

DOCUSIGN[®] RELYING PARTY AGREEMENT

v140201

PLEASE READ THIS RELYING PARTY AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE RELYING ON OR USING A DOCUSIGN ISSUED DIGITAL CERTIFICATE OR ANY INFORMATION IN THE DOCUSIGN REPOSITORY. YOU MUST NOT VALIDATE, RELY ON, OR USE A DOCUSIGN ISSUED DIGITAL CERTIFICATE BEFORE READING AND AGREEING TO THE TERMS OF THIS AGREEMENT AND READING AND UNDERSTANDING THE DOCUSIGN CERTIFICATION PRACTICE STATEMENT.

These terms and conditions set out in this Agreement govern the relationship between you (the “Relying Party”) and DocuSign, Inc. (“DocuSign”) with regard to the Relying Party’s (a) validation, reliance on or use of a Certificate and the information and Public Key contained within for the purpose of verifying a Digital Signature and decrypting a message set out in that Certificate; and (b) use of the Repository. By accessing a Certificate, the Relying Party consents to the terms and conditions in this Agreement and is deemed to have read and understood the CPS.

1. TERM OF AGREEMENT. This Agreement becomes effective when you access and/or use the Repository and access and/or rely upon a Digital Certificate in a manner set forth in the preamble above. This Agreement shall be applicable for as long as you use and/or rely on such DocuSign information.

2. DEFINITIONS. The following bolded terms shall have the respective meanings assigned to them below.

“CA (Certificate Authority)” means a certificate authority authorized to issue and revoke Digital Certificates.

“CP (Certificate Policy)” means a document that establishes the requirements for how a CA is to be governed, managed, and operated.

“CPS (Certification Practice Statement)” means a document that articulates specific procedures and practices that adhere to the CP-defined requirements for how a CA is to be governed, managed, and operated.

“Certificate Applicant” means a person who is applying for a digital certificate

“Certificate Chain” means the chain of Digital Certificates, which arises due to the issuing of a Digital Certificate by a Root Certification Authority to a Subordinate Certification Authority, and from a Subordinate Certification Authority to a Subscriber.

“Certificate Path” means an ordered list of certificates that is used to validate the signature on the document and that is composed of the Subscriber’s DocuSign Digital Certificate, a Sub-CA Digital Certificate, and the Root CA Digital Certificate.

“Cryptography” means the discipline which embodies principles, means and methods for the transformation of data in order to hide its information content, prevent its undetected modification and/or prevent its unauthorized use; (See ISO 7498-2)

“CSI” / “CRL” means DocuSign’s certificate status information relied upon to validate the digital signature generated on behalf of the Subscriber. For this DocuSign PKI, it is a CRL (Certificate Revocation List).

“Digital Certificate” / “Certificate” means an IETF (Internet Engineering Task Force) PKIX (Public Key Infrastructure X.509) RFC 5280 (Request for Comments) digitally formatted data structure that binds a Public Key to an identity.

“Digital Signature” means an electronic data file which is attached to or logically associated with other electronic data, and which identifies and is uniquely linked to the signatory of the electronic data. The Digital Signature is created in manner ensuring that control is limited to the signatory, and is linked in a way so as to make any subsequent changes that have been made to the electronic data detectable.

“DocuSign Service” means a SaaS (Software as a Service) offering, hosted and managed by DocuSign, which for the purposes of this document is the sole technology governing interactions between RPs (Relying Parties), SUBS (Subscribers), and CAs (Certificate Authorities).

"HSM (Hardware Security Module)" means a physical computing device that safeguards and manages digital keys for strong authentication and provides cryptographic processing.

"PMA (Policy Management Authority)" means an advisory group, comprised of DocuSign staff members, authorized by DocuSign to govern various aspects of the CA as outlined in the CP and CPS.

"Private Key" means a confidential electronic data file designed to interface with a Public Key and which may be used to create Digital Signatures.

"Public Key" means a publicly available electronic data file designed to mathematically bind with a Private Key and which may be used to verify Digital Signatures.

"RA (Registration Authority)" means a process within the DocuSign Service that ensures that the Subscriber validates Subscriber identity elements, locally determined and provided to the RA by the Relying Party.

"RP (Relying Party)" means a person or business entity that is requiring the Subscriber to digitally sign a document using the DocuSign Service.

"Repository" means a publicly available collection Digital Certificates and other information relating to Digital Certificates and which may be accessed via DocuSign's website.

"Root CA (Root Certificate Authority)" means a certificate authority like DocuSign that issues its own certificate. All certificates chain up to a Root CA, meaning they are issued by a Root CA, or by a CA whose certificate was issued by a Root CA, or by a CA whose certificate was issued by a CA whose certificate was issued by a Root CA, or any number of layers of CA's deep but terminating at a Root CA.

