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DocuSign Master Services Agreement and DocuSign Amendment One

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DOCUSIGN MASTER SERVICES AGREEMENT

This DocuSign Master Services Agreement ("**MSA**") is made between **DocuSign** (as described in Section 12 Contracting Entity, Governing Law and Venue) 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), Order Form(s) and SOW(s), which shall become binding on the Parties and subject to this MSA. 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 applicable 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. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other ordering documents are hereby rejected.

This MSA was last updated on December 15, 2016.

By signing the Order Form and/or SOW, each Party agrees as follows:

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1. DEFINITIONS

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

"**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**" Subject to Montana open records law (Montana Code Annotated §§2-6-1001 et seq.), means (a) for DocuSign, the DocuSign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a Party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure

(and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), 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, and any amendment and attachment thereof, between the Parties. Confidential Information shall 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 the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"**Customer Data**" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any personally identifiable information about Customer or its Authorized Users and information contained in eDocuments. Customer Data shall 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 the Agreement.

"**DocuSign Service(s)**" means the services identified on the Order Form and/or SOW and obtained by Customer pursuant to the Agreement, including but not limited to DocuSign Cloud Services and Professional Services.

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

"**Indemnified Party(ies)**" means, as the case may be, the Party (whether DocuSign or Customer) being indemnified for a third party claim, including its employees, directors, agents, and representatives.

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

"**Order Form**" means the order form provided by DocuSign that sets forth the pricing and options of the DocuSign Services selected by Customer. An Order Form is not binding until it is duly executed by both DocuSign and Customer, at which point it becomes incorporated into and part of the Agreement.

"**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 and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("SOW"). 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.

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

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

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of this Agreement, DocuSign grants to Customer a limited non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and permit its Authorized Users to access and use the DocuSign Services; and (c) access, modify, and use the Documentation.

2.2 Restrictions. Customer shall not, and shall not permit others to, do the following with respect to the DocuSign Services:

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

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

(c) access or use the DocuSign Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or allow access by a direct competitor of DocuSign;

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

(e) use the DocuSign Services or Documentation in a way that (a) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (b) 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; or

(f) interfere with or disrupt the integrity, operation, or performance of the DocuSign Services or interfere with the use or enjoyment of it by others by, among other things, using it 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.

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. . 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 PURCHASES A SUBSCRIPTION TO THE SAME DOCUSIGN SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES AN UPGRADED VERSION OF THE DOCUSIGN SERVICES OR 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), FREE TRIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

3. OWNERSHIP.

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store or disclose the Customer Data in order to provide the DocuSign Services to Customer or to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder.

3.3 Third Party Services. Customer may choose to obtain products or services that are provided or supported by third parties ("Third-Party Services") for use with DocuSign Services. Third-Party Services 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, and DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources.

4. SECURITY; CUSTOMER DATA AND PERSONAL DATA.

4.1 Security. DocuSign will use commercially reasonable security technologies (including, if applicable, encryption, password protection and changes, and firewall protection) in providing the DocuSign Services. DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized access and anticipated threats or hazards to Customer. 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 shall be responsible for Customer Data as entered into, supplied or used 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 regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and, (c) as otherwise set forth in the Agreement. DocuSign may utilize the information concerning Customer's use of the DocuSign Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve DocuSign Services, to provide Customer with reports on its use of the DocuSign Services, and to compile aggregate statistics and usage patterns by customers using the DocuSign Services.

4.3 Personal Data. Customer agrees that it has collected and shall maintain and handle all personal data contained in Customer Data in compliance with all applicable data privacy and protection laws, rules, and regulations. Customer authorizes DocuSign to process its 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.

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

5. PAYMENT OF FEES.

Terms and conditions with respect to payment of Fees for the DocuSign Services will be set out in the agreement between Customer and a DocuSign authorized Reseller. Further, any overages under section 5.4 of the DocuSign Signature Service Schedule will be at the rate specified in the Order Form.

6. TAXES.

Terms and conditions with respect to taxes concerning the DocuSign Services will be set out in the agreement between Customer and a DocuSign authorized Reseller.

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 as accepted by the Customer in writing or early termination as permitted by the Agreement. The term of this MSA and the Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. 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. If terminated by Customer under Section 7.2 for DocuSign's material and uncured breach or default, DocuSign shall promptly provide a prorated refund to Customer within thirty (30) days for any prepaid fees received by DocuSign under this Agreement that correspond to the unused portion of the Term.

8. WARRANTIES AND DISCLAIMERS.

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

8.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the 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, and fitness for a particular purpose, and title; and (c) does not warrant that the DocuSign Services are or will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

9. THIRD PARTY CLAIMS.

9.1 By DocuSign. DocuSign will indemnify Customer, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened third-party claim or legal or administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) 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 (b) 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 the Agreement.

