



BOX
SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT
(v.08__15)

PREVIEW SDK

This Agreement (this "**Agreement**") forms a legally binding agreement between Box (as defined in Section 14) and you ("**Developer**") that governs Developer's right to access and use this software development kit ("**SDK**").

DEVELOPER'S RIGHT TO USE THE SDK IS SUBJECT TO DEVELOPER'S ACCEPTANCE OF AND CONTINUING COMPLIANCE WITH THIS AGREEMENT. Developer accepts this Agreement by either: (a) clicking an option to "accept" or "agree" to this Agreement, where such option is made available by Box; or (b) by actually using the SDK, in which event Developer hereby agrees that such use constitutes acceptance of this Agreement from that time onwards. Developer will not use the SDK and will not accept this Agreement if Developer is barred from using the SDK under the laws of the United States or other countries including the country in which Developer is a resident or in which Developer access or uses the SDK. If the individual accepting this Agreement is doing so on behalf of an employer or other entity, such individual represents and warrants that such individual has full legal authority to bind such employer or other entity to this Agreement; and, if the individual does not have the requisite authority, the individual may not accept the Agreement or use the SDK on behalf of such employer or other entity. IF DEVELOPER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, DEVELOPER MUST NOT USE THE SDK AND MAY NOT OFFER OR CREATE APPLICATIONS OR SERVICES THAT INTERACT WITH THE SDK.

This Agreement does not govern use of any Box software or services other than the SDK. See the relevant agreements accompanying the other Box software or services for their respective governing terms.

1. **Purpose.** The "**SDK**" means the Box software development kit, including any subsequent updates or upgrade made available to Developer, and any associated documentation, software code, or other materials made available by Box to assist Developer in developing solution(s) (each a "**Developer Application**") that preview files stored in Box's cloud-based content collaboration service (the "**Box Service**"). This Agreement applies to any SDK provided by Box or that includes, displays, or links to this Agreement, and to any updates, supplements or support services for this SDK. Developer may only use this SDK to develop a Developer Application that interoperates with one or more Box service(s) and to certify compatibility of Developer's Product(s) with Box's service(s).
2. **Use Rights.** Subject to Developer's compliance with the terms of this Agreement, Developer may:
 - a. download, install, and use the SDK on its devices solely to design, develop, and test Developer Application(s); and
 - b. make a reasonable number of copies of the SDK as necessary to develop Developer Application(s), provided that Developer reproduces complete copies of the SDK, including without limitation all "read me" files, copyright notices, and other legal notices and terms.
 - c.Box reserves the right to discontinue offering the SDK (or any updates thereto) or to modify the SDK at any time in its sole discretion. Free/open source software components distributed in this SDK are licensed to Developer under the terms of the applicable free/open source license agreements. The free/open source software licenses can be found in the THIRD_PARTY_LICENSES file included in the SDK.
3. **Restrictions.** Except as set forth above, Developer may not:
 - a. disassemble, patch or in any way alter the behavior of the SDK binary framework, particularly with the aim of previewing files that are not stored in the Box Service or were never downloaded from the Box Service;
 - b. use, or attempt to use, the files downloaded by the SDK directly, including by previewing files downloaded directly to the local storage of the device running the Developer Application;



- c. modify, distribute, sell, lease, rent, lend, or sublicense the SDK (or any copy or portion thereof);
- d. pre-install or embed applications created using this SDK on third-party devices;
- e. use the SDK to create, design, or develop anything other than Developer Application(s);
- f. charge users of the Developer Application any separate fee specifically to access or use any Box offered services from the Developer Application;
- g. create any alternate connections to the SDK other than through and with public interfaces which are documented in the “docs” directory in the SDK.
- h. modify, create derivative works of, reverse engineer, reverse compile, disassemble the SDK, or otherwise seek to ascertain the source code, except and only to the extent that applicable law expressly permits, despite this limitation (in which case Developer will provide Box with prior notification and the opportunity to respond); or
- i. modify or distribute any portion of the SDK, or distribute any Developer Application, in any way that would subject any portion of the SDK to an Excluded License. An “**Excluded License**” is a license that requires, as a condition of use, modification, or distribution of code subject to that license, that the code be disclosed or distributed in source code form or that others have the right to modify the code.
- j. use the SDK:
 - i. to circumvent any technical or licensing restrictions of Box services;
 - ii. to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware;
 - iii. to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, etc; or
 - iv. in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation.

4. **License to Marks.** Subject to Developer’s compliance with the terms of this Agreement, Box grants to Developer a limited, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right and license to display the Box Marks solely in connection with marketing of Developer Application(s) in accordance with this Agreement and Box’s current Branding Guidelines. “**Box Marks**” means the Box trademarks indicated in the Box Branding Guidelines. Developer agrees and acknowledges that:

- a. the Box Marks, whether or not registered, are the sole property of Box or its suppliers;
- b. Developer’s reproduction of the Box Marks inures to the benefit of Box; and
- c. Developer acquires no legal rights in the Box Marks.

Developer agrees that it will not adopt or use any Box Marks or any word, company name, mark or design that is similar to or confusing with the Box Marks. Developer will not use the Box Marks in connection with any activity that:

- i. disparages Box or its products or services;
- ii. violates or infringes any intellectual property of Box; or
- iii. violates any local, state, federal, country, or international regulation or law.

5. **Feedback.** Developer may, from time to time, provide feedback to Box concerning the functionality and performance of the SDK or Box services including, without limitation, identifying potential errors and improvements (“**Feedback**”). In such event, Box may freely use and exploit any such Feedback without any obligation to Developer, unless otherwise agreed upon in writing. Developer hereby assigns to Box any proprietary right that Developer may have in or to any modification, enhancement, improvement or change in or to the Box Service based upon any Feedback from Developer.

