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

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services

Board Meeting Date May 22, 2019

Subject Agreement Between District and DocuSign for Service for Community Schools and Student Services Department

Action Requested and Recommendation Ratification by the Board of Education of Services Agreement between the District and DocuSign Inc., San Francisco, CA, for the latter to provide electronic signature services and product support for the Expanded Learning and Community Partnerships Offices in the Community Schools and Student Services Department, to facilitate electronic collection and tracking of approvals related to department's production of After School Program Planning documents and After School Memorandums of Understanding, Summer Learning Program Planning documents and contracts, as well as No-Cost Memoranda of Understanding with Community Partners, for the period of May 15, 2019 through May 14, 2020 in an amount not to exceed \$3,350.00.

Background

(Why do we need these services? Why have you selected this vendor?)

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 various requirements are met. As the District continues to face budget challenges and reductions in staffing levels, the need to take advantage of available technological efficiencies is greater than ever. With hundreds of contracts, Memoranda of Understanding, and Program Planning Tools requiring signatures from partners across the Bay Area and beyond every year, being able to capture these signatures digitally will save Community Services and Student Services Department employees many hours of physically moving documents from location to location for ink-on-paper signatures. This will also allow for more timely submission of documents to the Board as documents move from one signatory to the next as soon as a digital signature is received.

DocuSign was selected because they are leaders in the digital signature industry. They are used by the State of California and nearly 400 cities across the state and appear on the



California Secretary of State's approved list of digital signature certification authorities.

DocuSign will also be able to integrate into the department's Salesforce database, in which the Program Planning Tools and Community Partner Memoranda of Understanding are to be completed collaboratively.

Competitively Bid

Was this contract competitively bid? No

If no, exception: Agreement of less than \$90,200.00

Fiscal Impact

Funding resource(s): 6010/After School Education and Safety (ASES) Grant

Attachments

- DocuSign Quote
- Order Form
- DocuSign Master Services Agreement
- California Government Code Section 16.5
- California Secretary of State Approved List of Digital Signature Certification Authorities



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Apr 12, 2019
Prepared By: Chris Nguyen
Quote Number: Q-00327162
SUBJECT TO APPROVAL

ORDER FORM

Address Information

Bill To:

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

Ship To:

Oakland Unified School District
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

Shipping Contact Name:

Martha Pena

Shipping Email Address:

martha.pena@ousd.org

Shipping Phone:

(510) 879-8200

Order Details

Order Start Date: May 15, 2019

Order End Date: May 14, 2020

Billing Frequency: Annual

Payment Method: Credit Card

Payment Terms: Due Upon Receipt

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
DocuSign Business Pro Edition for SFDC - Seat Subscription	May 15, 2019	May 14, 2020	5	\$2,550.00
Premier Support	May 15, 2019	May 14, 2020	1	\$450.00
Adoption QuickStart	May 15, 2019	May 14, 2020	1	\$350.00

Grand Total: \$3,350.00

Product Details

eSignature Seat Allowance: 5

eSignature Envelope Allowance: 500

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

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

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.

Invoices for this order will be emailed automatically from 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.

Salesforce Org Information

SFDC Org ID:



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Apr 12, 2019
Prepared By: Chris Nguyen
Quote Number: Q-00328240

ORDER FORM

Address Information

Bill To:

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

Ship To:

Oakland Unified School District
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

Shipping Contact Name:

Martha Pena

Shipping Email Address:

martha.pena@ousd.org

Shipping Phone:

(510) 879-8200

Order Details

Order Start Date: May 15, 2019

Order End Date: May 14, 2020

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
DocuSign Business Pro Edition for SFDC - Seat Subscription	May 15, 2019	May 14, 2020	5	\$2,550.00
Premier Support	May 15, 2019	May 14, 2020	1	\$450.00
Adoption QuickStart	May 15, 2019	May 14, 2020	1	\$350.00

Grand Total: \$ 3,350.00

Product Details

eSignature Seat Allowance: 5

eSignature Envelope Allowance: 500

Order Special Terms

Upon execution, the terms of this Order Form shall replace and supersede the terms of the Order Form with an Order Start Date of May 15, 2019 (Opp/Quote ID: 693024 / Q-00327162)

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/company/terms-and-conditions/salesforce>

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 : ☐ No

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from 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.

Purchase Order Information

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

Please select Yes or No: Yes

If yes, please complete the following:

PO Number: PO19-10077

PO Amount: \$ 3350.00

Salesforce Org Information

SFDC Org ID:

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:
13F713CED3864F3...

