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AMENDMENT ONE
to the
DOCUSIGN MASTER SERVICES AGREEMENT
between
THE STATE OF MONTANA
and
DOCUSIGN

This Amendment One ("Amendment") is an Amendment to the DocuSign Master Services Agreement ("Agreement"). If, and to the extent, any conflict exists between the Agreement and this Amendment, the provisions of this Amendment control.

The parties hereby agree that the following terms shall be added to the Agreement and shall supersede all prior terms in the Agreement:

1. **ACCESS AND RETENTION OF RECORDS**

Access to Records. DocuSign shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may immediately terminate this contract without incurring liability for the DocuSign's refusal to allow access as required by this section. (18-1-118, MCA.) Notwithstanding the foregoing, any such audits under this section require reasonable advance notice (not less than 30 days) and are subject to DocuSign's security and confidentiality procedures.

Retention Period. DocuSign shall create and retain all records supporting the Agreement for a period of eight years after either the completion date of this contract or termination of the contract.

2. **ORDER OF PRECEDENCE**

Notwithstanding anything to the contrary in the Agreement, 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 below in descending order of control:

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

3. **COMPLIANCE WITH LAWS**

DocuSign shall, in performance of work under this Agreement, fully comply with all federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975,

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the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 to the extent such laws are applicable to DocuSign. DocuSign is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by DocuSign subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 DocuSign agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

4. TERMINATION

Reduction of Funding. The Customer must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the Customer's continuation of performance of this Agreement in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial Agreement payment level or any Agreement increases to that initial level) in subsequent fiscal periods, the Customer shall terminate this Agreement as required by law. The Customer shall provide DocuSign the date the Customer's termination shall take effect. The Customer shall not be liable to DocuSign for any payment that would have been payable had the Agreement not been terminated under this provision. As stated above, the Customer shall be liable to DocuSign only for the payment, or prorated portion of that payment, owed to DocuSign up to the date the Customer's termination takes effect. This is DocuSign's sole remedy. The Customer shall not be liable to DocuSign for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues. Notwithstanding the foregoing, the Customer represents that all funds paid to DocuSign have been lawfully appropriated and as such are non-refundable in the event of a termination under this section.

5. NONCOMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS

The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the Customer will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Notwithstanding the foregoing, this section will not be construed to entitle Customer to a refund of any prepaid fees.

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6. **CHOICE OF LAW AND VENUE**

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

7. **CIO OVERSIGHT**

The Chief Information Officer (CIO) for the State of Montana, or designee, may perform Agreement oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of Agreement obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order (2-17-514 MCA).

10. **TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

DOCUSIGN ACKNOWLEDGES THAT NO CUSTOMER FUNDS MAY BE EXPENDED FOR THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE FOR USE BY EMPLOYEES, PROGRAM PARTICIPANTS, OR MEMBERS OF THE PUBLIC UNLESS IT PROVIDES BLIND OR VISUALLY IMPAIRED INDIVIDUALS WITH ACCESS, INCLUDING INTERACTIVE USE OF THE EQUIPMENT AND SERVICES, THAT IS EQUIVALENT TO THAT PROVIDED TO INDIVIDUALS WHO ARE NOT BLIND OR VISUALLY IMPAIRED. (18-5-603, MCA) CONTACT THE STATE PROCUREMENT BUREAU AT (406) 444-2575 FOR MORE INFORMATION CONCERNING NONVISUAL ACCESS STANDARDS. NOTWITHSTANDING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH THIS SECTION IN RESPECT OF THE CONTENT OR DATA UPLOADED TO THE DOCUSIGN SERVICES

11. **SECRETARY OF STATE REGISTRATION**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

12. **COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. The prices, terms, and conditions of this Agreement will be offered to these public procurement units. Payment of additional fees for the DocuSign Services will be set out in the purchase

order between the public procurement unit and a DocuSign authorized Reseller. However, the State makes no guarantee of any public procurement unit participation in this Agreement.

13. **REQUIRED INSURANCE**

13.1 General Requirements. DocuSign shall maintain for the duration of this Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by DocuSign, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

13.2 Primary Insurance. DocuSign's insurance coverage shall be primary insurance with respect to Customer, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of DocuSign's insurance and shall not contribute with it.

13.3 Specific Requirements for Commercial General Liability. DocuSign shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of DocuSign or its officers, agents, representatives, assigns, or subcontractors.

Customer, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of DocuSign, including the insured's general supervision of DocuSign, products, and completed operations, and the premises owned, leased, occupied, or used.

13.4 Specific Requirements for Automobile Liability. DocuSign shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of DocuSign or its officers, agents, representatives, assigns, or subcontractors.

Customer, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by DocuSign.

13.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Customer. At the request of Customer either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Customer, its officers, officials, employees, or volunteers; or (2) at the expense of DocuSign, DocuSign shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

13.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by

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the Customer, P.O. Box 200113, Helena, MT 59620-0113. *The certificates must name the State of Montana as certificate holder and DocuSign shall provide copies of additional insured endorsements required by DocuSign's commercial general liability and automobile liability policies.* DocuSign must notify Customer immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. Customer reserves the right to require complete copies of insurance policies at all times.

13.7 Specific Requirements for Cyber/Data Information Security Insurance. DocuSign shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of $2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If DocuSign maintains higher limits than the minimums shown above, Customer requires and shall be entitled to coverage for the higher limits maintained by the DocuSign. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the DocuSign's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, Customer will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the DocuSign must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

14. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

EXECUTION

The parties through their authorized agents have executed this Agreement on the dates set out below.

Department of Administration, State Information Technology Services Division
125 N. Roberts, Mitchell Building
Helena, MT 59620

BY: Lynne Pizzini Deputy CIO
(Name/Title)

DocuSigned by:
Lynne Pizzini
4EBF5BF8GEA6403...
(Signature)

DATE: 8/31/2017

DocuSign, Inc.

221 Main St.
San Francisco, CA 94105
FEDERAL ID #

BY: Vinny Manrao Manager, Revenue Operations
(Name/Title)

DocuSigned by:
Vinny Manrao
5D6A94E8D20644A...
(Signature)

DATE: 8/30/2017

Approved as to Legal Content:

DocuSigned by:
Mike Manion 8/31/2017
Legal Counsel (Date)

BY: John Lewis
(John Lewis/Director, DOA)

DocuSigned by:
DCAAEBF45F1043B...
(Signature)

DATE: 8/31/2017

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