

## SERVICE LEVEL AGREEMENT FOR DOCUSIGN SERVICES

**Version date:** June 6th, 2022

This Service Level Agreement for Docusign Services (“**SLA**”) is made part of the agreement under which Docusign will provide Eligible Services to Customer (as applicable, the “**Agreement**”). This SLA supersedes any previous service level agreement entered into by the Parties for the Eligible Services (defined below). Capitalized terms used but not defined in this SLA will have the meaning given to them in the Agreement.

### 1. Definitions.

“**Eligible Services**” means only the Docusign Services listed in **Appendix 1 (Eligible Services, Credits, and Additional Terms)**. For clarification, this SLA applies only to the Eligible Services described in this document and does not apply to separately branded services made available with or connected to the Eligible Services.

“**Downtime**” means the minutes during each calendar month when the Eligible Services are not available for access and data input by Customer. Downtime does not include Excluded Downtime.

“**Scheduled Downtime**” periodic maintenance that allows Docusign to perform maintenance and repairs or to add features or enhance existing features.

“**Excluded Downtime**” means: (a) any Scheduled Downtime, if and to the extent defined in Appendix 1 for an Eligible Service; (b) any unavailability caused by circumstances beyond Docusign’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Docusign employees), or Internet service provider failure or delay, non-Docusign application, or denial of service attack; or (c) any unavailability that results from: (i) any actions or inactions of Customer or its Affiliates, or representatives or agents of the foregoing, to perform Customer’s obligations under the Agreement; (ii) delay or failure of Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Docusign’s direct control); or (iii) Docusign’s suspension or termination of Customer’s right to use Eligible Services in accordance with the Agreement.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“**Service Availability Target**” means that the Eligible Services are available 24 hours a day, 7 days a week, with interruptions only for Scheduled Downtime.

“**Service Level Credits**” mean a monetary credit against amounts paid by Customer for the Eligible Services based on the Monthly Uptime Percentage tables in this SLA.

2. **Service Availability Target & Reporting.** Docusign will use commercially reasonable efforts to meet the Service Availability Target. Unless otherwise set forth in Appendix 1, the Monthly Uptime Percentage for the Eligible Services will be made available to Customer through Docusign’s Trust Center at <https://www.docusign.com/trust>.
3. **Service Level Credits.** If an Eligible Service fails to meet the Service Availability Target for a particular calendar month, Customer will be eligible to receive a Service Level Credit in accordance with these terms and the applicable Service Level Credit percentages set forth in Appendix 1. Any Service Level Credits provided pursuant to this SLA will constitute Customer’s sole and exclusive remedy for any failure to meet the Service Availability Target.
4. **Requests for Service Level Credits.** In order to receive any Service Level Credits, Customer must notify Docusign of its request, including relevant information necessary for Docusign to validate the

request, within 30 days from the time Customer becomes eligible to receive a Service Level Credit. For Customers who ordered Eligible Services from a Reseller, Customer must notify the applicable Reseller of its request and Reseller must notify DocuSign within the timeframe set forth above.

- 5. Service Level Credit Application.** If eligible, Service Level Credits will be applied against the next payment due to DocuSign for the Eligible Services. Customers with prepaid accounts may, upon written request, receive Service Level Credits in the form of a cash refund, calculated by applying the Service Level Credit percentage against one-twelfth (1/12) of the annualized prepaid amount. For Customers who ordered Eligible Services from a Reseller, Customer will receive applicable Service Level Credits from the Reseller on behalf of DocuSign.
- 6. Multiple Service Level Credits or Incidents.** If Customer has purchased more than one Eligible Service, then Customer may submit a separate request pursuant to the process described above as if each Eligible Service were covered by an individual SLA. If one incident gives rise to multiple occurrences of Downtime in a calendar month for one Eligible Service, then the downtime will be aggregated for purposes of determining the applicable Service Level Credit.

## APPENDIX 1

### ELIGIBLE SERVICES, CREDITS, AND ADDITIONAL TERMS

This appendix sets forth the Eligible Services under the SLA, the Service Level Credits for each Eligible Service, and any additional service-specific terms.

#### 1. Eligible Services: DocuSign eSignature

**Scheduled Downtime:** None

**Service Level Credit:**

If Downtime is greater than or equal to...	Then Service Level Credit of...
45 mins	5% of Monthly Fees
4.5 hours	10% of Monthly Fees
9.0 hours	15% of Monthly Fees

#### 2. Eligible Services: DocuSign CLM

**Scheduled Downtime:** Downtime for DocuSign CLM does not include any unavailability arising from maintenance or planned downtime to perform network, hardware, or service maintenance or upgrades posted on <https://www.docusign.com/trust> or otherwise scheduled by DocuSign with reasonable advance notice to Customer. DocuSign will make commercially reasonable efforts to limit: (a) the instances of Scheduled Maintenance; and (b) the duration and impact of each instance of Scheduled Maintenance.

**Service Level Credit:**

If Downtime is greater than or equal to...	Then Service Level Credit of...
45 mins	5% of Monthly Fees
4.5 hours	10% of Monthly Fees
9.0 hours	15% of Monthly Fees

#### 3. Eligible Services: DocuSign Insights & DocuSign Analyzer

**Scheduled Downtime:** Downtime for DocuSign Insights and DocuSign Analyzer does not include any unavailability arising from maintenance or planned downtime to perform network, hardware, or service maintenance or upgrades posted on <https://www.docusign.com/trust> or otherwise scheduled by DocuSign with reasonable advance notice to Customer. DocuSign will make commercially reasonable efforts to limit: (a) the instances of Scheduled Maintenance; and (b) the duration and impact of each instance of Scheduled Maintenance.

**Service Level Credit:**

If Downtime is greater than or equal to...	Then Service Level Credit of...
7 hours	5% of Monthly Fees
12 hours	10% of Monthly Fees
19 hours	15% of Monthly Fees

**4. Eligible Services: DocuSign Rooms**

**Scheduled Downtime:** Downtime for DocuSign Rooms does not include any unavailability arising from maintenance or planned downtime to perform network, hardware, or service maintenance or upgrades posted on <https://www.docuSign.com/trust> or otherwise scheduled by DocuSign with reasonable advance notice to Customer. DocuSign will make commercially reasonable efforts to limit: (a) the instances of Scheduled Maintenance; and (b) the duration and impact of each instance of Scheduled Maintenance.

**Service Level Credit:**

If Downtime is greater than or equal to...	Then Service Level Credit of...
45 mins	5% of Monthly Fees
4.5 hours	10% of Monthly Fees
9.0 hours	15% of Monthly Fees