



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/20/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

CDW Government LLC

***Project Title/Description:**

DocuSign Electronic Signatures and Workflow

***Purpose:**

Award: DO-IT-23-14929. The Statement of Work under this Delivery Order is effective December 20, 2022, under which CDW and DocuSign will implement the software for Pima County departments and elected officials to implement secure electronic signatures on documents and associated workflows, with audit trails and tracking. The fees associated with this SOW shall not exceed \$621,745.00 (including sales tax), the total amount of which is available under CDW Government LLC contract MA-PO-17-071. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, on 10/18/2016, the Board of Supervisors approved the use of National Association of State Procurement Officials ("NASPO") and the State of Arizona Contract No. ADSPO-130652, for the purpose of purchasing third-party software to be used by Pima County departments in the execution of their duties. The use of the acquired third-party software often requires the County and the third-party vendor to agree to a statement of work to implement the software, and/or to enter into an ancillary licensing agreement.

PRCUID: 232781

Attachment: Scope of Work Package.

***Program Goals/Predicted Outcomes:**

Forms and documents which are required to transact business with Pima County elected officials and departments can be more efficiently, securely and effectively processed electronically when e-signatures and targeted workflows are implemented to route and obtain approvals. Internal Pima County documents can be processed electronically, reducing printer, scanner and storage costs and improve efficiency of staff.

***Public Benefit:**

Initial savings of at least \$570k per year in reduction of procedural costs related to physical signatures. Greater public access to process forms online without the need for physical paper documents. Improved workflow tracking for signed documents.

***Metrics Available to Measure Performance:**

Tracking of savings as printing, mail distribution, storage and archiving requirements for paper documents is reduced.

***Retroactive:**

No.

To: COB 12-15-2022⁽¹⁾ Addendum
PGS: 27
Vers: DO

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: DO Department Code: IT Contract Number (i.e., 15-123): 23-14929
Commencement Date: 12/20/2022 Termination Date: 04/07/2023 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 621,745.00 * ☐ Revenue Amount: \$ N/A

*Funding Source(s) required: 6013 – IT Computer Hardware/Software

Funding from General Fund? ☐ Yes ☒ No If Yes \$ N/A % N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster
Date: 2022.12.14 09:07:08 -07'00'

Division Manager, Ana Wilber

Digitally signed by Ana Wilber
Date: 2022.12.14 09:07:59 -07'00'

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer
Date: 2022.12.14 12:58:13 -07'00'

Telephone: 520.724.8728

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: 12/14/2022

County Administrator Signature: _____

Date: 12/14/2022

DOCUSIGN PURCHASE

CDW SCOPE OF WORK PACKAGE

1. CDW Quote NCMT594 (3 pages)
2. CDW Scope of Work for DocuSign Implementation (10 pages)
Filename reference on quote: **PIMACOUNTY_CDW-G_CSOW_81376_V3CDW SOW for Implementation**
3. CDW Letter (dated 12/07/2022) accepting Israel Boycott Certification and Forced Labor of Ethnic Uyghurs language (2 pages)
Filename reference on quote: **Pima County CDW Signed form agreeing to Israel Boycott and Forced Labor of Ethnic Uyghurs**
4. DocuSign Master Services Agreement for Public Sector Resale Customers (10 pages)
Filename reference on quote: **Complete_with_DocuSign_Resale_Master_Service**
5. DocuSign Letter (dated 11/29/2022) accepting Israel Boycott Certification and Forced Labor of Ethnic Uyghurs language (1 page)
Filename reference on quote: **Complete_with_DocuSign_Pima_County_itr_1129p**



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

SOFTWARE ADMINISTRATOR,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCMT594	11/22/2022	DOCUSIGN	11713396	\$621,745.00

IMPORTANT - PLEASE READ

Special Instructions:

