Government - Price Quotation

DocuSign Government at Carahsoft

TO:	Jeff Zimmermann Director, Procurement and Business Services The Texas A&M University System 301 Tarrow Street Moore/Connally Building Ste 273 College Station, TX 77840 USA	**FROM:**	Samuel Randolph DocuSign Government at Carahsoft 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	jzimmermann@tamus.edu	**EMAIL:**	Samuel.Randolph@carahsoft.com
PHONE:	(979) 458-6410	**PHONE:**	(703) 871-8660 **FAX:** (703) 871-8505

TERMS:	DIR Contract No. DIR-TSO-4288 Expiration Date: February 21, 2025 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Texas VID#: 1522189693700 Sales Tax May Apply

QUOTE NO:	31562096
QUOTE DATE:	11/09/2021
QUOTE EXPIRES:	11/12/2021
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$462,000.00
TOTAL QUOTE:	$462,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	APT-0272-679	DocuSign Enterprise Pro Edition - Seat Subscription DocuSign, Inc. - APT-0272 Start Date: 11/12/2021 End Date: 11/11/2022		$182.6086	TX DIR	2200	$401,738.92
2	APT-0075-679	Premier Support 15% of Recurring Fees (15% of List Price per $100 of List License Fees) DocuSign, Inc. - APT-0075 Start Date: 11/12/2021 End Date: 11/11/2022		$60,261.0800	TX DIR	1	$60,261.08

SUBTOTAL:	$462,000.00
TOTAL PRICE:	**$462,000.00**
TOTAL QUOTE:	**$462,000.00**

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DocuSign Government at Carahsoft

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Product Details
eSignature Seat Allowance: 2,200
eSignature Envelope Allowance: 220,000

Order Special Terms
For clarification, the number of active seats will be determined by the total number of Authorized users who have sent an Envelope. The minimum number of active seats will be the 2,200 Enterprise Pro Edition seats purchased under this order form, plus any add on orders executed during the term. At any time during the Term, Customer (or in some cases formerly known as Subscriber) will have the option to purchase additional Seats for the Enterprise Pro Edition, in minimum bundles of 50 seats, at the same price of $210.00 per Seat annually, inclusive of Support, prorated to the end of the Term. DocuSign and Customer acknowledge that Customer currently has 18,035 active seats and Customer further agrees that they will make commercially reasonable efforts to deactivate any additional active seats over 2,200 by 1/31/2022. If the customer fails to do so before 1/31/22, Customer will purchase the additional seats that remain active, in minimum bundles of 50 seats.

Terms & Conditions
This Order Form covers the DocuSign Products and Services described herein and is governed by Carahsoft's DIR Contract 4288 available online at: https://www.carahsoft.com/buy/slg-contracts/txdir/dir-tso-4288 and DocuSign's MSA Terms and Conditions that was negotiated and mutually agreed upon between DocuSign and The Texas A&M University System. In the event of any conflicts between the DIR Contract and the negotiated DocuSign MSA, the DIR Contract will take precedence.

ADDENDUM TO
ORDER FORM
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND
CARAHSOFT TECHNOLOGY CORPORATION

This Addendum amends and supplements the Order Form, Quote No. 23419919 (the "Agreement") between The Texas A&M University System, an agency of the State of Texas (the "A&M System"), and Carahsoft Technology Corporation ("Provider"). The terms of this Addendum are made part of the Agreement. The parties agree as follows:

1.   Except as provided in this Addendum, each term used in this Addendum has the meaning ascribed to it in the Agreement.

2.   Should any of the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum will control.

3.   Provider shall ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

4.   Venue for any suit filed against A&M System or any of its members must be as provided in Texas Education Code Section 85.18.

5.   By executing this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

6.   To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.   Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Provider certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.

8.   Pursuant to Texas Government Code Chapter 2274 and if applicable, Provider certifies that Provider does not boycott energy companies and will not boycott energy companies during the
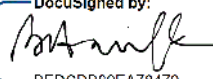
term of this Agreement. For purposes of this provision, "boycott energy companies" has the meaning provided in Texas Government Code Section 809.001.

9.   Pursuant to Texas Government Code Chapter 2274 and if applicable, Provider certifies that Provider (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

10.   Pursuant to Section 2155.0061, Texas Government Code, Provider certifies that Provider is not ineligible to enter into this Agreement due to financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that the A&M System may terminate this Agreement and withhold payment if this certification is inaccurate.

11.   Provider shall preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

The parties have executed this Addendum as of the date(s) indicated below.