Name: Martha Pena

Job Title: After School Program Coordinator

Date: April 10, 2019

DocuSign, Inc.

Signature: 
DocuSigned by:
6B83A52A083E408...

Name: Beatriz Benjamin

Job Title: Revenue Operations Manager

Date: April 10, 2019

DS
TB



Secretary of the Board



Andrea Bustamante,

Executive Director

Community Schools and Student Services



Board President



Sondra Aguilera,

Chief Academic Officer

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By:  5.16.19

Michael L. Smith, Attorney at Law

DOCUSIGN MASTER SERVICES AGREEMENT

This DocuSign Master Services Agreement (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation, (“**DocuSign**”) and the Customer identified on 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 will be set forth in applicable [Service Schedule\(s\)](https://www.docusign.com/company/terms-and-conditions/msa-service-schedules) (located at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>), Order Form(s) and SOW(s), each of which become binding on the Parties and subject to 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 date of last update of such documents, collectively referred to as the “**Agreement**” that consists of:

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

The applicable attachment(s), 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: May 4, 2018.

Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this MSA:

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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.

“**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 accept updated terms and conditions including 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, the DocuSign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a Party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party 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 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 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 services identified on the Order Form and/or SOW and obtained by Customer pursuant to this Agreement, including but not limited to DocuSign Cloud Services and Professional Services.

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

"Indemnified Party(ies)" means, as the case may be, the Party (whether DocuSign or Customer) being indemnified for a third-party claim, 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 Form" means the order form provided by DocuSign that sets forth the pricing and options of the DocuSign Services selected by Customer.

"Order Start Date" means the start date of the applicable Order Form as defined in that 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 or Statement of Work ("**SOW**").

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

"Term" shall have the meaning set forth in Section 7.1 (Term).

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 this Agreement, DocuSign grants to Customer a 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 others 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 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 this Agreement;
- (c) access or use the DocuSign Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or allow access 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 use commercially reasonable efforts to not 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 or SOW, even if technically possible; or
- (h) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 13.5).

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 8 (WARRANTIES AND DISCLAIMERS), SECTION 9 (THIRD-PARTY CLAIMS), AND SECTION 10 (LIMITATION OF LIABILITY), FREE TRIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, (y) WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (z) DOCUSIGN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS \$100.

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 or disclose the Customer Data in order to provide the DocuSign Services to Customer or, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

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. 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 DocuSign Service(s) under this Agreement.

3.3 Third-Party Services or Materials. Customer may choose to obtain products or services that are provided or supported by third parties ("**Third-Party Services**") for use with DocuSign Services. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services 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. Customer may choose to access or use materials that are provided by third parties ("**Third-Party Materials**") for use with DocuSign Services. Notwithstanding anything to the contrary under this Agreement and irrespective of any modifications, improvements, enhancements, additions, or derivations provided by DocuSign, Third-Party Materials are provided "AS IS" and for Customer's convenience only,

and further, neither DocuSign nor its licensors for Third-Party Materials represent and warrant in any manner that Third-Party 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 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 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; 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 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.

4.2 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 applicable data protection provisions and the technical and organizational measures referred to in an applicable Service Schedule, attachment and/or appendix, 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 this Agreement.

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

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 or 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 in U.S. dollars. Upon execution by Customer and DocuSign, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for DocuSign Cloud 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 ten (10) 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 this 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 above.

5.3 Offsets; Late Charges; Attorneys' Fees. If DocuSign owes any amounts to Customer that are not derived from this Agreement, such amounts will not be withheld or offset against any invoice issued under this 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 this Agreement, then without limitation of any of its other rights or remedies, DocuSign may 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 this 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"). 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 this 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 this 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 foregoing location(s) 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, 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"). 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 this Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Prior to the Order Start Date, DocuSign may, upon mutual agreement, start providing Professional Services and/or provide Customer access to the DocuSign Services, which will be governed by this Agreement. 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 this Agreement, then the other Party may terminate this 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 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.

7.3 Post-Termination Obligations. If this 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 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, 7.3, 8.3, and 10 through 13 will survive.

8. WARRANTIES AND DISCLAIMERS.

8.1 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 conforming, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

8.2 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.

8.3 Disclaimer. Except for the express representations and warranties stated in this Section 8 (Warranties and Disclaimers), SOW 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.

