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 September 1, 2015.

A. Participant Order Information

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B. Notices to Participant

C. Notices to Service Provider

DocuSign, Inc.

1301 Second Avenue, Suite 2000
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.”

c) 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(c)(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 (v130315)

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 seeks, 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 I 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/salesforcehttps://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-licenseParticipant 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 “E-SIGN Act”) to support the validity of such formation, to the extent provided in the E-SIGN 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 E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN 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

By: ____________________________

Name: **DEAN K. ENDLER**

**UNIVERSITY CONTRACTS OFFICER**

Title: ____________________________

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

By: ____________________________

Name: James A. Pfisterer

Title: **CFO**
EXHIBIT 1

to INTERNET2 NET+ SERVICE SCHEDULE

SERVICE PROVIDER: DocuSign, Inc.

SERVICE: DocuSign for Higher Education

Description of the Services

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, 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). For each Contract Year, the minimum Tier that Internet2 will order in connection with a Participant will be based on such Participant’s total number of staff and faculty as declared by the Participant to Service Provider and Internet2 (“Actual Campus Size”). Such declaration must be based on a reputable and published source reasonably selected by the Participant and approved by Service Provider and Internet2 such as IPEDs (which approval shall not be unreasonably withheld, conditioned or delayed, and unless Service Provider or Internet2 objects to such a declaration within five (5) business days of notice from Participant, such declaration will be deemed approved by Service Provider and Internet2). 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. For the avoidance of doubt, students are not included in the definition of Actual Campus Size.

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 Limited Deployment 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:
2.4 In contrast to the Enterprise Subscription, Participants that order the Limited Deployment Subscription are limited in the number of Authorized Users they may have and the number of Envelopes they may send. Regardless of what Tier of the Limited Deployment Subscription a Participant belongs to, 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 For an additional fee which is set forth on Exhibit E, a maximum of one time during its Participant Term, a Participant that has subscribed to a Tier of the Limited Deployment Subscription may order twice the number of Authorized Users and Envelopes that it previously ordered, even if such Participant does not qualify to order a higher Tier of the Limited Deployment Subscription based on its Actual Campus Size.

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/QuickStart%20-%20Allowing%20Recipients%20to%20Sign%20On%20Paper%20pdf.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/odse-user-guide/sendings/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:

<table>
<thead>
<tr>
<th>Authorized User (Sender) Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Systems: Windows® XP, Windows Vista®, Windows 7; Mac OS® X</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Mobile Application: Apple iOS® 4.0 and above.</td>
</tr>
<tr>
<td>Mobile Sending: Apple iOS 4.0 or above, Android™ 2.2 or above.</td>
</tr>
<tr>
<td>Screen Resolution: 1024 x 768 minimum</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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

Recipient (Signer) Requirements
<table>
<thead>
<tr>
<th>Operating Systems</th>
<th>Windows XP, Windows Vista, Windows 7; Mac OS X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers</td>
<td>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.</td>
</tr>
<tr>
<td>Mobile Signing</td>
<td>Apple iOS 4.0 or above. Android 2.2 or above.</td>
</tr>
<tr>
<td>PDF Reader</td>
<td>Acrobat® or similar software may be required to view and print PDF files.</td>
</tr>
<tr>
<td>Screen Resolution</td>
<td>1024 x 768 minimum</td>
</tr>
<tr>
<td>Enabled Security Settings</td>
<td>Allow per session cookies</td>
</tr>
</tbody>
</table>

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;
3. **RESTRICTIONS AND ADDITIONAL WARRANTY DISCLAIMERS**

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.

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. **DOCUSSIGN 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. To the maximum extent permitted under Governing Law, 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.

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.
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 such 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 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).

iii) 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).

iv) 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.

v) 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.

(i) By providing written notice to Internet2, a Participant (i) may transition from a Limited Deployment Subscription to an Enterprise Subscription at any time during its Participant Term; (ii) that has subscribed to the Limited Deployment Subscription at the Tier determined by its Actual Campus Size may order twice the number of Authorized Users and Envelopes that it previously ordered; provided such Participant may only do this once during its Participant Term; and (iii) order Optional Services. Within ten (10) days of Internet2’s receipt of notice from a Participant pursuant to clauses (i) through (iii) 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, provide it with double the number of Authorized Users and Envelopes that it previously ordered 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 Limited Deployment Subscription to the Enterprise Subscription; (ii) has ordered twice the number of Authorized Users and Envelopes it previously ordered through its Limited Deployment Subscription or (iii) has ordered Optional Services, as the case may be.

