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) 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 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 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: December 18, 2019.

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 to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

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

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

"**Confidential Information**" means (a) for DocuSign and its Affiliates, the DocuSign Services and Documentation; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party 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 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 Cloud Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign 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 Cloud 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).

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 worldwide, limited, non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will make reasonable efforts to ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with

all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

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

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form 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: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account by a direct competitor of DocuSign;

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

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

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

3.4   Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources ("Feedback"). To the extent Customer provides Feedback, Customer grants to DocuSign a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 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 its business purposes, including industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and deidentified form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5.   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 (Fees) above.

5.3   Offsets; Late Charges. 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. 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 conform, 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 commissioners, officers, 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)-(h) (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 either DocuSign or Customer determines, reasonably and in good faith, 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. LIMITATIONS 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 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 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.

12. GOVERNING LAW AND VENUE

12.1   The Parties agree to the following 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 law based on the ship-to address of the Customer reflected on the Order Form.

   This Agreement is governed by the laws of the State of Alabama, 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, the Circuit Court of Baldwin County, Alabama, for the purposes of adjudicating any dispute arising out of 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. The DocuSign Services, Documentation, and the provision and derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

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

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

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 13.7 (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. 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.

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.

Baldwin County, by and through the Baldwin County Commission

_____
Billie Jo Underwood
Chairman

ATTEST:

_____
Wayne Dyess
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the Baldwin County Commission for the purposes set forth therein on the date below.

Given under my hand and seal this _____ day of _____, 2020.

_____
Notary Public
My Commission Expires: _____

DocuSign, Inc.

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

     I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of DocuSign, Inc., is signed to the foregoing instrument and who is known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officer and with full authority, executed the same voluntarily for and as the act of said company for the purposes set forth therein on the date below.

     Given under my hand and seal this _____ day of _____, 2020.

_____
Notary Public
My Commission Expires: _____

Service Attachment version date: **May 25, 2018**

This **Security Attachment A for DocuSign Signature** ("Security Attachment") sets forth DocuSign's commitments for the protection of Customer Data and is made part of the Service Schedule for DocuSign Signature. The terms of this Security Attachment are limited to the scope of the DocuSign Signature service and are not applicable to any other Service Schedules or DocuSign Services. Unless otherwise defined in this Security Attachment, capitalized terms will have the meaning given to them in the Agreement.

1. DEFINITIONS

"**Personnel**" means all employees and agents of DocuSign involved in the performance of DocuSign Signature service.

"**Process**" or "**Processing**" means, with respect to this Security Attachment, any operation or set of operations that is performed upon Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"**Production Environment**" means the System setting where software, hardware, data, processes, and programs are executed for their final and intended operations by end users of DocuSign Signature.

"**Subcontractor**" means a third party that DocuSign has engaged to perform all or a portion of the DocuSign Signature service on behalf of DocuSign.

2. INFORMATION SECURITY PROGRAM

2.1 Information Security Program. DocuSign maintains and will continue to maintain a written information security program that includes policies, procedures, and controls governing the Processing of Customer Data through DocuSign Signature (the "Information Security Program"). The Information Security Program is designed to protect the confidentiality, integrity, and availability of Customer Data by using a multi-tiered technical, procedural, and people-related control approach in accordance with industry best practices and applicable laws and regulations.

2.2 Permitted Use of Customer Data. DocuSign will not Process Customer Data in any manner other than as permitted or required by the Agreement.

2.3 Acknowledgement of Shared Responsibilities. The security of data and information that is accessed, stored, shared, or otherwise Processed via a multi-tenant cloud service such as DocuSign Signature are shared responsibilities between a cloud service provider and its customers. As such,

the Parties acknowledge that: (a) DocuSign is responsible for the implementation and operation of the Information Security Program and the protection measures described in the Agreement and this Security Attachment; and (b) Customer is responsible for properly implementing access and use controls and configuring certain features and functionalities of DocuSign Signature that Customer may elect to use DocuSign Signature in the manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data.

