PROFESSIONAL SERVICES AGREEMENT BETWEEN
CARAHSOFT TECHNOLOGY CORP.
AND THE CITY OF ANN ARBOR
FOR CONTRACT LIFECYCLE MANAGEMENT

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Carahsoft Technology Corp. ("Contractor"), a Virginia corporation with its address at 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I.   DEFINITIONS

Administering Service Area/Unit means Information Technology.

Contract Administrator means Jake Chase, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means the provision and installation of software and implementation of the City's Contract Lifecycle Management Program.

II.   DURATION

Contractor shall commence performance on _____, 20_____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III.   SERVICES

        A.   The Contractor agrees to provide Contract Lifecyle Management software ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B.   Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C.   The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.

D.   The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV.   INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V.   COMPENSATION OF CONTRACTOR

A.   The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

B.   The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C.   The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI.   INSURANCE/INDEMNIFICATION

A.   The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

B.   Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

C.   To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII.   COMPLIANCE REQUIREMENTS

A.   <u>Nondiscrimination</u>. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B.	Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## VIII.	WARRANTIES BY THE CONTRACTOR

A.	The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

B.	The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

C.	The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.

D.	The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

E.	The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

F.	The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G.   The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX.   OBLIGATIONS OF THE CITY

A.   The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B.   The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X.   ASSIGNMENT

A.   The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

B.   The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI.   TERMINATION OF AGREEMENT

A.   If either party is in breach of this Agreement for a period of thirty (30) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

B.   The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C.   Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express
delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Carahsoft Technology Corp.
Samuel Randolph
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Milton Dohoney, Jr.
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to:
City of Ann Arbor
Attn: Office of the City Attorney
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV.   CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV.   OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in
the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to

another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII.   SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City.   This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX.   ELECTRONIC TRANSACTION
The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX.   EFFECTIVE DATE
This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By _____
                              Type Name
    Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
   Christopher Taylor, Mayor

By _____
   Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

_____
Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Contractor shall research and implement an enterprise-wide contract lifecycle management solution for the City by examining the City's legacy contract management process and making appropriate changes, utilizing current resources and technology.

Contractor is partnering with DocuSign, Inc. ("DocuSign") and Deloitte Tax LLP ("Deloitte") to provide all deliverables for the City's Contract Lifecycle Management Program, pursuant to the City's Request for Production 21-13 (the "RFP"), which is incorporated in its entirety herein. Carahsoft submitted its Response to the RFP as the IT Schedule 70 GSA Contract holder and reseller for DocuSign, working together with Deloitte, for the installation and implementation of the contract lifecycle management program.

The following agreements are attached hereto and fully incorporated by reference into this Agreement. In the event of any inconsistencies between or among these agreements, the following is the order of control:

1. This Professional Services Agreement.
2. RFP 21-13.
3. DocuSign's Master Services Agreement ("MSA"), Service Schedules. attachments, and appendices in order of precedence as outlined in the MSA.
4. Deloitte Tax LLP Work Order dated October 27, 2021.
5. Deloitte Tax LLP – Legal Business Services General Business Terms.

The current problems with the City's existing contract lifecycle management program that Contractor will address and resolve include the following:

- The current contract lifecycle management process lacks governance and consistency.
- Risk management (PII, Insurance, etc.) is cumbersome and costly.
- Contract documents are difficult to find and piece together from various amendments and iterations.
- Too much time is spent on contracts.
- There is limited integration with other systems (Legistar/Logos/OnBase).
- Users do not always receive all deliverables outlined in contracts.

Contractor understands and acknowledges the following requirements with regard to the City's existing contract management process, per the contract administration step-by-step guide and APP 109:

1. Follow proper procurement method in selecting a contractor.
2. Submit contractor's insurance information to City Attorney Office for uploading and review in myCOI.
3. Prepare and submit draft contract for legal review. All contracts are then reviewed by an attorney.
4. Prepare and submit: Resolution (if applicable) in Legistar or City Administrator's Memo.
5. Contract execution/routing.
6. Ongoing contract administration.

Contractor acknowledges and agrees that its contract lifecycle management solution will integrate the following:

- The City has ~120 contract administrators.
- Contracts are individually managed by contract administrators.
- Each unit is unique in how they manage contracts.
- All contracts are not available in one location – contracts are stored by each contract administrator and may be stored in one or more of the following: Clerk's Office, OnBase, Legistar, Logos, File Shares, CityLaw or paper.
- Documents and data are duplicated in many locations.
- Departments use different processes to create and manage contracts.
- Several different software solutions are involved in a contract's lifecycle: myCOI for insurance, Legistar for City Council approval; Logos for payment/accounting, OnBase for routing most contracts for signature and storage, CityLaw for the City Attorney's document management, and the service units store many contracts in separate systems for records retention purposes.

Contractor's solution shall specifically provide the following for the City:

- Solution will be simple to use and guide users through the process.
- Consistent tool set for managing and delivering all deliverables as part of the lifecycle.
- Less attorney time spent on risk management and review.
- Streamlined creation of required supporting contract documents.
- A reduction in time spent on contracts throughout the City.
- Easier to retrieve all contract documents.
- Better visibility into related contracts to streamline the management of a project.
- A simple and easy to use solution for contract administrators and guide them through the process from creation of the formal solicitation/quote, to generation of the contract (and associated documentation).
- Customer and vendor support during City's regular business hours.
- Manage the entire contract lifecycle including, procurement or formal solicitation, insurance/bond review/compliance, contract creation/review/execution, contract approval (e.g., resolution approval/Legistar), contract management and closeout.
- A simple and intuitive process.
- Streamline risk management – will check for correct insurance requirements and assess risks for HIPAA, personally identifiable information, potential liability, credit card information, social security numbers, etc., based on City's standards and insurance matrix.
- Group by project – must be able to tie contracts (including amendments, renewals, etc.) and other documents related to a larger project together.
- Insurance requirements must be identified at the first stage of procurement using our insurance matrix.
- Software must review outside contracts and notify legal for non-standard terms.
- Software must create the resolution and other required documents.
- Integrations with Legistar and Logos will be required.
- An option to search council authorizations in Legistar in order to see contracts associated with a specific action.
- Electronic workflow capabilities for managing the contract lifecycle.
- The ability to see any changes to a contract easily after it was sent for review.
- Document version control and version history, as well as a notification of changes to the

City Attorney's office and anyone else involved.
- Reminders for deliverables and renewals, as well as verification that all deliverables were delivered.
- Permissions can be assigned to grant user groups access to all contracts for which they are responsible.
- View the current state of the contract, including any amendments or changes in language.
- Operate as the central storage location or integrate with an existing central storage location for contracts and related documents.
- Electronic signatures for both City staff and vendors.
- Ability to see where a contract is in the process at any given moment.
- Contracts and related documents should be secure and confidential.
- Software must manage standard City template contracts.
- Standard operating procedures and defined responsibilities are required.
- Track and initiate updates with vendors for required procurement forms, such as living wage and conflict of interest, which are forms that are required to be provided at contract execution and thereafter annually.
- Generate scope of services during contract creation to identify who is responsible for which deliverable.
- Ability to handle contract management during the term of the agreement including: delegate the control of deliverables with the ability to report up to the primary contract administrator; contract closure and punch list tracking, warranty inspection tracking and scheduling.
- Software must handle 3rd party (contractor/vendor) contract templates.
  Software must be able to handle non-standard processes (e.g., State or Federal government execution processes, review of contracts that are not created in the system).

EXHIBIT B
COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Carahsoft/DocuSign software license and services totals for years 1, 2, and 3 are $179,964.37 as stated and itemized in the attached Government Price Quotation dated 12/01/2021, and shall be paid by the City upon execution of this Agreement and all related documents and receipt by the City of an invoice from Contractor.

Deloitte's one time implementation fee of $90,038.00 shall be paid by the City according to the schedule and in the manner outlined on the attached DELOITTE TAX LLP WORK ORDER.

Government - Price Quotation

DocuSign

DocuSign Government at Carahsoft

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft.

TO:	JAKE CHASE SENIOR APPLICATIONS SPECIALIST CITY OF ANN ARBOR 301 E HURON ST ANN ARBOR, MI 48103		**FROM:**	Samuel Randolph DocuSign Government at Carahsoft 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190	
EMAIL:	JCHASE@A2GOV.ORG		**EMAIL:**	Samuel.Randolph@carahsoft.com	
PHONE:	(734) 794-6557		**PHONE:**	(703) 871-8660	**FAX:** (703) 871-8505

TERMS:	GSA Schedule No: GS-35F-0119Y Term: December 20, 2011 - December 19, 2026 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Cage Code: 1P3C5 DUNS No: 088365767 Business Size: Other than Small Sales Tax May Apply	**QUOTE NO:** 32084349 **QUOTE DATE:** 12/01/2021 **QUOTE EXPIRES:** 12/31/2021 **RFQ NO:** **SHIPPING:** ESD **TOTAL PRICE:** $179,964.37 **TOTAL QUOTE:** $179,964.37

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	APT-0463-2	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463 Start Date: 12/19/2021 End Date: 12/18/2022		$8.21	OM	1500	$12,315.00
2	4987-120-43	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per $100 of List License Fees) DocuSign, Inc. - APT-0148 Start Date: 12/19/2021 End Date: 12/18/2022		$7.1401	GSA	1500	$10,710.15
3	APT-0582-2	DocuSign CLM - Enterprise - Full Seat Subs. DocuSign, Inc. - APT-0582 Start Date: 12/19/2021 End Date: 12/18/2022		$525.47	OM	2	$1,050.94
4	APT-0586-2	DocuSign CLM - Enterprise - Standard User - Seat Sub. DocuSign, Inc. - APT-0586 Start Date: 12/19/2021 End Date: 12/18/2022		$365.68	OM	80	$29,254.40
5	APT-0589-2	DocuSign CLM UAT Sandbox DocuSign, Inc. - APT-0589 Start Date: 12/19/2021 End Date: 12/18/2022		$6,061.14	OM	1	$6,061.14
6	APT-0532-2	DSU Web Application Administration Course DocuSign, Inc. - APT-0532 Start Date: 12/19/2021 End Date: 12/18/2022		$894.74	OM	2	$1,789.48
		YEAR 1 SUBTOTAL:					$61,181.11
		YEAR 2					
7	APT-0463-2	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463 Start Date: 12/19/2022 End Date: 12/18/2023		$8.21	OM	1500	$12,315.00