9. THIRD-PARTY CLAIMS.

9.1 By DocuSign. DocuSign will indemnify Customer, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding ("Claim") to the extent arising from or related to: (i) any alleged breach by DocuSign of specified security safeguards related to the DocuSign Services that results in the breach of its confidentiality obligations in Section 11 (Confidentiality); and (ii) any alleged

infringement of any third-party intellectual property rights by the DocuSign Services as provided by DocuSign, or the Indemnified Party's use thereof when used as authorized under this Agreement, provided, however, that DocuSign will not be responsible for alleged infringement that is due to the combination of DocuSign Services with goods or services provided by third parties.

9.2 By Customer. Customer will indemnify DocuSign, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) use of the DocuSign Services by Customer or its Account Administrator or Authorized Users in violation of this Agreement, the Documentation, or applicable law; (b) any breach by Customer of its obligations under Section 2.2 (e)-(f) (Restrictions) or Section 11 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services.

9.3 Procedures. The Parties' respective indemnification obligations above 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 (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties); (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request; and (d) the Indemnified Parties' compliance with any settlement or court order made in connection with the Claim. 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.

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 allegedly infringing portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with non-infringing items of substantially similar functionality. If DocuSign determines that the foregoing remedies are not commercially reasonable, then either Party may terminate this Agreement, and in such case DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under this Agreement that correspond to the unused portion of the Term. Without limiting DocuSign's obligation to indemnify Customer as set forth in Section 9.1 (By DocuSign) above, the remedy set out in this Section 9.4 (Infringement Remedy) is Customer's sole and exclusive remedy for any actual or alleged infringement by DocuSign of any third-party intellectual property rights in the event that 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).

10. LIMITATION OF LIABILITY.

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' 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 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.

10.2 Limitation of Liability. EXCEPT FOR: (A) THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (OR THEIR RESPECTIVE 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 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.

10.3 Independent Allocations of Risk. Each 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 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 this Agreement, and each of these provisions will apply even if the warranties in this 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 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 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 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.

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 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.

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 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 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 this Agreement. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of the Customer reflected on the Order Form.

(a) **European Union.** This 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 England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.

(b) **Australia.** This 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 this Agreement. Any legal action arising under this 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 this Agreement.

(c) **Singapore.** This 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 this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises.

(d) **For all other locations.** 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.

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

13. GENERAL.

13.1 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.

13.2 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.

13.3 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 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 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; 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.

13.5 Export Control. Customer acknowledges that the DocuSign Services and any related products, information, Documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to Customer (collectively "Excluded Data") is subject to export control laws and regulations of the United States (including, but not limited to, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC")) and other jurisdictions (collectively "Export Laws"). Customer represents and warrants that: (a) it is not located in, under the control of, or a national or resident of an embargoed country or territory or prohibited end user under Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC's listing of Specially Designated Nationals or the U.S. Commerce Department's Entity List or Denied Persons List); and (b) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Customer is solely responsible for complying with Export Laws for all Excluded Data and any of its content or Customer Data transmitted through the DocuSign Services.

13.6 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.

13.7 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 13.8 (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. 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, provided, however, that DocuSign may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the DocuSign Service.

13.9 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.

13.10 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.

13.11 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. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This 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.

Customer

Signature:  DocuSigned by:
13F7130ED3854F3...

Name: Martha Pena
Job Title: After School Program Coordinator
Date: April 10, 2019

DocuSign, Inc.

Signature:  DocuSigned by:
6B85A52A083E408...

Name: Beatriz Benjamin
Job Title: Revenue Operations Manager
Date: April 10, 2019

DS
TB

Certificate Of Completion

Envelope Id: 8DBD050295304095A0B06A989D1C6F08
 Subject: [DocuSign] Request for eSignatures: Oakland Unified School District - Adjustment
 fcorgid: 00D300000000bS4EAI
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 5
 AutoNav: Disabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Christopher Nguyen
 221 Main Street
 Suite 1000
 San Francisco, CA 94105
 Christopher.Nguyen@docusign.com
 IP Address: 13.108.238.8

Record Tracking

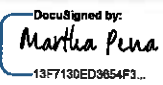
Status: Original
 4/10/2019 8:28:20 AM
 Holder: Christopher Nguyen
 Christopher.Nguyen@docusign.com

Location: DocuSign

Signer Events

Martha Pena
 martha.pena@ousd.org
 After School Program Coordinator
 Martha Pena
 Security Level: Email, Account Authentication
 (None)

Signature


DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 104.192.9.116

Timestamp

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 Signed: 4/10/2019 10:42:40 AM

Electronic Record and Signature Disclosure:
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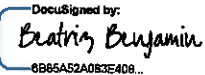
Timothy Beagley
 timothy.beagley@docusign.com
 Contract Specialist, Revenue Operations
 DocuSign, Inc.
 Signing Group: AOR
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 12.202.171.34

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 Viewed: 4/10/2019 12:30:24 PM
 Signed: 4/10/2019 12:35:29 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Beatriz Benjamin
 Beatriz.Benjamin@docusign.com
 Revenue Operations Manager
 DocuSign, Inc.
 Signing Group: AOA
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/10/2019 12:58:18 PM
Signing Complete	Security Checked	4/10/2019 12:56:46 PM
Completed	Security Checked	4/10/2019 12:56:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DocuSign, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DocuSign, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

DocuSign, Inc.

