

Board Office Use: <b>Legislative File Info.</b>	
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Enactment Date	6/26/2024 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** June 26, 2024

**Subject** DocuSign Master Services Agreement – DocuSign, Inc. – Community Schools and Student Services Department

**Ask of the Board**

Approve Services Agreement  
 Ratify DocuSign Master Services Agreement

**Description of Services & Background**

Vendor will provide electronic signature services and product support for the Expanded Learning Office in the Community Schools and Student Services Department, to facilitate electronic collection and tracking of approvals related to the department’s production of After School Program Planning document, After School Memoranda of Understanding, Summer Learning Program Planning documents and contracts as well as invoices from After School and Summer Lead agencies.

California Government Code Section 16.5 allows for public entities to allow use of digital signatures for any written communication requiring signature so long as certain conditions are met. As all school districts continue to face budget challenges and reductions in staffing levels, the need to take advantage of technological efficiencies is greater than ever. With hundreds of contracts, Memoranda of Understanding, and program planning tools and more than a thousand partner invoices requiring signatures from Principals across the District and partners across the Bay Area and beyond each year, being able to collect these signatures electronically will save District staff many hours of physically moving documents from location to location for ink-on-paper signatures. This will allow for more timely submission of documents to the Board as well as more timely payment to our partners, as documents move from one signatory to the next as soon as a digital signature

is received.

DocuSign was selected because they are a leader in the digital signature industry and have a product specifically designed to be integrated directly into the District’s Salesforce environment, in which much of the Expanded Learning collaborative program development process takes place. The California Department of Technology provides State and local government with a list of acceptable off-the-shelf solutions that implement the use of an electronic and/or digital signature in any transaction between two or more persons, including a government agency. DocuSign is included among those vendors.

<b>Term</b>	Start Date: May 15, 2024 End Date: May 14, 2025
<b>Not-To-Exceed Amount</b>	\$14,271.93
<b>Funding Source(s)</b>	Resource 4124 – 21 <sup>st</sup> Century After School Safety and Enrichment for Teens Grant in the amount of \$14,271.93
<b>Competitively Bid</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):
<b>District In-Kind Contributions</b>	None
<b>Specific Outcomes</b>	Use of this software will save District staff many hours of physically moving documents from location to location for ink-on-paper signatures. This will allow for more timely submission of documents to the Board as well as more timely payment to our partners, as documents move from one signatory to the next as soon as a digital signature is received.
<b>SPSA Alignment (required if using State or Federal Funds)</b>	<input type="checkbox"/> Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ <input type="checkbox"/> Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: <ul style="list-style-type: none"><li>• Meeting announcement for meeting in which the SPSA</li></ul>

modification was approved.

- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

**Attachment(s)**

- DocuSign Quote and Order Form
- DocuSign Master Services Agreement
- Government Code Section 16.5

**Waiver Attachments (if applicable)**

- Written confirmation of Commercial General Liability Insurance waiver
- Written confirmation of Workers' Compensation Insurance waiver.
- Written confirmation of Tuberculosis Screening waiver.
- Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



DocuSign, Inc.  
221 Main Street, Suite 1550  
San Francisco, CA 94105

**Offer Valid Through:** May 14, 2024  
**Prepared By:** Trevor Floyd  
**Quote Number:** Q-01462839

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## ORDER FORM

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### Address Information

**Bill To:**

Oakland Unified School Districte  
1000 Broadway, Suite 150  
Oakland, CA, 94607  
United States

**Billing Contact Name:**

Martha Pena

**Billing Email Address:**

martha.pena@ousd.org

**Billing Phone:**

(510) 879-8200

**Ship To:**

Oakland Unified School Districte  
1000 Broadway, Suite 150  
Oakland, CA, 94607  
United States

