DATA PROTECTION ATTACHMENT for DOCUSIGN SIGNATURE

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This Data Protection Attachment for DocuSign Signature ("**DPA**") is incorporated into and made part of the Service Schedule for DocuSign Signature (https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature) and governs the Processing of Personal Data by DocuSign as a Processor on behalf of Customer or Customer Affiliates, as applicable. Unless otherwise defined in this DPA, capitalized terms will have the meaning given to them in the Agreement.

1. **DEFINITIONS.**

    General. The terms "Personal Data," "Personal Data Breach," "Process/Processing," "Controller," "Processor," "Subprocessor," and "Data Subject" have the meanings ascribed to them under the General Data Protection Regulation; provided that the term "Personal Data" as used herein only applies to Personal Data for which DocuSign is a Processor.

    "**EEA**" means the European Economic Area.

    "**General Data Protection Regulation**" or "the **GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

    "**Processor Privacy Code**" or "**Processor Code**" means DocuSign's processor binding corporate rules for the Processing of Personal Data, the most current version of which is available on DocuSign's website, available at https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/.

2. **DATA PROCESSING AND PROTECTION OF PERSONAL DATA.**

2.1. **Scope of Data Processing.** The duration of the Processing of Personal Data will be the same as the duration of the Agreement, except as otherwise agreed to in writing by the parties. The subject matter of the Processing of Personal Data is set out in the Agreement and this DPA. The nature and purpose of the Processing of Personal Data involve the provision of the DocuSign Signature service to Customer, as set out in the Agreement and this DPA.

2.2. **Data Processing Limitations.** With respect to Personal Data Processed by DocuSign or DocuSign Affiliate as a Processor on behalf of Customer or Customer Affiliate or as a Subprocessor where Customer Processes such Personal Data on behalf of its customers (or both), DocuSign will: (a) Process Personal Data only as necessary to provide the Services in accordance with the terms of the Agreement or as instructed by Customer in writing, including in electronic form, and consistent with the terms of the Agreement; and (b) not disclose Personal Data to third parties except: (i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA or (ii) as required to comply with valid legal process in accordance with the terms of the Agreement. If DocuSign has reason to believe Customer's instructions infringe the GDPR or other EEA data protection provisions, then DocuSign will immediately notify Customer.

2.3. **Assistance to Customer and Regulatory Investigation.** Upon written request, DocuSign will provide reasonable assistance and information to Customer in fulfilling any legal obligations that Customer may have under the GDPR regarding data protection impact assessments, data and systems inventory, records of Processing, and related consultations of data protection authorities, or in the event of an investigation by any governmental authorities, if and to the extent that such investigation relates to Personal Data

Processed by DocuSign in accordance with the Agreement. Such assistance will be at Customer's sole expense, except where such an investigation was required due to DocuSign's failure to act in accordance with the Agreement.

2.4. **Transfers of Personal Data from EEA.** In providing the DocuSign Signature service, DocuSign may transfer and access Personal Data to and from other countries where DocuSign has operations or Subprocessors, or as otherwise required by applicable law. DocuSign's Processor Privacy Code and the additional terms in this Section 2.4 will apply to DocuSign's Processing of Personal Data on Customer's behalf as a data processor in providing the DocuSign Signature service, where such Personal Data is: (i) subject to any restriction under the GDPR or other applicable EEA data protection laws regarding outbound transfers of Personal Data, and (ii) Processed by DocuSign in a country outside of the EEA. The most current version of the Processor Code is available on DocuSign's website, currently located at https://trust.docusign.com/en-us/trust-certifications/gdpr/bcr-p-processor-privacy-code/, and the terms of the Processor Code are incorporated by reference into this DPA. Capitalized terms used but not defined in this Section 2.4 have the meanings set forth in the Processor Code. DocuSign will make commercially reasonable efforts to maintain the EU authorization of its Processor Code for the duration of the Agreement and will promptly notify Customer of any subsequent material changes in the EU authorization of its Processor Code. DocuSign will at all times remain solely liable to Customer or Customer Affiliate for DocuSign's obligations (and those of its Affiliates, if any) under this DPA, and in no event will any other DocuSign Affiliate owe liability to Customer or Customer Affiliate under this DPA, except where and to the extent required by applicable law.

