**DOCUSIGN SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (“EULA”) governs you and your employees, agents, contractors and any other entity on whose behalf you accept these terms (collectively “You” and “Your”) access to and use of the Software (as defined below). If You are entering into this EULA on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to this EULA. By either clicking a box, installing or otherwise using the Software You indicate Your acceptance of this EULA and You agree to be bound by the terms of this EULA. The effective date of this EULA is the date You first download, install or use the Software (“Effective Date”). Additional terms may apply to Your use of the Software depending on the point of access or as otherwise agreed to by the parties in writing. This EULA constitutes a binding legal agreement between You and Docusign, Inc. and any of its affiliates (“Docusign,” “we,” “us,” and “our”).

BEFORE CONTINUING AND/OR INSTALLING AND USING THE SOFTWARE, CAREFULLY READ THE TERMS OF THIS EULA AND PRINT A COPY FOR YOUR FUTURE REFERENCE. IF YOU HAVE NOT PREVIOUSLY INSTALLED AND/OR USED THE SOFTWARE AND DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL OR USE THE SOFTWARE AND SHALL RETURN THE SOFTWARE. YOU AGREE THAT THIS EULA IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS EULA IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

**1. DEFINITIONS**

**“Beta Version”** means the pre-commercial release or beta version of the Software.

**“Documentation”** means Docusign's then-current technical and functional documentation for Software and the Docusign Services as made generally available by Docusign.

**“Docusign Services”** means the services that can be purchased by You on the Site or via an Order Form.

**“Order Form”** means the order form provided by Docusign that sets forth the pricing and options of the Docusign Services selected by a customer.

**“Site”** means the web site of Docusign located at Docusign.com, and other select domains owned by Docusign.

**“Software”** means any and all software, including Updates and Upgrades thereof subscribed to and/or licensed by Docusign to You under this EULA, all as developed by or for Docusign.

**“Term”** means the term of this EULA, as specified in Section 5 below.

**“Third Party Software”** means software that may be provided by Docusign or its agents to You for use solely in conjunction with the Software that is created by a third party, and covered by different license terms.

**“Update”** means, with respect to any component of the Software, a new version that includes modifications, revisions or minor enhancements to the Software’s existing functionality to correct programming or design errors (designated by an increase in the release number to the right of the decimal point following the version previously supplied).

**“Upgrade”** or **“Major New Release”** means a version of the Software which incorporates additional functionality or features as compared with prior versions (designated by an increase in the release number to the left of the decimal point).

**2. SOFTWARE LICENSE GRANT**

**2.1** During the Term and subject to this EULA, Docusign grants You a personal, revocable, non-exclusive, non-transferable, limited copyright license to install and use the object code version of the Software solely in connection with Docusign Services. All Software license rights which are not expressly granted herein are deemed withheld.  Without limitation on the foregoing, no rights to the Docusign source code are granted or implied. Any use of the Software on a stand-alone basis is expressly prohibited.

**2.2**  Except as otherwise expressly provided in this EULA, You may install and use the Software (a) for multiple user licenses purchased by a single entity, the Software may be copied by Your network administrator solely for use by the individuals authorized by the network administrator, provided that the number of Your authorized users is no greater than the number of user licenses purchased by you, or (b) for a single user license, You may use the Software on one single computer, at a single location within the territorial boundaries of the country where this Software was delivered to You.  Unless otherwise expressly permitted hereunder, no other server or network use of the Software is permitted, including, but not limited to, use of the Software: (i) either directly or through commands, data or instructions from or to another computer or (ii) for internal network, internet or web hosting services.

**2.3**  Docusign may make Updates or Upgrades of the Software available.  Updates and/or Upgrades of the Software may be provided to You subject to additional or different terms, and such terms shall be deemed accepted by You upon installation or use of such version.  You acknowledge Your failure to timely install Updates and/or Upgrades to the Software may prevent or limit its functionality, and Docusign shall have no liability for such functionality impairment.  Notwithstanding the foregoing, You shall immediately install any Update or Upgrade to the Software provided for the purpose of avoiding or resolving a third party claim of intellectual property infringement applicable to a previous version of the Software.