- Reference PIMACOUNTY_CDW-G_CSOW_81376_V3CDW SOW for Implementation
- Please see Pima County CDW Signed form agreeing to Israel Boycott and Forced Labor of Ethnic Uyghurs
- Please see Complete_with_DocuSign_Pima_County_itr_1129p Reference PIMA COUNTY. November 29, 2022 terms and conditions relating to the purchase order between CDW and Pima County as applicable to this agreement.
- Please see Complete_with_DocuSign_Resale_Master_Service.pdf Reference DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS. CDWG SVAR Agreement supersedes DocuSign Master Services Agreement for Public Sector Resale Customers where applicable.
- Order Special Terms: Customer may elect to purchase the same functionality with the same number of Seats and/or Envelopes listed as estimated usage on this Order Form at the same annual fee plus 7%.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>DOCUSIGN PLATFORM ED ENV SUB</u>	1	7075781	\$515,000.00	\$515,000.00
Mfg. Part#: APT-0044-2 Platform Includes : <ul style="list-style-type: none">- Enterprise Pro for Gov- DocuSign Retrieve- ID Verification (10,000)-SMS Delivery (50,000)- Enterprise Premier Support- SMS Delivery - US/CAN- Single Sign-On Implementation Services Start Date: 12/22/2022 End Date: 12/21/2023 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)				
<u>DOCUSIGN CUSTOM ENGAGEMENT P HR SVC</u>	326	6515247	\$190.00	\$61,940.00
Mfg. Part#: APT-0372 Custom Engagement - Per Hour Start Date: 12/22/2022 End Date: 12/21/2023 Electronic distribution - NO MEDIA Contract: Arizona NVP Software - Local Agencies and HiEd (ADSP017-149774)				

SUBTOTAL	\$576,940.00
SHIPPING	\$0.00
SALES TAX	\$44,805.00
GRAND TOTAL	\$621,745.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: PIMA COUNTY FINANCE & RISK MGMT. ACCOUNTS PAYABLE PO BOX 791 TUCSON, AZ 85702-0791 Phone: (520) 351-4737 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: PIMA COUNTY INFORMATION TECHNOLOGY 150 W CONGRESS ST FL 6 TUCSON, AZ 85701-1317 Phone: (111) 111-1111 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Chris Anderson | (877) 570-2643 | chrande@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



STATEMENT OF WORK

Project Name:	DocuSign Custom Engagement	Seller Representative: Mike Garza +1 (847) 371-7116 mikgarz@cdwg.com
Customer Name:	PIMA COUNTY	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Carahsoft Technology Corp	Solution Architect:
Date:	December 12, 2022	
Drafted By	Angela Tran	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and PIMA COUNTY (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Contract Amendment No. 144228 for NASPO ValuePoint Software Value Added Reseller Master Agreement No. ADSPO 16-130652 between the City of Phoenix, through its Finance Department / Procurement Division, and CDW Government LLC dated the 8th day of April 2021(the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

EXECUTIVE OVERVIEW

Provider will partner with Customer on their enterprise-wide deployment of eSignature, initially prioritizing the Assessor’s Office as well as 6 other departments. This implementation will include recommendations and best practices on account set-up to ensure Customer is set-up for long term success and growth. Provider will leverage Customer Success Architects (CSAs), Product Consultants for building use case templates, as well as Technical Consultants as needed to facilitate use case and department prioritization, use case deployment, and building a Center of Excellence to aid enterprise-wide adoption (including training recommendations).

Hours listed in Description of Services are an estimated breakdown of how the service hours will be distributed during this engagement.

DESCRIPTION OF SERVICES (“**PROJECT**”)

INITIATION, DISCOVERY & DESIGN (8 HOURS):

Includes hours to complete the following:

- Pre-project kickoff meeting in conjunction with Customer.
- Use Case requirements gathering and discovery workshop(s) with Customer IT and business stakeholders to collect detailed functional and technical requirements.
- Draft project plan and document use case requirements and design to implement the future state landscape that is agreed to by both parties.

