



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Oct 1, 2016
Prepared By: Erik Gillespie
Quote Number: Q-00153549

ORDER FORM

Address Information

Bill To:

Sussex County Federal Credit Union
1941 Bridgeville Highway, PO Box 1800
Seaford, DE, United States 19973

Ship To:

Sussex County Federal Credit Union
1941 Bridgeville Highway, PO Box 1800
Seaford, DE, United States 19973

Billing Contact Name:

Pam Fleurette

Billing Email Address:

pfleurette@sussexcfcu.com

Billing Phone:

(302) 629-1188

Shipping Contact Name:

Pam Fleurette

Shipping Email Address:

pfleurette@sussexcfcu.com

Shipping Phone:

(302) 629-1188

Order Details

Order Start Date: Oct 1, 2016

Order End Date: Sep 30, 2019

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
DocuSign for Credit Unions Plus	Oct 1, 2016	Sep 30, 2019	1	\$24,000.00
Premier Support	Oct 1, 2016	Sep 30, 2019	1	\$1,920.00
Authentication - Knowledge-Based (ID Check) - Usage Subscription	Oct 1, 2016	Sep 30, 2019	1	\$6,750.00

Grand Total: \$32,670.00

Annualized Totals

Year 1 Total: \$10,890.00

Year 2 Total: \$10,890.00

Year 3 Total: \$10,890.00

Product Details

ID Checks: 3,000

Overage/Usage Fees

ID Check (Per Use): \$3.50

Order Special Terms

Terms & Conditions

This Order Form covers the DocuSign Products and Services described herein and is governed by DocuSign's Corporate Subscriber Terms and Conditions available online at:
<http://www.docusign.com/company/terms-and-conditions/corporate/v160323>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No : Yes

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No : No

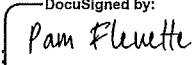
If yes, please complete the following:

PO Number:

PO Amount: \$

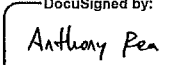
By signing this Agreement, I certify that I am authorized to sign on behalf of the Subscriber and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Subscriber

Signature DocuSigned by:

63AC11ECDAC0473...

Name : Pam Fleurette
Title : CEO
Date : September 14, 2016

DocuSign, Inc.

Signature DocuSigned by:

CAEB0A33FAF74A3...

Name : Anthony Rea
Title : Sr. Manager, Revenue Operations
Date : September 14, 2016

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DOCUSIGN, INC. CORPORATE SUBSCRIBER TERMS AND CONDITIONS v130909

These Terms and Conditions govern each Order Form (collectively, the "Agreement") entered into by DocuSign, Inc. and the Subscriber identified in the Order Form. By signing the Order Form, each party agrees as follows:

1. DEFINITIONS

"Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

"Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register or use the Subscription Service as the same Authorized User.

"DocuSign API" means the application programming interface that supports interoperability of applications with the Subscription Service.

"DocuSign Products" means the products and services identified on an Order Form, such as the Subscription Service, the Repository Services, the Professional Services, and other DocuSign offerings.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.

"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.

"eOriginal Repository Services" means the optional Contract Repository or eVaulting Services, each as defined in the terms and conditions for Repository Services available at <http://www.docusign.com/company/terms-and-conditions/eoriginal/hosted/v130909> (<http://www.docusign.com/company/terms-and-conditions/eoriginal/hosted/v130909>). For clarification, the eOriginal Repository Services are available, if set forth in an applicable Order Form, to supplement and enhance the storage of eContracts provided by DocuSign, which is discussed in Section 6 below.

"Indemnified Parties" means, as the case may be, the party (whether DocuSign or Subscriber) being indemnified under Section 10 from a third party claim, including its employees, directors, agents, and representatives.

"Indemnifying Party(ies)" means the party that is providing indemnification under Section 10.

"Order Form" means the schedule that sets forth the pricing, features and options of the DocuSign Products selected by Subscriber. An Order Form is not binding until it is duly executed by both DocuSign and Subscriber, at which point it becomes incorporated into and part of the Agreement.

"Professional Services" means any integration consulting or assistance, custom development, training, transition and similar ancillary services that are set forth in an Order Form or Work Order as described in Section 15.

"Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://www.docusign.com/company/specifications> (<http://www.docusign.com/company/specifications>).