221 Main St.,

Suite 1000

San Francisco, CA 94105

To advise DocuSign, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DocuSign, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. Please reach out to the sender of the envelope if you want to request paper copies.

To withdraw your consent with DocuSign, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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California Secretary of State

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Government Code section 16.5

(a) In any written communication with a public entity, as defined in Section 811.2, in which a signature is required or used, any party to the communication may affix a signature by use of a digital signature that complies with the requirements of this section. The use of a digital signature shall have the same force and effect as the use of a manual signature if and only if it embodies all of the following attributes:

- (1) It is unique to the person using it.
- (2) It is capable of verification.
- (3) It is under the sole control of the person using it.
- (4) It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.
- (5) It conforms to regulations adopted by the Secretary of State.

Initial regulations shall be adopted no later than January 1, 1997. In developing these regulations, the secretary shall seek the advice of public and private entities, including, but not limited to, the Department of Information Technology, the California Environmental Protection Agency, and the Department of General Services. Before the secretary adopts the regulations, he or she shall hold at least one public hearing to receive comments.

- (b) The use or acceptance of a digital signature shall be at the option of the parties. Nothing in this section shall require a public entity to use or permit the use of a digital signature.
- (c) Digital signatures employed pursuant to Section 71066 of the Public Resources Code are exempted from this section.
- (d) "Digital signature" means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

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Approved List of Digital Signature Certification Authorities

The following is a list of certificate authorities authorized to issue certificates for digitally signed communications with public entities in California. A provider of a digital signature product is not required to be on this list, but the product is required to use a certificate from a certificate authority on this list. For additional information please refer to these [Frequently Asked Questions \(/administration/regulations/current-regulations/technology/digital-signatures/frequently-asked-questions/\)](#).

Certification Authority	Certification Expires
<u>Digicert (https://www.digicert.com/)</u> 2801 North Thanksgiving Way, Suite 500 Lehi, UT, 84043 Phone: (801) 877-2100 <u>www.digicert.com (https://www.digicert.com/)</u>	July 31, 2019
<u>DocuSign, Corporation (https://www.docusign.com/)</u> 221 Main Street, 10th Floor San Francisco, CA 94105 Phone: (415) 489-4940 <u>www.docusign.com (http://www.docusign.com/)</u>	December 15, 2019
<u>Entrust Datacard Limited (http://www.entrustdatacard.com/)</u> 1000 Innovation Drive Ottawa, Ontario K2K3E7 Canada Phone: (613) 270-3743 <u>www.entrustdatacard.com (http://www.entrustdatacard.com/)</u>	June 30, 2020
<u>GeoTrust, Inc. (http://www.geotrust.com/)</u> 441 Clyde Avenue Mountain View, CA 94043 (650) 527-9128 <u>www.geotrust.com (http://www.geotrust.com/)</u>	November 30, 2018

Certification Authority	Certification Expires
<u>GMO GlobalSign, Inc. (http://www.globalsign.com)</u> Two International Drive, Suite 150 Portsmouth, New Hampshire 03801 Phone: (603) 570-7060 Fax: (603) 570-7059 <u>www.globalsign.com (http://www.globalsign.com/)</u>	July 31, 2020
<u>Thawte, Inc. (http://www.thawte.com)</u> 441 Clyde Avenue Mountain View, CA 94043 (650) 527-9128 <u>www.thawte.com (http://www.thawte.com/)</u>	November 30, 2018
<u>Symantec Corporation (http://www.verisign.com/)</u> 441 Clyde Avenue Mountain View, CA 94043 (650) 527-9128 <u>www.symantec.com (http://www.symantec.com/)</u>	November 30, 2018
<u>MaxMD/Park Avenue Capital, LLC (http://www.maxmddirect.com/)</u> 2200 Fletcher Avenue, Ste 506 Fort Lee, NJ 07024 (201) 963-0005 <u>www.maxmddirect.com (http://www.maxmddirect.com/)</u>	September 30, 2019

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