2.4 Applicability to Customer Data. This Security Attachment and the Information Security Program apply specifically to the Customer Data Processed via DocuSign Signature. To the extent Customer exchanges data and information with DocuSign that does not meet the definition of "Customer Data," DocuSign will treat such data and information in accordance with the confidentiality terms set forth in the Agreement.

3. SECURITY MANAGEMENT

3.1 Maintenance of Information Security Program. DocuSign will take and implement appropriate technical and organizational measures to protect Customer Data located in DocuSign Signature and will maintain the Information Security Program in accordance with ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001. DocuSign may update or modify the Information Security Program from time to time provided that such updates and modifications do not result in the degradation of the overall security of DocuSign Signature.

3.2 Background Checks and Training. DocuSign will conduct reasonable and appropriate background investigations on all Personnel in accordance with applicable laws and regulations. Personnel must pass DocuSign's background checks prior to being assigned to positions in which they will, or DocuSign reasonably expects them to, have access to Customer Data. DocuSign will conduct annual mandatory security awareness training to inform its Personnel on procedures and policies relevant to the Information Security Program and of the consequences of violating such procedures and policies.

3.3 Subcontractors. DocuSign will evaluate all Subcontractors to ensure that Subcontractors maintain adequate physical, technical, organizational, and administrative controls, based on the risk tier appropriate to their subcontracted services, that support DocuSign's compliance with the requirements of the Agreement and this Security Attachment. All Subcontractors fall into scope for independent audit assessment as part of, or maintain an independent audit assessment which conforms to, DocuSign's ISO 27001 audit or an equivalent standard, where their roles and activities are reviewed per control requirements. DocuSign will remain responsible for the acts and omissions of its Subcontractors as they relate to the services performed under the Agreement as if it had performed the acts or omissions itself and any subcontracting will not reduce DocuSign's obligations to Customer under the Agreement.

3.4 Risk and Security Assurance Framework Contact. Customer's account management team at DocuSign will be Customer's first point of contact for information and support related to the

Information Security Program. The DocuSign account management team will work directly with Customer to escalate Customer's questions, issues, and requests to DocuSign's internal teams as necessary.

4. PHYSICAL SECURITY MEASURES

4.1 General. DocuSign will maintain appropriate physical security measures designed to protect the tangible items, such as physical computer systems, networks, servers, and devices, that Process Customer Data. DocuSign will utilize commercial grade security software and hardware to protect the DocuSign Signature service and the Production Environment.

4.2 Facility Access. DocuSign will ensure that: (a) access to DocuSign's corporate facilities is tightly controlled; (b) all visitors to its corporate facilities sign in, agree to confidentiality obligations, and be escorted by Personnel while on premises at all times; and (c) visitor logs are reviewed by DocuSign's security team on a regular basis. DocuSign will revoke Personnel's physical access to DocuSign's corporate facilities upon termination of employment.

4.3 Data Center Access. DocuSign will ensure that its commercial-grade data center service providers used in the provision of DocuSign Signature maintain an on-site security operation that is responsible for all physical data center security functions and formal physical access procedures in accordance with SOC1 and SOC 2, or equivalent, standards. DocuSign's data centers are included in DocuSign's ISO 27001 or equivalent certification.

5. LOGICAL SECURITY

5.1 Access Controls. DocuSign will maintain a formal access control policy and employ a centralized access management system to control Personnel access to the Production Environment.

1. DocuSign will ensure that all access to the Production Environment is subject to successful two-factor authentication globally from both corporate and remote locations and is restricted to authorized Personnel who demonstrate a legitimate business need for such access. DocuSign will maintain an associated access control process for reviewing and implementing Personnel access requests. DocuSign will regularly review the access rights of authorized Personnel and, upon change in scope of employment necessitating removal or employment termination, remove or modify such access rights as appropriate.
2. DocuSign will monitor and assess the efficacy of access restrictions applicable to the control of DocuSign's system administrators in the Production Environment, which will entail generating system individual administrator activity information and retaining such information for a period of at least 12 months.