The Texas A&M University System

By _____
Name _____
Title Deputy Chancellor
Date 11/2/2021 | 08:44:35 CDT

Carahsoft Technology Corporation

By Zak Kennedy
Name Zak Kennedy
Title Sales Manager
Date 10/28/21

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

This DocuSign Master Services Agreement for U.S. Public Entities (Non-Federal) ("MSA") is made between DocuSign, Inc., a Delaware corporation, ("DocuSign") and the Customer identified in the Order Form ("Customer"), together referred to as the "Parties" and each individually as a "Party." Specific services terms, product details and any applicable license and/or subscription terms may be set forth in applicable Service Schedule(s), each of which become binding on the Parties and subject to this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. This agreement applies to Customer only if Customer is (i) a United States state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User's official capacity as a state, local government, or school official or employee ("Official Use"). Nothing in this agreement makes DocuSign a government contractor for any federal, state, local, or foreign government.

Customer's use of the DocuSign Services is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the "Agreement" that consists of:

1.   any attachments and/or appendix(ices) to a Service Schedule;
2.   Service Schedule(s); and
3.   this MSA.

The applicable attachment(s), appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) purchased on the Order Form (Service Schedules corresponding to respective DocuSign Services may be found here: (located at https://www.docusign.com/company/terms-and-conditions/reseller-msa-service-schedules)). In the event of a conflict between any attachment, appendix, Service Schedule or this MSA, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Resell Customer MSA Version: December 18, 2019.

Each Party agrees as follows:

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1.   DEFINITIONS

"Account" means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

"Account Administrator" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"Affiliate" of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.

"Authorized User" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer's and/or Customer Affiliates' internal business purposes.

"Confidential Information" means (a) for DocuSign and its Affiliates, the DocuSign Services and Documentation; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party, including its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party, including its Affiliates, receiving Confidential Information ("Recipient") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer" means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services.

"Customer Data" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Cloud Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Cloud Services or material provided by or on behalf of DocuSign.

"Documentation" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"DocuSign Cloud Service(s)" means any subscription-based, hosted solution that is supported and operated on demand and provided by DocuSign under this Agreement.

"DocuSign Service(s)" means the products and services identified in a corresponding Order Form that are provided by DocuSign.

"eDocument" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Cloud Service by Customer for processing.

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

"Internal business purposes" means Official Use by Authorized Users for Customer's internal purposes.

"Order Form" means the online or paper ordering document or other document between Customer and Reseller specifying the relevant DocuSign Services ordered and purchased by Customer from the Reseller; in the event of a conflict related to the DocuSign Services purchased, services terms, product details or descriptions or any applicable license and/or subscription terms (e.g., Order Start Dates and Order End Dates) between an Order Form and the corresponding order form or other ordering document between Reseller and DocuSign, the conflicting terms in the order form or other ordering document between Reseller and DocuSign will apply to Customer.

"Order End Date" means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form.

"Order Start Date" means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form.

"Professional Services" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form.

"Purchase Agreement" means the Order Form and any other agreement between Customer and Reseller relating to Customer's purchase of DocuSign Services from that Reseller.

"Reseller" means an entity that has contracted with DocuSign or one of DocuSign's authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

"Service Schedule" means the service-specific terms and conditions applicable to a particular DocuSign Service or Services.

2.   USAGE AND ACCESS RIGHTS.

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form. Subject to the terms and conditions of this Agreement, DocuSign grants to Customer a worldwide, limited non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a)   use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form;

(b)   license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

(c)   access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or, (ii) allowing access to its Account by a direct competitor of DocuSign;

(d)   reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;

(e)   use the DocuSign Services or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f)   fail to interfere with or disrupt the integrity, operation, or performance of the DocuSign Services or interfere with the use or enjoyment of it by others;

(g)   use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Cloud Service or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form, even if technically possible; or

(h)   use, or allow the use of, the DocuSign Services in violation of Section 12.5 (Trade Restriction).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services, or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates this Agreement. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Trial Usage. If Customer registers for a free trial, promotional offer, or other type of limited offer for use of the DocuSign Services ("Free Trial"), Customer may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement by reference as a Service Schedule and are legally binding upon the Parties. ANY DATA THAT CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS CUSTOMER: (a) PURCHASES A SUBSCRIPTION TO THE SAME DOCUSIGN SERVICES AS THOSE COVERED BY THE TRIAL; (b) PURCHASES AN UPGRADED VERSION OF THE DOCUSIGN SERVICES; OR (c) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CONFIGURATIONS MADE DURING THE FREE TRIAL TO A DOCUSIGN SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, AND IN SUCH SITUATION ANY CUSTOMER DATA OR CUSTOMIZATION WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION 7 (WARRANTIES AND DISCLAIMERS), FREE TRIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND DOCUSIGN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS $100.