**Shipping Contact Name:**

Martha Pena

**Shipping Email Address:**

martha.pena@ousd.org

**Shipping Phone:**

(510) 879-8200

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### Order Details

**Order Start Date:** May 15, 2024

**Order End Date:** May 14, 2025

**Billing Frequency:** Annual

**Payment Method:** Check

**Payment Terms:** Net 30

**Currency:** USD

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### Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition for SFDC - Envelope Subs.	SUB-2722832-1	May 15, 2024	May 14, 2025	2,250	\$12,410.37
Premier Support - eSign	SUB-2722832-1	May 15, 2024	May 14, 2025	1	\$1,861.56

**Grand Total: \$ 14,271.93**

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### Product Details

eSignature Envelope Allowance: 2,250

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### **Overage/Usage Fees**

eSignature Business Pro Edition for SFDC - Envelope Subs. (Per Transaction): \$6.76

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### **Order Special Terms**

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### **Terms & Conditions**

This Order Form covers the products and services described herein and is governed by the attached terms and conditions.

DocuSign Connect for Salesforce is also subject to the SFDC Service Agreement available online at: <https://www.docusign.com/legal/terms-and-conditions/salesforce>

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### **Billing Information**

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No :**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@docusign.com](mailto:invoicing@docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

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### **Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select:      Yes              No

By marking "No", Customer agrees to process payment for any invoices issued pursuant to this Order Form without a PO Number.

If yes, please complete the following information, and attach your PO (if available), and the invoice will be issued referencing such PO Number:

PO Number:

Please attach PO Attachment here:

If "Yes" is marked, but a PO Number is not provided or a PO document is not attached, then Customer agrees to provide the PO information or PO document to DocuSign at its earliest convenience by sending to [POSubmission@docusign.com](mailto:POSubmission@docusign.com) referencing this Quote Number, but agrees to still process payment per the agreed upon terms.

If Customer has attached a PO (or other document) to this Order Form, Customer acknowledges and agrees that any additional or conflicting terms appearing in such PO (or any other document) are invalid.

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**Salesforce Org Information**

SFDC Org ID:

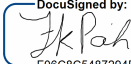
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
**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer**

Signature:   
DocuSigned by:  
806EC2B9F1FE4AB...  
Name: Andrea Bustamante  
Job Title: Executive Director, CSSS  
Date: 5/16/2024

**DocuSign, Inc.**


Signature:   
DocuSigned by:  
F06C8C5487294E5...  
Name: Frank Parish  
Job Title: Manager, Revenue Operations  
Date: May 17, 2024

Benjamin Davis, President, Board of Education 6/27/2024 

Kyla Johnson-Trammell   
Superintendent and Secretary, Board of Education

 DS  
BC

Approved as to form:

By:  Date: 5/16/24  
Jenine Lindsey, Interim General Counsel

## DOCUSIGN MASTER SERVICES AGREEMENT

This DocuSign Master Services Agreement (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation (“**DocuSign**”), and the contracting party identified on the Order Form (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**”, as of the date of last signature below (the “**MSA Effective Date**”). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable DocuSign Service Schedule(s) and Attachments (located at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules> ), Order Form(s) and SOW(s), each of which become binding on the Parties and are incorporated into this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the effective date of the applicable Order Form or SOW, collectively referred to as the “**Agreement**”, that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) is determined by the DocuSign Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

**MSA Version: November 14, 2022**

### TABLE OF CONTENTS

1. Definitions
2. Usage and Access Rights
3. Ownership
4. Security and Customer Data
5. Payment of Fees
6. Taxes
7. Term and Termination
8. Warranties and Disclaimers
9. Third-Party Claims
10. Limitation of Liability
11. Confidentiality
12. Governing Law and Venue
13. General

### 1. DEFINITIONS

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

“**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 in Customer's Account 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 the Agreement and is accessing or using the DocuSign Services solely to support Customer's and/or Customer Affiliates' internal business purposes. For clarification, "internal business purposes" includes the sending of eDocuments to third party recipients for purposes of supporting Customer's business activities, including the sending of eDocuments to Customer's suppliers and customers for review and signature.