Government - Price Quotation

DocuSign Government at Carahsoft

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www.carahsoft.com | sales@carahsoft.com

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8	4987-120-43	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per $100 of List License Fees) DocuSign, Inc. - APT-0148 Start Date: 12/19/2022 End Date: 12/18/2023		$7.1401	GSA	1500	$10,710.15
9	APT-0582-2	DocuSign CLM - Enterprise - Full Seat Subs. DocuSign, Inc. - APT-0582 Start Date: 12/19/2022 End Date: 12/18/2023		$525.47	OM	2	$1,050.94
10	APT-0586-2	DocuSign CLM - Enterprise - Standard User - Seat Sub. DocuSign, Inc. - APT-0586 Start Date: 12/19/2022 End Date: 12/18/2023		$365.68	OM	80	$29,254.40
11	APT-0589-2	DocuSign CLM UAT Sandbox DocuSign, Inc. - APT-0589 Start Date: 12/19/2022 End Date: 12/18/2023		$6,061.14	OM	1	$6,061.14
		YEAR 2 SUBTOTAL:					$59,391.63
		YEAR 3					
13	APT-0463-2	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463 Start Date: 12/19/2023 End Date: 12/18/2024		$8.21	OM	1500	$12,315.00
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16	APT-0586-2	DocuSign CLM - Enterprise - Standard User - Seat Sub. DocuSign, Inc. - APT-0586 Start Date: 12/19/2023 End Date: 12/18/2024		$365.68	OM	80	$29,254.40
17	APT-0589-2	DocuSign CLM UAT Sandbox DocuSign, Inc. - APT-0589 Start Date: 12/19/2023 End Date: 12/18/2024		$6,061.14	OM	1	$6,061.14
		YEAR 3 SUBTOTAL:					$59,391.63
		SUBTOTAL:					$179,964.37
				TOTAL PRICE:			**$179,964.37**
				TOTAL QUOTE:			**$179,964.37**

DocuSign

DocuSign Government at Carahsoft

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www.carahsoft.com | sales@carahsoft.com

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Product Details
eSignature Envelope Allowance: 4,500

Overage/Usage Fees
eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): $8.80

Terms & Conditions
This Order Form covers the DocuSign Products and Services described herein and is governed by DocuSign's Public Entity Terms and Conditions available online at:
https://static.carahsoft.com/concrete/files/8616/1374/4909/DocuSign_Master_Services_Agreement_for_US_Public_Entities.pdf.

DELOITTE TAX LLP WORK ORDER

City of Ann Arbor
Work Order

Work Order Number: 1	Authorized Start Date: Upon Execution of the Work Order

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP ("Deloitte" or "our") and City of Ann Arbor and its subsidiaries and/or affiliates ("Client") dated December 8, 2021.

Description of Services

As of the date of this Work Order, Deloitte Tax's standard client acceptance procedures have not been finalized. Pending finalization of these procedures and notwithstanding anything herein to the contrary, Deloitte Tax reserves the right to terminate any Services that have commenced under the terms of this Work Order.

Deloitte's Legal Business Services will perform DocuSign-related implementation services ("Services") as Client implements its DocuSign CLM (Contract Lifecycle Management) to streamline the contract lifecycle by automating manual tasks and orchestrating complex workflows. It provides document generation, collaboration, workflow and integration with DocuSign eSignature and a searchable repository for completed agreements. Deloitte will provide the Services as process and software implementation advisors, and expects the Services to include the following:

Set Up, Project Initiation and Requirements	
Activities	Deliverables/ Milestones
Determine that DocuSign CLM setup/enablement has been completed and Deloitte has been provisioned in Sandbox and Production. Conduct up to 2 pre-work sessions, and 4 requirements sessions with key project stakeholders to define and finalize functional and technical configuration requirements. These requirements sessions will be used to review and finalize. • Attributes • Intake forms and merge fields • Workflows • Folder structure/naming conventions • Reports, reminders, and dashboards • User, group, and folder security permissions	**Client Deliverables:** • User Acceptance Testing ("UAT") and Production DocuSign access • Finalized templates • Provide Deloitte any Applicable Documentation (Approval Matrices, Sample Reports, Current State Process Maps, etc.) **Deloitte Deliverables:** • Design Workbook Milestone: Requirements Signoff
Configuration and QA	
DocuSign CLM Repository: DocuSign CLM repository setup for licensed users (folders, users, security groups, preferences). Up to 4 levels of folders will be systematically created for all documents that are generated or	**Client Deliverables:** • Review design workbook and requirements • Participate in configuration Reviews • Complete iterative configuration testing

uploaded through an Intake form. The design of folder structure will be applicable to all document types, i.e., Contract Type, Counterparty Name, Document Status.

Templates:

Templates will be finalized by the Client prior to starting requirements gathering and configured as follows.

- 8 Templates in scope include: quote form, amendment, general service agreements (Services and PSA). Conditional logic will include if the contract value is >75K, add a resolution template and few additional forms. Each form will be a separate document but will include fields merged in from the intake. The additional templates will be auto populated using workflow. Up to 240 merge fields total; 20-30 merge fields per template.

Intake forms:

8 configured template intake forms, one for each template in scope. User will be able to select the type of template in the intake form.

- Up to 40-50 form fields per intake form.

1 upload intake form (To upload other templates and third-party documents).

- Up to 40-50 form fields.

- Intake form data cannot be merged into the documents that will be uploaded.

- Exhibits and addendums may be uploaded during the intake process and may be routed as individual documents.

2 CSV files may be used in either intake form (e.g. list of Company Entities or list of Company Signatories). No edits to the file by the Client are allowed until after post-production ends.

Workflow:

Configuration of 1 contract approval workflow consisting of Workflow Stages outlined in Exhibit 1. Changes to workflow in Exhibit 1 will result in an addendum to this Work Order.

Workflow will not contain dynamic approvals (for example, based on thresholds). Approvals for various thresholds will be addressed via creating security groups (Less than $75K, Greater than $75K) for

- Configuration Sign Off

Deloitte Deliverables:

- Weekly Configuration Reviews

Milestone: Configuration Signoff

internal approval. If greater than $75K, email will be sent to the initiator to manually upload resolution in Legistar and approval confirmed manually.

Attributes:

Configuration of attributes/metadata that can include up to 100 attributes: 40 core attributes and 60 at the Client's discretion.

Attributes to be determined and finalized during requirements sessions.

Reminders

Configuration of up to 3 standard email reminders and/or notification templates that will be manually applied to documents by the Customer. The specific DocuSign CLM reminders will be determined and mutually agreed upon during requirements sessions.

User Acceptance Testing

Test scenario and script creation: Deloitte will create up to 8 testing scenarios per workflow based on requirements to support the execution of user acceptance testing. Client will create test scripts based on requirements to support the execution of user acceptance testing.	**Client Deliverables:** • Create test scripts and revise based on user scenarios provided by Deloitte • Completed UAT scripts if required • UAT Testing log to track issues • Completion of DocuSign CLM training prior to UAT start. • UAT Sign Off
Pre-UAT Training session: Deloitte will conduct up to 2 hours of pre-UAT training sessions to familiarize testing users with DocuSign CLM functionality prior to UAT execution. Additional support, if required during testing will be billed on a time and materials basis.	**Deloitte Deliverables:** • 8 Test scenarios per workflow • Pre-UAT training session • UAT testing log template • Issue resolution and bug fixes
UAT Bug Fix, Support & Remediation: Deloitte will provide up to 20 hours without guided UAT and 30 hours with guided UAT of bug fix/support and remediation during UAT execution. New user requirements or changes related to configuration arising from testing are not in scope and will require an addendum to this Work Order. Deloitte will provide a log for posting and tracking UAT issues. Issues will be reviewed with the Client at the end of each week during the UAT period. Issue resolution will occur at the end of the testing period. Only issues traceable to signed off requirements will be remediated during UAT.	Milestone: UAT Acceptance and Final Configuration Signoff

Training

Training Materials: Delivery of 1 quick reference guide that contains guidance on generating new	**Client Deliverables:**

contracts and completing workflow tasks, and 2 general reference training guides (Maintenance and End User) that contain commonly used DocuSign CLM functionality. End User training guide will contain guidance on uploading contracts, completing workflow steps, and commonly used DocuSign functionality. Maintenance training guide will contain details of the design and architecture of the CLM Solution/custom build. It will be geared towards the Customer's DocuSign CLM Administrator(s) and for purposes of managing the system post-live. Training delivery: Training delivery will be comprised of 2 sixty-minutetraining sessions. At least one of the training sessions will be recorded and made available for later use.	• Review training materials • Complete DocuSign CLMtraining **Deloitte Deliverables:** • Training guides • Training session recording Milestone: Training CompletionAcceptance
Deployment	
Deployment of DocuSign CLM: 1 Deployment of DocuSign CLM configuration to production fromUAT. Partial deployments and multiple deployments will require an addendum to this Work Order.	**Client Deliverables:** • Testing the production configurations. • Confirmation of the Deployment Package contents **Deloitte Deliverables:** • 1 deployment Milestone: Go-Live
Post Production Support	
Support: Up to 20 hours of support for a 2-week period after go-live to be used at the discretion of the Client. Tasks performed within these hours may include user training, admin training, bug fixes or correcting configuration errors. Time spent on email support will be included as part of the total hours of support provided. Additional support, if required, will be made available as part of an addendum to this Work Order. Project Closeout: Deloitte will conduct a project closeout meeting to review overall project satisfaction, confirm deliverables, and provide transition details.	**Client Deliverables:** • Set up DocuSign support credentials • Connect with DocuSign Account Executive and Customer Success Team • Complete Project Closeout feedback **Deloitte Deliverables:** • Project Closeout report • Documentation (Final design and configuration guides, training materials) Milestone: Project Closeout
Legistar Integration Discovery	
Conduct 4 discovery sessions over 2 weeks to determine the integration capabilities and scope related to Legistar. Perform systems analysis.	**Client Deliverables:** • Attendance, with full preparation, for discovery workshops • Legistar system documentation and/or reference materials as required.

