

Internet2 Participation Agreement

This agreement (the or this "**Agreement**") is entered into and made effective as of October 1, 2019 (the "**Effective Date**") by and between the University Corporation for Advanced Internet Development d/b/a Internet2, a nonprofit corporation ("**Internet2**"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, ("**Participant**") (Internet2 and Participant hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Internet2 has entered into and may be entering into additional business agreements with service providers (each, a "**Service Provider**") to provide Internet2 with the right to contract directly with Participant to enable Service Providers to deliver certain services (each, a "**NET+ Service**") to Participant (each such agreement between Internet2 and a Service Provider hereinafter referred to as an "**Internet2 Service Provider Business Agreement**"); and

WHEREAS, the Parties mutually desire to enter into this Agreement to enable Service Provider(s) to deliver to Participant certain NET+ Services, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Documents Comprising Agreement. The general terms and conditions attached to this Agreement as Exhibit A (the "**General Terms and Conditions**"), all other exhibits attached to this Agreement and all Internet2 NET+ Service Schedules (as defined below), including all of the terms and conditions contained in such other exhibits and all Internet2 NET+ Service Schedules, are binding upon the Parties and are incorporated into and made a part of this Agreement.

2. The NET+ Services. The initial NET+ Service for which Participant is by this Agreement contracting to receive from a Service Provider is set forth on Schedule A annexed to this Agreement and made a part hereof. Additional NET+ Services may be ordered by Participant by the Parties annexing to this Agreement, for each additional NET+ Service, a separate schedule that is dated and duly signed by the Parties, lists the additional NET+ Service and contains any additional terms and conditions applicable thereto (Schedule A and each such additional schedule, including all attachments that are now or hereafter attached by the Parties to Schedule A or such additional schedules, are each an "**Internet2 NET+ Service Schedule**").

3. Term of this Agreement. The term of this Agreement (the "**Participation Agreement Term**") shall commence on the Effective Date and continue until the last day that any Service Provider is to provide Participant with a NET+ Service pursuant to an Internet2 NET+ Service Schedule, unless earlier terminated in accordance with a Party's rights under this Agreement or by mutual written agreement of the Parties, but shall not exceed a total of 5 years.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

Texas A&M University

By: _____

Name: Robert C. Bounds

Title: Director, Procurement Services

University Corporation for Advanced Internet
Development d/b/a Internet2

By: _____

Name: James D. Applegate

Title: CFO

EXHIBIT A

GENERAL TERMS & CONDITIONS

1. Applicability of General Terms and Conditions to Each NET+ Service; Definitions.

(a) The General Terms and Conditions shall apply on an individual basis to each NET+ Service that Participant contracts for under the Agreement. Unless the context requires otherwise, when used with respect to a particular NET+ Service, "Service Provider" shall refer to the Service Provider that is providing such NET+ Service, "Internet2 Service Provider Business Agreement" shall refer to the Internet2 Service Provider Business Agreement between Internet2 and the Service Provider that is providing such NET+ Service, "Services" shall refer to the Services as defined in such Internet2 Service Provider Business Agreement; and "Other Deliverables" shall refer to any products, licenses, offerings or other deliverables of any kind, if any, that are not included in the definition of Services but that are provided by Service Provider to Participant in connection with the Internet2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule and are identified as "Other Deliverables" in the Internet2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule. The Services and Other Deliverables shall collectively be referred to herein as the "Deliverables."

(b) Capitalized expressions contained in the Agreement shall have the meaning given in the Internet2 Service Provider Business Agreement, unless separately defined in the Agreement.

2. Services Term.

(a) The "Initial Services Term" during which Service Provider is to provide the Services to Participant shall be two (2) years or longer, and shall be defined in the Internet2 NET+ Service Schedule. Unless otherwise terminated as provided for in the Agreement or the Internet2 Service Provider Business Agreement, the term during which Service Provider is to provide Services to Participant shall automatically renew following the Initial Services Term for consecutive one (1) year periods (each a "Renewal Services Term") unless (i) either Party provides the other Party with notice of its intent not to renew the Initial Services Term or the then-current Renewal Services Term, as the case may be, at least three (3) months prior to the end of the Initial Services Term or the then-current Renewal Services Term, as the case may be; or (ii) any such automatic renewal is prohibited by "Governing Law" (as defined in Section 14(k)). Participant represents that it has accurately identified in Exhibit B any restrictions imposed by Governing Law on the automatic renewal of agreements to which Participant is a party, as well as any other state specific laws applicable to this Agreement.

(b) The Initial Services Term and all Renewal Services Terms are collectively referred to as the "Services Term." In addition, each twelve (12) month period (commencing on the first day of the Initial Services Term and thereafter commencing each anniversary of the first day of the Initial Services Term) during the Services Term is referred to herein as a "Contract Year."

3. **Restrictions.** To the maximum extent permitted under Governing Law and except as otherwise set forth in the Internet2 NET+ Service Schedule or the Internet2 Service Provider Business Agreement, Participant shall not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing, or transferring the Deliverables to a third party; (b) disassemble, reverse engineer or decompile the Service Provider Software or any other software used by Service Provider to provide the Service

Provider Platform, or prepare derivative works from any component of the Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Deliverables; or (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Deliverables. For the avoidance of doubt, the restrictions contained above in this Section 3 shall not prohibit Participant from marketing or distributing the Deliverables to potential Users subject to the terms of the Internet2 NET+ Service Schedule and the Internet2 Service Provider Business Agreement, or otherwise prohibit any actions or any use of the Deliverables expressly permitted under the Internet2 NET+ Service Schedule or the Internet2 Service Provider Business Agreement.

4. Pricing; Payment Terms.

(a) Participant shall pay to the Invoicing Party, in U.S. dollars within thirty (30) days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 4(b) below, the applicable fees due from Participant to the Invoicing Party for the Deliverables ("Fee(s)").

(b) In the event of any disputed invoiced Fees that Participant has a right to dispute and for which Participant disputes in good faith; Participant shall provide the Invoicing Party with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice within thirty (30) days of receipt of such invoice. Participant irrevocably and forever waives its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within forty-five (45) days of the receipt of the invoice. Participant shall cooperate in good faith with the Invoicing Party in an attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Participant shall pay to the Invoicing Party the resolved amount of Fees due the Invoicing Party.

5. **Taxes.** Participant shall pay any federal, state, and local sales or use tax imposed or based on the Deliverables. Such taxes, if applicable, shall be separately stated on the Invoicing Party's invoices and reported and paid to appropriate governmental authorities by the Service Provider. If Participant is legally entitled to an exemption from the payment of any taxes, Participant shall promptly and timely provide the Invoicing Party with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims an exemption, naming Service Provider as the seller on each tax exemption certificate.

6. Disclaimers.

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO SERVICE PROVIDER ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT OR THE NET+ SERVICE SCHEDULE, NEITHER SERVICE PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, INCLUDING WITH RESPECT TO THE DELIVERABLES, AND SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO PARTICIPANT, EXCEPT AS OTHERWISE

PROVIDED IN THE NET+ SERVICE SCHEDULE OR IN THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, INTERNET2 IS NOT PROVIDING THE DELIVERABLES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES OF ANY KIND, TO PARTICIPANT IN CONNECTION WITH OR UNDER THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, AND THEREFORE INTERNET2 MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT INCLUDING WITH RESPECT TO THE DELIVERABLES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO PARTICIPANT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied in the Agreement, Participant acknowledges that all references, representations, warranties and covenants made in the Internet2 Service Provider Business Agreement or the Agreement (including in any Exhibits attached hereto), whether express or implied, concerning in any way Service Provider and/or any of the Deliverables, are made by Service Provider alone and not by or in conjunction with Internet2. Participant shall inform Users that the Deliverables are being provided by Service Provider.

7. Indemnification Procedure

Participant shall promptly provide written notice of the existence of any Claim. Service Provider shall, to the extent consistent with Governing Law, be entitled to control and direct the defense or settlement of any such Claim at its own expense and with its own counsel. As a condition to the indemnity obligation of Service Provider set forth in the Internet2 Service Provider Business Agreement, Participant shall provide Service Provider with reasonable assistance (at the expense of Service Provider) in connection with the defense or settlement of any such Claim, provided that (i) Participant shall at all times have the right to participate in such defense at its own expense and with its own counsel; and (ii) Service Provider shall not settle such Claim without Participant's prior written approval if the settlement terms admit fault on the part of the Participant or require the Participant to make any payment.

8. Limitation of Liability

(a) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Internet2 have any liability to Participant for any actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), including for any breach or alleged breach by Service Provider of, or any failure of Service Provider to fulfill any of its obligations under, the Agreement or the Internet2 Service Provider Business Agreement. In the event of any such breach or alleged breach by Service Provider of the Agreement or the Internet2 Service

Provider Business Agreement, or any claims relating to any other actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), Participant's sole remedy shall be to pursue a claim directly against Service Provider in respect thereof, and Participant irrevocably and forever waives any right to bring any such claims against Internet2.

(b) TO THE EXTENT PERMITTED BY GOVERNING LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF SERVICE PROVIDER FOR A BREACH BY SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER SECTION 8 OF THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT, NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER'S INDEMNITY OBLIGATIONS UNDER THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT.