**"Confidential Information"** means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps, and pricing; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or 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 should reasonably understand it to be confidential information of the disclosing Party; and (d) the terms and conditions of the 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 the 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 Data"** means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign 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 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 Service(s)"** means the services provided by DocuSign under an Order Form or SOW, and may include software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

**"eDocument"** refers to a contract, notice, disclosure, or other record or document generated using or deposited into the DocuSign Service for processing.

**"Indemnified Party(ies)"** means the Party (whether DocuSign or Customer) being indemnified under Section 9 (Third-Party Claims), including its employees, directors, agents, and representatives.

**"Indemnifying Party(ies)"** means the Party (whether DocuSign or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

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

**"Order Form"** means the order form provided by DocuSign that sets forth the pricing and the DocuSign Services selected by Customer.



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

**"Professional Services"** means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("**SOW**").

**"Service Schedule"** means the service-specific terms and conditions applicable to the DocuSign Service(s).

**"System"** means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

**"Third-Party Services"** means services, software, products, applications, integrations, and other features or offerings that are provided by Customer or obtained by Customer from a third party.

## **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 and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) access and 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 the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. A Customer Affiliate may enter into an Order Form or SOW directly with DocuSign under this MSA by a mutually executed Order Form or SOW that references this MSA. In such event: (i) the Customer Affiliate will be bound by this MSA and will be fully responsible for its liabilities and obligations under the applicable Order Form or SOW; and (ii) all references to "**Customer**" in the Agreement will be deemed references to the Customer Affiliate set forth on the Order Form or SOW for purposes of defining the rights and obligations of the Parties hereunder.

**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 set forth in the Agreement, including the applicable Order Form or SOW;
- (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 the Agreement;
- (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, or copy any of the DocuSign Services or technologies, or otherwise attempt to derive source code or other trade secrets or create any derivative works from or about any of the DocuSign Services or technologies, or use the machine-learning algorithm output generated from the DocuSign Services to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes, except pursuant to Customer's non-waivable rights under applicable law, without DocuSign's written 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) 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 Services 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 or SOW, even if technically possible; or

(g) use, or allow the use of, the DocuSign Services in violation of Section 13.5 (Trade Restrictions).

**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 Section 2.2 above. 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 Third-Party Services.** Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or the Agreement. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

### 3. OWNERSHIP

**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 and disclose Customer Data in order to provide the DocuSign Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 (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 (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder.

**3.3 Professional Services.** Unless otherwise specified in the applicable SOW, 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 Professional Service(s) under the Agreement. Effective only as of final payment by Customer to DocuSign of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, DocuSign grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services (“**Work Product**”) provided to Customer under the Order Form or SOW, solely for purposes of Customer’s internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them.

**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 and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (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. Customer shall ensure that: (a) Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data; and (b) Customer has obtained requisite authorization from any Authorized User or other third party to grant the license described herein. For the avoidance of doubt, Feedback does not constitute Customer Confidential Information.

#### **4. SECURITY AND CUSTOMER DATA**

**4.1 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, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services>. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

**4.2 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) in accordance with the Data Protection Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/data-protection-attachment>, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to 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 the Agreement.

**4.3 Usage Data.** DocuSign may collect and use data, information, or insights generated or derived from the use of the DocuSign Services (“**Usage Data**”) for its business purposes, including industry analysis, benchmarking, analytics, marketing, and developing, training and improving its products and services. Before doing so, DocuSign will deidentify and anonymize all Usage Data in such manner that does not allow for the identification of Customer Data, or Customer’s Confidential Information, and will disclose such Usage Data in aggregate form only.

#### **5. PAYMENT OF FEES**

**5.1 Fees.** Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) DocuSign Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date of an Order Form or the effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and payable in the currency specified in the Order Form and/or SOW. Unless otherwise agreed to by the Parties and expressly noted in the Order Form and/or SOW, invoices will be sent to Customer via email. Upon execution by Customer and DocuSign, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in the Agreement, and the Term as set forth in the Order Form for DocuSign Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies DocuSign of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by DocuSign and resolution by the Parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with DocuSign to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within thirty (30) days following such resolution.