	Deloitte Deliverables:
	• Legistar integration for CLM scope document
	• Legistar integration services work order, detailing scope and pricing, addendum

Project Management	
Project Plan: Manage project budget, scope, and timelines. Documentation: Provide updated documentation throughout the project, including project plans, schedules, final documentation status reports, action items and upcoming milestones	Client Deliverables: • Review project scope, budget, timelines, action items Deloitte Deliverables: • Project Plan • Project Closeout Report

Activities	Total Hours Without Guided UAT	Total Hours With Guided UAT	Suggested Timeline
Pre-Work and Requirements	30	30	Weeks 1 – 2
Configuration	220	220	Weeks 3 – 7
Quality Assurance (QA)	40	40	Weeks 5 – 7
UAT	30	40	Weeks 8 – 9
Training	20	20	Weeks 9 – 10
Deployment	30	30	Week 10
Post Production Support	20	20	Weeks 11 – 12
Project Management	30	30	Ongoing
Total	420	430	
Integration Discovery	60	60	
Total	480	490	

Out-of-Scope Services

As of the date of this Work Order, out-of-scope items include, but are not limited to:

• Deloitte will not provide any additional software integration other than set forth in the Description of Services.

• Deloitte will not facilitate a data/document tagging or migration as part of this Work Order.

• Deloitte will not fix any formatting issues present in the document templates that are not related to the Document Generation merge tags.

• Deloitte will not provide training on configuration of the software - building/modifying DocuSign CLM workflow, intake forms, templates etc.

- Deloitte will not configure cascading attribute sets as part of the implementation.

- Single Sign On ("SSO") setup and configuration is not included as part of this engagement.

- Deloitte may advise Client but will not provision all user accounts and security groups.

Should Client request Deloitte to perform any of the out-of-scope services listed above or identify other services (including an expansion of the Services described above), an addendum to this Work Order ("Addendum") or other written agreement will be entered into by Client and Deloitte to document the additional agreed-upon services and the fee arrangement for such services. To the extent an Addendum or other written agreement is not executed for the additional agreed-upon services, the terms and conditions of the Engagement Letter and this Work Order will apply; the Deloitte fees for the additional services will be based on the hours incurred and the hourly rates as provided in this Work Order. The Deloitte fees for the additional services are outside of any estimate of fees that are provided in this Work Order.

Estimated Timing for Services and Deliverables

The engagement timing contemplates that the Services will start upon execution of the Engagement Letter, this Work Order and finalization of client acceptance procedures. Any delay in the performance of the Services and providing Client with Deliverables due to limitations in access to Client personnel or data, or similar variables, could result in an extension of the planned finish date and potentially impact the estimated engagement fees. Deloitte will report the status of our Services bi-weekly to identify tasks that are delayed or those tasks that have been accelerated to assist with the meeting of the targeted milestone dates.

The periods below have been identified as work stoppage periods and have been taken into account in the start and finish dates above.

Resources	Date Range
Holidays	November 24-26, 2021 December 25, 2021 – January 1, 2022 January 17, 2022

Failure to identify unavailability of Client resources or to provide required data or timely decisions may result in re-planning, extension, engagement phase delays, and/or an overall engagement delay. Deloitte may not be able to commit to the availability of the scheduled personnel after such unplanned work stoppage and may need to incur incremental out-of-scope effort to re-plan effectively. Any such re-planning effort or personnel changes that have the potential to impact the engagement effort or estimated fee will be discussed with Client.

The Services described above will produce the following Deliverables:

- Engagement plan

- Status reporting bi-weekly

- 1 Design Workbook

- Up to 8 User acceptance test scenarios

- 1 DocuSign quick reference training guide

- 2 reference training guides (Maintenance and End User)

- 1 Training Session Recording

Fees and Expenses (if different from the provisions stated in the Engagement Letter)

The Deloitte fees for the Services are based on the amount of professional time incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved. The estimated fees are based upon the Scope Assumptions and Client Responsibilities as documented below.

Deloitte will bill $25,000 upon commencement of the Services, and the remainder will be billed based on the timetable below as the Services progress. Deloitte will also bill (i) reasonable out-of-pocket expenses and (ii) an allocation of estimated administrative and technology costs incurred (e.g., tax technology, research materials, etc.) equal to five (5) percent of professional fees. Reasonable out-of-pocket expenses incurred and allocated costs are reflected as additional amounts on the bills. Additional hours (beyond stated scope) incurred for set up, requirements, UAT, training and project management support will be billed at a rate of $200/ hour.

Milestones	Payment Amount Without Guided UAT	Payment Amount With Guided UAT
Work Order Signature	$ 25,000	$ 25,000
Requirements Sign Off	$ 20,000	$ 25,000
Configuration Sign Off	$ 15,000	$ 15,000
Deployment of Final Configuration	$ 13,500	$ 10,250
Sub-total	$ 73,500	$ 75,250
Additional billings	$ 3,675	$ 3,763
Implementation Total	$ 77,175	$ 79,013
Integration Discovery Fees	$ 10,500	$ 10,500
Additional billings	$ 525	$ 525
Integration Discovery Fees Total	$ 11,025	$ 11,025
Total	$ 88,200	$ 90,038

Scope Assumptions upon which the Estimated Service Fees were Based

The Services and the associated fees addressed in this Work Order are based on the following assumptions:

- Document templates are provided by the Client in MS Word 2007+ format.

- Merge field data to be populated in the document template will be defined by the Client.

- Client is willing to modify its template to be compatible with the Document Launcher functionality – including, but not limited to, things like formatting, layout, and tables, which may prevent the successful merge of data.

- Client understands that the Document Launcher cannot be configured to perform calculations.

- Client will test throughout the process based on work delivered by Deloitte after each iteration.

- All appropriate software and licenses have been procured by the Customer for DocuSign CLM and any other software needed to implement and use the solution.

- Client will ensure that all existing Sandbox environments mirror production, functionality, and data, prior to project start.

- All members of the Client project team must be prepared for all project meetings including, but not limited to: attending all project meetings as scheduled/required; thoroughly reviewing and preparing for meetings per agenda items, completion of action items and answers to questions assigned, provide status/progress.

- Client is responsible for reviewing and finalizing UAT test cases.

- Client will coordinate, facilitate, and execute user acceptance testing. The Client will execute all UAT tests within the time frame specified for UAT. If additional time is required for testing execution, an addendum to this Work Order may be required.

- Client project team will complete DocuSign CLM Administration and or CLM Workflow DocuSign University Training prior to UAT start.

- Deloitte will only attend the first UAT session to support the Client, additional sessions or email support will be billed as T&M.

- Changes to the configuration enacted independently by the Client at any stage in the project which results in rework or additional effort will result in an addendum to this Work Order.

- All training is separate and distinct from DocuSign CLM provided "DocuSign CLM Administration" or "DocuSign CLM Build Workflows" training sessions, which cannot be purchased through Deloitte.

- All training will be conducted remotely, via an online conferencing tool. Administrator training will not include training on configuration of templates, intake forms, and workflows.

- Client will complete Single SSO integrations and all other integrations post deployment / post go live in production.

- Deloitte is responsible for deploying the templates, workflow, and other configurations which have been configured within the DocuSign CLM application.

- Client will work with DocuSign to enable O365, DocuSign CLM edit, SSO and / or Clause Library plugins.

- The implementation will operationalize out-of-the-box functionality, any requirements that are not out-of-the-box are deemed a customization and will incur an addendum to this Work Order for additional effort and costs.

- Client will provide 24/7 remote access to environments in which all impacted software components are addressable. If the Client is unable to provide this level access, the estimated effort and fees in this Work Order are subject to revision.

- If the scope of work exceeds the initial estimates, the party that identifies the need for a change will notify the other party in writing. Deloitte will then prepare a Work Order, agree on action(s) to be taken, and document the approval(s) in writing.

Client Responsibilities

Client personnel have the following responsibilities during the execution of the Services pursuant to this Work Order:

- Client personnel will play an active role in the ServicesClient personnel will be available to participate in the working sessions and interviews. This participation is essential for Deloitte to gain an understanding of Client's current environment, requirements and use cases.

- Client will designate an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to serve as the project manager and oversee the Services that Deloitte will perform. This person's role will be to help the Deloitte engagement team with Client matters concerning change management, resource education, logistics, timely responding to Deloitte inquiries and the appropriate use of Client resources based on skill sets and availability.

- Client agrees to access a Deloitte proprietary global technology platform, in order to facilitate the secure exchange of information and documents between Client and Deloitte during the term of the engagement. Neither party will transmit confidential information to the other through email or through an unsecure method of transmission.

- Client agrees to support a remote work structure.

Client Acknowledgments and Agreements

In addition to the acknowledgements and agreements set forth in the Engagement Letter, Client acknowledges and agrees that:

- The performance of certain Services described herein may cause affiliates of Deloitte, including Deloitte & Touche LLP ("Deloitte & Touche"), to not be independent with respect to Client's financial statements for the calendar or fiscal year to which the Services relate or in which the Services are performed. Accordingly, should Client wish to engage Deloitte & Touche to audit said financial statements, Deloitte & Touche may be required to decline such engagement.

- The Services cannot be relied on to disclose internal control weaknesses, errors, or fraud should they exist. Deloitte has no responsibility for updating the Services performed or for performing any additional services, except as agreed to in writing with Client.

- The working papers prepared by Deloitte in connection with this engagement are the property of Deloitte. Upon request, copies of any or all working papers that Deloitte considers to be nonproprietary will be provided to Client's management. However, other third parties may not be provided access to such copies without prior written consent from Deloitte.