5.2 Network Security. DocuSign will maintain a defense-in-depth approach to hardening the Production Environment against exposure and attack. DocuSign will maintain an isolated Production Environment that includes commercial grade network management controls such as load balancers, firewalls, intrusion detection systems distributed across production networks, and malware protections. DocuSign will complement its Production Environment architecture with prevention and detection technologies that monitor all activity generated and send risk-based alerts to the relevant security groups.

5.3 Malicious Code Protection. DocuSign will ensure that: (a) its information systems and file transfer operations have effective and operational anti-virus software; (b) all anti-virus software is configured for deployment and automatic update; and (c) applicable anti-virus software is integrated with processes and will automatically generate alerts to DocuSign's Cyber Incident Response Team if potentially harmful code is detected for their investigation and analysis.

5.4 Code Reviews. DocuSign will maintain a formal software development lifecycle that includes secure coding practices against OWASP and related standards and will perform both manual and automated code reviews. DocuSign's engineering, product development, and product operations management teams will review changes included in production releases to verify that developers have performed automated and manual code reviews designed to minimize associated risks. In the event that a significant issue is identified in a code review, such issue will be brought to DocuSign senior management's attention and will be closely monitored until resolution prior to release into the Production Environment.

5.5 Vulnerability Scans and Penetration Tests. DocuSign will perform both internal and external vulnerability scanning and application scanning. Quarterly external scans and annual penetration tests against DocuSign Signature and the Production Environment will be conducted by external qualified, credentialed, and industry recognized organizations. DocuSign will remedy vulnerabilities identified during scans and penetration tests in a commercially reasonable manner and timeframe based on severity. Upon Customer's reasonable written request, DocuSign will provide third party attestations resulting from vulnerability scans and penetration tests per independent external audit reports. For clarification, under no circumstance will Customer be permitted to conduct any vulnerability scans or penetration testing against the Production Environment.

6. STORAGE, ENCRYPTION, AND DISPOSAL

6.1 Separation. DocuSign will logically separate Customer Data located in the Production Environment from other DocuSign customer data.

6.2 Encryption Technologies. DocuSign will encrypt Customer Data in accordance with industry best practice standards. All access and transfer of data to and from DocuSign Signature will be via HTTPS and DocuSign will only support industry recognized and best practice cipher suites. DocuSign will encrypt all eDocuments persisted on the Production Environment with an AES 256-bit, or equivalent, encryption key.

6.3 Disposal. DocuSign will maintain a data disposal and re-use policy for managing assets and implement
industry recognized processes and procedures for equipment management and secure media disposal.

7. BUSINESS CONTINUITY AND DISASTER RECOVERY

7.1 Continuity Plan. DocuSign will maintain a written business continuity and disaster recovery plan that addresses the availability of DocuSign Signature ("Continuity Plan"). The Continuity Plan will include elements such as: (a) crisis management, plan and team activation, event and communication process documentation; (b) business recovery, alternative site locations, and call tree testing; and (c) infrastructure, technology, system(s) details, recovery activities, and identification of the Personnel and teams required for such recovery. DocuSign will, at a minimum, conduct a test of the Continuity Plan on an annual basis.

7.2 DocuSign Signature Continuity. DocuSign's production architecture for DocuSign Signature is designed to perform secure replication in near real-time to multiple active systems in geographically distributed and physically secure data centers. DocuSign will ensure that: (a) infrastructure systems for DocuSign Signature have been designed to eliminate single points of failure and to minimize the impact of anticipated environmental risks; (b) each data center supporting DocuSign Signature includes full redundancy and fault tolerance infrastructure for electrical, cooling, and network systems; and (c) Production Environment servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability.

8. INCIDENT RESPONSE AND BREACH NOTIFICATION

8.1 General. DocuSign will maintain a tested incident response program, which will be managed and run by DocuSign's dedicated Global Incident Response Team. DocuSign's Global Incident Response Team will operate to a mature framework that includes incident management and breach notification policies and associated processes. DocuSign's incident response program will include, at a minimum, initial detection; initial tactical response; initial briefing; incident briefing; refined response; communication and message; formal containment; formal incident report; and post mortem/trend analysis.