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 Authorized Users; (b) any breach by Customer of its obligations under Section 2.2 (e)-(f) (Restrictions) or Section 11 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services.

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

9.4 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with non-infringing items of substantially similar functionality. If DocuSign determines that the foregoing remedies are not commercially reasonable, then either Party may terminate this Agreement, and in such case DocuSign will promptly 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: (A) THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD PARTY CLAIMS); AND (B) DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION (INCLUDING WITHOUT LIMITATION CUSTOMER DATA) 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 UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION (INCLUDING WITHOUT LIMITATION CUSTOMER DATA); (C) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; AND (IV) 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 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 SUBJECT TO THE LIMITATIONS IN THIS SECTION 10 (LIMITATIONS OF LIABILITY), IF DOCUSIGN, INC. AND CUSTOMER ENTER INTO STANDARD CONTRACTUAL CLAUSES AS DESCRIBED UNDER THE APPLICABLE DOCUSIGN SERVICE SCHEDULE(S), EACH PARTY'S TOTAL COMBINED LIABILITY UNDER THIS AGREEMENT AND THE STANDARD CONTRACTUAL CLAUSES SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER FOR USE OF THE DOCUSIGN SERVICE SUBJECT TO STANDARD CONTRACTUAL CLAUSES, IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

10.4 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, the Party receiving Confidential Information ("Recipient") will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors,

consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer agrees that DocuSign may use Customer's name in customer listings or, at times mutually agreeable to the Parties, as part of DocuSign's marketing efforts (including, without limitation, reference calls and stories, press testimonials, site visits, customer convention participation). DocuSign agrees that reference activities may not unreasonably interfere with Customer's business. Customer agrees that DocuSign may share information on Customer with DocuSign's Affiliates for marketing and other business purposes, providing that information cannot be construed as the Customer promoting any DocuSign product and that Customer has secured appropriate authorizations to share Customer's employee contact information with DocuSign as needed.

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

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

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. CONTRACTING ENTITY, GOVERNING LAW AND VENUE.

12.1 For this Agreement, Customer is contracting with DocuSign, Inc., a corporation incorporated in Delaware.

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

(a) European Union. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.

(b) Australia. This Agreement is governed by the laws of New South Wales, Australia, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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

(d) For all other locations. This Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive

jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.3 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 the 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) any assignee is bound hereby; and (c) the transfer did not occur by reason of collusive or secret agreement among the vendors to the disadvantage of the state (Montana Code Annotated 18-1-141). 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) by certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

13.5 Export Control. Customer acknowledges that the DocuSign Services and any related products, information, Documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to Customer (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Customer represents and warrants that: (a) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (b) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Customer is solely responsible for complying with Export Laws for all Excluded Data and any of its content or Customer Data transmitted through the DocuSign Services.

13.6 Anti-Corruption. The Parties agree to:

(a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

(b) not engage in any activity, practice or conduct which would constitute an offence under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

(c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with these laws and will enforce them where appropriate;

(d) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

(e) immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee of the Party or acquires a direct or indirect interest in the Party;

(f) for the purpose of this Section 13.6 (Anti-Corruption), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. For the purposes of this Section 13.6 (Anti-Corruption), a person associated with a Party includes any subcontractor of the Party.

13.7 Health and Safety. The Parties agree to:

(a) comply with all applicable statutory rules and regulations regarding health and safety matters; and

(b) notify the other Party as soon as practicable of any health and safety hazards in relation to DocuSign Services of which it becomes aware. The Party will draw these hazards to the attention of the other Party and will instruct those persons in connection with any necessary associated safety measures.

13.8 U.S. Government Rights. All DocuSign software (including DocuSign Services) is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.8 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.9 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.