- Deloitte may utilize software that is currently owned by or licensed to Deloitte in connection with the performance of the Services. Under certain circumstances (and with the approval of Deloitte), Client may want Deloitte to use other software, if so, such software is to be acquired by and licensed to Client, with Deloitte as a sub-licensee for use in connection with the performance of its Services to Client. With respect to software that is owned by or licensed to Deloitte, if Client personnel will access or use such software, Client agrees to, where necessary, become a licensee in accordance with terms established by Deloitte.

- Client acknowledges that the DocuSign CLM software may be changed by its third-party owner, DocuSign, during and/or after the conclusion of this Work Order. Any changes made by DocuSign to the DocuSign CLM software requiring modifications to the description of Services after conclusion of this Work Order are not covered in the above Services and therefore would be the subject of a separate written agreement.

- Client's understanding that Deloitte will only be responsible to provide process and technology advice with respect to the specific subject matter and technology platform presented by Client.

- Client's understanding that Deloitte is not responsible for the features and functionalities of Client-selected technology platforms; rather, Deloitte is advising Client on process improvements and leading practices of the selected platforms.

- Client shall obtain all consents necessary from third parties required for Deloitte to perform the Services hereunder other than with respect to resources and tools to be provided by Deloitte. Client will obtain any necessary incremental or new software licenses necessary for the Services.

ACCEPTANCE

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Work Order to our office.

Thank you for giving Deloitte the opportunity to serve you. If you have any questions regarding the Services described in this Work Order, or any other assistance that Deloitte may provide to you, please feel free to contact Teju Deshpande at +1.312.486.4292 or Mark Ross at +1.213.688.3288.

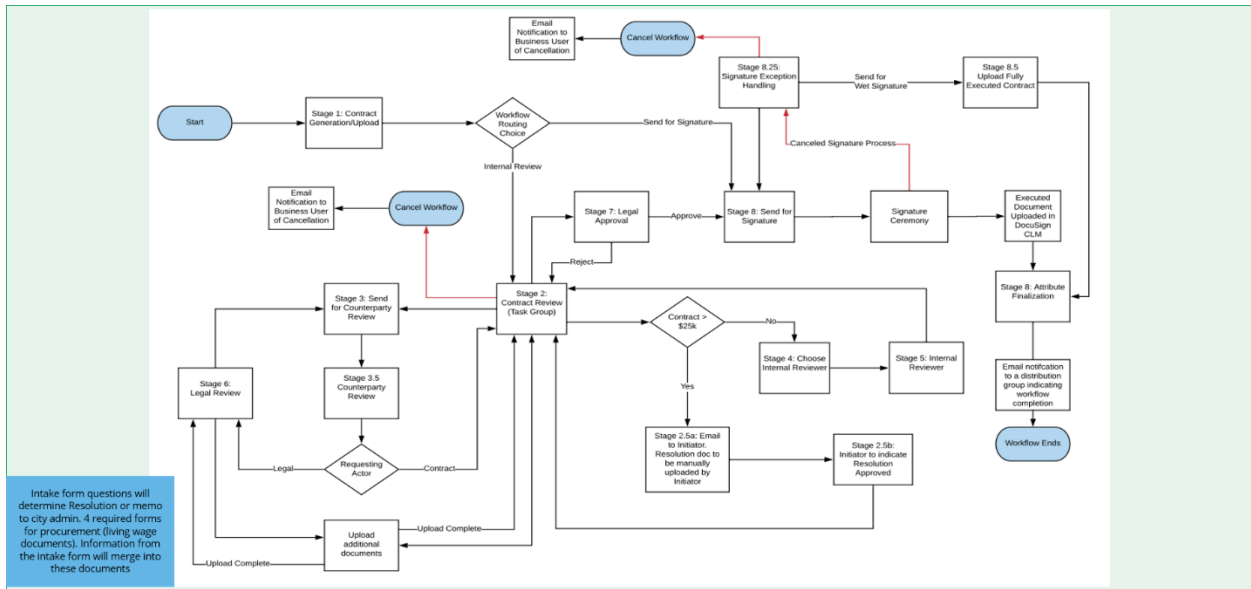Very truly yours,

DELOITTE TAX LLP   CITY OF ANN ARBOR

By: _____   By: _____

      Teju Deshpande   .
      Tax Principal

Date: _____

Exhibit 1

2020 Low Risk PSA

DELOITTE TAX LLP TERMS

Deloitte.

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USA

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December 8, 2021

Mr. Milton Dohoney Jr.
Interim City Administrator
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

Dear Mr. Dohoney:

Thank you for choosing Deloitte Tax LLP ("Deloitte Tax" or "our") to provide legal business services ("Services") for City of Ann Arbor and its subsidiaries and/or affiliates ("Client"). Deloitte Tax understands that the Services that are the subject of this letter (the "Engagement Letter") as described herein, including also the responsibilities of the respective parties in this engagement as set forth herein will be provided by Deloitte Tax to Client's Office of General Counsel ("Counsel") during the period through December 31, 2022.

As of the date of this Engagement Letter, Deloitte Tax's standard client acceptance procedures have not been finalized. Pending finalization of these procedures and notwithstanding anything herein to the contrary, Deloitte Tax reserves the right to terminate any Services that have commenced under the terms of this Engagement Letter.

This Engagement Letter does not commit Client to purchase any Services and does not commit Deloitte Tax to provide any Services. Client only becomes committed to purchasing, and Deloitte Tax only becomes committed to providing, Services when such Services are (i) requested by Client, and (ii) agreed to by Deloitte Tax in a Work Order (described below).

SCOPE OF SERVICES

As the specific Services Client wishes to engage Deloitte Tax to provide are identified, Client and Deloitte Tax will execute a separate work order ("Work Order") in the form of a Work Order as set forth in Exhibit A attached to this Engagement Letter (or a substantially similar form). Each of Client and Deloitte Tax acknowledge and agree that any and all Services set forth in a Work Order shall be subject to the terms and conditions of this Engagement Letter. The request for Services should reference this Engagement Letter and clearly describe the specific details of the Services Deloitte Tax will be engaged to provide pursuant to the Work Order (including scope of work, deliverables, timing, Client responsibilities and fees).

ACKNOWLEDGMENTS AND AGREEMENTS

Client acknowledges and agrees to the following:

(a) Each of Client and Deloitte Tax acknowledge and agree that Deloitte Tax does not engage in the practice of law and accordingly this engagement and the Services provided hereunder shall not be deemed to constitute the practice of law and any advice or recommendation provided should not be relied upon as, and does not constitute, legal advice.

(b) The personnel provided by Deloitte Tax to provide the Services will work directly under the supervision of Counsel who is responsible for the direction and control of their work.

(c) Each of Client and Deloitte Tax acknowledge that Deloitte Tax is not authorized to make decisions on Client's behalf and that the Services do not contemplate that Deloitte Tax will be empowered to make any decisions on Client's behalf

All rights and obligations of Deloitte Tax and Client described in this Engagement Letter will apply to each Work Order. In the event of any conflict or inconsistency between the terms of this Engagement Letter and the terms of any Work Order, the terms of this Engagement Letter shall control. Notwithstanding the immediately preceding sentence, in the event that a Work Order expressly provides that certain provisions therein shall control over specified provisions of this Engagement Letter, then, to the extent that such provisions of the Work Order conflict or are inconsistent with the specified provisions of this Engagement Letter, such provisions of the Work Order shall control. If a Work Order is not executed, as previously described, the terms of this Engagement Letter will apply to the Services provided.

FEES AND EXPENSES

Each Work Order will specify the fees, expenses and other charges payable for the Services.

ACCEPTANCE

This Engagement Letter, including all exhibits and Work Orders, together with the General Business Terms attached hereto and thereto, constitutes the entire agreement between Client and Deloitte Tax with respect to this overall contractual framework, supersedes all other oral and written representations, understandings or agreements relating to this framework, and may not be amended except by the mutual written agreement of the Client and Deloitte Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to our office. Your signature also constitutes acknowledgment of receipt of the attached Privacy Notice.

Thank you for giving Deloitte Tax the opportunity to serve you. If you have any questions regarding the Services described in this Engagement Letter, or any other assistance that Deloitte Tax may provide to you, please feel free to contact Teju Deshpande at +1.312.486.4292 or Mark Ross at +1.213.688.3288.

Very truly yours,

DELOITTE TAX LLP   CITY OF ANN ARBOR

By: _____   By: _____
       Teju Deshpande
       Tax Principal   Date: _____

Enclosures

cc: Jake Chase, City of Ann Arbor

DELOITTE TAX LLP – LEGAL BUSINESS SERVICES GENERAL BUSINESS TERMS

1. Contract and Parties.

(a) The engagement letter and any appendices and exhibits other than these General Business Terms ("Engagement Letter") issued by Deloitte Tax LLP ("Deloitte Tax") and addressed to the Client, a particular work order associated with such Engagement Letter ("Work Order"), if any, and these General Business Terms (together, the "Contract") constitute the whole agreement between the Client and Deloitte Tax in relation to the services, delivered work product (including Advice as defined below) described in the Contract to be provided by Deloitte Tax (the "Services") and Deloitte Tax's responsibilities for providing the Services. Capitalized terms not defined in these General Business Terms shall have the meaning given to them in the Engagement Letter.

(b) This Contract is between the Client and Deloitte Tax. For the purposes of this Contract:

"Client" shall mean the entity specified in the Engagement Letter and shall include such of the Client's subsidiaries and/or affiliates as identified in the Engagement Letter and/or Work Order or, if none is identified, all of the Client's subsidiaries and affiliates. The Client represents and warrants that it has the power and authority to (i) sign the Contract, and (ii) to bind, itself and its subsidiaries and/or affiliates.

"Advice" shall mean all advice, opinions, reports and other work product in any form (including Deliverables) provided by or on behalf of Deloitte Tax and/or its Subcontractors as part of the Services.

"Deliverables" means any and all tangible work outputs of the Services to be delivered by Deloitte Tax as part of the Services, including written returns, reports, documents and other materials.

(c) Deloitte Tax may subcontract any Services under this Contract to any other Deloitte Entity and/or to any other third party whether within or outside of the United States (collectively "Subcontractor"). The Client's relationship is solely with Deloitte Tax as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative.