(c) To the extent permitted by Governing Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the Internet2 Service Provider Business Agreement, and the liability of Service Provider to Participant under the Agreement and the Internet2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider's liability to Participant under the Agreement or the Internet2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Participant is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Internet2's liability to Participant under the Agreement or the Internet2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Participant is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Participant's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Participant to the Invoicing Party, Participant's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Participant is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "Damages Cap"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service

Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the Internet2 Service Provider Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the Internet2 Service Provider Business Agreement by Service Provider. As to Participant's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR SERVICE PROVIDER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR SERVICE PROVIDER (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND SERVICE PROVIDER HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 8(e) WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL INTERNET2 OR SERVICE PROVIDER HAVE ANY LIABILITY TO PARTICIPANT FOR THE ACTS OR OMISSIONS OF ANY USERS.

(g) THE LIMITATIONS IN THIS SECTION 8 OF THESE GENERAL TERMS AND CONDITIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM THEREFOR IS MADE DURING OR AFTER THE PARTICIPATION AGREEMENT TERM.

9. Proprietary Rights

(a) The Services are licensed and/or provided, and not sold, to Participant. Service Provider reserves all rights in the Services not expressly granted to Participant or its Users under the Agreement or in the Internet2 Service Provider Business Agreement, including all Proprietary Rights in the same. No title to or ownership of any Service Provider Software or Documentation of Service Provider is transferred to Participant, who shall have the right to use the Service Provider Software and Documentation as permitted under the Agreement. For the avoidance of doubt, no title to or ownership of any Proprietary Rights of Participant is being transferred to Service Provider or Internet2 under the Agreement, and no title to or ownership of any Proprietary Rights of Internet2 is being transferred to Service Provider or Participant under the Agreement.

(b) As among Participant, Internet2 and Service Provider, all rights, including all Proprietary Rights, in and to Participant Data shall remain the exclusive property of Participant. The Agreement does not give Service Provider or Internet2 any rights, implied or otherwise, to

any data, content, or intellectual property of Participant, except as may be expressly stated in the Agreement or the Internet2 Service Provider Business Agreement. The Agreement does not give Participant any rights, implied or otherwise, to any data, content, or intellectual property of Internet2, except as may be expressly stated in the Agreement or the Internet2 Service Provider Business Agreement.

(c) Participant shall comply with the requirements and limitations of the licenses from third party publishers concerning Participant's Use of Third Party Software, to the extent such requirements and limitations are set forth in the applicable Internet2 NET+ Service Schedule.

10. Confidential Information.

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 10, as to Participant's obligations, "Protected Entity" or "Protected Entities" shall mean Internet2 and Service Provider, and as to Internet2's obligations, "Protected Entity" or "Protected Entities" shall mean Participant. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Internet2, for the purposes of this provision, Service Provider shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under the Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(b) Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by Governing Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Governing Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Participant may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Participant under the circumstances.

(c) The confidentiality obligations of Internet2 and Participant set forth above in this Section 10 shall survive for a period of five (5) years after the expiration or earlier termination of the Internet2 NET+ Service Schedule, unless a longer period of time is required by Governing Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the Internet2 Service Provider Business Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written

request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

11. Press Release; References

(a) To the maximum extent permitted by Governing Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Participant has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Participant's style guidelines, to display Participant's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Participant.

(b) For the avoidance of doubt, Section 11(a) is not meant to (i) restrict Service Provider and Internet2's respective rights under Section 2.4 of the Internet2 Service Provider Business Agreement or Participant's rights under Section 2.5 of the Internet2 Service Provider Business Agreement; or (ii) prohibit either Party from disclosing the contents of the Agreement (i.e., providing a copy of the Agreement) to any Person, as the Agreement is not confidential.

12. Termination

(a) If either Party commits a material breach or default in the performance of such entity's obligations under the Agreement or, in the case of Participant, Service Provider commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under the Agreement or the Internet2 Service Provider Business Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate any or all of the applicable Internet2 NET+ Service Schedules to which the material breach or default relates, on written notice to the other entities at any time thereafter while the breach or default remains uncured.

(b) Each Party shall have the right to terminate the Agreement in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(c) If the Internet2 Service Provider Business Agreement terminates or expires, all obligations of Internet2 in respect of the Internet2 Service Provider Business Agreement under the Agreement (including under the corresponding Internet2 NET+ Service Schedule), other than Internet2's confidentiality obligations, shall immediately cease and the corresponding Internet2 NET+ Service

Schedule shall be deemed to immediately terminate. Notwithstanding the foregoing, if the Internet2 Service Provider Business Agreement is terminated by Internet2 pursuant to Section 6.3 of the Internet2 Service Provider Business Agreement, Participant shall have the right to continue to use and pay for the Services for the agreed upon term(s) in this Agreement pursuant to a separate agreement that shall be entered into between Service Provider and Participant. The separate agreement shall be in substantially the same form as the Agreement (and including the operative terms from the Internet2 Service Provider Business Agreement), at the then current rates in effect for Participant under the Agreement, with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year; or (ii) what is required under either the Internet2 Service Provider Business Agreement or the Agreement.

(d) Whenever a Party has an express right to terminate any Internet2 NET+ Service Schedule(s), unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Service Provider solely as a result of such termination. Notwithstanding anything to the contrary contained in any Internet2 NET+ Service Schedule, the termination of the Agreement shall, without limitation, cause all Internet2 NET+ Service Schedules to be terminated as of the date of termination of the Agreement. No refunds (including any pro rata refunds) will be provided in connection with any termination unless, and then only to the extent, Internet2 receives a corresponding refund from a Service Provider in connection with such Participant.

(e) Upon termination of any Internet2 NET+ Service Schedule for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

13. Data Transfer upon Termination or Expiration.

(a) No later than three (3) business days prior to the expiration or earlier termination of the Services Term, Participant shall contact Service Provider and inform Service Provider whether to (i) disable Participant's Account(s) and promptly Securely Delete the Participant Data, or (ii) retain Participant Data in Participant's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Participant may extract the data using the Service Provider API, or if Participant elects to not utilize the API, it also may extract the data in any other reasonable manner. During the Retention Period, Service Provider will, for no additional charge, provide upon request all reasonable assistance to Participant with transitioning Participant Data from the Service Provider Platform, including retrieval of all Participant Data in formats approved by the Participant. Participant Data will include such information as is necessary, including data formats and other specifications, for Participant to reasonably interpret such data for use with other systems.

(b) If Participant does not make an election under Section 13(a) above at least three (3) business days prior to the expiration or earlier termination of the Services Term, Participant shall not be deemed in breach of the Agreement and Participant shall be deemed to have elected option (ii) under Section 13(a) such that Service Provider shall retain the Participant Data in accordance with Section 13(a)(ii). If Participant is deemed to elect option (ii) under Section 13(a) and requires the assistance of Service Provider in connection therewith, Participant shall reimburse Service Provider for any applicable reasonable costs.

(c) On the Deletion Date, Service Provider shall disable the applicable Participant's Account(s) and Securely Delete the Participant Data. Commencing on the Deletion Date, Participant

shall not be able to extract the Participant Data from Participant's Account(s).

Participant in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 8(c) above.

14. Miscellaneous.

(a) **Recitals.** The recitals set forth on page 1 of the Agreement are by this reference incorporated into and made a part of the Agreement.

(b) **Priority.** The provisions of the Agreement shall be treated in the following order of precedence in the event of any conflict: (1) the provisions contained in an Internet2 NET+ Service Schedule; (2) the provisions contained in the General Terms and Conditions; (3) the provisions contained in the main body of the Agreement.

(c) **Terms of Service.** Access and use of the Service Provider Platform and Service Provider Software by a User is contingent upon such User complying with the Terms of Service.

(d) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement except, with respect to Internet2, from Service Provider to the extent required by the Internet2 Service Provider Business Agreement; and (iii) the execution, delivery and performance of the Agreement does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

(e) Contractual Relationship.

(i) The Parties are entering into the Agreement as independent contracting parties. The Agreement shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Service Provider or to impose any partnership liability upon any Party or Service Provider. No officer, director, employee, Affiliate, agent or subcontractor retained by Service Provider to perform work on Participant's behalf under the Agreement shall be deemed to be an employee or agent of Internet2 or Participant.

(ii) Service Provider shall be deemed a third party beneficiary of the Agreement with respect to Participant only (and not with respect to Internet2), and then with respect to Participant, only in connection with enforcing the obligations of Participant under, and being able to bring claims against Participant under, the Agreement. Therefore, without limiting any of Internet2's rights (including its rights to bring a claim based on a breach or alleged breach of the Agreement by Participant), in the event of a breach or alleged breach of the Agreement by Participant, Service Provider shall have the right to assert and pursue claims for breach of contract directly against Participant, subject to the other terms and conditions of the Agreement. Participant shall be deemed a third party beneficiary of the Internet2 Service Provider Business Agreement to the extent set forth therein. As a result, Participant shall have the right to enforce the terms of the Internet2 Service Provider Business Agreement against Service Provider, subject to the other terms and conditions of the Agreement. Participant hereby forever waives and relinquishes in favor of Internet2, and agrees not to assert, any claim it may have against Internet2 under or in connection with or arising out of the Internet2 Service Provider Business Agreement (including any third party beneficiary claim against Internet2 in connection with the Internet2 Service Provider Business Agreement). If the foregoing waiver by Participant is held to be invalid under Governing Law by a court of competent jurisdiction, then, Internet2's liability to

(iii) Internet2 shall have the right to use Internet2 Contractor/Agents to perform any of its obligations or to act on behalf of Internet2. All actions of Internet2 Contractor/Agents in connection with the Agreement are attributable to Internet2 for all purposes under the Agreement. For the avoidance of doubt, Service Provider (which includes Service Provider Contractor/Agents) is not considered to be an Internet2 Contractor/Agent for purposes of this Agreement. Participant shall have the right to use independent contractors, subcontractors, or other non-employees ("Participant Contractor/Agents") to perform any of its obligations or to act on behalf of Participant. All actions of Participant Contractor/Agents in connection with the Agreement are attributable to Participant for all purposes under the Agreement.