DocuSign Price Sheet

United States Dollars

State of Montana Pricing Agreement

Valid July 1, 2017 thru June 30, 2018

Pricing does not included Reseller uplift

Pricing not available for renewal and expansion of existing subscriptons

Product Names and Editions	Product Code	Use Case / Description	Restrictions/Requirements	Pricing in USD
DocuSign Base Product - Empowers users to complete transactions remotely or in person				
DocuSign Business Pro Edition - Seat Subscription	**APT-0271**	Business Process Automation - Customizable signing experience incl. 100 transactions annually	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$480 / seat annually
DocuSign Business Pro Edition - Seat Subscription (Adopt. Accel.)	**APT-0389**	Base Edition with Business Pro features. $/seat includes an allocation of 100 transactions per user per year. Overages waived for initial period.	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$480 / seat annually
DocuSign Business Pro Edition - Envelope Subs.	**APT-0462**	Base Edition including Business Pro features. $/envelope pricing metric. No seat limits.	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	Transaction Fee (Per Unit) USD 4.80 Overage Fee (Per Unit) USD 5.80
DocuSign Enterprise Pro Edition - Seat Subscription	**APT-0272**	Business Transformation - Sophisticated workflows and compliance; incl. 100 transactions annually	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$780 / seat annually
DocuSign Enterprise Pro Edition - Seat Subscription (Adopt. Accel.)	**APT-0390**	Base Edition with Enterprise Pro features. $/seat includes an allocation of 100 transactions per user per year. Overages waived for initial period.	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$780 / seat annually
DocuSign Enterprise Pro Edition - Envelope Subs.	**APT-0463**	Base Edition including Enterprise Pro features. $/envelope pricing metric. No seat limits	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	Transaction Fee (Per Unit) USD 7.80 Overage Fee (Per Unit) USD 8.80
FEATURE ADD-ONS				
Adv. Administration (w/SSO) - for Seats Add-on ($/seat)	**APT-0246**	Add-On to Enterprise Edition, Premium System Automated Edition. Includes Single Sign-on with Federated Identity and Reserve Domain.	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$120 / seat annually
Advanced Workflows Addon for Business Pro - Seat Subs.	**APT-0470**	Addon for Business Pro Edition. Features already in Enterprise Pro.	Support required - please add DocuSign Premier or Plus Support; Minimum of 5 seats required for new subscriptions.	$240 / seat annually
DocuSign Retrieve	**APT-0011**			Annual Fee (Flat Price) USD 6,000.00
Expanded Branding Addon - Envelope Subs.	**APT-0471**	Addon to Business Pro, providing additional branding functionality (e.g., more brands, resource file branding)		Transaction Fee (Per Unit) USD 2.40
Expanded Branding Addon for Business Pro - Seat Subs.	**APT-0277**	Addon for Business Pro Edition. Features already in Enterprise Pro.		Annual Fee (Per Unit) USD 240.00
MSFT Add On Seat for Business Pro Ed.	**APT-0281**	Add more users with Office365 features.		Annual Fee (Per Unit) USD 120.00
MSFT Add On Seat for Enterprise Pro Ed.	**APT-0288**	Add more users with Office365 features.		Annual Fee (Per Unit) USD 240.00
Payments - Per Seat	**APT-0455**	Enable sender to collect payments during the signing process. Requires separate third-party subscription with payment gateway (e.g., Stripe).		Annual Fee (Per Unit) USD 60.00
Payments - Per Transaction	**APT-0456**	Enable sender to collect payments during the signing process. Requires separate third-party subscription with payment gateway (e.g., Stripe).		Transaction Fee (Per Unit) USD 1.00
USAGE BASED ADD-ONS				
DocuSign - Additional Transactions Options				
Add. Transactions - Business Pro Ed. (1,000 trans.)	**APT-0294**	Add more transactions to Business Pro Edition. Pooled at the account level.		
Add. Transactions - Business Pro Ed. (100 trans.)	**APT-0283**	Add more transactions to Business Pro Edition. Pooled at the account level.		Transaction Fee (Per Unit) USD 480.00
Add. Transactions - Enterprise Pro Ed. (1,000 trans.)	**APT-0295**	Add more transactions to Enterprise Pro Edition. Pooled at the account level.		Transaction Fee (Per Unit) USD 7,800.00
Add. Transactions - Enterprise Pro Ed. (100 trans.)	**APT-0284**	Add more transactions to Enterprise Pro Edition. Pooled at the account level.		Transaction Fee (Per Unit) USD 780.00
DocuSign Authentication Options – Options for additional evidence signers are who they say they are				
Authentication - Knowledge-Based (ID Check) - Per Use	**APT-0106**			Usage Fee (Per Unit) USD 3.50
Authentication - Knowledge-Based (ID Check) - Usage Subscription	**APT-0016**			Transaction Fee (Per Unit) USD 2.50 Overage Fee (Per Unit) USD 3.50
Authentication - Phone - Per Use	**APT-0107**			Usage Fee (Per Unit) USD 1.50
Authentication - Phone - Usage Subscription	**APT-0017**			Transaction Fee (Per Unit) USD 0.75 Overage Fee (Per Unit) USD 1.50
Authentication - SMS - Per Use	**APT-0108**			Usage Fee (Per Unit) USD 0.40
Authentication - SMS - Usage Subscription	**APT-0018**			Transaction Fee (Per Unit) USD 0.20 Overage Fee (Per Unit) USD 0.40
INTEGRATION ADD-ONS				
DocuSign Connectors - ***Base Product subscription required - Professional Services recommended***				
DocuSign Connector - Alfresco	**APT-0054**	Send, sign and take action from Alfresco	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - Ariba	**APT-0211**	Send, sign and take action from Ariba	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - Google Enterprise Apps	**APT-0055**	Send, sign and take action from Google Enterprise Apps and Google Drive	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - Microsoft Dynamics CRM	**APT-0056**	Send, sign and take action from Microsoft Dynamics CRM	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00