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

"System" refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

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"Transaction Data" means the metadata (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) associated with an Envelope and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

2. THE SUBSCRIPTION SERVICE

2.1 During the Term and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in accordance with the Specifications. The right to use the Subscription Service is limited to the Authorized Users, and Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party.

2.2 In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement of and agreement to the following:

- (i) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in this Agreement may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (ii) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (iii) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (iv) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (v) DocuSign is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (vi) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) 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 does not and is not responsible to: (A) determine whether any particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and
- (vii) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

2.3 DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as further detailed at <http://www.docusign.com/products/support-plans> (<http://www.docusign.com/products/support-plans>).

3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The Subscription Service is sold on the basis of an annual prepaid subscription, and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a periodic or per-use basis, as set out in the Order Form.

3.2 Under an **Envelope Allowance Subscription**, Subscriber is allowed to send the number of Envelopes specified in the Order Form during the Term. The total number of Envelopes used is the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by any recipients or any recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Subscription, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. All Envelopes used in excess of the Envelope Allowance during the Term will incur a per-Envelope charge that will be invoiced on a monthly basis.

3.3 Under a **Seat Subscription**, Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes. Seats may not be used for automated batch or bulk sending of Envelopes, including through the DocuSign API. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time does not exceed the number of Seats purchased. If Subscriber adds more Authorized Users than the number of Seats purchased in an Order Form, then additional charges of one Seat per additional Authorized User for the remainder of the Term will become immediately due and payable.

4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

4.1 As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Order Form. Accordingly:

(i) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and

(ii) Subscriber will not use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) 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 Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.2 DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (ii) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

5. OWNERSHIP

5.1 DocuSign owns various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature and notary system. Subscriber's rights with respect to the foregoing are limited to the rights to use the DocuSign Products that are granted under this Agreement or the applicable Order Form for the purposes contemplated by this Agreement, and no other. DocuSign does not license or transfer to Subscriber, or any Authorized User or other third party, any of DocuSign's technology or other intellectual property rights. All right, title, and interest in and to DocuSign's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, remain solely with DocuSign at all times. Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or technologies.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services, as long as the

Licensed Marks are used strictly in compliance with DocuSign's trademark license terms and conditions, available at: <http://www.docusign.com/IP> (<http://www.docusign.com/IP>).

5.3 Data and information owned by Subscriber that is processed using the Subscription Service is and will remain, as between Subscriber and DocuSign, owned by Subscriber.

6. eCONTRACT STORAGE AND DELETION

6.1 Subscriber may retrieve copies of its stored eContracts at any time while this Agreement is in effect. DocuSign will store all completed eContracts sent by Subscriber during the Term, by default. However, Subscriber has the option to change its Account settings to direct the deletion of all or certain designated eContracts at an earlier date or periodic interval. If Subscriber fails to retrieve its eContracts prior to the expiration or termination of the Agreement, Subscriber may request, within 90 days after such expiration or termination, that DocuSign provide Professional Services to assist in retrieving completed eContracts still remaining on the System, the details of which Professional Services will be set out in a Work Order. After such 90 day period, the eContracts may be deleted from storage and DocuSign is not obligated to retrieve any further eContracts for Subscriber.

6.2 Prior to the end of the Term, if Subscriber wishes to extend the period of time DocuSign stores Subscriber's eContracts after the end of the Term, it may elect to purchase post-expiration or post-termination storage services for its completed eContracts.

6.3 DocuSign may retain the Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status, and DocuSign will comply with its confidentiality obligations as provided in Section 12.

7. FEES AND PAYMENT TERMS

7.1 Subscriber will be invoiced as set forth in the Order Form. Unless otherwise specified in an applicable Order Form, the first invoice will coincide with the Order Start Date and, unless otherwise agreed by the parties, all amounts will be denominated in U.S. dollars. DocuSign may assess finance charges equal to the lesser of 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law. Subscriber will be responsible for any reasonable attorneys' fees, costs and expenses incurred by DocuSign to collect any amounts that are not paid when due.

7.2 DocuSign may accept any partial payment, regardless of any language that would purport to limit DocuSign's rights to collect further amounts, and without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. If Subscriber fails to timely pay any undisputed amounts due under this Agreement, then without limitation of any of its other rights or remedies, DocuSign may suspend performance of those services until DocuSign receives all past due amounts from Subscriber.

7.3 Other than income taxes imposed on DocuSign, Subscriber will bear all taxes, duties, VAT and all other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or the DocuSign Products. If Subscriber is exempt from any applicable taxes, it will provide evidence reasonably satisfactory to DocuSign of its tax exempt status, and DocuSign will not include such taxes in its invoices to Subscriber.