3. **CUSTOMER RESPONSIBILITIES.** Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities of DocuSign Signature that Customer may elect to use and that it will do so in such manner that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. DocuSign will be entitled to rely solely on Customer or Customer Affiliate's instructions relating to Personal Data Processed by DocuSign. Customer is responsible for coordinating all communication with DocuSign under this DPA, including, without limitation, any communication in relation to this DPA on behalf of its Affiliates.

4. **INFORMATION SECURITY.** DocuSign will safeguard Personal Data with appropriate technical, physical, and organizational measures as described more fully in the Processor Code and the Agreement for the provision of the DocuSign Signature service. The parties agree that the audit reports and audit rights provided under the Processor Code and Agreement will be used to satisfy any audit or inspection requests by or on behalf of Customer and to demonstrate compliance with applicable obligations of DocuSign under this DPA.

5. **PERSONAL DATA BREACH.** DocuSign will notify Customer without undue delay if DocuSign becomes aware of a Personal Data Breach affecting the Personal Data. Taking into account the nature of Processing and the information available to DocuSign, DocuSign will assist Customer at Customer's request and at Customer's expense in complying with Customer's notification obligations regarding Personal Data Breaches as required by the GDPR.

6. **DATA PRIVACY CONTACT.** DocuSign's data privacy officer can be reached at the following address:

DocuSign, Inc.
Attn: Chief Privacy Officer
221 Main Street, Suite 1000
San Francisco, CA 94105

7. **DATA SUBJECT RIGHTS – ACCESS, CORRECTION, RESTRICTION, AND DELETION.** Taking into account the nature of the Processing, DocuSign Signature provides functionality to assist Customer by appropriate technical and organizational measures, insofar as this is possible, to access, correct, amend, restrict, or delete Personal Data contained in DocuSign Signature to address requests by a Data Subject under the GDPR. To the extent Customer, in its use of DocuSign Signature, is not familiar with DocuSign Signature functionality that may be used for these purposes, DocuSign will provide Customer with additional

Documentation or customer support assistance to educate the Customer on how to take such actions in a manner consistent with the functionality of DocuSign Signature and in accordance with the terms of the Agreement. If DocuSign receives any request from any Data Subject to access, correct, restrict, or delete Personal Data, DocuSign will advise such Data Subject to submit its request to Customer and Customer will be responsible for responding to any such request using the functionality of DocuSign Signature.

8. **SUBPROCESSORS.** DocuSign may engage Subprocessors to provide parts of DocuSign Signature, subject to the restrictions of the Agreement and this DPA. DocuSign will ensure that Subprocessors Process Personal Data only in accordance with the terms of this DPA and that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required by this DPA. Before appointing any new Subprocessors, DocuSign will inform Customer of the appointment (including the name and location of such Subprocessor and the activities it will perform) either by electronic mail, via DocuSign Signature, or by publication to a DocuSign website provided to Customer prior to any appointment. Customer may object to DocuSign's appointment by giving written notice to DocuSign within thirty (30) days of being informed by DocuSign of such appointment, and if, within thirty (30) days of DocuSign's receipt of Customer's objection, DocuSign fails to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed Subprocessor, Customer may, as its sole and exclusive remedy, terminate any DocuSign Signature services to which this DPA applies.

9. **RETURN OR DISPOSAL.** Prior to termination or expiration of the Agreement for any reason, Customer may retrieve Personal Data processed by DocuSign Signature in accordance with the terms of the Agreement, and at Customer's request provided in writing to DocuSign, DocuSign will promptly return or delete Personal Data from DocuSign Signature, unless applicable law requires storage of the Personal Data.

10. **OWNERSHIP.** DocuSign acknowledges that it has no ownership rights in Personal Data.

DocuSigned by:

Warren Bauder

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Warren Bauder

Chairperson
July 28, 2020

DocuSigned by:

Anthony Rea

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Anthony Rea

Sr. Director, Revenue Operations
July 27, 2020

DocuSigned by:

Tanya Roberts

6B39670C9243456...
Tanya Roberts

Business Manager
July 27, 2020