DocuSign Confidential - Internal Only

DocuSign Price Sheet

United States Dollars

State of Montana Pricing Agreement

Valid July 1, 2017 thru June 30, 2018

Pricing does not included Reseller uplift

Pricing not available for renewal and expansion of existing subscriptons

Product Names and Editions	Product Code	Use Case / Description	Restrictions/Requirements	Pricing in USD
DocuSign Connector - Microsoft SharePoint	**APT-0057**	Send, sign and take action from Microsoft Office365	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - NetSuite	**APT-0058**	Send, sign and take action from NetSuite	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - Salesforce - Per Seat	**APT-0210**	Send, sign and take action from Salesforce.com	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - SAP	**APT-0209**	Send, sign and take action from SAP	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - SuccessFactors	**APT-0212**	Send, sign and take action from SuccessFactors	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - SugarCRM	**APT-0059**	Send, sign and take action from SugarCRM	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
DocuSign Connector - Various Integrations	**APT-0213**	Send, sign and take action from solutions other than listed above.	Sold per seat (1:1 for seat subscriptions)	Annual Fee (Flat Price) USD 144.00
Customer Support	**Product Code**	**Use Case / Description**	**Restrictions/Requirements**	**MSRP in USD**
Different levels of customer support tailored to business needs				
Plus Support	**APT-0074**	Basic Support: - Case Response Time < 8 hours - 24x7 Live Phone Support - Escalated Tier 2 Support		10% of recurring services fees
Premier Support	**APT-0075**	Business grade support: - Case Response Time < 4 hours - 24x7 Live Phone Support - Escalated Tier 2 Support - Integration Support - 1 hour 24x7 Emergency Response		15% of recurring services fees
Enterprise Premier Support	**APT-0148**	Receive personal support with prioritized escalations that provide faster access. Includes a named Technical Customer Success Manager. Proactive case monitoring, regular support reviews, free certifications, and access to the Adoption Network provides the right tools to help our largest customers quickly realize the impact of taking business digital.	Minimum annual subscription value of US$240,000 (not including support)	22% of recurring services fees

* Purchase required usage with DocuSign base product

** Price per actual usage exceeding the purchased usage

PROFESSIONAL SERVICES*	Product Code	Use Case / Description	Restrictions/Requirements	MSRP in USD
Single Sign On	**APT-0073**			One Time Fee (Per Unit) USD 2,625.00
Consulting - 10 Hour Bundle	**APT-0072**			One Time Fee (Per Unit) USD 1,850.00
Consulting - 20 Hour Bundle	**APT-0062**			One Time Fee (Per Unit) USD 3,675.00
Custom Engagement - Per Hour	**APT-0372**	Custom Professional Services consulting for DocuSign customers		One Time Fee (Per Unit) USD 265.00
Strategic Value Assessment - up to 4 use cases	**APT-0020**			One Time Fee (Per Unit) USD 3,675.00
Template Creation Package - Per Template	**APT-0374**	Fixed project for template creation on behalf of customers. Pricing is on a per template basis		One Time Fee (Per Unit) USD 160.00
Customer Success Architect - Full time	**APT-0145**			One Time Fee (Per Unit) USD 34,000.00
Customer Success Architect - Half time	**APT-0146**			One Time Fee (Per Unit) USD 19,000.00
Customer Success Architect - Quarter time	**APT-0147**			One Time Fee (Per Unit) USD 10,500.00
Customer Success Architect - Per Hour	**APT-0415**	Custom Customer Success Architect consulting for DocuSign customers. Min of 40 hours required.		One Time Fee (Per Unit) USD 265.00
CSA Adoption Roadmap	**APT-0228**			One Time Fee (Per Unit) USD 3,675.00
ONBOARDING / ADOPTION CONSULTING	**Product Code**	**Use Case / Description**	**Restrictions/Requirements**	**MSRP in USD**
Adoption Consulting	**APT-0459**	1:1 Rapid Adoption Program		One Time Fee (Per Unit) USD 2,100.00
Adoption Consulting - Technical	**APT-0458**	1:1 Rapid Adoption Program plus technical consulting		One Time Fee (Per Unit) USD 4,200.00

***NOTE: Contact DocuSign for detailed Scoping and Pricing**

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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,

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