"RPA (Relying Party Agreement)" means a document, authored by DocuSign, which defines the legal relationship between DocuSign and all Relying Parties.

"Signing Engine" means a dedicated device used for the purpose of digitally signing documents. In the case of the DocuSign Service, the Signing Engine device is a CA, a key manager, and an HSM that will generate and store Subscriber Private Keys, manage Subscriber keys and digital certificates, and will use Subscriber Private Keys to sign documents.

"SUB (Subscriber)" means a person who is issued one or more Digital Certificates signed by DocuSign and who is capable of using, and is authorized to use, the Private Key that corresponds to the Public Key listed in the Digital Certificates at issue.

"SA (Subscriber Agreement)" means the agreement entered into between DocuSign and the Subscriber for the provisioning of a Digital Certificate

"Sub-CA (Subordinate Certificate Authority)" means a subordinate certificate authority like DocuSign or any third party appointed by DocuSign to act as a certification authority. It is a subordinate because it is issued by a Root CA or another Subordinate CA..

3. RELYING PARTY RESPONSIBILITIES. In consideration of being permitted access to and use of the Repository and access to, use of and reliance on a Digital Certificate, the Relying Party agrees to do the following prior to relying upon a Digital Certificate:

3.1 verify that the Digital Certificate was issued in accordance with the policies set out in the applicable CPS that governs the use of that Digital Certificate; and

3.2 check the CRL to ensure that the Digital Certificate is valid and operational; and

3.3 take any other steps that would be reasonable for the Relying Party to take in the given circumstances; and

3.4 comply with the policies and procedures set out in the CPS related to the Digital Certificate being relied upon.

4. DOCUSIGN RESPONSIBILITIES. DocuSign agrees to:

4.1 update the CRL by registering all revocations of Digital Certificates that have been made by DocuSign or notified to DocuSign by a Subscriber within the 24 hours immediately preceding the time of update in the CRL; and

4.2 follow the procedures for validating information in accordance with the level of warranty reflected in the Digital Certificate, as described in more detail at <https://trust.docusign.com/certificates>.

5. RELYING PARTY ACKNOWLEDGEMENTS. The Relying Party acknowledges and agrees that:

5.1 DocuSign will promptly update the CRL by publishing all Digital Certificate revocations.

5.2 The security or integrity of a (third party) Private Key which corresponds to a Public Key contained in a Digital Certificate may be compromised due to an act or omission of a third party which has not been authorized by DocuSign and the Relying Party agrees that DocuSign shall not be liable to the Relying Party for any losses suffered by the Relying Party as a result of such compromise.

5.3 DocuSign understands that the Relying Party relies upon authorization records, government records, third party business databases, domain name services, and Subscriber confirmation to validate information contained in Digital Certificates. The Relying Party agrees that DocuSign shall not be liable for loss suffered by the Relying Party as a result of inaccuracies or deficiencies contained in those records or databases or inaccurate information supplied by providers of domain name services or any other third party; and

5.4 DocuSign performs differing degrees of Subscriber validation of information in Digital Certificates depending on the level of warranty attached to the Digital Certificate and its intended use and the Relying Party agrees to take these factors into consideration when deciding whether or not to rely on a Digital Certificate.

5.5 DocuSign does not represent or warrant (i) the identity of any Subscriber or (ii) that the information validation procedures associated with any level of warranty attached to a Digital Certificate is sufficient to confirm or authenticate the identity of a Subscriber. DocuSign only warrants that the Digital Certificate and the Private Key were issued after DocuSign duly completed the validation procedures associated with the level of warranty reflected in the Digital Certificate. DocuSign will not independently test or audit to determine whether the Subscriber to whom a Digital Certificate and Private Key have been issued has kept the Digital Certificate and/or Private Key secure. DocuSign does not represent or warrant that the Digital Certificate or Private Key cannot be accessed or employed by a person other than the Subscriber to whom they were issued.

6. REPOSITORY. The Repository is made on as "as is" and "as available" basis over publicly accessible networks and DocuSign cannot be responsible for any failures in such network that may cause the Repository to be unavailable. DocuSign excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or close the Repository without notice at any time.

7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOCUSIGN DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN MAKES NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT, AND NO WARRANTY THAT THE SOFTWARE OR DOCUSIGN'S EFFORTS WILL FULFILL ANY OF SUBSCRIBER'S PARTICULAR PURPOSES OR NEEDS.

8. LIMITATION OF LIABILITY.

8.1 This Section 8 applies to liability under contract (including under any indemnity or breach of

warranty), in tort (including negligence), under statute or otherwise for non-compliant usage of the certificate(s), the associated Private Keys, the revocation status information or any other hardware or software provided, and any consequential, incidental, special, or exemplary damages arising out of or related to this Agreement, including, but not limited to, loss of data, lost profits or loss of business.