-
- Advisory Services:
 - Strategic services to identify, prioritize, develop and deploy use cases across Customer's organization by:
 - building a "roadmap to success" based on identified high-level use cases with envelope usage;
 - advising on proof of concepts that showcase new approaches to utilizing DocuSign;
 - determining each use case's requirements for successful implementation;
 - assisting Customer with implementation of identified and prioritized use cases by introducing Provider SMEs, including technical and administrative requirements; collaborating with Customer Project Manager(s) to identify stakeholders and form teams for complete individual site or business unit implementations;
 - managing and resolving scope-expanding topics such as customizations, enhancement requests, and implementation issues
 - Establishing a centralized Center of Excellence (CoE) to aid enterprise-wide adoption.
 - Measuring, analyzing, and presenting project and program success metrics and ROI analyses to appropriate stakeholders within Customer's organization.

BUILD & CONFIGURE:

Includes hours to complete the following:

- Template Configuration & Advisory:
 - **Assessor's Office:** Provider will build and configure templates for Assessor's Office, starting with prioritized forms. Provider will build to Assessor's Office requirements and provide best practice recommendations on workflow/template set-up to ensure the most efficient process (266 hours)
 - Appeals use cases are priority
 - **BOSAIR Process:** Provider will build and configure templates for BOSAIR (7 hours)
 - **12 Additional Departments:** Strategic support and guidance for how to deploy across 12 additional departments – "Quick Start" plan developed by CSA (30 hours, can be divvied up across departments as needed; additional hours may be purchased by departments if they require more support)
 - This includes guidance on how to build templates and best practices on workflows
 - Could include Office Hours or Train the Trainer approaches to ensure other departments are successful
 - Build foundation for future department rollouts
- System Integration & DocuSign API Advisory:
 - Assessor's Office would like to automatically push completed documents/data to their repository; Provider will provide API advisory support to facilitate this requirement (15 hours)

TEST:

Includes hours to complete the following:

- Unit & QA Testing
- End-to-End Testing Support
- User Acceptance Testing (UAT) Support

KNOWLEDGE TRANSFER TO PROJECT TEAM:

Includes hours of Product Overview for the Project Team

- DocuSign Basic Concepts
 - DocuSign Web Console
 - DocuSign Template Creation
 - DocuSign Bulk Sending
- DocuSign Advanced Tools Concepts
 - DocuSign Retrieve
 - DocuSign Connect
 - DocuSign API Toolkit

DEPLOY & CLOSURE:

Includes hours of:

- Deployment planning support
- Deployment support

- Go-Live support
- Technical Support Handoff
- Includes hours of post Go-Live support

PROJECT ITEMS/SERVICES PROVIDED:

Items/Services Provided	Description
Project Plan	A project timeline and plan will be jointly created by Provider and Customer Project Managers that includes tasks/activities, resource ownership, and target start/end dates.
Deployment from Sandbox to Production	Provider will assist Customer with deploying the customized solution built as part of this SOW into a Production.
Support Handoff Document	Provider will create a handoff document that will outline the customized solution built as part of this SOW and it will be distributed to Provider Technical Support team.

OUT OF SCOPE SERVICES:

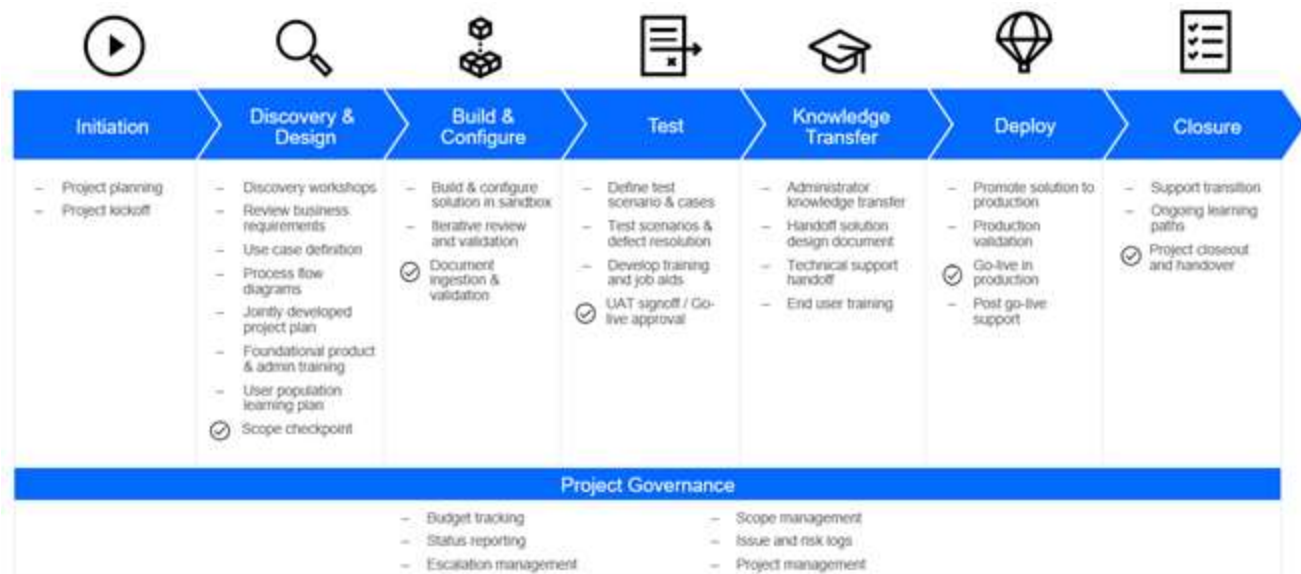
1. Provider will be responsible for system integration and DocuSign API advisory only.

GENERAL ASSUMPTIONS

1. Customer has and at all relevant times will maintain any necessary license rights for any underlying DocuSign products or services to execute the items within this SOW.
2. At the conclusion of the discovery and design, Customer and Provider will jointly determine what work will be assigned to each team to ensure Provider's work effort will remain within the SOW budget. Should Customer require Provider to complete additional work that exceeds the budget within this SOW, Carahsoft will issue a Change Order to Customer for the additional budget requested.
3. Professional Services will not incorporate DocuSign product enhancements as part of this SOW.
4. Professional Services will bill for hours associated to supporting the project outlined in this SOW. This work includes project management tasks (i.e. status reporting, project plans, communication plans, project governance and planning meetings), technical work sessions, solution discovery and design, hands-on implementation, project team meetings, and all work to support the success of the project.
5. For more details on participation in training including rescheduling and cancellation, please reference the DSU policy at <https://www.docusign.com/support/docusign-university/cancellation-rescheduling-policy>

SERVICES DELIVERY APPROACH

Provider implementation approach uses standard methodology built on the delivery of thousands of Customer implementations. Below is a high-level overview of this approach. Specific project items/services provided and activities that are in scope shall be described in this SOW scope. Items in our methodology that are not described in this SOW will be considered out of scope.



ENGAGEMENT RESOURCES

There are several roles involved in the implementation of a Project. Depending on Customer's specific needs, these roles may be shared among team members. Provider highly recommends counterparts to these roles on Customer's team as well:

Provider Role	Responsibilities
Services Delivery Manager	<ul style="list-style-type: none"> Tier 2 Project Escalation Point Provides solution design guidance and project governance
Customer Success Architect	<ul style="list-style-type: none"> Serves as a strategic leader in digital transformation with subject matter expertise in electronic signature, digital signature, and digital transaction management Assists Customer in identifying and prioritizing use cases across their organization Offers prescriptive guidance on critical decisions Measures, analyzes, and presents project and program success metrics and ROI analyses to appropriate stakeholders within a Customer's organization
Solution Architect	<ul style="list-style-type: none"> Prepares and facilitates workshops with the key stakeholders to ascertain and define business requirements. Defines overall functional solution design. Identify and scope custom development efforts discovered during Discovery. Leads all design-related Items/Services and final configuration.
Product Consultant	<ul style="list-style-type: none"> Supports analysis and documentation of process flows and requirements of current and future state processes. Performs configuration of all settings, updates, and changes of the DocuSign solution. Creates unit test scripts and performs QA testing. Coordinate and assist Customer in User Acceptance Testing.