(iv) Participant shall not be deemed a third party beneficiary under any Network Services Agreement between Internet2 and Service Provider or under any Colocation Agreement between Internet2 and Service Provider. Neither Service Provider nor Internet2 shall have any liability to Participant arising out of, and Participant irrevocably and forever waives any and all rights to bring any claim, action, demand, suit or proceeding of any kind against Service Provider or Internet2 arising out of, any Network Services Agreement, or any Colocation Agreement, between Service Provider and Internet2.

(f) **Notices.** Any notice or other communication under the Agreement given by any Party or Service Provider to the others shall be in writing and shall be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Service Provider with a confirmation telephone call, in each case specifically referencing a notice given under the Agreement, provided, however, that a copy of any notice asserting a material breach or default or terminating the Agreement shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth in Exhibit C (or to such changes of address of which one Party or Service Provider notifies the others in accordance with the foregoing).

(g) **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of the Agreement or to exercise any rights or remedies under the Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

(h) **Assignment.** Except as provided in the next sentence, neither Party nor Service Provider shall directly, indirectly, by operation of law or otherwise assign all or any part of the Agreement or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Service Provider shall have the right to assign or transfer all of its rights or obligations under the Agreement (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of the Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, the Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and Service Provider and their respective successors and permitted assigns. This Section 14(h) is not intended to limit either Party's rights or obligations under Section 14(e)(iii) of these Terms and Conditions or Service Provider's or Internet2's similar rights under the Internet2 Service Provider Business Agreement.

- (i) **Integration.** The Agreement, including all Exhibits and Schedules which are attached to the Agreement (including this Exhibit A) and incorporated herein by this reference, together with any other Exhibits and Schedules which may hereafter be attached hereto in accordance with the terms of the Agreement, and all applicable terms of the Internet2 Service Provider Business Agreement in effect on the date the NET+ Service Schedule is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. The Agreement shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Participant Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a Participant in connection with the Agreement or a NET+ Service Schedule, or the subject matter therein ("Participant Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of the Agreement, or otherwise altering the obligations or rights of the Parties or Service Provider as set forth in the Agreement or the Internet2 Service Provider Business Agreement unless such Participant Purchase Order is signed by Internet2 and this provision 14(i) is expressly referenced and waived by Internet2, and then only to the extent expressly waived therein, in which event any addition, deletion or other modification to the Agreement will only be as expressly set forth in such Participant Purchase Order executed by Internet2 and then only to the extent expressly waived by Internet2 therein.
- (j) **Severability.** If any provisions of the Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.
- (k) **Governing Law; Dispute Resolution.** The Agreement and the rights and obligations of the Parties and Service Provider hereunder shall be governed by the law of the state in which Participant's main campus is located ("Governing Law"), without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in courts of competent jurisdiction in the state in which Participant's main campus is located, following good-faith efforts by the Parties and, if applicable, Service Provider, to negotiate a resolution; and, Participant, Internet2 and Service Provider hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.
- (l) **Survival.** The provisions of the Agreement that by their nature are continuing shall continue in full force and effect and shall bind the parties beyond any termination, cancellation or expiration of the Agreement, except as prohibited by Governing Law.
- (m) **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.
- (n) **No Drafting Presumption.** Each Party acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of the Agreement and agrees that the Agreement shall not be construed either in favor of or against either Party or Service Provider by virtue of the extent of the Parties' or Service Provider's involvement in preparing or reviewing the Agreement.
- (o) **Good Faith.** The Parties and Service Provider shall act in good faith with respect to each provision of the Agreement and any dispute that may arise related hereto.
- (p) **Counterparts; Signature by Electronic Means Only.** The Agreement, including each Internet2 NET+ Service Schedule, is to be signed in counterparts and only by method of electronic signature, each such counterpart of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties.
- (q) **SERVICE PROVIDER IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY PARTICIPANT, AS SUCH TERM IS USED IN SECTION 8.2(a) OF THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT.**
- (r) **Either Party may disclose this Agreement to its independent auditors only for purposes of conducting a certified audit under the guidelines of Generally Accepted Auditing Standards.**

EXHIBIT B

State Laws

EXHIBIT C**Notices**

If to Service Provider:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
With (copy) to:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
If to Participant:	Texas A&M University Division of Information Technology 3363 TAMU College Station, TX 77843-3363
With (copy) to:	Texas A&M University Department of Contract Administration 1182 TAMU College Station, TX 77843-1182
If to Internet2:	UCAID/Internet2 100 Phoenix Dr., Suite 111 Ann Arbor, MI 48108 Attn: James A. Pflasterer Chief Financial Officer Email: japflasterer@internet2.edu
With (copies) to:	UCAID/Internet2 1150 18th Street NW, Suite 900 Washington, DC 20036 Attn: John S. Morabito, Esq. Vice President of External Relations, General Counsel, and Corporate Secretary and Arent Fox LLP 1717 K Street, NW Washington, DC 20006 Attn: Alan G. Fishel, Esq.

INTERNET2 NET+ SERVICE SCHEDULE

SERVICE PROVIDER: DocuSign, Inc.

SERVICE: DocuSign for Higher Education

This Internet2 NET+ Service Schedule is incorporated by reference into, and is subject to, the Participation Agreement entered into between Participant and Internet2, dated October 1, 2019.

A. Participant Order Information

- | | | |
|-----|--|---|
| 1. | Participant Name | Texas A&M University – College Station |
| 2. | Internet2 Member? | Yes |
| 3. | Effective Date of this Internet2 NET+ Service Schedule | 10/1/2019 |
| 4. | Initial Services Term (Beginning on the Effective Date of this Service Schedule and lasting for the number of years stated herein) | 1 year |
| 5. | Service Tier, Level (or similar term) | Enterprise Pro Edition – Envelope Subscription – Qty. 45,000 |
| 6. | Actual Campus Size | N/A |
| 7. | One-time Startup Fee (if applicable) \$(USD) | N/A |
| 8. | Annual Fee \$(USD) | \$145,565.22 |
| 9. | Additional Fees (if applicable) \$(USD) | Knowledge Based Authentication (ID Checks) – Qty. 10,000 - \$15,000.00
Premier Support - \$21,834.78 |
| 10. | Notices to Participant | |
| 11. | Notices to Service Provider | DocuSign, Inc.
1301 Second Avenue, Suite 2000 |

Seattle, WA 98101

Attn: Legal Department

B. Access to and Use of the Services. Upon execution of this Internet2 NET+ Service Schedule, Service Provider grants Participant a limited, nonexclusive, nontransferable, fully paid-up worldwide, royalty-free, right for the duration of the Services Term, to: (a) access and use, and permit and enable Authorized Users to access and use, the Services and (b) appoint Participant Administrator to manage access to and use of the Service Provider Platform. The current general specifications for the Services and associated Accounts are contained in Exhibit 1 attached to this Internet2 NET+ Service Schedule, and also in Exhibit A to the Internet2 Service Provider Business Agreement. Exhibit 1-A attached hereto contains additional terms and conditions related to a subset of the Optional Services that are described in Exhibit 1 to this Internet2 NET+ Service Schedule.

C. Delivery of Service. Service Provider shall make the NET+ Service directly available to Participant within five (5) business days after the Effective Date of this Internet2 NET+ Service Schedule.

D. Fees. The Fees payable by Participant to the Invoicing Party for the Services are set forth in on Exhibit 2 attached to this Internet2 NET+ Service Schedule and made part hereof, and are subject to any changes permitted under the Internet2 Service Provider Business Agreement. The Invoicing Party will be Internet2.

E. Third-Party Software. There is no Third-Party Software.

F. Modifications to the Agreement. Solely with respect to the Service covered in this Internet2 NET+ Service Schedule, and for no other NET+ Service or Internet2 NET+ Service Schedule (unless expressly set forth in such other Internet2 NET+ Service Schedule), the following modifications shall be deemed made to the Agreement:

- a) Each instance of the defined term "User" shall be replaced with the defined term "Authorized User."
- b) Section 2(a) of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

Services Term.

- a. "The "**Initial Services Term**" during which Service Provider is to provide the Services to Participant shall be one (1), two (2) or three (3) years, and shall be defined in the Internet2 NET+ Service Schedule. The Initial Services Term shall not automatically renew. Notwithstanding the forgoing, unless otherwise terminated as provided for in the Agreement or the Internet2 Service Provider Business Agreement, the Parties may mutually agree in writing to renew the term during which Service Provider is to provide Services to Participant following the Initial Services Term for consecutive one (1) year periods (each a "Renewal Services Term").
- c) The first sentence of Section 3 of Exhibit A to the Agreement shall be deleted and replaced in its entirety with the following:

"To the maximum extent permitted under Governing Law and except as otherwise set forth in the Internet2 NET+ Service Schedule or the Internet2 Service Provider Business Agreement, Participant shall not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing, or transferring the Deliverables to a third party; (b)

disassemble, reverse engineer or decompile the Service Provider Software or any other software used by Service Provider to provide the Service Provider Platform, or prepare derivative works from any component of the Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Deliverables; (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Deliverables or (e) use the Subscription Services: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Services); (iii) in any manner that is likely to damage, disable, overburden, or impair the Subscription Services or interfere in any way with the use or enjoyment of the Subscription Services by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.”