**5.2 Purchase Orders.** If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of the Agreement as offered by DocuSign. Upon request, DocuSign shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to DocuSign upon the signing of any Order Form. Customer agrees that a failure to provide DocuSign with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to DocuSign pursuant to Section 5.1 (Fees) above.

**5.3 Offsets; Late Charges; Attorneys' Fees.** If DocuSign owes any amounts to Customer that are not derived from the Agreement, such amounts will not be withheld or offset against any invoice issued under the Agreement. DocuSign may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. Customer will be responsible for any reasonable attorneys' fees, costs, and expenses incurred by DocuSign to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under the Agreement, then without limitation of any of its other rights or remedies, DocuSign may, upon prior written notice to Customer, suspend performance of those DocuSign Services until DocuSign receives all past due amounts from Customer.

## **6. TAXES**

**6.1 Tax Responsibility.** All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "Taxes"). Without limiting the foregoing, Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the DocuSign Services. Taxes shall not be deducted from the payments to DocuSign, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, DocuSign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under the Agreement, it shall provide DocuSign with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that DocuSign can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer



places directly with DocuSign as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of the Agreement.

**6.2 Invoicing Taxes.** If DocuSign is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the DocuSign Services, DocuSign will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to DocuSign its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered DocuSign Services for Customer's business use in the locations set forth on the Order Form or SOW in accordance with the provided VAT or GST identification number(s).

## **7. TERM AND TERMINATION**

**7.1 Term.** The term of an Order Form and any associated Service Schedule(s) is the period of time 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"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and the Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

**7.2 Termination for Breach; Termination for Insolvency.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate the 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. If Customer terminates the Agreement for DocuSign's breach, pursuant to this Section 7.2, that is incapable of cure, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

**7.3 Post-Termination Obligations.** If the Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts 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 the DocuSign Services and related intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of the Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 6.1, 7.3, 7.4, 8.4, and 10 through 13 will survive.

**7.4 Retrieval of Customer Data and Transition Services.** During the Term, Customer may extract Customer Data from the DocuSign Services as described in the Documentation and the applicable Service Schedule. If, upon termination or expiration of the 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.

## **8. WARRANTIES AND DISCLAIMERS**

**8.1 DocuSign Service Warranties.** DocuSign warrants that: (a) during the applicable Term, the DocuSign Services, when used as authorized under the Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; (b) DocuSign will use commercially reasonable efforts to ensure that the DocuSign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the DocuSign Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and (b) above 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 the Agreement, and, in such event, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to nonconforming DocuSign Services and the unused portion of the Term.

**8.2 DocuSign Professional Services Warranties.** If Customer has purchased Professional Services in an Order Form and/or SOW, DocuSign warrants to Customer that the Professional Services will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify DocuSign in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, DocuSign will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.2 (DocuSign Professional Services Warranties) sets forth Customer's exclusive rights and remedies and DocuSign's sole liability in connection with the warranty related to the performance of the Professional Services.

**8.3 Mutual Warranties.** Each Party represents and warrants that: (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) no authorization or approval from any third party is required in connection with its execution of the Agreement; and (c) it is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

**8.4 DISCLAIMER.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, NEITHER PARTY: (A) MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

## **9. THIRD-PARTY CLAIMS**

**9.1 By DocuSign.** DocuSign will defend and, in accordance with Section 9.3 (Procedures), indemnify Customer's Indemnified Parties from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from: (i) any actual breach by DocuSign of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the DocuSign Services as authorized under the Agreement. Notwithstanding the foregoing, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

**9.2 By Customer.** Customer will defend and, in accordance with Section 9.3 (Procedures), indemnify DocuSign's Indemnified Parties from and against, any Claim to the extent arising from any breach by Customer of its obligations under Section 2.2 (e) through (g) (Restrictions).