8.2 Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, DocuSign shall report to Customer: (a) any unlawful access or unauthorized acquisition use, or disclosure of Customer Data persisted in DocuSign Signature (a "Data Breach") within seventy-two (72) following determination by DocuSign that a Data Breach has occurred. DocuSign's obligation to report a Data Breach under this Security Attachment is not and will not be construed as an acknowledgement by DocuSign of any fault or liability of DocuSign with respect to such Data Breach.

8.3 Breach Response. DocuSign shall take reasonable measures to mitigate the cause of any Data Breach and shall take reasonable corrective measures to prevent future Data Breaches. As information is collected or otherwise becomes available to DocuSign and unless prohibited by law, DocuSign shall provide information regarding the nature and consequences of the Data Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Due to the encryption configuration and security controls associated with DocuSign Signature, DocuSign will not have access to or know the nature of the information contained within Customer's eDocuments and, as such, the Parties acknowledge that it may not be possible for DocuSign to provide Customer with a description of the type of information or the identity of individuals who may be affected by a Data Breach. Customer is solely responsible for determining whether to notify impacted individuals and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer's use of DocuSign Signature need to be notified of a Data Breach.

9. INDEPENDENT ASSURANCES AND AUDITS

9.1 Independent Assurances. DocuSign uses independent external auditors to verify the adequacy of its Information Security Program. Upon Customer's reasonable written request, DocuSign will provide Customer with third party attestations, certifications, and reports relevant to the establishment, implementation, and control of the Information Security Program, including DocuSign's ISO 27001 certification, PCI DSS certification, and Service Organization Controls (SOC) reports.

9.2 Regulatory Audit. If Customer's governmental regulators require that Customer perform an on-site audit of DocuSign's Information Security Program, as supported by evidence provided by Customer, Customer may at Customer's expense, either through itself or a third party independent contractor selected by Customer, conduct an on-site audit of DocuSign's Information Security Program, including DocuSign's data centers and corporate facilities relevant to the security of Customer Data ("Regulatory Audit"). Customer must submit any requests for an onsite Regulatory Audit to its DocuSign account management representative, who will work with DocuSign's internal teams to schedule such audit. If a Regulatory Audit requires the equivalent of more than one business day of DocuSign Personnel's time to support such audit, DocuSign may, at its discretion, charge Customer an audit fee at DocuSign's then-current rates, which will be made to Customer upon request, for each day thereafter.

9.3 Audit for Data Breach. Following a Data Breach, DocuSign will, upon Customer's written request, promptly engage a third party independent auditor, selected by DocuSign and at DocuSign's expense, to conduct an on-site audit of DocuSign's Information Security Program, including DocuSign's data centers and corporate facilities relevant to the security of Customer Data. DocuSign will promptly provide Customer with the report of such audit.

9.4 Conditions of Audit.

1. Audits conducted pursuant to this Security Attachment must: (i) be conducted during reasonable times and be of reasonable duration; (ii) not unreasonably interfere with DocuSign's day-to-day operations; and (iii) be conducted under mutually agreed upon terms and in accordance with DocuSign's security policies and procedures. DocuSign reserves the right to limit an audit of configuration settings, sensors, monitors, network devices and equipment, files, or other items if DocuSign, in its reasonable discretion, determines that such an audit may compromise the security of DocuSign Signature or the data of other DocuSign customers. Customer's audit rights do not include penetration testing or active vulnerability assessments of the Production Environment or DocuSign Systems within their scope.
2. In the event that Customer conducts an audit through a third party independent contractor, such independent contractor must enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect DocuSign's confidential information.
3. Customer must promptly provide DocuSign with any audit, security assessment, compliance assessment reports and associated findings prepared by it or its third party contractors for comment and input prior to formalization and/or sharing such information with a third party.