Technical Consultant	<ul style="list-style-type: none"> Assists with configuring the DocuSign solution, satisfying the requirements as defined in the user stories associated to integrations, document migration, and/or custom development. Performs unit testing of completed configurations.
Technical Architect	<ul style="list-style-type: none"> Ensure that best practices and industry standards are incorporated into all delivered custom code solutions Provide technical and thought leadership on all development related activities within Professional Services

CUSTOMER RESPONSIBILITIES

Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the below role-type decision makers:

Customer Role	Responsibilities
Executive Champion	<ul style="list-style-type: none"> Customer Executive Champion Tier 2 Project Escalation Point Provides Customer project mandate and ensures resource assignment/availability for project
Project Manager	<ul style="list-style-type: none"> Owner of overall project timeline and main point of contact for Provider project team. Tier 1 point of contact from Customer for escalation and decision-making. Management of any third-party vendor activities. Management of Customer project resources.
Business Analyst	<ul style="list-style-type: none"> Works with business stakeholders to gather requirements, write user stories, and prioritize user stories to be planned in sprints.
System Administrator	<ul style="list-style-type: none"> Participates in the training and handover of the solution from Provider to Customer. Provides administration activities in sandbox or production environments, such as adding users, defining roles, etc.
Technical SME	<ul style="list-style-type: none"> Works with Provider's resources, and is able to provide understanding of system landscape. Provides integration support and is able to grant necessary access to legacy systems and tools, as needed. Responsible for extraction, formatting, mapping, preparation and transmission of legacy documents/data into DocuSign designated formats for migration, as needed.
UAT Testers	<ul style="list-style-type: none"> Conducts both Quality Assurance and end-to-end testing during User Acceptance Testing phase. Reports defects resulting from testing and conducts retesting and final validation.

Upon successful completion of the Project, Customer will be responsible for any ongoing maintenance and future enhancements that are needed.

PROJECT GUIDELINES

- **Team Member Availability.** All of Customer's Project team members (as may be agreed by the Parties) will be made available to Provider Project team, based on the Project plan that will be developed upon the full execution of this SOW.
- **Response Times.** Any questions posed on status or development details will be answered by Provider in a reasonable time, with the goal of providing a response within 24 business hours, where business hours are defined as 8 AM to 5 PM (local time), Monday to Friday. Provider expects a similar response time from Customer for questions that Provider poses to Customer team.
- **Customer Project Manager.** The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
- **Provider Staffing.** Provider will deploy suitable staff to carry out the Project. The number of resources assigned to the Project will vary during the Project life cycle depending upon the requirements of the Project. Provider resource will keep Customer Project Manager informed about Customer resources staffing plans.
- **Scope Changes.** Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to Provider's availability and Provider's standard rates for professional services and will be managed via the change control process outlined above.
- **Subcontractors.** Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, Provider may, at its discretion, deploy Provider approved or accredited resources to deliver the Project as a subcontractor of Provider. In such cases, Provider will deploy partner resources with suitable skills to deliver the Project successfully and will undertake responsibility for any work that such resources undertake whilst engaged on the Project. Such staffing decisions will be based on factors as staff availability, relevant technical or language skill set, geographical location, etc. Provider will remain responsible for the acts and omissions of its subcontractors as they relate to the Services as if Provider had performed the acts or omissions itself and any such subcontracting will not reduce Provider's obligations to Customer under the Agreement or this SOW.
- For clarification, each Party's (and their Affiliates') total liability under the SOW shall be subject to, and not exceed, the limitations of liability that have been agreed in the Agreement.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“**Change Order**”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of \$61,940.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 326 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled

Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Custom Engagement - Per Hour – Per Hour	\$190.00	326	\$61,940.00
Estimated Totals		326	\$61,940.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

PROJECT SPECIFIC TERMS

- 1. Provider will use the following subcontractor(s) to perform Services under this SOW:

_____Docusign_____

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

PIMA COUNTY

By: **Jeni Kapelinski**
Digitally signed by Jeni Kapelinski
Date: 2022.12.13 08:31:30 -06'00'

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

PO BOX 791, ACCOUNTS PAYABLE

Vernon Hills, IL 60061

TUCSON, AZ 85702-0791

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Bobby Yu

Deputy County Attorney

Bobby Yu

Print DCA Name

12/13/2022

Date

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
PIMA COUNTY	33 S Stone Ave, Tucson, AZ 85701



625 W. Adams St.
Chicago, IL 60661

Phone: 312.705.9700
Fax: 847.465.6800
Toll-free: 800.800.4239

CDW.com

December 7, 2022

Mark Hayes

Deputy Director, Pima County ITD

mark.hayes@pima.gov

33 N. Stone Ave., 14th Floor

Tucson, AZ 85701

To Whom It May Concern:

Subject: Terms and Conditions associated with acquisition by Pima County (Arizona) of DocuSign's commercial SaaS subscription, CDW-G quote NCMT594 (the "DocuSign Services").

With regards to a proposed acquisition by Pima County, Arizona of DocuSign Services CDW-G quote NCMT594 via resale by CDW, please be advised that CDW agrees to the terms included below:

A). Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

(B). Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes award during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and

provide a written certification to County regarding compliance within one hundred eighty day.

Please contact Ann Reeves ann.reeves@cdwg.com with any questions related to this statement or the subject matter thereof.

Sincerely,



Sr mgr, program sales

DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS

If you started a subscription before May 2022, your use of the DocuSign Services is governed by the terms here: <https://www.docusign.com/company/legacy-agreements>

This DocuSign Master Services Agreement for Public Sector Resale Customers (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation (“**DocuSign**”), and the customer identified on the Order Form or SOW (“**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 will be 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, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. All DocuSign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the “**Agreement**”:

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) are determined by the DocuSign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Public Sector Resale MSA Version: May 2022

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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**” means any DocuSign entity that DocuSign 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 DocuSign 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 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 this Agreement and is accessing or using the DocuSign Services solely to support Customer’s 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 (to the extent allowable under applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) to the extent allowable by applicable law, the terms and conditions of this 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 this Agreement by the Recipient; (ii) was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing 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” means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Resale Customer will be subject to terms included in DocuSign’s Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

“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 Services or material provided by or on behalf of DocuSign.

“DFARS” means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

“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 Professional Services, 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).

“DoD” means the United States Department of Defense.

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

“FAR” means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

“Order Form” means the paper or online order form between DocuSign and Reseller that sets forth the DocuSign Services selected by Customer.

“Order End Date” means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

“Order Start Date” means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

“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**”) between DocuSign and Reseller.

“Public Sector Resale Customers” are Customers authorized to use DocuSign Services pursuant to an Order Form and/or SOW and the Agreement and are: a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.21 (or its successor), 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 Federal, state, local government, or school official or employee (“**Official Use**”). Customers who are not bona fide Public Sector Resale Customers are not eligible to use DocuSign Services according to the terms of this MSA, but, instead, will be subject to terms included in DocuSign’s Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

“Purchase Agreement” means any agreement between Customer and Reseller relating to Customer’s purchase of DocuSign Services from that Reseller.

“Reseller” means an entity that has contracted with DocuSign or one of DocuSign’s authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

“Service Schedule” means the service-specific terms and conditions applicable to a particular DocuSign Service(s) provisioned to Customer.

“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 Official Use by Authorized Users for Customer’s 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 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.