**9.3 Procedures.** The Parties' respective obligations in this Section 9 (Third-Party Claims) are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim; and (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval. The Indemnifying Party shall not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

**9.4 Infringement Remedy.** If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. The remedies set out in this Section 9 (Third-Party Claims) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

## **10. LIMITATION OF LIABILITY**

**10.1 Exclusion of Damages.** EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

**10.2 Limitation of Liability.** EXCEPT FOR: (A) THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT; (C) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (D) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (E) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN

ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**10.3 Independent Allocations of Risk.** Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign to Customer and 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 the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

## 11. CONFIDENTIALITY

**11.1 Restricted Use and Nondisclosure.** During and after the Term, Recipient will: (a) use the Confidential Information of the disclosing 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.

**11.2 Required Disclosure.** If Recipient is required by law to disclose Confidential Information of the disclosing Party, Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by legal or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

**11.3 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 the 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.

**11.4 Remedies.** Recipient acknowledges that any actual or threatened breach of this Section 11 (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 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 the 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 11 (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 11 (Confidentiality).

## 12. GOVERNING LAW AND VENUE

**12.1** The Parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to the Agreement. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of Customer reflected on the Order Form.

(a) United Kingdom, a Member State of the European Economic Area, or Switzerland. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-



contractual disputes or claims). The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement.

(b) Australia. The Agreement is governed by the laws of New South Wales, Australia, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement. Any legal action arising under the Agreement must be initiated within two years after the cause of action arises. 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 the Agreement.

(c) Singapore. The Agreement is governed by the laws of Singapore, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement. Any legal action arising under the Agreement must be initiated within two years after the cause of action arises.

(d) For all other locations. The 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 the Agreement. To the extent permitted by law, choice of law rules, the 1980 U.N. 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.

**12.2** To the extent allowed by law, the English version of the Agreement is binding, and other translations are for convenience only.

### **13. GENERAL**

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

**13.2 Assignability.** Neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations under the 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 the Agreement will be void.

**13.3 Notices.** Any notice required or permitted to be given in accordance with the 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](mailto: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 13.3 (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.



**13.4 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the 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; 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. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If DocuSign Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to DocuSign, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

**13.5 Trade Restrictions.** The DocuSign Services, Documentation, and the provision and any 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 performance of the Agreement. For the avoidance of doubt, nothing in the Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Each Party represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) 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 any Sanctioned Territory.

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

**13.7 U.S. Government Rights.** All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "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 the 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 the 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 13.7 (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.

**13.8 Publicity.** Except as specified on an Order Form or as otherwise expressly agreed to by the Parties in writing, 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 Services unless the prior written consent of the other Party has been obtained.

**13.9 Waiver.** The waiver by either Party of any breach of any provision of the 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 the 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 the Agreement.

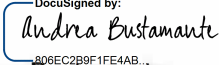
**13.10 Severability.** If any part of the Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

**13.11 Insurance.** DocuSign will maintain, at its sole expense, insurance in such amounts and with such types of coverage as is usual and customary with coverage limits that are appropriate for the DocuSign Services supplied under the Agreement. At a minimum, DocuSign shall maintain: (i) commercial general liability insurance (including automobile liability if applicable to the DocuSign Services); (ii) errors and omissions insurance (which will include cyber-liability insurance); and (iii) insurance for claims under workers compensation laws or other similar laws or regulations. Upon Customer's prior written request DocuSign shall provide Customer with a certificate of insurance evidencing such insurance coverages.

**13.12 Entire Agreement.** The Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under the Agreement. The 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 the 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. The Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. The Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

The below signatories are authorized to sign on behalf of their respective Party(ies) and to agree to the terms of this MSA and any documents incorporated herein as of the MSA Effective Date.

**Customer**

Signature:   
Name: Andrea Bustamante  
Title: Executive Director, CSSS  
Date: 5/16/2024

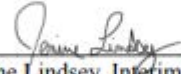
**DocuSign, Inc.**

Signature:   
Name: Frank Parish  
Title: Manager, Revenue Operations  
Date: May 17, 2024

\_\_\_\_\_  
Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

DS  
BC

Approved as to form:

By:  Date: 5/16/24  
Jenine Lindsey, Interim General Counsel