- d) Section 6(a) of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

“(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO SERVICE PROVIDER ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT OR THE INTERNET2 NET+ SERVICE SCHEDULE, NEITHER SERVICE PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, INCLUDING WITH RESPECT TO THE DELIVERABLES, AND SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO PARTICIPANT, EXCEPT AS OTHERWISE PROVIDED IN THE NET+ SERVICE SCHEDULE OR IN THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.”

- e) Section 7 of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

“Participant shall give prompt written notice to Service Provider of the existence of any Claim for which Participant expects Service Provider to fulfill Service Provider’s obligations under Section 5.2(a) of the Internet2 Service Provider Business Agreement, provided that failure to do so shall not be deemed a breach of the Agreement or relieve Service Provider of its indemnity obligation if failure to give prompt written notice does not prejudice Service Provider’s defense of the applicable Claim. Service Provider shall, to the extent consistent with Governing Law, have full and complete control over the defense and settlement of any such Claim at its own expense and with its own counsel, provided that Service Provider will not enter into any settlement agreement that admits fault on the part of Participant or that requires Participant to make any payment. Participant shall, upon prior reasonable written request of Service Provider and at Service Provider’s cost and expense, provide reasonable assistance to Service Provider in connection with the defense and settlement of any such Claim. In addition, Participant shall have the right to participate in such defense at its own expense and with its own counsel.”

- f) In Section 8(c) of Exhibit A to the Agreement, the word “during” in the clause (ii) of the second, third and fourth sentences shall be replaced by the word “for.”
- g) The following sentence shall be added as the last sentence of Section 8(d) of Exhibit A to the Agreement:

“For the avoidance of doubt, nothing in this Section 8 or this Agreement is intended to limit Service Provider’s liability to Participant under the Business Associate Agreement between Service Provider and Participant (i.e., the terms of the Business Associate Agreement between Service Provider and Participant shall determine any liability that Service Provider may have to Participant under or arising out of that agreement).”

- h) Section 8(f) of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

“NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL INTERNET2 OR SERVICE PROVIDER HAVE ANY LIABILITY TO PARTICIPANT FOR THE ACTS OR OMISSIONS OF ANY AUTHORIZED USERS OR RECIPIENTS.”

- i) Section 10(b) of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

“(b) Upon a Party’s receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will, if permitted by Governing Law, attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful or not permitted by Governing Law, and provided that the Party receiving the Legal Request is not prohibited by Governing Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Governing Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Participant may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Participant under the circumstances. For the avoidance of doubt, to the extent applicable, a Legal Request includes a public records request made in accordance with Governing Law.”

- j) The second and third sentences of Section 12(c) of Exhibit A to the Agreement are deleted.

- k) Section 13 of Exhibit A to the Agreement shall be deleted in its entirety.

- l) Section 14(c) of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following:

“**Terms of Service.** Access and use of the Service Provider Platform and Service Provider Software by any TOS and PP Covered User is contingent upon such TOS and PP Covered User complying with the Terms of Service.”

- m) Section 14(e)(iv) of the Agreement shall be deleted in its entirety.

- n) The following clause shall be added at the end of the first sentence of Section 14(k) of Exhibit A to the Agreement:

“, so long as such main campus is located within the United States.”

G. Additional Terms and Conditions for Participants

The following Terms and Conditions for Participants (the “Terms”) are also binding obligations of DocuSign and Participant with respect to the Services.

1. DEFINITIONS

“**Account**” means an account for Participant, Participant Administrator or an Authorized User that is created using the Services.

“**Authorized User**” means, as to Participant, any individual who is authorized to use the Services by a Participant Administrator and who utilizes the Services through Participant. For the avoidance of doubt, when a person who is otherwise an Authorized User is using services from Service Provider in a manner that is not through Participant such person is not an Authorized User in those instances.

“**eContract**” refers to a contract, notice, disclosure, or other record or document deposited into the Service Provider Platform by an Authorized User for processing using the Service Provider Software.

“**Envelope**” means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the Service Provider Platform.

“**Service Provider Platform or Subscription Services**” means Service Provider’s on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. The Service Provider Platform, as of the Effective Date, includes the features and functionality described on Exhibit 1 to this Schedule A annexed hereto and made a part hereof. As stated in the definition of Service Provider Software in the Internet2 Service Provider Business Agreement, any software used by Service Provider to operate and maintain the Service Provider’s on-demand electronic signature service are deemed part of the Service Provider Platform. This definition is not meant to limit Service Provider’s obligations under Sections 3.2 and 8.9 of the Internet2 Service Provider Business Agreement.

“**Transaction Data**” means data associated with an eContract consisting of transaction history, eContract image hash value, information concerning method and time of eContract purge, and sender and Recipient names, email addresses and signature IDs.

2. SUBSCRIPTION SERVICES

2.1 DocuSign will provide the Subscription Services in accordance with Exhibit 1 to this Schedule A during the Services Term.

2.2 From the date the Services Term begins, Participant may obtain an Account and register Authorized Users, and subject to these Terms, such Authorized Users may log onto and use the Subscription Services in accordance with Exhibit 1 to this Schedule A. Participant’s right to use the Subscription Services is limited to its Authorized Users, and Participant agrees not to resell or otherwise provide or assist with the provision of the Subscription Services to any other third party. For the avoidance of doubt, the foregoing is not meant to prohibit Participant from sending Envelopes to Recipients. The use of the Subscription Services by Participant and its Authorized Users is subject to Participant’s acknowledgement and agreement that:

- a. Under any subscription offerings that are labeled as “unlimited,” Participant is allowed to send a reasonable number of Envelopes from their Account. If DocuSign suspects that the number of Envelopes sent from a particular Account is beyond reasonable use, DocuSign will promptly notify Participant and Internet2, discuss the use-case scenario between the parties and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the

event Participant exceeds, in DocuSign's and Internet2's reasonable discretion, such use restrictions described above, DocuSign and Internet2 reserve the right to negotiate new business terms with such Participant.

- b. Nothing in these Terms will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- c. DocuSign maintains no control or access to the contents of any eContract, and so the content, quality, and format of any eContract is at all times in the exclusive control and responsibility of Participant;
- d. If Participant elects to use optional features designed to verify the identity of the intended Recipient of an eContract ("Authentication Measures"), DocuSign will apply only those Authentication Measures (if any) selected by the Participant, but makes no representations or warranties about the appropriateness of any Authentication Measure and further, assumes no liability for the inability or failure by the intended Recipient or other party to satisfy the Authentication Measure or to circumvent it;
- e. Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures, and additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records. DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws or whether it is subject to any particular agency promulgations and whether it can be legally formed by electronic signatures;
- f. Participant is solely responsible for making available to third parties (including parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time; and
- g. Certain laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among other things) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to: (i) determine whether any particular transaction involves a consumer; (ii) furnish or obtain any such consents or to determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures previously given; (v) provide any such copies or access except as expressly provided in Exhibit 1 to this Schedule A for all transactions, consumer or otherwise; or (vi) otherwise comply with any such special requirements. Participant expressly undertakes to determine whether any consumer is involved in any eContract presented by Participant or its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

2.3 If Participant subscribes to the Resold Optional Service DocuSign for Salesforce, in addition to the terms and conditions set forth in this Agreement, Participant is subject to the Salesforce pass-through terms and conditions set forth at <https://www.docusign.com/company/terms-and-conditions/salesforce> ("SFDC Service Terms"), as may be amended from time to time, with at least thirty (30) days prior written notice from Service Provider to Participant. Notwithstanding the foregoing, any applicable terms and conditions in an agreement entered into directly between Participant and Salesforce for the Salesforce service shall supersede any conflicting terms in the SFDC Service Terms.

3. ADDITIONAL PARTICIPANT RESPONSIBILITIES

3.1 Participant agrees that it will not use the Subscription Services to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

3.2 Although DocuSign does not actively monitor the content processed through the Services, DocuSign shall have the right to suspend an Authorized User's or a Participant's access to the Services, in whole or in part, only: (i) if Service Provider reasonably believes that an Authorized User's or a Participant's use of the Subscription

Services represents a direct or indirect threat to Service Provider's network operation or integrity or any person's use of the Subscription Services; (ii) if reasonably necessary to prevent unauthorized access to Participant Data; (iii) to the extent DocuSign reasonably believes is necessary to comply with Applicable Law or (iv) if Participant does not pay Internet2 in a timely manner pursuant to the payment terms of this Agreement. Service Provider will (i) use reasonable efforts to suspend only the minimum portion of the Services necessary to address the issues giving rise to the suspension; (ii) suspend the provision of the Services to only the Authorized Users whose actions necessitated the suspension (and not suspend the provision of the Services to Participant as a whole or to other Authorized Users of Participant whose actions did not necessitate the suspension) if at all practicable; and (iii) provide Internet2 and Participant with advance notice of any suspension and an opportunity to discuss the matter with Service Provider before such suspension occurs unless delaying the suspension will result in harm to Service Provider or any Person's use of the Services, or enable unauthorized access to Participant Data. Upon Internet2's or Participant's written request, Service Provider shall promptly restore an Authorized User's or a Participant's access to the Services, provided that, suspension of such access to the Services (a) is no longer necessary to address or thwart a direct or indirect threat to Service Provider's network operation or integrity or any Person's use of the Services; (b) is no longer necessary to prevent unauthorized access to Participant Data, (c) is no longer necessary to comply with Applicable Law or (d) Participant has paid the overdue Fees. In addition, Service Provider agrees that any Participant shall have the right at any time(s) to suspend or terminate any of its Authorized Users' access to the Services in accordance with such Participant's policies or practices.