9.5 Remediation and Response Timeline. If any audit performed pursuant to this Security Attachment reveals or identifies any non-compliance by DocuSign of its obligations under the Agreement and this Security Attachment, then (a) DocuSign will work to correct such issues; and (b) Customer may request feedback and information regarding corrective and remedial actions taken in relation to such audit for no more than 60 days after the date upon which such audit was conducted; and (c) Customer may, at any time during the 60 day period following the date the audit was conducted, terminate the Agreement.

Service Attachment version date: July 17, 2018

This **Data Protection Attachment B for DocuSign Signature** ("**DPA**") is incorporated into and made part of the [Service Schedule for DocuSign Signature (https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature)](https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature) and governs the Processing of Personal Data by DocuSign as a Processor on behalf of Customer or Customer Affiliates, as applicable. Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Agreement.

1. DEFINITIONS

General. The terms "Personal Data," "Personal Data Breach," "Process/Processing," "Controller," "Processor," "Subprocessor," and "Data Subject" have the meanings ascribed to them under the General Data Protection Regulation; provided that the term "Personal Data" as used herein only applies to Personal Data for which DocuSign is a Processor.

"EEA" means the European Economic Area.

"**General Data Protection Regulation**" or "the **GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"**Processor Privacy Code**" or "**Processor Code**" means DocuSign's processor binding corporate rules for the Processing of Personal Data, the most current version of which is available on DocuSign's website, available at https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/.

2. DATA PROCESSING AND PROTECTION OF PERSONAL DATA

2.1 Scope of Data Processing. The duration of the Processing of Personal Data will be the same as the duration of the Agreement, except as otherwise agreed to in writing by the parties. The subject matter of the Processing of Personal Data is set out in the Agreement and this DPA. The nature and purpose of the Processing of Personal Data involve the provision of the DocuSign Signature service to Customer, as set out in the Agreement and this DPA.

2.2 Data Processing Limitations. With respect to Personal Data Processed by DocuSign or DocuSign Affiliate as a Processor on behalf of Customer or Customer Affiliate or as a Subprocessor where Customer Processes such Personal Data on behalf of its customers (or both), DocuSign will: (a) Process Personal Data only as necessary to provide the Services in accordance with the terms of the Agreement or as instructed by Customer in writing, including in electronic form, and consistent with the terms of the Agreement; and (b) not disclose Personal Data to third parties except: (i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA or (ii) as required to comply with valid legal process in accordance with the terms

of the Agreement. If DocuSign has reason to believe Customer's instructions infringe the GDPR or other EEA data protection provisions, then DocuSign will immediately notify Customer.

2.3 Assistance to Customer and Regulatory Investigation. Upon written request, DocuSign will provide reasonable assistance and information to Customer in fulfilling any legal obligations that Customer may have under the GDPR regarding data protection impact assessments, data and systems inventory, records of Processing, and related consultations of data protection authorities, or in the event of an investigation by any governmental authorities, if and to the extent that such investigation relates to Personal Data Processed by DocuSign in accordance with the Agreement. Such assistance will be at Customer's sole expense, except where such an investigation was required due to DocuSign's failure to act in accordance with the Agreement.

2.4 Transfers of Personal Data from EEA. In providing the DocuSign Signature service, DocuSign may transfer and access Personal Data to and from other countries where DocuSign has operations or Subprocessors, or as otherwise required by applicable law. DocuSign's Processor Privacy Code and the additional terms in this Section 2.4 will apply to DocuSign's Processing of Personal Data on Customer's behalf as a data processor in providing the DocuSign Signature service, where such Personal Data is: (i) subject to any restriction under the GDPR or other applicable EEA data protection laws regarding outbound transfers of Personal Data, and (ii) Processed by DocuSign in a country outside of the EEA. The most current version of the Processor Code is available on DocuSign's website, currently located at https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/, and the terms of the Processor Code are incorporated by reference into this DPA. Capitalized terms used but not defined in this Section 2.4 have the meanings set forth in the Processor Code. DocuSign will make commercially reasonable efforts to maintain the EU authorization of its Processor Code for the duration of the Agreement and will promptly notify Customer of any subsequent material changes in the EU authorization of its Processor Code. DocuSign will at all times remain solely liable to Customer or Customer Affiliate for DocuSign's obligations (and those of its Affiliates, if any) under this DPA, and in no event will any other DocuSign Affiliate owe liability to Customer or Customer Affiliate under this DPA, except where and to the extent required by applicable law.