(d) Deloitte Tax remains responsible to the Client for all of the Services performed or to be performed under this Contract, including Services performed by its Subcontractors. Accordingly, to the fullest extent possible under applicable law (i) none of the Deloitte Entities (except Deloitte Tax) will have any liability to the Client; (ii) the Client will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the Deloitte Entities (except Deloitte Tax); and (iii) the Client will also ensure that no Client subsidiary or affiliate which is not a party to the Contract brings any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the Deloitte Entities.

(e) "Deloitte Entities" means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its member firms and their respective subsidiaries and affiliates (including Deloitte Tax), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL, has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte

& Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL.

2. Responsibilities of the Client and of Deloitte Tax.

(a) Responsibilities of the Client

(i) The Client shall cooperate with Deloitte Tax and its Subcontractors in connection with the performance of the Services, including, without limitation, providing Deloitte Tax and its Subcontractors with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and third parties retained by the Client, for the timeliness, accuracy and completeness of all data and information (including all financial information and statements) provided to Deloitte Tax and its Subcontractors by or on behalf of the Client and for the implementation of any Advice provided. Deloitte Tax and its Subcontractors may use and rely on information and data furnished by the Client or others without verification. The performance of the Services is dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. Deloitte Tax and its Subcontractors shall be entitled to rely on all decisions and approvals of the Client.

(ii) The Client shall be solely responsible for, among other things: (A) making all management decisions, performing all management functions and assuming all management responsibilities; (B) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services; (C) evaluating the adequacy and results of the Services; (D) accepting responsibility for implementing the results of the Services; and (E) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The provisions in the preceding sentence are not intended to and do not alter, modify or change in any manner the duties and obligations of Deloitte Tax as agreed to and set forth in this Contract. With respect to the data and information provided by the Client to Deloitte Tax or its Subcontractors for the performance of the Services, the Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.

(b) Responsibilities of Deloitte Tax

(i) The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that the tax or other governmental or regulatory authorities or the courts will concur with any Advice. Any Services provided by or on behalf of Deloitte Tax will be based upon the law, regulations, cases, rulings, and other tax authority in effect at the time the specific Services are provided. Subsequent changes in or to the foregoing (for which Deloitte Tax shall have no responsibility to advise the Client) may result in the Services provided by or on behalf of Deloitte Tax being rendered invalid.

(ii) Except as specifically agreed to in writing, Deloitte Tax shall not provide Advice regarding the financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. Deloitte Tax shall have no responsibility to address any legal matters or questions of law, other than tax law in relation to the Services.

(iii) In formulating any Advice as part of the Services, Deloitte Tax may discuss ideas with the Client orally or show the Client drafts of such Advice. To the extent that the content of drafts or oral Advice are expected to be finalized and confirmed to the Client in writing, such confirmed Advice shall supersede any previous drafts or oral Advice and Deloitte Tax shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of any drafts or oral Advice.

(iv) Deloitte Tax will use its reasonable endeavors, acting in a commercially prudent manner, to carry out the Services in accordance with any timetable specified in the Contract. However, it is agreed that any dates specified in the Contract for the performance of any part of the Services, including delivery of any Advice, are estimated dates for planning purposes only. Deloitte Tax will notify the Client promptly if it expects or encounters any significant delays which will materially affect achievement of any timetable for delivery of the Services.

(v) Unless expressly agreed otherwise in writing, each item of Advice will be deemed accepted (and the Services or relevant part completed) when such Advice has been delivered in its final form and no material objection to the Advice or its content is notified by the Client to Deloitte Tax in writing within fourteen (14) days of delivery or when first use of the Advice is made by or on behalf of the Client, whichever occurs first.

3. Payment of Invoices.

Deloitte Tax's invoices are due and payable by the Client upon presentation. If payment of an invoice is not received within thirty (30) days of the invoice date ("Due Date"), Deloitte Tax reserves the right to charge interest at the rate of higher of (i) 1½% per month or, if higher, (ii) the rate mandated or allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its other rights or remedies, Deloitte Tax shall have the right to suspend or terminate the Services entirely or in part if payment is not received by the Due Date. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Deloitte Tax's income and property taxes. If any portion of an invoice is disputed, the Client shall notify Deloitte Tax within fifteen (15) days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date. Any adjustments to the timetable for delivery of the Services shall also adjust the timeframe for presenting an Invoice; due dates for Invoices shall be delayed to reflect any delays in performance.

4. Term.

(a) This Contract or any Work Order hereunder, may be terminated in whole or in part by either party at any time, without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination.

(b) Either party may terminate this Contract or any Work Order hereunder in whole or in part by written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract or any respective Work Order hereunder and, if the breach is capable of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach; (ii) the other party becomes insolvent or goes into liquidation; (iii) the other party has a resolution passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction); (iv) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; (v) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (vi) any event analogous to those set out in (ii) to (v) in any relevant jurisdiction.

(c) Deloitte Tax may terminate this Contract or any Work Order hereunder in whole or in part, with immediate effect upon written notice to the Client if Deloitte Tax determines that (i) a governmental, regulatory, or professional entity, or other entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte Tax's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of the Client or of its affiliates) so

that Deloitte Tax's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.

(d) Upon termination of the Contract or any Work Order hereunder for any reason, the Client will compensate Deloitte Tax in accordance with the terms of the Contract for the Services performed through the effective date of termination.

(e) Termination of any part of the Contract shall not affect the remainder of the Contract. These General Business Terms shall continue to apply to any Work Order in force that has not itself been terminated in accordance with the provisions of Paragraphs 4(a), (b) or (c).

5. **Ownership of Deloitte Property & Work Products.**

(a) To the extent that any property (whether tangible or intangible) of any Deloitte Entity is used or developed in connection with this Contract, such property, including work papers, shall remain the property of the relevant Deloitte Entity. Subject to payment of all of Deloitte Tax's fees due in connection with the Services and this Contract, the Client shall obtain a non-exclusive, non-transferable license to use any Advice for the purpose set out in the Contract (or in the Advice) and in compliance with the provisions of this Contract. Deloitte Tax shall have ownership (including, without limitation, copyright and other intellectual property ownership) of the Advice and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall ensure that it and its subsidiaries and/or affiliates do not assert or cause to be asserted against any Deloitte Entity any prohibition or restraint from so doing. Any intellectual property and other proprietary rights in the material and data provided by the Client for performing the Services shall remain the property of the Client.

(b) Deloitte Tax and its Subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge and ideas. Any Deloitte Entity may use and disclose such experience, skills, knowledge and ideas subject to the obligations of confidentiality set out in Paragraph 10.

(c) The Client shall also be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services, and for no other purposes, in accordance with and subject to the provisions of the licenses applicable to such Deloitte Technologies as notified by Deloitte Tax and agreed by the Client (acting reasonably). As between the Client and Deloitte Tax, and for the benefit of the respective Deloitte Entity owning the Deloitte Technologies, Deloitte Tax and/or the respective Deloitte Entity will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the Deloitte Technologies that are used or developed in connection with this Contract.

(d) "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any Deloitte Entity and used by Deloitte Tax and its Subcontractors in performing the Services or its other obligations.

6. **Limitations on Damages.**

(a) Deloitte Tax, shall not be liable to the Client for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the Contract ("Claims") for an aggregate amount in excess of the fees paid under the Contract, or the fees paid under a particular Work Order for Claims arising under such Work Order, by the Client to Deloitte Tax, for that part of the Services giving rise to the Claim except to the extent it is finally determined to have resulted primarily from the intentional fraud, intentional misconduct or bad faith of Deloitte Tax, any Deloitte Entity or any Subcontractor retained for providing the Services to the Client.

(b) In no event shall any Deloitte Entity (including Deloitte Tax and its Subcontractors) be liable whether in contract, tort or otherwise for any losses incurred as a result of loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense arising under or in connection with the Contract.

(c) In circumstances where all or any portion of the provisions of this Paragraph 6 are finally determined to be unavailable, the aggregate liability of Deloitte Tax, any other Deloitte Entity (including Subcontractors) and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

(d) Deloitte Tax's responsibility for the Services is solely toward the Client identified in the Contract or Advice to be entitled to rely on the Services, and not toward any other subsidiary or affiliate of the Client. If more than one Client subsidiary or affiliate is a party to the Contract or is identified in the Contract, Deloitte Tax's responsibility is solely toward the Client for whose benefit the Services were provided.

(e) The liability cap in Paragraph 6(a) applies in aggregate to each and all Claims which from time to time arise under or in connection with the Contract and the Services, whether such Claims are made at the same or different times or by the Client entity and/or other persons. The liability cap in Paragraph 6(a) also applies to any and all Claims against any other Deloitte Entities, including the Subcontractors, if and only to the extent that it is judicially determined that any of them have any liability under or in connection with the Contract or the Services.

(f)   If the liability exclusion for other Deloitte Entities provided in Paragraph 1(d) is for any reason not effective, then the limitations on liability provided for in this Paragraph 6 shall apply to the other Deloitte Entities (including Subcontractors) as if they were named therein.

(g) The provisions of Paragraph 6 shall not apply to any liability which by the governing law of the Contract is unlawful to limit or exclude.

7. Limitation on Warranties.

THIS IS A SERVICES AGREEMENT. DELOITTE TAX WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE AND SKILL. TO THE FULLEST EXTENT PERMITTED BY LAW, DELOITTE TAX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Force Majeure.