3.3 Any patient-serving healthcare entity's use of DocuSign functionality for PHI related information (*i.e.*, that is subject to HIPAA regulations) under the Internet2 Service Provider Business Agreement must be declared by Participant to DocuSign to enable assignment of appropriate support resources (at no additional cost to Participant or Internet2).

4. INTELLECTUAL PROPERTY

4.1 DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Services, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms, DocuSign does not license or transfer to Participant or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Participant agrees that it will not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign's technology. DocuSign agrees that data and information provided by Participant under these Terms shall remain, as between Participant and DocuSign, owned by Participant.

4.2 DocuSign hereby grants to <http://www.docusign.com/trademark-license> Participant the rights set forth in Section 2.3 and Exhibit H of the Internet2 Service Provider Business Agreement.

5. DATA STORAGE, DATA TRANSFER UPON TERMINATION OR EXPIRATION

5.1 **General eContract Storage and Deletion Policy.** Service Provider will maintain Participant Data in an Authorized User's Account and will not delete Participant Data in an Authorized User's Account until Participant or Authorized User deletes such Participant Data or such Participant Data is deleted after termination or expiration of the Services Term in strict accordance with paragraph entitled "Data Transfer Upon Termination or Expiration" below (including with respect to the timing for deletion set forth in the paragraph below). Service Provider will

provide Internet2 and Participant on an ongoing basis with access to reports on the Service Provider Platform and Participant may copy and retain those reports as Participant may deem reasonably necessary.

5.2 Data Transfer Upon Termination or Expiration. After the Services Term, Service Provider shall disable Participant's Account(s), and Participant shall have the right at any and all times during the Retention Period to request Service Provider to delete any Participant Data remaining in Participant's Account, and Service Provider shall promptly comply with any such request for no additional charge. At any time during the Retention Period and subject to Participant and Service Provider mutually agreeing to Service Provider's professional services fees, Participant may request in writing that Service Provider provide all reasonable assistance with transitioning Participant's Participant Data from the Service Provider Platform, including retrieval of all Participant Data in PDF format that is text searchable, unless the original document was not text searchable. For the avoidance of doubt, Transaction Data (including the names and e-mail addresses of Authorized Users and Recipients) shall not be deleted and may not be removed from the Service Provider Platform and shall be retained by Service Provider. Following this Retention Period, Service Provider may, in its discretion, delete the Participant Data in accordance with its normal data deletion program.

5.3 Uncompleted eContracts. DocuSign may at its sole discretion delete an uncompleted eContract from the Subscription Services immediately and without notice upon earlier of: a) expiration of the Envelope (where Participant has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Services Term.

5.4 Transaction Data. Transaction Data collected by DocuSign may be retained by DocuSign permanently, provided that any Transaction Data that constitutes Confidential Information of Participant will at all times maintain that status and DocuSign will comply with its obligations in this Agreement.

6. WARRANTIES AND DISCLAIMERS

6.1 DocuSign Warranties. DocuSign represents and warrants that: (a) the Subscription Services as delivered to Participant and used in accordance with Exhibit 1 to this Schedule A will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service shall be performed in accordance with Exhibit 1 to this Schedule A in their then-current form at the time of the provision of such Subscription Service; (c) any portion of the Subscription Service that is software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Participant in accordance with Exhibit 1 to this Schedule A and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Participant in accordance with Exhibit 1 to this Schedule A and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Participant complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.2(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Participant Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

6.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 6.1 ABOVE AND IN THE INTERNET2 SERVICE PROVIDER BUSINESS AGREEMENT, DOCUSIGN MAKES NO ADDITIONAL WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY -- AS TO ANY MATTER WHATSOEVER. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, IS OR WILL BE ERROR-FREE, WILL MEET PARTICIPANT'S REQUIREMENTS. PARTICIPANT WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

6.3 Participant Warranties. Participant hereby represents and warrants to DocuSign that: (a) it has all requisite rights and authority to use the Subscription Service under these Terms and to grant all applicable rights herein; (b) the performance of its obligations under these Terms will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between Participant and third parties; (c) Participant will use the Subscription Service for lawful purposes only and subject to these Terms; (d) Participant is solely responsible for maintaining the confidentiality of its Account names and password(s) except where DocuSign's negligence, willful misconduct, or breach of this Agreement causes the loss of such confidentiality; (e) Participant agrees that except where DocuSign is negligent, engages in willful misconduct, or breaches this Agreement, DocuSign will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without Participant's knowledge and consent; and (f) Participant will not attempt to gain unauthorized access to the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means.

ACCEPTED AND AGREED:

Participant

University Corporation for Advanced
Internet Development d/b/a Internet2

By

By:

Name: Robert C. Bounds

Name: James A. Pfisterer

Title: Director, Procurement Services

Title: CFO

EXHIBIT 1

to INTERNET2 NET+ SERVICE SCHEDULE

SERVICE PROVIDER: DocuSign, Inc.

SERVICE: DocuSign for Higher Education

Service Provider Platform

1. **GENERAL DESCRIPTION OF THE SERVICES.** Service Provider's on-demand electronic signature service, a secure online web service, operates substantially as set forth in these specifications. Subject to the terms of this Agreement, Service Provider reserves the right to change the look and feel of the Service Provider Platform from time to time, provided such changes have no material detrimental impact on the functionality of the Service Provider Platform.

1.1 An Account is established by the Participant. At least one Authorized User must be registered as a Participant Administrator.

1.2 A Participant Administrator may log in to the Service Provider Platform and access the Account administration tools. Using these tools, the Participant Administrator is able to invite individuals to become Authorized Users of the Services, as well as establish usage privileges for each Authorized User.

1.3 To use the Services, each Authorized User must accept the invitation to join the Participant's Account, including the creation of a user ID and password. No two persons may register, access or use the Services as the same Authorized User.

1.4 Authorized Users may use the Account to transmit document images into the Service Provider Platform via an encrypted Internet connection. This action may also include transmission of information including, but not limited to: the email address of the intended Recipients, the authentication measures for each Recipient to access the documents, and the precise locations within the documents where a Recipient must initial or sign the documents.

1.5 Intentionally Omitted.

1.6 The Service Provider Platform then sends a notification to each intended Recipient to alert the Recipient that he or she has a document to review and/or sign.

1.7 Using a standard web browser or mobile device, the Recipient must then log in to the Service Provider Platform, authenticate himself or herself according to the steps established by the Authorized User, and review and sign the documents.

1.8 Once the documents have been signed by all the intended Recipients, all parties are notified that the transaction is complete, and the final signed documents are

made available for distribution as PDF files. These PDF files may be downloaded and stored locally in electronic format, or printed for paper storage.

1.9 Transactions will be stored within the Service Provider Platform in accordance with this Agreement and each Participant's Participation Agreement.

1.10 Authorized Users may employ authentication measures to help establish identity of signers.

2. TYPES OF SERVICES.

2.1 A Participant that orders the Services must subscribe to a tier (a "*Tier*") of the basic on-demand electronic signature services (the "*DocuSign for Higher Education Services*"), which is based on such Participant's Actual Campus Size (as defined below). "Higher Education Services" means teaching, education, research, or administrative activities, or the provision of services associated with those activities (excluding services to the public, e.g. clinics, hospitals, etc associated with a medical school), for not-profit post-secondary educational institutions. All purchases of the Services are for Higher Education Services only. For each Contract Year, the minimum Tier that Internet2 will order in connection with a Participant will be based on such Participant's total population (total staff, faculty and student FTE enrollment) according to IPEDs ("*Actual Campus Size*"). On an annual basis, and no later than sixty (60) days prior to the commencement of the next applicable Contract Year, Participant will provide Internet2 with an accurate updated count of Participant's Actual Campus Size so that the corresponding Tier will be provided to Participant based on such Actual Campus Size unless the Participant elects in writing to obtain a higher Tier.

2.2 There are two types of DocuSign for Higher Education Services that a Participant may subscribe to: a) the Enterprise Subscription and b) the Flex Plan Subscription. Additionally, a Participant may subscribe to one or more of the optional services listed in Sections 2.6 and 2.7 below (collectively, the "*Optional Services*", and each an "*Optional Service*").

2.3 Regardless of what Tier of the Enterprise Subscription a Participant belongs to, Service Provider shall provide such Participant with the following:

- Unlimited Authorized Users (document senders)
- Unlimited document Recipients (signers)

- Unlimited use cases
- Unlimited Envelopes
- Service Provider's "Enterprise Pro Adoption Accelerator" feature set for DocuSign Signature
- Authentication via single signon.
- Support in accordance with [Exhibit D](#)
- Pricing in accordance with [Exhibit E](#)

2.4 Flex Plan Subscription means DocuSign standard SKU, e.g., x number of Envelopes per year, with the ability to purchase additional Envelopes or Seats per year. Regardless of the Flex Plan Subscription option a Participant chooses, Service Provider shall provide such Participant with the following:

- Unlimited document Recipients (signers)
- Unlimited use cases
- Service Provider's "Enterprise Pro-Envelope Subscription" feature set for DocuSign Signature
- Authentication via single signon
- Support in accordance with [Exhibit D](#)
- Pricing in accordance with [Exhibit E](#)

2.5 RESERVED

2.6 The following Optional Services are services offered to Participants directly from (as opposed to resold by) Service Provider (the "Service Provider Optional Services"). The Service Provider Optional Services are a subset of the Optional Services.

