor Service by others; (d) to introduce any malware or other malicious activity in Purchaser's or an User's use of the Box Service; (e) in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation; or (f) in any way that constitutes or encourages conduct that could constitute a criminal offense.
9. Suspension of Service. Contractor may at any time suspend any User's use of the Box Service and/or remove or disable any Content as to which Contractor reasonably and in good faith believes is in violation of this Agreement. Contractor agrees to provide Purchaser with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Box Service or any third party, in which case Contractor will notify Purchaser to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.
- 10 Non-Contractor Applications and Services. Contractor makes third-party applications, which are separately licensed by their provider, available to Purchaser for use in connection with the Contractor Service ("**Third-party Products**"). Contractor makes no warranties of any kind and assumes no liability whatsoever for Purchaser's use of such Third-party Products.

- 11 **Establishment of Accounts.** Purchaser will promptly appoint an Administrator for the Administrative Console. Contractor will initially provide the necessary passwords or other unique identifiers to the Administrator to access the Administrative Console. As between the Administrator and Contractor, the Administrator will be solely responsible for the assignment and management of Accounts.
- 12 **Managed Users.** Purchaser will have the right to appoint a Managed User for each Account established through the Administrative Console. As between the Administrator and Contractor, the Administrator will be responsible for providing the necessary passwords to permit Managed Users to access and use the Contractor Service. Purchaser will ensure that all Managed Users do not share any password with any other person or permit any other person to log on as such Managed User. In the event of termination or withdrawal of a Managed User, or Purchaser may reassign the Account to a new Managed User, at no additional cost, subject to the terms of this Agreement.
- 13 **Content.** Purchaser will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with the this Agreement and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content; (d) promptly handle and resolve any notices sent to Purchaser by any person claiming that any Content violates any person’s rights, including take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (e) maintain appropriate security, and protection of the devices accessing the Box Service.
- 14 **Notification of Unauthorized Use.** Purchaser will immediately notify Contractor in writing of any unauthorized use of any Account, Content or the Box Service that comes to Purchaser’s attention. In the event of any such unauthorized use by any third party that obtained access to the Box Service directly or indirectly through Purchaser or through any User, Purchaser will take all steps necessary to terminate such unauthorized use and will provide Contractor with such cooperation and assistance related to any such unauthorized use as Contractor may reasonably request.
- 15 **Support Services** Box will provide support services to assist Customer in resolving Issues (“Support Services”). Support Services do not include (a) physical installation or removal of the API, the Box Software and any Documentation; (b) visits to Customer’s site; (c) any professional services (“Professional Services”) associated with the Box Service, including, without limitation, any custom development, data modeling, training and knowledge transfer; or (d) the set-up, configuration and use of the Box Service. Box’s performance of Professional Services if any, will be subject to the Parties’ execution of a Professional Services addendum (“PSO Addendum”) to this Agreement and payment of the applicable Fees.

Hours of Operation and Response Time	Standard Support
Hours of Operation	5 AM – 6 PM PST Monday – Friday
Support Access Method	Web/Phone
Support Response Method	Email/Phone
Number of Support Requests	Unlimited
Priority Level/Target Response Time:	
Level 1 – Urgent	Within 1 business hour
Level 2 – High	Within 4 business hours
Level 3 – Normal	Within 8 business hours