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 this 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 this 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 or the DocuSign Services by a direct competitor of DocuSign;
- (d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, 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 by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates the Agreement, unless DocuSign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). 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, regulation 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 this Agreement. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. 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, store and/or disclose the Customer Data in order to provide the DocuSign Services to Customer, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

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 this Agreement.

3.3 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (“**Feedback**”). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (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 provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer’s prior written consent.

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. Customer agrees that DocuSign may collect and use quantitative data, derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6. RESERVED

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form or SOW 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 or SOW (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 this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect or DocuSign Services are provisioned to Customer. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then except as prohibited by applicable law or regulation, 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.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities 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 DocuSign Services and 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 this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 8.3 and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer or Reseller to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty 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 this Agreement.

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

8.3 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; 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.

9. THIRD PARTY CLAIM PROCEDURES, CONDITIONS AND REMEDIES

9.1 Procedures/Conditions. In the event applicable law or regulation requires DocuSign to indemnify Customer, then except as prohibited by applicable law or regulation, such indemnification is expressly conditioned on: (a) the Customer giving providing prompt written notice of the claim for which indemnification is sought hereunder (the "**Claim**"), and (b) DocuSign being given a full and complete opportunity to control or meaningfully participate in the defense and settlement of the Claim. Customer or Customer's authorized settlement authority (as applicable) shall not, without DocuSign's prior written consent, agree to any settlement on behalf of DocuSign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of DocuSign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, 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.

9.2 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 applicable law or regulation, then DocuSign will, at its sole expense and option, except as prohibited by applicable law or regulation, 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. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2 (Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 3.2 (DOCUSIGN SERVICES), 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.

10.2 Limitation of Liability. EXCEPT FOR: (A) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (B) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) 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 THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER 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 BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. 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.

10.3 Independent Allocations of Risk. Each provision of this 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 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.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), 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.

11.2 Required Disclosure. If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

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

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing 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 disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing 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 11 (Confidentiality).

12. GOVERNING LAW, VENUE AND CLAIMS

12.1 Governing Law / Venue

(a) U.S. Federal and State/Local Customers. Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

(b) All other Customers. Except as set forth in Section 12.1(a) (above), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

(c) Conventions / Equitable Relief. To the extent permitted by applicable 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, and except as prohibited by applicable law or regulation, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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

12.3 Claims. If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by DocuSign against the United States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

13. GENERAL

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

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, DocuSign may assign its rights and obligations under this 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, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) 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.

13.3 Notices. Any notice required or permitted to be given in accordance with this 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 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 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 and without its fault or negligence (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, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (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.

13.5 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 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.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

13.7 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 FAR section 2.101 for US. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this 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 this 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 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. 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.

13.9 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.

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

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.

DS
EC

Signature:

Signature:

DocuSigned by:

F06C8C5487294E5...

Name:

Name:

Frank Parish

Title:

Title:


Manager, Revenue Operations

Date:

Date:

December 12, 2022

ATTEST
<p>_____ Clerk of the Board</p>
<p>_____ Date</p>

APPROVED AS TO FORM
<p> Deputy County Attorney</p>
<p>Bobby Yu Print DCA Name</p>
<p>12/13/2022 Date</p>



November 29, 2022

Subject: Terms and conditions associated with acquisition by Pima County (Arizona) of DocuSign's commercial SaaS subscription (the "DocuSign Services").

Reference: Purchase order between CDW and Pima County.

To whom it may concern:

With regards to a proposed acquisition by Pima County, Arizona of DocuSign Services via resale by CDW, please be advised that DocuSign agrees to the terms included below:

A). Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

(B). Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes award during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty day.

Please contact Ms. Katrina Inch (Katrina.Inch@docusign.com) with any questions related to this statement or the subject matter thereof.

Sincerely,

DocuSigned by:

124D3BDF35C84CC...

Revenue Operations Sr Manager Legal Director

Claire Geisse

November 29, 2022

DS

EG

Evan Goldstein

November 29, 2022