3.   OWNERSHIP.

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store or disclose the Customer Data in order to provide the DocuSign Services to Customer or, subject to the terms of Section 10.2 (Required Disclosure) below.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. All deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

3.3 Third-Party Services and Materials. Customer may choose to purchase or otherwise obtain from DocuSign products, services or materials that are provided or supported by third parties ("Third-Party Services and Materials") for use with DocuSign Services. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services and Materials that are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer.   DocuSign does not represent and/or warrant in any manner that Third-Party Services and Materials are accurate, current, or comply with laws, rules and/or regulations of, or are otherwise valid and enforceable in or appropriate for, the jurisdiction in which the Third-Party Services and Materials are used or for Customer's purposes.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources ("Feedback"). To the extent Customer provides Feedback, Customer grants to DocuSign a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 12.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction; provided that such Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data without Customer's prior written consent.

4.   SECURITY AND CUSTOMER DATA.

4.1 Data Storage/Transfer. If Customer or Customer Affiliate is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the Data Protection Attachment for DocuSign Signature found at: https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection ("DPA") applies to the processing of any Personal Data (as defined in Section 1 of the DPA).

4.2 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data. Additional security obligations, if any, shall be set forth or referenced in the applicable Service Schedule, attachment and/or appendix.

4.3 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to

DOCUSIGN MASTER SERVICES AGREEMENT FOR NON-FEDERAL U.S. PUBLIC ENTITIES

verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in this Agreement.

4.4 Use of Aggregate Data. Customer agrees that DocuSign may collect, use, and disclose quantitative data derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and deidentified form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5.   PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6.   TERM AND TERMINATION.

6.1 Term. The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "Term"). The term of this MSA and this Agreement shall continue as long as an Order Form remains valid and in effect. Notwithstanding anything else contained in this Agreement, DocuSign may, in its sole discretion, immediately terminate any Order Forms, this Agreement and/or the provision of any DocuSign Services in the event Customer is in breach of any terms or conditions of the Purchase Agreement.

6.2 Termination for Breach; Termination for Insolvency. If either Party commits a breach or default in the performance of any of its obligations under this Agreement, then the other Party may terminate this Agreement in its entirety by giving the defaulting Party written notice of termination, unless the breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

6.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts owed by Customer to DocuSign that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 6.1, 6.3, 7.3, and 9 through 12 will survive.

6.4 Termination Assistance and Transition Services. If, upon termination or expiration of this Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from DocuSign in relation to such termination or expiration, Customer may request and DocuSign will provide: (a) assistance in retrieving Customer Data and completed eDocuments still remaining in the DocuSign Services, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties at DocuSign's then-current rates for such services. DocuSign will otherwise delete all Customer Data in the DocuSign Cloud Services within ninety (90) days of the termination or expiration of this Agreement, except as otherwise stated in the Agreement or unless applicable laws require storage of the Customer Data for longer or such reasonable

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time period beyond 90 days required to complete deletion of the data through the normal functionality of system operation for processing deletions.

7.   WARRANTIES AND DISCLAIMERS.

7.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

7.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

7.3 Disclaimer. Except for the express representations and warranties stated in this Section 7 (Warranties and Disclaimers) or a Service Schedule, DocuSign: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and title; and (c) does not warrant that the DocuSign Services are or will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

8.   THIRD-PARTY CLAIMS.

Upon demand, Customer will: (1) defend DocuSign and its Affiliates and each of the foregoing's respective employees, directors, agents, and representatives (collectively, the "Indemnified Parties") from and against any actual or threatened third-party claim or legal or administrative agency action or proceeding (a "Claim") to the extent arising from or related to: (a) use of the DocuSign Services by Customer or its Authorized Users; (b) any breach by Customer of its obligations under Section 2.2 (e)-(f) (Restrictions) or Section 10 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services; and (2) indemnify the Indemnified Parties against all settlement amounts agreed to in connection with any such Claim, all damages and costs awarded in connection with any such Claim and all costs, expenses and losses incurred by any Indemnified Party in connection with a Claim (including legal costs). Customer reserves the right, at its expense, to provide applicable Indemnified Parties with prompt written notice of its intention to assume the exclusive defense and control of any Claim (absent which DocuSign or other Indemnified Party, as determined by DocuSign, will control such defense and may defend such Claim at Customer's expense). Customer may not enter into any settlement of any Claim unless DocuSign gives its prior written approval of the settlement.

9.   LIMITATIONS OF LIABILITY.

9.1 Exclusion of Damages. UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL DOCUSIGN (OR ITS AFFILIATES) BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES..