Neither party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

9. Intentionally Omitted.

10. Confidentiality.

(a) To the extent that, in connection with the Contract, Deloitte Tax comes into possession of any tax or other information related to the Services, trade secrets or other proprietary information relating to the Client which is either designated by the disclosing party as confidential or is by its nature clearly confidential ("Confidential Information"), Deloitte Tax shall not disclose such Confidential Information to any third party without the Client's consent. The Client hereby consents to Deloitte Tax disclosing such Confidential Information (i) to contractors providing administrative, infrastructure and other support services to Deloitte Tax as well as to any Deloitte Entity (including any Subcontractors) and their respective personnel, in any case, whether located within or outside of the United States, provided that such contractors and Subcontractors adhere to confidentiality obligations similar to those in this Paragraph 10; (ii) to legal advisors, auditors, and insurers; and (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with potential or actual mediation, arbitration or litigation. The obligation of confidentiality shall not apply to the extent such Confidential Information (A) is or becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of the default of Deloitte Tax; (B) becomes available to any Deloitte Entity on a non-confidential basis from a source other than the Client which Deloitte Tax reasonably believes is not prohibited from disclosing such Confidential Information to Deloitte Tax by an obligation of confidentiality to the Client; (C) is known by any Deloitte Entity prior to its receipt from the Client without any obligation of confidentiality; or (D) is developed by any Deloitte Entity independently of Confidential Information disclosed by the Client.

(b) The Client shall use the Advice, solely for the purposes specified in the Contract or Advice and, without limitation, shall not, without the prior written consent of Deloitte Tax, use any Advice for advertisement purposes. All Services are intended only for the benefit of the Client identified in the Contract or Advice as being entitled to rely on the Advice. The mere receipt of any Advice (or any information derived therefrom) by any other persons is not intended to create any duty of care, professional relationship or any present or future liability of any kind between those persons and Deloitte Tax.

11. Assignment.

Neither party may assign or otherwise transfer this Contract without the prior express written consent of the other, except that Deloitte Tax may assign any of its rights or obligations hereunder to any other Deloitte Entity and to any successor to its business with the written consent of Client. Neither party will directly or indirectly agree to assign or transfer to a third party any Claim against the other party arising out of this Contract.

12. Intentionally Omitted.

13. Electronic Communications.

(a) Except as instructed otherwise in writing, Deloitte Entities and the Client are authorized to receive properly addressed fax, e-mail (including e-mails exchanged via Internet media) and voicemail communication for both sensitive and non-sensitive documents and other communications concerning this Contract, as well as other means of communication used or accepted by the other. Deloitte Entities may also communicate electronically with tax and other authorities.

(b) It is recognized that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the internet or from access by any Deloitte Entity personnel to networks, applications, electronic data or other systems of the Client.

14. Other Clients.

Nothing in this Contract will prevent or restrict any Deloitte Entity, including Deloitte Tax, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in Paragraph 10 even if those other clients' interests are in competition with the Client. Also, to the extent that Deloitte Tax possesses information obtained under an obligation of confidentiality to another client or other third party, Deloitte Tax is not obliged to disclose it to any member of the Client, or use it for the benefit of the Client, however relevant it may be to the Services.

15. Staff.

Deloitte Tax and the Client each agree not to directly or indirectly solicit, employ or engage any personnel of the other party who within six (6) months of such action has been involved directly with the provision of the Services or otherwise directly connected with this Contract, except where an individual responds directly to a general recruitment campaign.

16. Destruction of Working Papers.

Deloitte Tax may retain copies of documents and files provided by the Client in connection with the Services for purposes of compliance with professional standards and internal retention policies. Any documents and files retained by Deloitte Tax on completion of the Services (including documents legally belonging to the Client) may routinely be destroyed in accordance with Deloitte Entities' policies applying from time to time.

17. Marketing Material & Use of Name.

Neither the Deloitte Entities nor the Client shall use the other's name, trademarks, service marks, logos, and/or branding in external publicity material without such other party's prior written consent.

18. Spreadsheets, Models and Tools.

In the course of providing the Services, Deloitte Tax may make reference to spreadsheets, models or tools (together "Models") that the Client provides to Deloitte Tax or requests Deloitte Tax to rely upon ("Client Models") or that Deloitte Tax otherwise uses in connection with the Services ("Deloitte Models"). All Models have limitations and may not produce valid results for all possible combinations of input data with the result that actual and potential errors are not detected. Unless otherwise expressly agreed in the Contract: (i) Deloitte Tax will not be responsible for reviewing, testing or detecting any errors in any Client Models; (ii) no Deloitte Model will be provided or treated as Advice; and (iii) where Deloitte Tax provides any Deloitte Model by way of explanation or illustration of any Advice, Deloitte Tax makes no representation, warranty or undertaking (express or implied) of any kind about the accuracy, suitability or adequacy of any such Deloitte Model for the Client's own needs.

19. Data Protection.

(a) Each party shall comply with its respective obligations under the applicable data protection laws to the extent that, in connection with the Contract and the Services, a party stores, processes and transfers any personal data to which data protection laws apply ("Personal Data").

(b)   The Client confirms that it has obtained all legally required authorizations to disclose and/or transfer any Personal Data to Deloitte Tax and its Subcontractors, including across borders and outside the territory of the European Economic Area ("EEA").

(c)   Deloitte Tax collects data directly from the Client, other Deloitte Entities, third parties and the data subject directly. Deloitte Tax may for purposes of the collection, use, storage or processing thereof, transfer the Client's and/or the data subject's Personal Data to: (i) an administrative contractor, including the use of cloud based solutions; (ii) another country for legitimate purposes; (iii) another Deloitte Entity.

20. Anti-corruption.

Deloitte Tax understands that the Client may be subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that person's actions in respect of the Client. Deloitte Tax may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviors. In providing the Services, Deloitte Tax undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behavior for the benefit of the Client, in each case, in violation of applicable law.

21. Counterparts and Language.

This Contract may be signed in any number of counterparts (whether such counterparts are original or fax or in the form of a pdf attachment to an e-mail). Each signed counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute one and the same instrument. Where there are versions of the Contract in the English language and another language, in the event of any discrepancies between versions, the English language version shall prevail.

The parties agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

22. Entire Agreement, Modification and Effectiveness.

Nothing discussed prior to execution of the Contract induced, nor forms part of, the Contract except to the extent repeated in this Contract. This Contract supersedes any previous agreement, understanding or communication, written or oral, relating to its subject matter. No variation to the Contract shall be effective unless it is documented in writing and signed by authorized representatives of both parties, provided, however, that the scope of the Services may be changed by agreement of the parties in writing, including by e-mail or fax. If Deloitte Tax has already started work (e.g., by gathering information, project planning or giving initial advice) at the request of the Client then the Client agrees that this Contract is effective from the start of such work.

The persons signing this Contract represent and warrant that they have express authority to sign this Contract on behalf of the party and agree to hold the other party harmless for any costs or consequences of the absence of actual authority to sign.

23. Survival and Interpretation and Third-Party Beneficiary.

(a)   Any provisions of the Contract which either expressly or by their nature extend beyond the expiration or termination of this Contract shall survive such expiration or termination.

(b) If any provision of the Contract is found by a court of competent jurisdiction or other competent authorities to be unenforceable, in whole or in part, such provision or the affected part shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. **Each of the provisions of the Contract or any Work Order shall apply to the fullest extent of the law, whether in contract, statute, tort (including without limitation negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation".

(c) Deloitte Entities are intended third-party beneficiaries of the Contract. Each such Deloitte Entity may in its own right enforce such terms, agreements and undertakings.

24. Governing Law and Submission to Jurisdiction.

This Contract, and all matters relating to it (including non-contractual obligations) shall be governed by, and construed in accordance with, the laws of the State of Michigan (without giving effect to the choice of law principles thereof). Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in Washtenaw County, Michigan. Subject to Paragraph 26, the parties hereby expressly and irrevocably: (i) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (ii) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in any such courts. Nothing in this paragraph will prevent either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy. **DELOITTE TAX AND THE CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THE CONTRACT.**

25. Dispute Resolution.

The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between senior management. If the matter is not resolved through negotiation, then either party may request that a good faith attempt is made to resolve the dispute or claim by participating in an Alternative Dispute Resolution ("ADR") procedure. Nothing in this paragraph prevent either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy.

26. Third Parties and Internal Use.

All Services shall be solely for the Client's informational purposes and internal use, and this engagement does not create privity between Deloitte Tax and any person or party other than the Client ("third party"). This engagement is not intended for the express or implied benefit of any third party. Unless otherwise agreed to in writing by Deloitte Tax, no third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other Services of Deloitte Tax. In the event of any unauthorized reliance, the Client agrees to indemnify and hold harmless Deloitte Tax and its personnel from all third-party claims, liabilities, costs and expenses.

27.   COMPLIANCE REQUIREMENTS

A. Compliance with Laws

Each party will comply, in all material respects, with laws and regulations to the extent applicable to it in its performance of its obligations under this Contract.

B. Nondiscrimination

In performing the Services, Deloitte Tax shall comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities.

C. Audit

Upon reasonable advance written notice, Client may audit, at its sole expense, billing and payment records for the fees and expenses incurred in performing the Services to the extent reasonably necessary to substantiate payment made under this Contract. Client may exercise such right once per calendar year during the term of the Contract. Records made available to Client under this paragraph may be redacted by Deloitte Tax to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy.

D. Insurance

Deloitte Tax shall purchase prior to commencing Services and shall maintain at its own cost and expense, in full force and effect during the term of this Contract, the following insurance coverages:

(a)   Worker's Compensation with statutory limits;

(b)   Employers Liability, with a minimum $1,000,000 limit of liability per occurrence;

(c)   Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability:

- $1,000,000 per occurrence limit for Bodily Injury
  and Property Damage; and
- $1,000,000 General Aggregate;

(d)   Automobile Liability, with a minimum combined single limit of liability of $1,000,000/accident covering all owned, non-owned and hired vehicles;

(e)   Professional Liability in the minimum amount of $1,000,000 per claim.

Deloitte Tax shall promptly upon Client's written request furnish a certificate or certificates of insurance to Client which evidence such coverages.

The Commercial General Liability and Automobile Liability policies will all include Client as additional insureds in connection with the activities contemplated by the scope of this Contract. All insurance policies shall be for primary coverage as respects this Contract.

The Worker's Compensation/Employer's Liability and Commercial General Liability policies will contain a waiver of subrogation in favor of the Client.

Deloitte Tax LLP Privacy Statement

Last revised: August 17, 2020

Introduction

This Privacy Statement explains what personal information we may collect about you in connection with our services engagement and how this personal information may be used and shared. This Privacy Statement also sets out your rights in relation to your personal information and tells you who you can contact if you have questions.