With respect to each Participant that has ordered the Enterprise Subscription or Limited Deployment Subscription, Service Provider shall have no right to charge Internet2 or any other Person in connection with such Participant for additional One-Time Start-Up Fees regardless if such Participant (i) has changed Tiers within a subscription type, (ii) has upgraded from the Limited Deployment Subscription to the Enterprise Subscription; (iii) has ordered twice the number of Authorized Users and Envelopes it previously ordered through its Limited Deployment Subscription or (iv) has ordered Optional Services. For the avoidance of doubt, for each Participant the only One-Time Start Up Fee that Service Provider is permitted to invoice Internet2 for in connection with such Participant is the One-Time Start Up Fee set forth in the applicable tables below that corresponds to the subscription type (and applicable Tier of such subscription type) ordered by such Participant at the start of its Participant Term.

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 of waiver. Notwithstanding Section 9.26 of the Agreement, such notice may be provided by email.

2. Service Provider Pricing for Participants
# DocuSign for Higher Education Services:

## Enterprise Subscription Pricing

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
<th>Tier 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Campus Size (i.e., Faculty and Staff only)</td>
<td>1-250</td>
<td>251-1000</td>
<td>1001-2500</td>
<td>2501-5000</td>
<td>5001-10000</td>
</tr>
<tr>
<td>Annual Fee for the Services for Internet2 Members</td>
<td>$12,100</td>
<td>$24,200</td>
<td>$41,800</td>
<td>$60,500</td>
<td>$71,500</td>
</tr>
<tr>
<td>One-Time Startup Fee for Internet2 Members (includes one-time Fast Start Web Console SKU – 30 hour professional services support pack)</td>
<td>$2,500</td>
<td>$3,500</td>
<td>$5,000</td>
<td>$7,500</td>
<td>$10,000</td>
</tr>
<tr>
<td>Support (10%)</td>
<td>$1,210</td>
<td>$2,420</td>
<td>$4,180</td>
<td>$6,050</td>
<td>$7,150</td>
</tr>
<tr>
<td>Expected Usage (Number of Envelopes Sent by Authorized Users)</td>
<td>2,700</td>
<td>5,500</td>
<td>10,500</td>
<td>16,000</td>
<td>19,000</td>
</tr>
</tbody>
</table>

## Limited Deployment Subscription Pricing

<table>
<thead>
<tr>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
<th>Tier 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual Campus Size (i.e., Faculty and Staff only)</td>
<td>1-250</td>
<td>251-1000</td>
<td>1001-2500</td>
<td>2501-5000</td>
<td>5001-10000</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>Authorized Users</td>
<td>10</td>
<td>20</td>
<td>30</td>
<td>40</td>
<td>50</td>
</tr>
<tr>
<td>Envelopes</td>
<td>1500</td>
<td>3000</td>
<td>4500</td>
<td>6000</td>
<td>7500</td>
</tr>
<tr>
<td>Annual Fee for the Services for Internet2 Members</td>
<td>$2,260</td>
<td>$4,500</td>
<td>$6,770</td>
<td>$9,030</td>
<td>$11,300</td>
</tr>
<tr>
<td>Annual Fee for Doubling the Number of Authorized Users and Envelopes: Internet2 Members</td>
<td>$2,260</td>
<td>$4,500</td>
<td>$6,770</td>
<td>$9,030</td>
<td>$11,300</td>
</tr>
<tr>
<td>One-Time Startup Fee for Internet2 Members (includes one-time Fast Start Web Console SKU – 30 hour professional services support pack)</td>
<td>$1,650</td>
<td>$3,300</td>
<td>$5,700</td>
<td>$8,250</td>
<td>$9,750</td>
</tr>
</tbody>
</table>

*Doubling Authorized Users and Envelopes:*

If a Participant orders twice the number of Authorized Users and Envelopes it previously ordered through its Limited Deployment Subscription pursuant to Section 1(f) above, Service Provider shall have the right to invoice Internet2 in connection with such Participant for a second annual fee that corresponds to such Participant's Tier of Services as reflected in the Limited Deployment Subscription Pricing table above. Service Provider shall not have a right to charge Internet2 or such Participant for additional One-Time Fees in connection with ordering twice the number of Authorized Users and Envelopes.
## Optional Services:

<table>
<thead>
<tr>
<th>Service Provider Optional Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fast Start Web Console SKU – 20 hour professional services support pack</td>
<td>$3,000</td>
</tr>
<tr>
<td>Discount for Signer Authentication Options</td>
<td>40.0% discount off Service Provider's then-current rates</td>
</tr>
<tr>
<td>Discount for Other DocuSign Software</td>
<td>40.0% discount off Service Provider's then-current rates</td>
</tr>
<tr>
<td>Discount for Comments Option</td>
<td>20.0% discount off Service Provider’s then-current rates</td>
</tr>
<tr>
<td>Discount for Payment Option</td>
<td>20.0% discount off Service Provider’s then-current rates</td>
</tr>
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<td>Discount for Retrieve Option</td>
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</tbody>
</table>

## Resold Optional Services

| Discount for DocuSign for Salesforce                                   | 5% discount off Service Provider’s then-current rates |

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