6. **Box Independent Development.** Nothing in this Agreement will impair Box’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any Developer Application or other products, software or technologies that Developer may develop, produce, market, or distribute.

7. **Support.** Box does not provide technical or other support for the SDK under this Agreement.



8. **Termination.** This Agreement becomes effective on the date Developer first uses the SDK and will continue as long as Developer is in compliance with the terms specified herein or until otherwise terminated. Either party may terminate this Agreement upon thirty days written notice if the other party is in material breach of any term of this Agreement. Developer agrees, upon termination, to immediately destroy all copies of the SDK within the Developer's possession or control. The following Sections survive any termination of this Agreement: Sections 5, 9, 11, 12, 13, 15, 16 and 17.
9. **Ownership.** The SDK is licensed, not sold. Box reserves all other rights not granted herein. The parties acknowledge that, as between the parties:
- a. Box or its licensors retain complete ownership of all Intellectual Property Rights in and to the SDK; and
 - b. Developer or its licensors retain complete ownership of all Intellectual Property Rights in the Developer Application(s) (subject to Box's underlying ownership of the Intellectual Property Rights in and to the SDK).

Nothing in this Agreement will be construed to transfer or assign any Intellectual Property Rights of either party to the other. "**Intellectual Property Rights**" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights.

10. **Data Privacy.** Developer agrees that Box may periodically collect, process and store technical and related information about Developer's device, system, application, peripherals and Developer's use of the SDK, including without limitation:
- a. internet protocol address;
 - b. hardware identification;
 - c. operating system;
 - d. application software;
 - e. peripheral hardware;
 - f. number of active plugins and software development kits;
 - g. the successful installation and launch of SDK; and
 - h. SDK usage statistics (collectively, "**Technical Data**").

Box will use Technical Data for internal statistical and analytical purposes to facilitate support, invoicing or online services, the provisioning of updates, and the development of Box services. Box may transfer Technical Data to other companies in the Box group from time to time. Developer acknowledges that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. Developer is solely responsible for taking the steps necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to Box. For each Developer Application, Developer will provide a privacy policy describing information collected by such Developer Application and Developer's privacy practices. Any privacy policy created by Developer for any Developer Application will be at least as restrictive as Box's then-current privacy policy ("**Box Privacy Policy**") found at <https://www.box.com/static/html/privacy.html>. Developer will comply and ensure that the Developer Application complies with the Box Privacy Policy and any privacy policy it creates for a Developer Application.

11. **DISCLAIMER OF WARRANTIES.** THE SDK IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.



12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BOX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF BOX HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BOX'S TOTAL AND CUMULATIVE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT EXCEED \$50.00. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. INDEMNIFICATION. DEVELOPER WILL DEFEND, INDEMNIFY AND HOLD BOX, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND ALL LIABILITIES, ASSESSMENTS, LOSSES, COSTS OR DAMAGES RESULTING FROM OR ARISING OUT OF:

- a. DEVELOPER'S BREACH OF THIS AGREEMENT;
- b. DEVELOPER'S INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY, OTHER RIGHTS OR PRIVACY OF A THIRD PARTY; AND/OR
- c. MISUSE OF ANY OF THE SERVICES BY A THIRD PARTY WHERE SUCH MISUSE WAS MADE AVAILABLE BY DEVELOPER'S FAILURE TO TAKE REASONABLE MEASURES TO PROTECT DEVELOPER'S USERNAME AND PASSWORD AGAINST MISUSE.

Developer will not settle any claim, and no settlement of a claim will be binding on Box, without Box's prior written consent, which will not be unreasonably withheld or delayed.

14. Box Entity. The location of Developer will determine the Box entity with which Developer is contracting under this Agreement and to which Developer should direct notices under this Agreement, as follows:

Developer Location	Box Contracting Entity	Box Notices Sent to
Within United States	Box, Inc.	LegalOps, Box, Inc., 4440 El Camino Real, Los Altos, California, 94022, United States of America
Rest of World	Box.com (UK) Ltd	LegalOps, Box.com (UK) Ltd, 64 North Row, 2nd Floor, London W1K 7LL, United Kingdom

15. Confidentiality. "Confidential Information" means all information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") that 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. non-public materials regarding the SDK or other Box services;
- b. license keys;
- c. the terms of this Agreement including all orders and pricing thereto; and
- d. Box's strategic roadmaps, product plans, product designs and architecture, technology and technical information, 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.

The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party and will only use the Confidential Information of the Disclosing Party to exercise its rights and perform its obligations under this Agreement. 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, including the terms and conditions of this Agreement, 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 legal counsel, accountants, banks, and financing sources and their advisors;
- C. in connection with the enforcement of this Agreement or rights under this Agreement;
- D. the terms and conditions of this Agreement in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction; or
- E. to respond to an emergency which Box believes in the good faith requires Box to disclose information to assist in preventing the death or serious bodily injury of any person.

16. Governing Law/Venue. 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. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Developer hereby irrevocably and unconditionally consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Santa Clara County, California. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

17. General. Developer will not, directly, indirectly, by operation of law or otherwise, assign all or any part of this Agreement or its rights hereunder or delegate performance of any of its duties hereunder without the prior written consent of Box. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. Any modifications of this Agreement must be in writing and signed by both parties hereto. The failure of either party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. The parties will promptly replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. 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. If at any time Developer has any questions about this Agreement, the Developer Web Site or the Developer Services, Developer should contact Box at sdks@box.com.