8.2 If you initiate a claim, action, suite, arbitration, or other proceeding relating to this Agreement, to the extent permitted by applicable law, DocuSign shall not be liable for: (i) any loss profit, loss of data, business contracts, revenue or anticipated savings, or (ii) any indirect or consequential loss or punitive damages arising from or in connection with the use, delivery, license, and performance or non-performance of certificates or digital signatures, or (iii) any liability incurred in any case if the error in such verified information is the result of fraud or willful misconduct of the Relying Party.

8.3 DocuSign's total aggregate liability of any kind arising out of or relating to this Agreement and sustained by Relying Parties concerning Digital Signatures, transactions or Digital Certificates will not exceed five hundred dollars (\$500.00 USD). The Liability limitations provided in this subsection 8.3 shall be the same regardless of the number of Digital Signatures, transactions, or claims related to such Digital Certificate.

9. THIRD PARTY CLAIMS.

9.1 You agree to indemnify DocuSign, and its employees, directors, agents, and representatives from, and defend the indemnified parties against, any and all third party claims to the extent arising from or related to: (a) your failure to perform the obligations of a Relying Party in accordance with this Agreement; (b) your reliance on a Digital Certificate that is not reasonable under the circumstances; or (c) your failure to check the status of a Digital Certificate to determine if the Digital Certificate is expired or revoked.

9.2 Procedures. DocuSign will promptly notify you of any such claim, except that the failure to provide prompt notice will only limit your indemnification obligations to the extent you are prejudiced by the delay or failure; (b) you will have full and complete control over the defense and settlement of the claim; (c) DocuSign will provide assistance in connection with the defense and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of DocuSign), as you may reasonably request; and (d) DocuSign's compliance with any settlement or court order made in connection with the claim. You will indemnify DocuSign against: (i) all damages, costs, and attorneys' fees finally awarded against DocuSign with respect to any claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by DocuSign in connection with the defense of the claim (other than attorneys' fees and costs incurred without your consent after you have accepted defense of such claim); and (iii) if any Claim arising under this Section 9 is settled by you or with your approval, then you will pay any amounts to any third party agreed to by you in the settlement of any such claims.

9.3 The terms of this Section 9 will survive any termination of this Agreement.

10. MODIFICATIONS TO RELYING PARTY AGREEMENT. DocuSign may (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein at any time. Any such change will be binding and effective fourteen (14) days after publication of the change on DocuSign's website at <https://trust.docusign.com/certificates>, or upon notification to you by e-mail. By continuing to use your DocuSign Certificate(s) after the date on which the terms of this Agreement have changed, DocuSign will treat your use of the Certificate(s) as acceptance of the updated terms. Except as expressly specified herein, this Agreement may only be amended or modified by a writing signed by a DocuSign Policy Management Authority (PMA).

11. GENERAL PROVISIONS.

11.1 Entire Agreement. This Agreement is the final and complete expression of the agreement between the parties with respect to the transactions contemplated and supersedes all previous oral and written communications regarding such matters. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, or the Agreement, which shall remain valid and enforceable according to its terms.

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

11.3 Assignability. Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at DocuSign's option.

11.4 Notices.

To DocuSign: Any notice required or permitted to be given to DocuSign in accordance with this Agreement will be effective only if it is in writing and sent using: (a) the DocuSign Subscription Service; (b) by certified or registered mail; or (c) insured courier, to DocuSign, Inc., Attention: Policy Management Authority (pma@docusign.com, 1301 Second Avenue, Suite 2000, Seattle, WA 98101. DocuSign may change its address for receipt of notice by notice to Relying Party through a notice provided in accordance with this Section. Notices are deemed given upon receipt if delivered using the DocuSign Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

To Relying Party: Any notice, request, instruction or other document to be given to the Relying Party under this Agreement shall be posted on DocuSign's website, situated at <https://trust.docusign.com/certificates> in the section "Repository" and shall be deemed to have been served at the time of entry of the notice on DocuSign website.

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

11.6 Mandatory Arbitration. Except for claims arising under this Agreement: (a) for breach of either party's obligations with respect to Confidential Information; (b) arising out of the indemnity obligations specified in Section 10; and (c) for injunctive relief, any dispute, claim or controversy arising out of or related to this Agreement or the performance, enforcement, breach, termination, validity or interpretation thereof, including the determination of the scope or applicability of this Agreement to arbitrate, that cannot be resolved through good faith discussions between the parties within a reasonable period of time (not to exceed 30 days), will be settled by binding arbitration conducted before one arbitrator. The arbitration shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"). Either party may submit the matter to arbitration. Such disputes will be resolved by the arbitrator as determined under the JAMS Rules. Unless otherwise agreed to by the parties, the arbitration will be held in the home jurisdiction of the party against whom arbitration is initiated. Each party will bear its own expenses in the arbitration and will share equally the costs of

the arbitration; provided, however, that the arbitrator may, in its discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

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

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