**2.4** The Software may contain or be distributed with Third Party Software.  Information concerning the inclusion of Third Party Software, if any, and the notices, license terms, and disclaimers applicable to that Third Party Software are contained in the Documentation.  Except as expressly provided herein, this EULA does not apply to any Third Party Software identified in the Documentation. Any Third Party Software provided with the Software is for use solely with the Software. Any use of the Third Party Software on a stand-alone basis is strictly prohibited. By accepting this EULA, You are also accepting the terms and conditions of the licenses applicable to any Third Party Software included with the Software. You will have no recourse against Docusign unless Docusign is the stated licensor and then only to the extent provided in such license. You will be responsible to do whatever is necessary or required by the third party licensor for the Third Party Software licenses and related terms to take effect (e.g., online registration). Docusign will not provide support for Third Party Software and will not provide You with any intellectual property indemnity for the Third Party Software.

**3. YOUR OBLIGATIONS**

**3.1**  Docusign’s provision of the Software is conditioned on Your acknowledgement of and agreement to the following:

(a) You will not copy the Software, except to make a back-up copy that is not installed or used on any computer.  Any copy of the Software that You make must contain the same copyright and other proprietary notices that appear on or in the Software.

(b) You will not: (i) adapt, alter, modify, translate, create derivative works of, reverse compile, disassemble, or otherwise attempt to reconstruct the source code of the Software; (ii) use the Software for any purpose that is not authorized in the Software Documentation; (iii) allow use of the Software in any manner that allows internal access to its functionality other than through the functionality of Your systems that incorporate the Software or the Software’s interface (as the same may be enhanced from time to time) published by Docusign; (iv) assign, pledge, rent, lease, loan or timeshare the Software to third parties; (v) obfuscate, remove or alter any of the trademarks, trade names, logos, patent or copyright notices, confidential or proprietary rights notices or legends or other notices or markings on or in the Software or accompanying documentation, without Docusign’s express written consent; (vi) copy any portion of the Software for any purpose not expressly allowed under this EULA; or (g) sublicense or distribute the Software in any manner to any third party.

**4. PROPRIETARY RIGHTS**

**4.1** Docusign and its licensors own various intellectual property and technology rights associated with the Software and Documentation.  Your rights with respect to the Software and Documentation the rights expressly granted in this EULA, and no other, and all rights not expressly granted are reserved by Docusign and its licensors and suppliers.  Docusign does not license or transfer to You, or other third party, any of Docusign’s technology or other intellectual property rights.  Without limiting the generality of the foregoing, the structure, organization and code of the Software are trade secrets and confidential information of Docusign and its licensors. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions.

**4.2** Docusign encourages You to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Software and/or Docusign Services and related resources. To the extent You provides such feedback, You grant to Docusign a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit feedback (including by incorporation of such feedback into the Docusign Services) without restriction.

**5. TERM AND TERMINATION**

**5.1 Term.** The term of this EULA is defined by either a mutually executed agreement (setting forth the applicable term) under which You purchased the Software, or, in the absence of a mutually executed agreement between You and Docusign, the duration of Your use of the Software (“Term”).

**5.2 Termination.** Notwithstanding anything to the contrary herein, Docusign may (at its sole discretion) suspend or terminate this EULA if You fail to comply with any term of this EULA.

**5.3 Post-termination Obligations.** Upon termination of this EULA, You shall cease all use of the Software and Documentation and, if requested by Docusign, confirm in writing to Docusign that all copies of the Software have been destroyed or deleted from any and all computer libraries or storage devices in Your possession and/or control. Docusign’s rights and Your obligations under Sections 5.3 and 8 through 10 will survive the termination of this EULA.

**6. WARRANTIES AND REMEDIES**

**6.1 Limited Warranty.** Docusign warrants that all Software shall perform substantially in accordance with the Documentation, for ninety (90) days from the Effective Date. This limited warranty does not cover problems that You cause, that arise when You fail to follow instructions, or that are caused by events beyond Docusign’s reasonable control. Any Upgrades and/or Updates that You may receive from Docusign during that ninety (90) day period are also covered, but only for the remainder of that ninety (90) day period. Transferring the Software will not extend the limited warranty.

**6.2 Correction of Program Errors.**  Any non-conformity of the Software (a “Program Error”), if any, reported by You must be accompanied or followed by sufficient information to enable Docusign to reproduce and verify the Program Error including, but not limited to, the input data that generated the Program Error.  Once Docusign has received all such information, if Docusign is able to reproduce and verify the Program Error, Docusign shall use commercially reasonable efforts to provide a remedy. Remedies may include, without limitation, providing instructions for You to cure the Program Error, or delivering a software patch or update.  In no circumstances does Docusign represent or warrant that any or all Program Errors can or will be remedied.

**6.3 Mutual Warranties.**  Each party represents and warrants to the other that: (a) this EULA 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 EULA; and (c) the execution, delivery, and performance of this EULA 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.