To whom does this Privacy Statement apply and what does it cover?

This Privacy Statement applies to Deloitte Tax LLP (also referred to as "Deloitte Tax", "we", "us", and "our"), an entity within the Deloitte Network. As used in this Privacy Statement, the "Deloitte Network" refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its network of member firms and their related entities. DTTL and each of its member firms are legally separate and independent entities. Please see deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

This Privacy Statement sets out how we will process your personal information as part of our provision of tax, social security and (in certain jurisdictions outside of the United States) immigration related services as may be relevant to you. Deloitte Tax is providing these services either under a direct contract with you or via a contract with another person (such as a company or a partnership or a trustee) who has asked us to provide the services.

Your personal information will be protected and handled with consideration for its confidentiality and Deloitte Tax will only disclose it as set out in the "To whom will we disclose your personal information?" section below.

In this Privacy Statement, we refer to handling, collecting, protecting and storing your personal information as "processing".

What personal information do we collect?

Deloitte Tax may collect personal information relating to you such as:

- name
- contact details (such as work or home address, email and phone numbers)
- date of birth
- government identifiers (such as social security number and passport details)
- financial information
- calendar data (where applicable)

In order to provide services to you, Deloitte Tax may receive and also need to process personal information about you that may be considered special category (or "sensitive") personal information (special category personal information is considered to include information about your health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data or sexual orientation). Special category personal information about you includes information that may be reasonably inferred from other information that we receive.

Where we receive special category personal information or other information from which special category personal information can be reasonably inferred, we will require explicit consent in order to process it.

How do we collect personal information?

Deloitte Tax may collect personal information about you in different ways:

- you may provide it directly to us
- we may obtain it because of the services that Deloitte Tax provides or has previously provided
- we may receive it from other members of the Deloitte Network or from third parties, such as your employer/partnership, or a tax authority and/or other relevant authority/administrative bodies
- we may observe or infer it from the information you provide to us and/or the way you interact with us

This personal information can be received in any manner, including in-person discussions, telephone conversations, and electronic or other written communications.

Without access to all the personal information that we need, we may be unable to provide or complete the services.

Where another party (such as a company or a partnership or any third parties acting on your or their behalf) provides your personal information to us, they must also comply with their obligations under the relevant privacy laws and regulations. If you believe that the entity for whom you work or a third party has not provided you with details of the personal information that it holds about you and/or has not obtained your authority to provide us with that personal information for processing as described in this Privacy Statement, then please contact such entity directly.

Disclosing personal information to us relating to third parties

If any personal information which you provide to us relates to any third party, for example a spouse or civil partner, individuals (including children) who depend on you financially, or a joint account holder or a beneficiary or trustee of a trust, then by providing us with their personal information you will need to ensure that you have obtained any necessary permissions from those persons to the use of their personal information in the way set out in this Privacy Statement, or you are otherwise permitted to give us this personal information. You should share a copy of this Privacy Statement with those other individuals before disclosing any personal information about them to us.

How do we use your personal information?

Deloitte Tax processes personal information about you to:

- establish or maintain our relationship with you
- provide services to you and/or family member(s) or to the entity that has engaged us to provide the services

We may also use your personal information for the purposes of, or in connection with:

- compliance with applicable legal, regulatory or professional requirements
- protecting our rights and/or property

On what basis do we process personal information about you?

This Privacy Statement sets out the grounds upon which we rely in order to process your personal information.

We may use your personal information for the purposes outlined above because:

(a) where relevant, we have a contract with you to provide services and processing your personal information is necessary for the performance of such contract;

or (b) we have a legitimate interest in processing your personal information, which may be to:

- provide services to you and/or to the entity that has engaged us to provide the services;
- support the management of our client engagements;
- evaluate, develop or improve our services or products; or
- protect our business interests.

or (c) we are subject to legal, regulatory or professional obligations.

To whom will we disclose your personal information?

In connection with one or more of the purposes outlined in this Privacy Statement, we may disclose your personal information to:

- other members of the Deloitte Network
- those with whom you have requested us to share information, such as your spouse or civil partner
- competent authorities, including courts and authorities regulating us or another member of the Deloitte Network, in each case to comply with legal, regulatory or professional obligations or requests
- vendors and administrative, support, infrastructure and other service providers handling your information on our behalf; in each case, such vendors and service providers will be contractually bound by confidentiality and privacy obligations consistent with the obligations in this Privacy Statement

Deloitte Tax LLP Privacy Statement

- third parties to whom we disclose information in the course of providing services to you or to the entity that has engaged us to provide the services

Any personal information that we have referenced above under "What personal information do we collect?" may be disclosed to the third parties identified in this section for the purposes set forth herein.

Please note that some of the recipients of your personal information referred to above may be based in countries or regions without data protection rules similar to those in effect in your area of residence. In such cases, adequate safeguards will be in place to protect your personal information.

For further details about the transfers described above and the adequate safeguards used by Deloitte Tax with respect to such transfers, please contact us using the details below.

Do we sell your personal information?

We do not sell your personal information.

How do we keep your personal information secure?

We have in place reasonable commercial standards of technology and operational security to protect your personal information from loss, misuse and unauthorized access, disclosure, alteration or destruction. Only authorized personnel, with appropriate awareness of privacy obligations, are provided access to your personal information.

How long will we keep your information?

We retain personal information as long as is necessary to fulfill the purposes identified in this Privacy Statement or (i) as otherwise necessary to comply with applicable laws or professional standards, or (ii) as long as the period in which litigation or investigations might arise in respect of our services.

What are your rights in relation to your personal information?

You have various rights in relation to your personal information. In particular, you have a right to:

- obtain confirmation that we are processing your personal information and request a copy of the personal information we hold about you
- ask that we update the personal information we hold about you, or correct such information that you think is inaccurate or incomplete

Depending on the jurisdiction in which you are located, you may also have the right to:

- ask that we delete personal information that we hold about you, or restrict the way in which we use your personal information
- withdraw consent to our processing of your personal information (to the extent our processing is based on your consent)
- ask us to stop or start sending you marketing messages at any time
- obtain and/or move your personal information to another service provider
- object to our processing of your personal information
- request that we provide the following information regarding the personal information we hold about you:
  - The categories and/or specific pieces of personal information we collected
  - The categories of sources from which personal information is collected
  - The business or commercial purpose for collecting personal information
  - The categories of third parties with whom we shared personal information

Where our processing of special category personal information is reliant on your consent and you withdraw that consent, we will cease processing the relevant information for the purposes of providing our services and the effect may be that we are no longer able to provide the services.

However, we may still retain a copy of the relevant information for as long as necessary to comply with applicable laws or professional standards, or as long as the period in which litigation or investigations might arise in respect of our services.

To exercise any of your rights under applicable law described above regarding your personal information, please complete our Personal Information Request Form (available at https://datasubject.deloitte.com/) or call us at this toll-free number **+1-844-919-0711**. When calling us, please provide your full name, mailing address and email address.

Applicable laws may also give you the right to lodge a complaint with a local supervisory authority related to this Privacy Statement. For individuals in the EU, you may contact your European or Swiss data protection authority regarding our processing of your personal information.

We will not discriminate against you for exercising any of your rights with respect to your personal information.

How do we verify your identity when you submit a data subject request?

For certain personal information requests, we must first verify your identity before processing your request. To do so, we may ask you to provide us with your full name, contact information, and relationship to Deloitte. Depending on your request, we may ask you to provide additional information. Once we receive this information, we will then review it and determine whether we are able to match it to the information Deloitte maintains about you to verify your identity.

How do we process third party requests?

If you are submitting a personal information request on behalf of someone other than yourself, please contact us at USPrivacyQuestions@deloitte.com and include proof that you are authorized to make the request. This may be in the form of a written authorization signed by the person whom you are acting on behalf of or a valid power of attorney.

Privacy Shield Notice

Deloitte LLP and its United States affiliates, including Deloitte Tax, adhere to the EU-U.S. and Swiss Privacy Shield Framework as set forth by the U.S. Department of Commerce with respect to personally identifiable information that is transferred from the European Economic Area, the United Kingdom and Switzerland to the United States within the scope of their Privacy Shield certifications. To learn more, see our Privacy Shield Notice (available at https://www2.deloitte.com/us/en/footerlinks1/privacy-shield.html?icid=bottom_privacy-shield).

Changes to this Privacy Statement

In addition to describing our current privacy practices, this Privacy Statement also describes the categories of personal information we collected, disclosed, or sold during the preceding 12 months. We may modify or amend this Privacy Statement from time to time at our discretion. When we make changes to this Privacy Statement, we will amend the revision date at the top of this page and the modified or amended Privacy Statement shall apply to you and your personal information as of that revision date. We encourage you to review the Privacy Statement on our website (available at https://www2.deloitte.com/us/en/footerlinks1/tax-privacy.html?icid=bottom_tax-privacy) periodically to be informed about how we are protecting your personal information.

Contact us

If you have any questions or concerns regarding this Privacy Statement or your personal information, please contact our data protection officer by email at USPrivacyQuestions@deloitte.com or call us at +1-844- 919-0711. Our European Union representative, Deloitte Tax EU Privacy Rep Limited, can be contacted by email at EURepresentative@deloitte.com.

DOCUSIGN MASTER SERVICES AGREEMENT

This DocuSign Master Services Agreement ("**MSA**") is made between DocuSign, Inc., a Delaware corporation ("**DocuSign**"), and the contracting party identified on the Order Form ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**", as of the date of last signature below (the "**MSA Effective Date**"). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms set forth in applicable DocuSign [Service Schedule(s) and Attachments](https://www.docusign.com/company/terms-and-conditions/msa-service-schedules) (located at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules), Order Form(s) and SOW(s), each of which become binding on the Parties and are incorporated into this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the effective date of the applicable Order Form or SOW, collectively referred to as the "**Agreement**", that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) is determined by the DocuSign Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

MSA Version: September 20, 2021

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1. [DEFINITIONS](#)

"**Account**" means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

"**Account Administrator**" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"**Affiliate**" of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.