3. CUSTOMER RESPONSIBILITIES. Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities of DocuSign Signature that Customer may elect to use and that it will do so in such manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. DocuSign will be entitled to rely solely on Customer or Customer Affiliate's instructions relating to Personal Data Processed by DocuSign. Customer is responsible for coordinating all communication with DocuSign under this DPA, including, without limitation, any communication in relation to this DPA on behalf of its Affiliates.

4. INFORMATION SECURITY. DocuSign will safeguard Personal Data with appropriate technical, physical, and organizational measures as described more fully in the Processor Code and the Agreement for the provision of the DocuSign Signature service. The parties agree that the audit reports and audit rights provided under the Processor Code and Agreement will be used to

satisfy any audit or inspection requests by or on behalf of Customer and to demonstrate compliance with applicable obligations of DocuSign under this DPA.

5. PERSONAL DATA BREACH. If DocuSign receives a request from a Data Subject notifying or informing DocuSign that it relates to the Customer Data of the Customer, DocuSign will notify the Customer within three business days of receiving such a request. DocuSign's notification to the Customer will only confirm that Docusign received a Data Subject request that relates to the Customer Data of the Customer and the Customer will be responsible for responding to any such request. In addition to DocuSign's notification obligation mentioned above, for all other requests from any Data Subject to access, correct, restrict, or delete Personal Data, DocuSign will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of DocuSign Signature. Any non-standard Customer requests will be at the Customer's expense.

6. DATA PRIVACY CONTACT. DocuSign's data privacy officer can be reached at the following address:

DocuSign, Inc.
Attn: Chief Privacy Officer
221 Main Street, Suite 1000
San Francisco, CA 94105

7. DATA SUBJECT RIGHTS – ACCESS, CORRECTION, RESTRICTION, AND DELETION. Taking into account the nature of the Processing, DocuSign Signature provides functionality to assist Customer by appropriate technical and organizational measures, insofar as this is possible, to access, correct, amend, restrict, or delete Personal Data contained in DocuSign Signature to address requests by a Data Subject under the GDPR. To the extent Customer, in its use of DocuSign Signature, is not familiar with DocuSign Signature functionality that may be used for these purposes, DocuSign will provide Customer with additional Documentation or customer support assistance to educate the Customer on how to take such actions in a manner consistent with the functionality of DocuSign Signature and in accordance with the terms of the Agreement. If DocuSign receives any request from any Data Subject to access, correct, restrict, or delete Personal Data, DocuSign will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of DocuSign Signature.

8. SUBPROCESSORS. DocuSign may engage Subprocessors to provide parts of DocuSign Signature, subject to the restrictions of the Agreement and this DPA. DocuSign will ensure that Subprocessors Process Personal Data only in accordance with the terms of this DPA and that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required by this DPA. Before appointing any new Subprocessors, DocuSign will inform Customer of the appointment (including the name and location of such Subprocessor and

the activities it will perform) either by electronic mail, via DocuSign Signature, or by publication to a DocuSign website provided to Customer prior to any appointment. Customer may object to DocuSign's appointment by giving written notice to DocuSign within thirty (30) days of being informed by DocuSign of such appointment, and if, within thirty (30) days of DocuSign's receipt of Customer's objection, DocuSign fails to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed Subprocessor, Customer may, as its sole and exclusive remedy, terminate any DocuSign Signature services to which this DPA applies.

9. RETURN OR DISPOSAL. Prior to termination or expiration of the Agreement for any reason, Customer may retrieve Personal Data processed by DocuSign Signature in accordance with the terms of the Agreement, and at Customer's request provided in writing to DocuSign, DocuSign will promptly return or delete Personal Data from DocuSign Signature, unless applicable law requires storage of the Personal Data.