**6.4** THIS SECTION 6, SETS FORTH YOUR SOLE REMEDY AND Docusign’S ENTIRE OBLIGATION AND LIABILITY FOR BREACH OF ANY Docusign WARRANTY FOR SOFTWARE AND DOCUMENTATION UNDER THIS EULA. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to You. In that event, such warranties are limited to the maximum extent permitted by, and to the minimum warranty period allowed by the mandatory applicable law.

**7. BETA VERSION**

**7.1** If You received a Beta Version, then this Section 7 applies. To the extent that any provision in this Section is in conflict with any other term or condition in this EULA, this Section shall supersede such other term(s) and condition(s) with respect to the Beta Version, but only to the extent necessary to resolve the conflict.

**7.2** **Risks Associated with Beta Version.** WHERE LIABILITY CANNOT BE EXCLUDED FOR BETA VERSION SOFTWARE, BUT IT MAY BE LIMITED, Docusign’S TOTAL, CUMULATIVE LIABILITY AND THAT OF ITS SUPPLIERS WILL BE LIMITED TO THE SUM OF FIFTY DOLLARS ($50 USD). You acknowledge and agree that a Beta Version is not commercially released, and has not yet been tested like other commercially released software that You may use. Therefore, it is likely that the Beta Version will contain errors, including errors that may cause the Software or Your systems to malfunction or cause a loss of data. If You do not wish to accept the risk of errors, You must not install or use the Beta Version.

**7.3 No Technical Support.** Docusign is not obligated to correct errors, correct the effects of errors (e.g., fix Your computer or recover lost data), or provide any technical support related to use of the Beta Version.

**7.4 Beta Version Termination.** Any license or right to use a Beta Version will terminate immediately after a new version (beta or other type) of Software is released by Docusign. Upon receipt of a later unreleased Beta Version or release by Docusign of a publicly released commercial version of Software, You will return or destroy all earlier Beta Version(s) received from Docusign and will abide by the terms of this EULA for any such later versions. Notwithstanding anything in this Section to the contrary, if You are located outside the United States of America, You agree that it will return or destroy all Beta Version(s) in Your possession within thirty (30) days of the completion of Your testing of the Software when such date is earlier than the date for Docusign’s first commercial shipment of the publicly released (commercial) Software.

**8. YOUR INDEMNIFICATION OBLIGATIONS**

**8.1**  You agree to defend, hold harmless and indemnify Docusign, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to Your use of the Software, violation of this EULA or other actions connected with use of Docusign Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, we will provide You with written notice of such claim, suit, or action.

**9. DISCLAIMERS AND LIMITATIONS**

**9.1 DISCLAIMER OF CONSEQUENTIAL DAMAGES; CAP ON DAMAGES**

(a) IN NO EVENT WILL Docusign BE LIABLE TO YOU FOR (i) REPROCUREMENT COSTS; (ii) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; (iii) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS EULA, OR THE USE OR PERFORMANCE OF THE SOFTWARE, REGARDLESS OF WHETHER THE CAUSE OF ACTION IS IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER FORM.

(b) IN NO EVENT WILL Docusign’S TOTAL AGGREGATE LIABILITY OF ANY KIND ARISING OUT OF OR RELATING TO THIS EULA, REGARDLESS OF FORUM AND BASIS OF ACTION OR CLAIM (CONTRACT, TORT, OR OTHERWISE), WILL EXCEED ONE HUNDRED U.S. DOLLARS ($100.00).

(c) No person, including any dealer, agent or representative of Docusign is authorized to assume for Docusign any other liability on its behalf except as set forth herein. NONPAYMENT OF ANY INVOICE RENDERED WITHIN STATED PAYMENT TERMS AUTOMATICALLY CANCELS ANY WARRANTY OR GUARANTEE STATED OR IMPLIED. If any payment is due Docusign for services performed hereunder, it shall be subject to the same payment terms as the original purchase.

**9.2 DISCLAIMER OF WARRANTIES.**  EXCEPT FOR THE LIMITED WARRANTY UNDER SECTION 6, ALL Docusign SOFTWARE IS PROVIDED “AS-IS”, “AS AVAILABLE” AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. Docusign DISCLAIMS ALL IMPLIED WARRANTIES FOR SOFTWARE INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.  You have no right to make or pass on any representation or warranty on behalf of Docusign to any third party.