- DocuSign Retrieve (DocuSign Retrieve is an easy-to-use installed software tool used to export eContracts and related metadata into behind-the-firewall systems. The installed software pulls documents in bulk directly from the applicable Account according to pre-specified settings.)
- Fax-back Service (More information can be found at: <https://www.docusign.com/sites/default/files/Quick%20Start%20-%20Allowing%20Recipients%20to%20Sign%20On%20Paper.pdf>, which is included for reference only and shall not contain any obligations on Internet2 or a Participant)
- DocuSign Comments (More information can be found at <https://www.docusign.com/blog/comments-quick-dirty>, which is included for reference only and shall not contain any obligations on Internet2 or a Participant)
- DocuSign Payments (More information can be found at <https://support.docusign.com/en/articles/DocuSign-Payments-FAQ>), which is included for reference only and shall not contain any obligations on Internet2 or a Participant).

2.7 The following Optional Services are services that are resold by Service Provider from Salesforce or applicable

service providers, respectively (the "Resold Optional Services"). The Resold Optional Services are a subset of the Optional Services.

- DocuSign for Salesforce
- Signer Authentication Options (i.e. ID Check, Phone Authentication, Student Authentication) (More information can be found at: <https://www.docusign.com/support/classic/documentation/cdse-user-guide/sending/authentication-option-descriptions>, which is included for reference only and shall not contain any obligations on Internet2 or a Participant)

3. MINIMUM SYSTEM AND SOFTWARE REQUIREMENTS. To fully utilize the Services, Participants and Authorized Users need to maintain certain minimum hardware and software requirements. These requirements include:

Authorized User (Sender) Requirements

Operating Systems:	Windows® XP, Windows Vista®, Windows 7; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox® 3.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac OS only); Google Chrome® 5.0 or above.
Mobile Application:	Apple iOS® 4.0 and above.
Mobile Sending:	Apple iOS 4.0 or above. Android™ 2.2 or above.
Screen Resolution:	1024 x 768 minimum
Enabled Security Settings:	Allow per session cookies Authorized Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.

Reviewing and electronically signing documents within the Services requires the following minimum hardware and software requirements:

Recipient (Signer) Requirements

Operating Systems	Windows XP, Windows Vista, Windows 7; Mac OS X
Browsers:	Final release versions of Internet Explorer 7.0 or above (Windows only); Mozilla Firefox 3.0 or above (Windows and Mac); Safari 3.0 or above (Mac OS only); Google Chrome 5.0 or above.
Mobile Signing:	Apple iOS 4.0 or above. Android 2.2 or above.
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files.

Screen Resolution:	1024 x 768 minimum
Enabled Security Settings:	Allow per session cookies

Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Windows, Windows Vista and Internet Explorer are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Safari and Mac OS are either registered trademarks or trademarks of Apple Inc., registered in the U.S. and other countries. iOS is a registered trademark of Cisco Technology, Inc. in the U.S. and other countries. Mozilla and Firefox are registered trademarks of the Mozilla Foundation. Acrobat is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. Chrome and Android are either registered trademarks or trademarks of Google Inc. in the United States and/or other countries.

EXHIBIT 1-A

to INTERNET2 NET+ SERVICE SCHEDULE

SERVICE PROVIDER: DocuSign, Inc.

SERVICE: DocuSign for Higher Education

A. Comments Attachment for DocuSign Signature Service (defined below)

1. **DEFINITIONS.** Except as otherwise defined in this Attachment, capitalized terms will have the meaning given to them in the Participation Agreement.

“Comments” means the online text messages included with eContracts in an Envelope, which Authorized Users may input, access, retain, share with, and receive from parties via DocuSign Signature using DocuSign Comments.

“Comments Functionality” means the service within DocuSign Signature that facilitates the input, access, retention, and sharing of Comments.

“DocuSign Comments” means the Service within the DocuSign Signature Service that enables Recipients and Authorized Users to communicate with each other within an Envelope using the Comments Functionality.

“Recipient” means a person designated by an Authorized User to use DocuSign Signature with DocuSign Comments with respect to eContracts and Comments, subject to accepting the Electronic Record and Signature Disclosure.

“Envelope” means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System

“DocuSign Signature Service” means the on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

“eContract” refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Signature Service by Participant for processing.

2. ADDITIONAL CUSTOMER RESPONSIBILITIES FOR USE OF DOCUSIGN COMMENTS

2.1 DocuSign’s provision of DocuSign Comments for use with DocuSign Signature is conditioned on Participant’s acknowledgement of, and agreement to, the following:

(a) Participant is solely responsible for registering and maintaining a DocuSign account with Comments Functionality in order to facilitate the communication functionality via DocuSign Comments;

(b) As between DocuSign and Participant, Participant is solely responsible for complying with all laws applicable to the content, communications, and use of DocuSign Comments and Comments Functionality by its Authorized Users and Recipients (but only to the extent that such Authorized Users are employees of Participant acting within the scope of their employment), and Participant represents ~~and warrants~~ it will use and permit use of DocuSign Comments solely for lawful purposes and only in accordance with the terms of the Agreement;

(c) Comments content is encrypted and stored with eContracts inside an Envelope; therefore, DocuSign is not able to view such content or provide unencrypted copies of such content exchanged by users via DocuSign Comments to Participant or any third parties;

(d) All other terms and condition of the Agreement and the Attachments for DocuSign Signature apply to Participant’s use of DocuSign Comments as part of DocuSign Services.

3. RESTRICTIONS AND ADDITIONAL WARRANTY DISCLAIMERS

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3.1 DocuSign Comments is intended solely to facilitate the lawful exchange of Comments between Authorized Users and Signers in relation to eDocuments in Envelopes using DocuSign Signature. No other use or application is authorized or licensed. To the maximum extent permitted under Governing Law and except as otherwise set forth in this Internet2 NET+ Service Schedule or the Internet2 Service Provider Business Agreement, Customer shall not, directly or through others: (a) permit unauthorized use of DocuSign Comments or otherwise breach obligations to DocuSign hereunder; (b) violate or infringe the rights of a third party through use of or in relation to DocuSign Comments; or (c) breach any terms of an agreement between Customer and an Authorized User or Signer or breached any other legal duty owed through any act or omission involving DocuSign Comments.

3.2 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 WITHOUT LIMITATION MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE; AND (C) DOES NOT WARRANT THAT DOCUSIGN COMMENTS IS OR WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS. BECAUSE AUTHORIZED USERS, RECIPIENTS, OR OTHER PARTIES WHO RECEIVE, COPY, PROCESS, OR STORE COMMENTS MAY HAVE ACCESS TO UNENCRYPTED CONTENTS, DOCUSIGN IS NOT RESPONSIBLE FOR UNAUTHORIZED DISCLOSURE OR USE OF COMMENTS BY ANY THIRD PARTIES. CUSTOMER REPRESENTS ~~AND WARRANTS~~ THAT IT WILL NOT MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

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B. Payments Attachment for DocuSign Signature Service (defined below)

1. DEFINITIONS. Except as otherwise defined in this Attachment, capitalized terms will have the meaning given to them in the Participation Agreement.

"DocuSign Payments" means the feature of the DocuSign Signature Service designed to collect payment information for the purpose of payment processing.

"Payment Application(s)" refers broadly to all payment applications, gateways, processors, and service providers that store, process, or transmit Cardholder Data (see Section 4.1) as part of authorization or settlement, where these payment applications are sold, distributed, or licensed to Participant.

"Signer" means the person who uses DocuSign Payments to complete a payment processing that results in the debiting or charging of an amount to such person's payment instrument and the crediting of funds to Participant.

"DocuSign Signature Service" means the on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Signature Service by Participant for processing

2. DOCUSIGN PAYMENTS

2.1 During the Term, and subject to compliance with the terms and conditions of the Agreement, Participant's Authorized Users with a DocuSign Payments-enabled Account for DocuSign Signature will have the right to access and use DocuSign Payments within such Account.

2.2 To facilitate payments, Participant will be required to provide DocuSign with certain Participant Data, including, specifically, information that allows DocuSign to: (a) transmit Participant's identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Participant or Payment Application requires of DocuSign in order to facilitate payment processing. Participant authorizes DocuSign to store, process, and transmit Participant Data as necessary for a Payment Application to facilitate payment processing between Participant and a third party designated by Participant. Unless otherwise provided in the applicable Agreement for DocuSign Signature, DocuSign Payments will temporarily store information received from Participant, such as account information for a Payment Application, only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through DocuSign Payments is processing activities between Participant and a third party and/or Participant and a Payment Application, and not with DocuSign or any of its Affiliates. Payment Applications are independent contractors and not agents, employees, or subcontractors of DocuSign. DocuSign does not control the payment methods made available by the Payment Applications through DocuSign Signature nor the products or services that are sold or purchased by Participant. Participant acknowledges and agrees that DocuSign cannot ensure that a Signer or third party will complete a payment processing or that it is authorized to do so.

