

ADDENDUM to the DocuSign MSA for U.S. PUBLIC ENTITIES

This Addendum to the DocuSign MSA for U.S. Public Entities (“**Addendum**”) is made part of the Master Services Agreement between the Parties. Unless otherwise defined in this Addendum, capitalized terms will have the meaning given to them in the Agreement. This Addendum applies to Customer only if Customer is (i) a United States state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User’s official capacity as a state, local government, or school official or employee (“**Official Use**”). If there is any conflict between the Addendum and the Agreement, the applicable terms of this Addendum will prevail. Nothing in this Addendum makes DocuSign a government contractor for any federal, state, local, or foreign government.

1. Licensed Use. The phrase “internal business purposes” as used in the Agreement means Official Use by Authorized Users for Customer’s internal purposes.

2. Terms Prohibited by Law. Provisions of the Agreement that cannot be accepted by Customer under Customer’s state constitution or laws shall not apply to the extent of such prohibitions, but will apply to the full extent, if any, permitted by applicable law.

3. Public Records. The provisions of the Agreement regarding Customer’s use of DocuSign Confidential Information are hereby modified to be consistent with Customer’s state law with respect to use and disclosure of public records including without limitation any applicable “Freedom of Information” laws. If Customer is required by law to disclose any information that would be considered to Confidential Information under DocuSign’s standard terms, Customer agrees to make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by law by redacting or withholding information where possible, and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

4. Governing Law and Venue. Provisions of the Agreement pertaining to governing law and venue do not apply to Official Use of the DocuSign Services to the extent such provisions are prohibited by Customer’s state constitution or laws, in which case this Agreement is governed by the laws of Customer’s state.

5. No Endorsement. DocuSign agrees that Customer’s seals, trademarks, logos, service marks, trade names, and the fact that Customer has a presence on one of DocuSign’s websites or uses the DocuSign Services, will not be used by DocuSign in such a manner as to state or imply that DocuSign’s products or services are endorsed, sponsored or recommended by Customer or are considered by Customer to be superior to any other products or services without prior approval from Customer or by other relevant government authority. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign’s hosted sites unless permission to do so has been granted by Customer or by other relevant government authority. Notwithstanding the foregoing, Customer hereby agrees that DocuSign may list Customer’s name in a publicly available customer list on a DocuSign website or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party customer name.

6. Discrimination and Non-Segregation. DocuSign, Inc. is a federal contractor. As a result, the Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, DocuSign shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. FERPA. If Customer wants its students to use the DocuSign Services (permitted only for students age 13 and older), Customer is responsible for complying with the U.S. Family Educational Rights and Privacy Act (“**FERPA**”). This means Customer must notify those students’ parents/guardians of the personally identifiable information that it will collect and share with DocuSign and obtain parental/guardian consent before its students sign up or use the DocuSign Services. When obtaining such consent, Customer should provide parents/guardians with a copy of DocuSign’s [Privacy Policy](#). Customer must keep all consents on file and provide them to DocuSign at DocuSign’s reasonable request. If Customer is located outside of the United States, DocuSign will rely upon Customer to obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to Customer’s and its students’ use of the DocuSign Services, Customer will comply with such laws. DocuSign acknowledges that, as between DocuSign and Customer, DocuSign may be considered a “School Official” as that term is used in FERPA and its implementing regulations. As such, DocuSign agrees that it will hold all Customer Data (including personal data

therein) in strict confidence pursuant to the terms of the Agreement and will not use or disclose Customer Data except: (a) as required to provide the DocuSign Services to Customer or (b) as required by law, but only to the extent permitted and only in the manner prescribed by the law, and (c) as otherwise expressly authorized by the Agreement and in accordance with DocuSign's [Privacy Policy](#) . This section will not create any obligations on the part of DocuSign outside those set forth in this Agreement.

8. Gramm-Leach-Bliley Act. DocuSign agrees and warrants it has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eDocument 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.