**9.3 Time Bar.**  Regardless of any law or statute, no action, whether in contract or tort, including negligence, or any other form of action arising out of or in connection with this EULA, may be brought by You more than twenty four (24) months after the cause of action has accrued.

**9.4 Docusign’s Suppliers.** All limitations and exclusions of Docusign’s liability under this EULA, including without limitation the limitations and exclusions for breach of warranty and for infringement, shall extend to Docusign’s affiliated companies, subsidiaries, subcontractors and suppliers.

**10. GENERAL**

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

**10.2 Assignability.** You may not assign Your rights or obligations under this EULA. Any attempt by You to transfer Your rights, duties, or obligations under this EULA without Docusign’s prior written consent is void.  If consent is given, this EULA will bind Your successors and assigns. Docusign may freely assign its rights, duties, and obligations under this EULA.

**10.3 Export Rules.** You acknowledge that the Software and Documentation supplied by Docusign under this EULA is subject to export controls under the laws and regulations of the United States, the European Union, and other countries (as applicable), and the Software may include technology controlled under export and important regulation, including encryption technology. You agree to comply with such laws and regulations and represent and warrant that you:

(a) will not, unless authorized by U.S. export licenses or other government authorizations, directly or indirectly export or re-export the Software and Documentation to or use the Software and Documentation in countries subject to U.S. embargoes or trade sanctions programs;

(b) are not a party, nor will You export or re-export to a party, identified on any applicable government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists;

(c) will not use the Software and Documentation for any purposes prohibited by U.S. law, including the development, design, manufacture or production of nuclear, missile, chemical, or biological weaponry or other weapons of mass destruction; and

(d) are responsible for compliance with all local encryption laws and regulations, where applicable, and for obtaining any permits and licenses required under those laws and regulations for your use of the Software.

You agree to provide Docusign destination end use and end user information upon Docusign’s request. You will obtain all required authorizations, permits, or licenses to export, re-export or import, as required. You agree to obligate, by contract or other similar assurances, the parties to whom You re-export or otherwise transfer the Software to comply with all obligations set forth in this Section.

**10.4 Notices.** Except as otherwise permitted herein, any notice required or permitted to be given in accordance with this EULA will be effective only if it is in writing and sent using: (a) Docusign Services, if applicable, (b) certified or registered mail, or, (c) insured courier, to the appropriate party at the address set forth in Your registration information for You or on Docusign.com for Docusign, with a copy, in the case of Docusign, to legal@Docusign.com. Either party may change its address for receipt of notice by providing notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using Docusign Services, two business days following the date of mailing, or one business day following delivery to a courier.

**10.5 Mandatory Arbitration.**  Except for claims arising under this EULA: (a) arising out of the indemnity obligations specified in Section 8; and (b) for injunctive relief, any dispute, claim or controversy arising out of or related to this EULA or the performance, enforcement, breach, termination, validity or interpretation thereof, including the determination of the scope or applicability of this EULA to arbitrate, that cannot be resolved through good faith discussions between the parties within a reasonable period of time (not to exceed thirty (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. The arbitration shall be initiated and take place in San Francisco, California, United States, and You and Docusign agree to submit to the personal jurisdiction of any federal or state court in San Francisco, California in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. 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. The parties further agree that the arbitration shall be conducted in the party’s respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND Docusign AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**10.6 Governing Law.** This EULA is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this EULA. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party’s intellectual property rights. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this EULA.

**10.7 Waiver.**  The waiver by either party of any breach of any provision of this EULA 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 EULA 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 EULA.

**10.8 Severability.** If any part of this EULA is found to be illegal, unenforceable, or invalid, the remaining portions of this EULA will remain in full force and effect. If any material limitation or restriction on the grant of any license Docusign provides to You under this EULA is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

**10.9 Entire Agreement.** This EULA, which includes the language and paragraphs preceding Section 1, is the final, complete, and exclusive expression of the agreement between You and Docusign.  This EULA supersedes, and the parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the Software or Documentation under this EULA, representations, proposals, understandings, and negotiations with respect to the matter hereof and apply to the exclusion of any other terms that the You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**10.10 Federal Government End Users.** This Section applies to You only if You are a U.S. Federal Government end user. All Docusign software (including Docusign Services) is commercial computer software and all services are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“FAR”) 2.101 for civilian agency purchases and the Department of Defense (“DOD”) FAR Supplement (“DFARS”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the Docusign Services are acquired by or on behalf of a civilian agency, Docusign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this EULA as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the Docusign Services are acquired by or on behalf of any agency within the DOD, Docusign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this EULA as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

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