3. ADDITIONAL CUSTOMER RESPONSIBILITIES

3.1 DocuSign's provision of the DocuSign Payments is conditioned on Participant's acknowledgement of and agreement to the following:

- (a) Participant is solely responsible for registering and maintaining an account with Payment Applications in order to facilitate the payment processing via DocuSign Payments;
- (b) Participant is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by Participant via DocuSign Payments; (ii) standards set forth by the Payment Card Brands (see Section 4.1); and (iii) all terms of use or other terms and conditions between Participant and Payment Applications;
- (c) Participant is solely responsible for the acts and omissions of its Authorized Users (but only to the extent that such Authorized Users are employees of Customer acting within the scope of their employment) in relation to their use of DocuSign Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Participant has exclusive control over and responsibility for the content, quality, and format of any payment processing it submits to be processed via DocuSign Payments. Nothing in this Attachment may be construed to make DocuSign a party to any payment processed by DocuSign Payments, and DocuSign makes no representation or warranty regarding the payment processing sought to be effected by Participant's use of DocuSign Payments; and
- (e) Participant is solely responsible for any and all disputes with any Payment Applications or Recipients related to or in connection with a payment processing sought to be facilitated via DocuSign Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

4. PCI DSS.

4.1 To the extent applicable, DocuSign represents that it is presently in compliance and will remain in compliance with the current Payment Card Industry Data Security Standard ("PCI DSS") developed and published jointly by American Express, Discover, MasterCard, and Visa ("Payment Card Brands") for protecting individual credit and debit card account numbers or related data ("Cardholder Data").

4.2 DocuSign acknowledges that Cardholder Data is owned exclusively by Participant, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of Participant, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Attachment.

4.3 Participant acknowledges that it is responsible for compliance with the PCI DSS developed and published jointly by the Payment Card Brands for protecting Cardholder Data as it relates to their payment processes and use of Cardholder Data.

5. PAYMENT WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY

5.1 DocuSign Payments Warranty. The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Participant's sole and exclusive warranties with respect to DocuSign Payments are set forth in the following sentence. DocuSign warrants that DocuSign Payments: (a) as delivered to Participant and used in accordance with the Agreement and its applicable Documentation will perform substantially in accordance with the Documentation associated with DocuSign Payments; and (b) DocuSign Payments will not introduce files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, into Participant's system.

5.2 Disclaimer. Except for the express warranties for DocuSign Payments set forth above, DocuSign: (a) makes no additional representation or warranty of any kind – whether express, implied in fact or by operation of law, or statutory – with respect to DocuSign Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability,

fitness for a particular purpose, and title; and (c) does not warrant that DocuSign Payments will be error-free or meet Participant's requirements. Participant has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

5.3 Limitation of Liability. DocuSign shall not be responsible or liable for any claims, demands, and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Participant and a Signer, and/or Participant and a Payment Application regarding the payment processing ("**Payment Processing Disputes**"), and Participant hereby agrees that it will not bring or assert any action, claim, or cause of action in any jurisdiction or forum against DocuSign arising from or relating to a Payment Processing Dispute. **** Participant agrees to this section to the maximum extent permitted under Governing Law.**

6. RESTRICTIONS

To the maximum extent permitted under Governing Law and except as otherwise set forth in this Internet2 NET+ Service Schedule or the Internet2 Service Provider Business Agreement, Customer shall not, directly or through others: (a) permit improper use of DocuSign Payments by Customer or its Authorized Users, or Signers; (b) breach any of its obligations hereunder; (c) provide false or misleading Cardholder Data or any related data thereto of Customer, its Authorized Users, or Signers through use of DocuSign Payments; (d) violate any law or the rights of a third party through its use of DocuSign Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access DocuSign Payments on Customer's behalf; or (e) breach the terms of an agreement between Customer and a Signer, or Customer and a Payment Application.

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EXHIBIT 2 to INTERNET2 NET+ SERVICE SCHEDULE

SERVICE PROVIDER: DocuSign, Inc.

SERVICE: DocuSign for Higher Education

Fees and Pricing for Services

1. Rates and Invoicing for Services

- (a) The various Services available to Participants and the Fees to be paid by Internet2 to Service Provider in connection with the provision of Services to Participants are set forth in Section 2 of this Exhibit E, as the same may be modified during the Term by Service Provider providing Internet2 at least ninety (90) days prior written notice thereof in accordance with the remainder of this Section 1(a). Notwithstanding the foregoing, (i) Service Provider may not increase the rates set forth in Section 2 of this Exhibit E for any Service prior to the first anniversary of the Effective Date, and thereafter Service Provider may only increase the rates for any Service once per year (e.g., the second rate increase may not occur any earlier than the second anniversary of the Effective Date); (ii) any rate increase for any Service (which, as stated above, shall be no more often than once per year) shall not exceed five percent (5%); and (iii) there shall be no rate increases for the Services in connection with any Participant during its "Initial Services Term", as such term is defined in a Participation Agreement (and thereafter any such rate increase in connection with the Services provided to a Participant shall be at most five percent (5%) per Contract Year thereafter).
- (b) Notwithstanding anything in this Agreement to the contrary, as to each Service, (i) Service Provider represents and warrants to Internet2 and each Participant that the Fees set forth on this Exhibit E are at least ten percent (10%) below Service Provider's then-current list price for such Service; and (ii) in the event Service Provider advertises or otherwise causes a general decrease in its list price for any such Service (the "*Decrease*"), the Fees shall automatically be decreased for such Service so that they are still at least ten percent (10%) below Service Provider's then-current list price for such Service. Service Provider shall make each such reduction in Fees effective for Participants that executed a Participation Agreement or NET+ Service Schedule prior to the applicable Decrease upon the start of such Participant's Renewal Services Term, if any, and shall apply such reduction in Fees immediately to the first or next (as applicable) invoice for any Participant that executed or executes a Participation Agreement or NET+ Service Schedule after the applicable Decrease.
- (c) A Participant may elect to pay the Fees and taxes, if any for the Services provided to a Participant either (x) in annual installments ("*Annual Payments*"); or (y) with one payment that covers all the years of the Participant Term ("*Full Upfront Payment*"). With respect to each Participant that has elected to make a Full Upfront Payment and has an Initial Services Term of three years, Service Provider shall discount the Fees on the invoice for the Full Upfront Payment by 2.5% from the fees that Service Provider would otherwise charge to Internet2 in connection with such Participant.
- (d) In connection with each Participant, whether such Participant has elected to make Annual Payments or a Full Upfront Payment, Service Provider will generate and deliver to Internet2 an invoice expressly indicating the amount that is then due from that Participant in respect of the Services (which, for the avoidance of doubt, include the Optional Services) in accordance with the timing described in the remainder of this Section 1(d). In connection with each Participant that has elected to make Annual Payments, the first invoice shall be delivered by Service Provider to Internet2 promptly after the start of such Participant's Participant Term and Service Provider shall deliver each subsequent invoice to Internet2 on or about the anniversary of such date. With respect to each Participant that elects to make a Full Upfront Payment, other than with respect to an invoice in connection with ordering Optional Services or transitioning between subscription types as described in more detail below, if applicable, Service Provider shall generate and deliver to Internet2 only one invoice expressly indicating the Total Amount that is due from that Participant for the Services for the Participant Term, promptly after the start of such Participant's Participant Term. Each such invoice from Service Provider shall contain a line item specifying the types of taxes and the amounts thereof, if any, due from that Participant.
- (e)