8. TERM AND TERMINATION

8.1 The term of this Agreement will begin on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date specified on the Order Form (the "Term"). Prior to the Order Start Date, DocuSign may, in its sole discretion, start providing Professional Services and/or access to the Subscription Service to Subscriber, which will be governed by these Terms and Conditions. If either party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement by giving the defaulting party written notice of termination, unless the material breach or default in performance is cured within 30 days after the defaulting party receives notice thereof.

8.2 **Post-Termination Obligations.** If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the date of the termination or expiration; (b) any and all liabilities of Subscriber to DocuSign that have accrued before the effective date of the termination will survive; (c) licenses and use rights granted to Subscriber with respect to DocuSign Products and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Subscriber under this Agreement will immediately terminate; and (e) the parties' rights and obligations under Sections 6.1, 6.3, 8.2, 9.3, and 10 through 14 will survive.

9. WARRANTIES AND DISCLAIMERS

9.1 **DocuSign Warranties.** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent,

copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software will be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications 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 Subscriber in accordance with the Specifications 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, provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.2(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501(b) of the Gramm-Leach-Bliley Act.

9.2 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with its terms; (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

9.3 Disclaimer. Except for the express representations and warranties stated in this Section 9, 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 of merchantability and fitness for a particular purpose and the like; and (c) does not warrant that the DocuSign Products are or will be error-free or meet Subscriber's requirements. Subscriber has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

10. THIRD PARTY CLAIMS

10.1 By DocuSign. DocuSign will indemnify Subscriber, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened third party claim or legal or administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) any breach by DocuSign of its confidentiality obligations in Section 12; and (b) any alleged infringement by DocuSign of any third party intellectual property rights.

10.2 By Subscriber. Subscriber will indemnify DocuSign, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) any breach by Subscriber of its confidentiality obligations in Section 12; (b) the content submitted by any Authorized User or otherwise processed through Subscriber's Account, including the Envelope content or any custom branding applied by Subscriber.

10.3 Procedures. The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party has full and complete control over the defense and settlement of the Claim; (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties), as the Indemnifying Party may reasonably request; and (d) the Indemnified Parties compliance with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section 10 is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

10.4 Infringement Remedy. If Subscriber is enjoined or otherwise prohibited from using any of the Subscription Service or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 10.1 above, then DocuSign will, at its sole expense and option, either: (a) obtain for Subscriber the right to use the allegedly infringing portions of the Subscription Service; (b) modify the allegedly infringing portions of the Subscription Service so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Subscription Service with non-infringing items of substantially similar functionality. If DocuSign determines that the foregoing remedies are not commercially reasonable, then DocuSign will promptly provide a prorated refund to Subscriber for any prepaid fees received by DocuSign under this Agreement that correspond to the unused portion of the Term. Without limiting DocuSign's obligation to indemnify Subscriber as set forth above, the remedy set out in this Section 10.4 is Subscriber's sole and exclusive remedy for any actual or alleged infringement by DocuSign of any third party intellectual property rights.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer of Consequential Damages; Cap on Damages. Excluding each party's third party indemnification and confidentiality obligations under Sections 10 and 12:

(i) neither party will be liable to the other party for consequential, incidental, special, or exemplary damages arising out of or related to the transactions contemplated under this Agreement, including, but not limited to, lost profits or loss of business, even if apprised of the likelihood of such losses; and

(ii) neither party's total aggregate liability of any kind arising out of or relating to this Agreement, regardless of the forum and basis of action or claim (contract, tort, or otherwise), will exceed the total amount payable by Subscriber to DocuSign under the Order Form and/or Work Order to which the liability relates.

11.2 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by DocuSign to Subscriber and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

12. CONFIDENTIALITY

12.1 "Confidential Information" means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (such as DocuSign's software or Subscriber's eContracts), that is disclosed to the other party (the "Recipient") and that is marked "confidential," or, whether or not marked, that a reasonable person would understand to be confidential given the circumstances of the disclosure. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

12.2 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors and consultants who are under confidentiality obligations at least as restrictive as contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

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

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

12.5 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 12 may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the disclosing party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing party to the disclosure, the Recipient, in the case of a breach of this Section 12, has the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 12.