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9.2   Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM DOCUSIGN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF DOCUSIGN (OR ITS AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

9.3   Independent Allocations of Risk. h provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

10.   CONFIDENTIALITY.

10.1   Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature..

10.2   Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's state law with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by law to disclose any information that would be considered to be Confidential Information under DocuSign's standard terms, Customer agrees to make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

10.3   Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

10.4   Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek

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injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 10 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 10 (Confidentiality).

11.   GOVERNING LAW AND VENUE.

This Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement. Provisions of the Agreement pertaining to governing law and venue do not apply to Official Use of the DocuSign Services to the extent such provisions are prohibited by Customer's state constitution or laws, in which case this Agreement is governed by the laws of Customer's state.

12.   GENERAL

12.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

12.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under this Agreement will be void.

12.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

12.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence;

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provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

12.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a)   Each Party shall comply with all applicable Trade Restrictions. In addition, each Party represents that it is not a Restricted Party, nor is it owned or controlled by, or acting on behalf of any person or entity that is a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at https://www.export.gov/article?id=Consolidated-Screening-List; or (ii) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009.

(b)   Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates' or Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within in a country or territory subject to comprehensive U.S. sanctions (currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Iran, North Korea, and Syria).

12.6 Anti-Corruption. In connection with the services performed under this Agreement and Customer's use of DocuSign's products and services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

12.7 U.S. Government Rights. All DocuSign software (including DocuSign Services) is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 12.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

12.8 Publicity. Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Service unless the prior written consent of the other Party has been obtained DocuSign agrees that Customer's seals,

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trademarks, logos, service marks, trade names, and the fact that Customer has a presence on one of DocuSign's websites or uses the DocuSign Services, will not be used by DocuSign in such a manner as to state or imply that DocuSign's products or services are endorsed, sponsored or recommended by Customer or are considered by Customer to be superior to any other products or services without prior approval from Customer or by other relevant government authority. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign's hosted sites unless permission to do so has been granted by Customer or by other relevant government authority. Notwithstanding the foregoing, Customer hereby agrees that DocuSign may list Customer's name in a publicly available customer list on a DocuSign website or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party customer name.

12.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

12.11 Amendment. DocuSign reserves the right to change or modify any of the terms and conditions contained in this Agreement (including, in any Schedule, appendix or attachment or by the addition of one or more Schedules, attachments or appendices) at any time and in its sole discretion upon providing notice at https://www.docusign.com/company/terms-and-conditions/reseller. Any changes or modifications will be effective thirty (30) days following posting of such notice; provided, no amendments, modifications or other changes will apply retroactively. Customer waives any right it may have to receive additional notice of such changes or modifications. Customer's continued use of any DocuSign Service following the posting of a revised Agreement will constitute Customer's agreement to be bound by the revised Agreement. Customer agrees that if it does not agree to any terms any revised Agreement, Customer will cease using DocuSign Services.

12.12 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

12.13   Discrimination and Non-Segregation. DocuSign, Inc. is a federal contractor. As a result, the Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, DocuSign shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

12.14. FERPA. If Customer wants its students to use the DocuSign Services (permitted only for "eligible students" as defined under the U.S. Family Educational Rights and Privacy Act ("FERPA"), DocuSign acknowledges that Customer is responsible for complying with FERPA. This means Customer must notify those students of the personally identifiable information that it will collect and share with DocuSign and

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obtain any required consents before its students sign up or use the DocuSign Services. When obtaining such consent, Customer should provide students with a copy of DocuSign's Privacy Policy. Customer must keep all consents on file and provide them to DocuSign at DocuSign's reasonable request. Customer hereby designates DocuSign as a "School Official" as that term is used in FERPA and its implementing regulations with a legitimate educational interest as that term is used in FERPA and its implementing regulations in any Customer Data that is subject to FERPA. As such, DocuSign agrees that it will hold all Customer Data (including personal data therein) in strict confidence pursuant to the terms of the Agreement and will not use or disclose Customer Data except: (a) as required to provide the DocuSign Services to Customer or (b) as required by law, but only to the extent permitted and only in the manner prescribed by the law, and (c) as otherwise expressly authorized by the Agreement or otherwise permitted under FERPA. DocuSign shall require any of its subcontractors or agents to comply with the same restrictions and obligations with respect to Customer Data imposed on DocuSign in this Agreement. This section will not create any obligations on the part of DocuSign outside those set forth in this Agreement.

12.15. Gramm-Leach-Bliley Act. DocuSign agrees and warrants it has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eDocument and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501(b) of the Gramm-Leach-Bliley Act.