- i) With respect to each Participant, Internet2 shall pay to Service Provider the annual Total Amount due for the Services provided to the Participant by the later of (x) forty-five (45) days from the date of Internet2's receipt of Service Provider's invoice, or (y) fifteen (15) days after Internet2's receipt from the Participant of the applicable Total Amount then due. Therefore, for the avoidance of doubt, no such sums in respect of the Participant shall be due from Internet2 to Service Provider unless such Participant has paid Internet2 the corresponding monies due Internet2 under the applicable Participation Agreement (and, for the avoidance of doubt, Internet2 is not obligated to pay Service Provider such amounts regardless of whether the Participant's withholding of payment was permitted under the applicable Participation Agreement, e.g., the amount withheld is in dispute, or constitutes a breach by the Participant of the Participation Agreement).
- ii) Notwithstanding the foregoing, if a Participant who is a Member of Internet2 (an "Participant Internet2 Member") fails to pay the undisputed Annual Fee for the initial Contract Year owed to Internet2 under the applicable Participation Agreement by ninety (90) days after the commencement of the applicable Participant Term, Internet2 shall at the end of such ninety (90) day period pay to Service Provider in connection with such Participant Internet2 Member the following: 90/365 of the Annual Fee for the Services to such Participant for the initial Contract Year. Accordingly, by way of example, if a Participant Internet2 Member who falls within Tier 3 of the first table in Section 2 (i.e., is receiving Enterprise Subscription Pricing) agrees to a two year Participant Term commencing January 1, 2016, and fails to pay the Annual Fee owed for the initial Contract Year by March 30, 2016 (or the Annual Fees owed for both Contract Years if the Participant Internet2 Member had agreed to pay both years in advance), Internet2 shall notify Service Provider that Internet2 has not received payment from the Participant Internet2 Member for the Annual Fee for the initial Contract Year (a "Section 1(e) Notice") and pay to Service Provider an amount equal to \$10,306.50 (i.e., 90/365 of \$41,800, that is, 90/365 of the Annual Fee for the initial Contract Year), which shall be the only amount owed by Internet2 to Service Provider in connection with such Participant (i.e., Internet2 will not owe the remaining amount due for the Annual Fee for the initial Contract Year, and if there was supposed to be a payment from Participant for any additional Contract Years, Internet2 would not owe those amounts either).
- ii) Service Provider will not issue any further invoices to Internet2 for, and no additional payments shall be due from Internet2 to Service Provider with respect to, any Participant Internet2 Member once Internet2 provides Service Provider with a Section 1(e) Notice in connection with such Participant Internet2 Member, unless Service Provider and Internet2 otherwise separately agree in writing at such time, which writing references this Section 1(e)(iii).
- iii) Notwithstanding the foregoing, nothing in this Section 1(e) shall be meant to waive Internet2's or Service Provider's rights to seek redress from a Participant Internet2 Member for any amounts owed to such Party, but neither Party shall be entitled to retain a windfall, as with respect to the other Party in connection therewith (accordingly, for example, if Service Provider receives all amounts owed for the Annual Fees for the initial Contract Year directly from the Participant Internet2 Member, Service Provider shall promptly refund to Internet2 the pro-rata payment Internet2 made to Service Provider, and if Internet2 subsequently receives all amounts owed for the Annual Fees for the initial Contract Year directly from the Participant Internet2 Member, Internet2 shall promptly pay the remaining undisputed amounts of the Annual Fees for the initial Contract Year owed to Service Provider in connection with such Participant Internet2 Member.
- iv) Notwithstanding anything in this Agreement to the contrary, other than the Fees, no other charges, fees, or other amounts of any kind shall be due to Service Provider from Internet2, and Service Provider shall have no right to charge Participants or any other Persons any charges, fees, or other amounts for or related to the Services. In addition, if requested by a Participant, for the initial Contract Year for such Participant, Service Provider shall provide an invoice to Internet2 in connection with the Services to such Participant representing the pro rata amount due through June 30 for that portion of the initial Contract Year, and thereafter invoices in connection with such Participant shall be for annual periods from July 1 through June 30, as applicable, except that there shall be an invoice representing the pro rata amount due for the last partial year of the Participant Term commencing on July 1 of the final year of that Participant Term.

(f) By providing written notice to Internet2, a Participant (i) may transition from a Flex Plan Subscription to an Enterprise Subscription at any time during its Participant Term; and (ii) order Optional Services. Within ten (10) days of Internet2's receipt of notice from a Participant pursuant to clauses (i) or (ii) above, Internet2 shall forward such request to Service Provider. Within

ten (10) days of Service Provider's receipt of a Participant's request from Internet2, (x) Service Provider shall transition such Participant to its requested subscription type, or provide it with the Optional Services it ordered, as the case may be and (y) invoice Internet2 in connection with such Participant based on the pricing set forth in Section 2 below for the prorated difference in the Fees to reflect that the applicable Participant (i) has upgraded from the Flex Plan Subscription to the Enterprise Subscription; or (ii) has ordered Optional Services, as the case may be.

(g) Notwithstanding the foregoing, Service Provider shall have the right to offer any Participant a discount on or waiver of any of the fees set forth in Section 2 below. In such case, Service Provider shall provide notice of such discount or fee waiver to Internet2. Such notice shall include the name of the Participant or Participants that will receive the discount or waiver, the Services or Fees that will be provided at a discounted or waived rate, and the amount of the discount or waiver. Notwithstanding Section 9.26 of the Agreement, such notice may be provided by email.

2. Service Provider Pricing for Participants

(a) Tier Determination

"Total Staff" means all staff and faculty, including full and part time, instructional and non-instructional.

"Total Students" means total FTE enrollment.

"Total Population" means Total Staff + Total students. Total Population will be determined using the most recent final release iPeds data available at the time of licensing (provisional release data may be used if it impacts the pricing tier).

Tier determination will be made based on the Total Population for all entities being licensed.

Tier re-evaluation will be done upon renewal. For example, if a university signs a 3 year term, the tier will not be re-evaluated until year 4.

(b) Enterprise Subscription Pricing:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7*
Total Population	0 - 3,499	3,500 - 9,999	10,000 - 16,999	17,000 - 23,499	23,500 - 29,999	30,000 - 46,999	47,000 - 100,000*
Annual Fee (Includes Support)	\$50,000	\$75,000	\$110,000	\$140,000	\$170,000	\$200,000	\$240,000
Envelope Limit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Envelope Benchmark (for measurement purposes)	25,000	40,000	60,000	90,000	125,000	175,000	250,000

*If aggregate population of an institution/system is greater than 100,000, DocuSign reserves the right to negotiate different pricing with such entity.

(c) Affiliates

If a group is included in the iPeds numbers, it will be included in the Participation Agreement as part of the Total Population.

If a Participant wishes to include entities in the Participation Agreement that are not included in the iPeds numbers, Service Provider will work with each Participant on a case-by-case basis to reach agreement on which entities would fall under the Participation Agreement and which entities would not.

Businesses that are an adjunct to Higher Education Services may not use the Services. For illustrative purposes only, medical clinics and hospital employees and staff associated with a medical school ("Clinical Staff") may not use the Services and will be excluded from the Total Population. Services for Clinical Staff are available only under a separate agreement with DocuSign. By way of example only, a physician who is Clinical Staff at a hospital associated with a medical school and is also a professor at the associated medical school, may use the Services in her/his capacity as a professor at the medical school, but not as Clinical Staff. Similarly, a student who is Clinical Staff and also a medical school student may use the Services in her/his capacity as a student at the medical school, but not as Clinical Staff.

(d) New Subscribers: Initial Ramp Up Options

1 year Term

Year 1: 40% off full cost or current annual cost, whichever is higher.
Ensuing renewal will be at full then current cost.

2 year Term

Year 1: 40% off full cost or current annual cost, whichever is higher.
Year 2: 40% off full cost or current annual cost, whichever is higher.
Ensuing renewal will be at full then current cost.

(e) Existing Subscribers on the renewal of their term, after April 30th:

1 year Renewal Term

Year 1: 25% off full cost or current annual cost, whichever is higher.
Ensuing renewal will be at full then-current cost.

2 Year Renewal Term

Year 1: 25% off full cost or current annual cost, whichever is higher.
Year 2: 15% off full cost or current annual cost, whichever is higher.
Ensuing renewal will be at full then-current cost.

3 Year Renewal Term*

Year 1: 50% off full cost or current annual cost, whichever is higher.
Year 2: 15% off full cost or current annual cost, whichever is higher.
Year 3: 15% off full cost or current annual cost, whichever is higher.
Ensuing renewal will be at full then-current cost.

* With respect to each Participant that has elected to make a Full Upfront Payment and has a Renewal Term of three years, Service Provider shall discount the Fees on the invoice for the Full Upfront Payment by 2.5% from the fees that Service Provider would otherwise charge to Internet2 in connection with such Participant.

(f) Flex Plan Subscription Options

A flexible pricing plan ("Flex Plan") is available to Participants who have smaller deployments. Flex Plan pricing includes 40% or more off the prices listed in Service Provider's then-current price list, depending on volume. Service Provider will lead quoting for Flex Plan deployments for each Participant individually. Quotes will include a base 40%

discount off Service Provider's then-current list price for appropriate products as well as additional earned volume discounts on a case-by-case basis.

For the DocuSign Signature product Flex Plan, Customer may purchase an envelope subscription (12, 24, or 36 month term) in any increment of 500 Envelopes, with a minimum purchase of 2,500 Envelopes (25 Seats) per year. During the subscription term, the Customer may either (a) add additional Envelopes in increments of 500 Envelopes (5 Seats) or (b) renew their agreement early upon consumption of their full Envelope allowance..

(g) Discount for Other DocuSign Software

Product add-ons and other DocuSign software that is not described in the Participation Agreement will be discounted at 40% or more off Service Provider's then-current price list, depending on volume.

(h) Integrations

For unlimited integration with Salesforce, add an additional 10% to the enterprise pricing listed herein.

Limited integration with Salesforce is available at 5% off Service Provider's then-current Salesforce price.

DocuSign does not charge for integrations with services provided by Box or Hyland. However, DocuSign cannot control whether or not a third party or partner charges a fee for access to a connector on their end, especially if such third party or partner built and maintains the connector (for example, Hyland typically charges a one-time fee to access the connector on their end). With an exception for Salesforce, DocuSign does not charge a fee on its end for access to connectors. Note that most scenarios will require a subscription for both products (i.e., Participant would need DocuSign licenses and Intelledox licenses in order to use the DocuSign/Intelledox connector).

(i) Startup and Implementation Costs

i) Required Professional Services

All new full deployment and Flex Plan customers are required to purchase a mandatory professional services support pack as listed below.

Service Provider will scope and recommend whether the 20 hour, Fast State Web Console or Fast Start API SKU APT professional services support pack is necessary based upon the complexity of the deployment at the time of purchase, and Service Provider will subsequently provide a Statement of Work (SOW) to Participant.

Package	Description	Total Cost
20 Hour Statement of Work	Basic Deployment (DocuSign Standalone Use)	\$4,000.00
Fast Start Web Console APT – 0068	Hands-on, accelerated deployment of a single use case for customers using the Web Counsel	\$10,000.00
Fast Start API SKU APT – 0066	Hands-on, accelerated deployment of a single API integration use case	\$20,000.00