12.6 Existing Obligations. The obligations in this Section 12 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and under any nondisclosure or other agreement between the parties.

13. INFORMATION SECURITY

DocuSign is ISO 27001 and TRUSTe certified, SSAE 16 examined and tested, PCI DSS 2.0 compliant as both a service provider and a merchant, and a member of the U.S. Dept. of Commerce Safe Harbor (collectively, "Information Security Safeguards"), and during the Term of this Agreement, DocuSign agrees to annually provide evidence of such Information Security Safeguards upon Subscriber's written request.

14. GENERAL

14.1 Relationship. At all times, the parties are independent actors, and are not the agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary.

14.2 Assignability. Subscriber may not assign its rights or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement to a purchaser of its business entity or substantially all of its assets without the other party's consent, as long as the purchaser is not insolvent or otherwise unable to pay its debts as they become due. Other than the foregoing, any attempt by Subscriber to transfer its rights or obligations under this Agreement will be void.

14.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) the Subscription Service; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com (<mailto:legal@docusign.com>). Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

14.4 Force Majeure. Except for any payment obligations, neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

14.5 Mandatory Arbitration. Except for claims: (a) for breach of the confidentiality provisions; (b) arising out of the indemnity obligations; and (c) for injunctive relief, any dispute, claim or controversy arising out of or related to this Agreement or the performance, enforcement, breach, termination, validity or interpretation thereof, including the determination of the scope or applicability of this agreement to arbitrate, that cannot be resolved through good faith discussions between the parties within a reasonable period of time (not to exceed 30 days), will be settled by binding arbitration conducted before one arbitrator. The arbitration shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"). Either party may submit the matter to arbitration. Such disputes will be resolved by the arbitrator as determined under the JAMS Rules. Unless otherwise agreed to by the parties, the arbitration will be held in the home jurisdiction of the party against whom arbitration is initiated. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14.6 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14.7 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.8 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

14.9 Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

ADDITIONAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The following additional terms and conditions apply to Professional Services, if any, that are made the subject of an Order Form.

15. SERVICES, WORK ORDERS, AND CHANGE ORDERS

15.1 Services. If and as set out in a Work Order, and subject to the terms and conditions of this Agreement, DocuSign will perform certain Professional Services for Subscriber.

15.2 Work Orders. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Professional Services). To the extent that an Order Form includes a standard training or consulting package, such Order Form will constitute a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Work Orders and Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

15.3 Change Orders. Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Professional Services or deliverables set forth in that Work Order ("Change Order"). Within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Professional Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

16. PERFORMANCE OF PROFESSIONAL SERVICES

16.1 Fees; Project Management. Subscriber will pay DocuSign for Professional Services at rates and under payment terms described in the applicable Work Order ("Professional Fees"). For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will communicate as necessary to manage the Professional Services to be performed under a Work Order.

16.2 Performance Standard. DocuSign warrants to Subscriber that the Professional Services will be performed in accordance with standard industry practice and the applicable Work Order. DocuSign will complete the Professional Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

17. TERM AND TERMINATION OF WORK ORDERS

Each Work Order will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order. If any Work Order is terminated in accordance with terms contained in the applicable Work Order, then Subscriber will pay to DocuSign any Professional Fees and all other payment obligations accrued and payable for the Professional Services performed under the terminated Work Order through the effective date of the termination. If a Work Order is terminated for any reason other than for material breach by DocuSign, Subscriber will pay to DocuSign all Professional Fees due under the Work Order had the Work Order not been terminated and had the Professional Services been fully performed in accordance with the schedule then in effect.

18. PROPRIETARY RIGHTS

18.1 Subscriber Materials. Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Professional Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Professional Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

18.2 Inventions. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made by DocuSign, solely or in collaboration with others: (a) in the course of performing the Professional Services; or (b) that form all or part of a deliverable provided as part of the Professional Services, whether developed as part of the Professional Services or separately, but excluding Subscriber Materials (as defined in Section 18.1) (collectively, "Inventions"), is and will remain the sole property of DocuSign.

18.3 License Grant. Upon and subject to final payment by Subscriber of all Professional Fees owing to DocuSign, DocuSign hereby grants to Subscriber a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Subscriber's internal business operations only. The rights granted to Subscriber in this Section 18 are not assignable or transferable, by operation of law or otherwise, without the advance written consent of DocuSign. Any assignments or transfers in violation of this Section 18 will be void.