"**Authorized User**" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer in Customer's Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the

Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in the Agreement and is accessing or using the DocuSign Services solely to support Customer's and/or Customer Affiliates' internal business purposes.

"**Confidential Information**" means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps, and pricing; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or its Affiliates that is provided in writing or orally and is designated as confidential or proprietary at the time of provision to the Party, including its Affiliates, receiving Confidential Information ("**Recipient**") (and, in the case of oral provision, summarized in writing and delivered to the Recipient within thirty (30) days of the initial provision), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the providing Party; and (d) the terms and conditions of the Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of the Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of provision without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the providing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"**Customer Data**" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Cloud Services or material provided by or on behalf of DocuSign.

"**Documentation**" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"**DocuSign Service(s)**" means the services provided by DocuSign under an Order Form or SOW, and may include software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

"**eDocument**" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Service by Customer for processing.

"**Indemnified Party(ies)**" means the Customer) being indemnified under Section 7 (Third-Party Claims), including its employees, directors, agents, and representatives.

"**Indemnifying Party(ies)**" means DocuSign.

"**Order Form**" means the order form provided by DocuSign that sets forth the pricing and the DocuSign Services selected by Customer.

"**Order Start Date**" means the start date of the applicable Order Form as defined in that Order Form.

"**Professional Services**" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("**SOW**").

"**Service Schedule**" means the service-specific terms and conditions applicable to the DocuSign Service(s).

"**System**" means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

"**Third-Party Services**" means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

2. **USAGE AND ACCESS RIGHTS**

2.1 **Right to Use.** DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. A Customer Affiliate may enter into an Order Form or SOW directly with DocuSign under this MSA by a mutually executed Order Form or SOW that references this MSA. In such event: (i) the Customer Affiliate will be bound by this MSA and will be fully responsible for its liabilities and obligations under the applicable Order Form or SOW; and (ii) all references to "**Customer**" in the Agreement will be deemed references to the Customer Affiliate set forth on the Order Form or SOW for purposes of defining the rights and obligations of the Parties hereunder.

2.2 **Restrictions.** Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in the Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in the Agreement;

(c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account by a direct competitor of DocuSign;

(d) reverse engineer, decompile, disassemble, or copy any of the DocuSign Services or technologies, or otherwise attempt to derive source code or other trade secrets or create any derivative works from or about any of the DocuSign Services or technologies, or use the machine-learning algorithm output generated from the DocuSign Services to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes, except pursuant to Customer's non-waivable rights under applicable law, without DocuSign's written consent;

(e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) fail to use commercially reasonable efforts to avoid interference with or disruption to the integrity, operation, performance, or use or enjoyment by others of the DocuSign Services;

(g) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(h) use, or allow the use of, the DocuSign Services in violation of Section 11.5 (Trade Restrictions).

2.3 **Suspension of Access.** DocuSign may suspend any use of the DocuSign Services or remove or disable any Account Customer Data that DocuSign reasonably and in good faith believes violates the Agreement. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) 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 (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4   Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or the Agreement. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3.   OWNERSHIP

3.1   Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit or store the Customer Data in order to provide the DocuSign Services to Customer or to disclose Customer Data, subject to the terms of Section 9.2 (Required Disclosure) below.

3.2   DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under the Agreement.

3.3   Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services ("**Feedback**"). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.2 (Assignability)), 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 except as provided in this Agreement. Customer shall ensure that: Customer has obtained requisite authorization from any Authorized User or other third party to grant the license described herein. For the avoidance of doubt, Feedback does not constitute Customer Confidential Information. DocuSign's right and license to use Feedback is expressly limited to concepts and ideas related to the improvement of DocuSign Services and does not include any right or license to use Customer's actual communications or Confidential Information. DocuSign may not use Feedback in a manner that identifies Customer, its Affiliates or Authorized Users, or Customer Data without written permission from Customer.

4.   SECURITY AND CUSTOMER DATA

4.1   Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance

with the Security Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

4.2   Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/data-protection-attachment, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

4.3   Usage Data. DocuSign may collect and use data, information, or insights generated or derived from the use of the DocuSign Services ("**Usage Data**") for its business purposes, including industry analysis, benchmarking, analytics, marketing, and developing, training and improving its products and services. DocuSign will deidentify and anonymize all Usage Data, and will disclose such Usage Data in aggregate form only in a manner that does not identify Customer, its Authorized Users, Customer Data, or Customer's Confidential Information.

5.   TERM AND TERMINATION

5.1   Term. The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "**Term**"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and the Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

5.2   Termination for Breach; Termination for Insolvency. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate the Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

5.3   Post-Termination Obligations. If the Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the DocuSign Services and related intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of the Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 5.3, 6.3, and 8 through 11 will survive.

6.   WARRANTIES AND DISCLAIMERS

6.1   DocuSign Service Warranties. DocuSign warrants that: (a) during the applicable Term, the DocuSign Services, when used as authorized under the Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; and (b)

DocuSign will use commercially reasonable efforts to ensure that the DocuSign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system. Customer's sole and exclusive remedy for any negligent breach of these warranties by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate the Agreement. If DocuSign intentionally or willfully breaches these warranties, then Customer shall have the right to pursue all available remedies at law or equity.

6.2   Mutual Warranties. Each Party represents and warrants that: (a) the Agreement has been duly executed by a person authorized to sign the Agreement and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution of the Agreement.

6.3   DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, DOCUSIGN: (A) MAKES NO 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, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE; EXCEPT FOR ITS WARRANTY AGAINST NON_INFRINGEMENT; AND (C) DOES NOT WARRANT THAT THE DOCUSIGN SERVICES ARE OR WILL BE ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

7.   THIRD-PARTY CLAIMS

7.1   By DocuSign. DocuSign will defend and, in accordance with Section 7.2 (Procedures), indemnify Customer's Indemnified Parties from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from: (i) any actual breach by DocuSign of specified security safeguards under the Agreement related to the DocuSign Services that results in the breach of its confidentiality obligations in Section 9 (Confidentiality); and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the DocuSign Services as authorized under the Agreement. Notwithstanding the foregoing, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

7.2   Procedures. The Parties' respective obligations in this Section 7 (Third-Party Claims) 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 being given full and complete control over the defense and settlement of the Claim, except that Indemnifying Party must keep Indemnified Parties apprised of and give Indemnified Parties reasonable opportunity to provide input on any proposed defense or settlement; and (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request. 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) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 7 (Third-Party Claims) and settled by the Indemnifying Party or with its approval. The Indemnifying Party shall not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

7.3   Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 7.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. The remedies set out in this Section 7 (Third-Party Claims) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

8.   LIMITATION OF LIABILITY

8.1   Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 7 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

8.2   Limitation of Liability. EXCEPT FOR: (A) THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 7 (THIRD-PARTY CLAIMS); (B) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (C) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

8.3   Independent Allocations of Risk. Each provision of the 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 Customer 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 the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

9.   CONFIDENTIALITY

9.1   Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of each 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 Affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those 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.

9.2   Required Disclosure. If Recipient is required by law to disclose Confidential Information provided by another Party, Recipient will give prompt written notice to the providing Party before making the disclosure, unless prohibited from doing so by legal or administrative process, and cooperate with the providing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Each Party shall bear its own costs and fees in any action seeking to prevent or limit disclosure of Confidential Information and no Party shall be required to take a position, make an argument, or produce any documents, evidence, or testimony in any administrative, judicial, or quasi-judicial proceeding that the Party reasonably believes to be contrary to law or that may subject the Party to civil or criminal liability.

9.3   Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information provided by another Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the providing Party. Nothing in the Agreement grants Recipient any right, title or interest in or to any of the providing Party's Confidential Information. Recipient's incorporation of the providing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

9.4   Remedies. Recipient acknowledges that any actual or threatened breach of this Section 9 (Confidentiality) may cause irreparable, non-monetary injury to the Party providing the Confidential Information, the extent of which may be difficult to ascertain. Accordingly, the providing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the providing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the providing Party to the disclosure, the Recipient, in the case of a breach of this Section 9 (Confidentiality), has the burden of proving that the providing 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 9 (Confidentiality).

10. GOVERNING LAW AND VENUE

10.1

The Agreement is governed by the laws of the State of Michigan, 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 Washtenaw County, Michigan, for the purposes of adjudicating any dispute arising out of the Agreement. To the extent permitted by law, choice of law rules, the 1980 U.N. 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 the Agreement.

10.2   To the extent allowed by law, the English version of the Agreement is binding, and other translations are for convenience only.

11. GENERAL

11.1   Relationship. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in the Agreement, nothing in the Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

11.2   Assignability. Neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its

debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

11.3 Notices. Any notice required or permitted to be given in accordance with the Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight 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. Each Party hereto expressly consents to service of process by registered mail. 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 11.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

11.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

11.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a)   Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in this Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b)   Customer represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at https://www.export.gov/article?id=Consolidated-Screening-List, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c)   Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates' or Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

11.6 Anti-Corruption. In connection with the DocuSign Services performed under the Agreement and Customer's use of the DocuSign Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

11.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "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 the Agreement 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 the Agreement 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 11.7 (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.

11.8 Publicity. Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Services unless the prior written consent of the other Party has been obtained, provided, however, that DocuSign may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the DocuSign Services.

11.9 Waiver. The waiver by either Party of any breach of any provision of the 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 the 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 the Agreement.

11.10 Severability. If any part of the Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

11.11 Entire Agreement. The Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under the Agreement. The Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under the Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. The Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. The Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

The below signatories are authorized to sign on behalf of their respective Party(ies) and to agree to the terms of this MSA and any documents incorporated herein as of the MSA Effective Date.

Customer   **DocuSign, Inc.**

Signature: Signature:

Name: Name:
Title: Title:
Date: Date:

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 in the same manner and subject to the same terms and conditions as in Section 9 of the Master Services Agreement.

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.

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than $1,000,000.

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

    $1,000,000   Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
    $2,000,000   General Aggregate
    $1,000,000   Personal and Advertising Injury

3. Cyber Liability in an amount not less than $1,000,000.00 per occurrence.

B. Insurance required under A.2 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.