

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST AND FINAL OPTION
TO RENEW THE SOFTWARE AGREEMENT**

(Carahsoft Technology Corp.)

This Agreement Exercising the First and Final Option to Renew the Software Agreement (“**First and Final Renewal Agreement**”) is entered into as of July 15, 2023 (“**Effective Date**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools, with offices located 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”) and Carahsoft Technology Corp., with offices located at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190 (“**Vendor**”). The Board and Vendor are referred to herein collectively as the “**Parties**” or each individually as a “**Party**.”

RECITALS:

- A. The Board and Vendor entered into that certain Software Agreement for a term commencing July 15, 2022 and continuing through July 14, 2023 (“**Original Agreement**”) (authorized by Board Report: 22-0622-PR14-1), with the Board having one (1) option to renew for a period of one (1) year; and
- B. The Board now desires to exercise the first and final option to renew the Original Agreement upon the terms and conditions as set forth in this First and Final Renewal Agreement, and Vendor accepts this First and Final Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First and Final Renewal Agreement are collectively referred to as the “**Agreement**.”

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and made a part of this First and Final Renewal Agreement by this reference, and the mutual covenants contained herein, the Parties agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this First and Final Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
2. **First and Final Renewal Term:** The term of the First and Final Renewal Agreement shall commence on July 15, 2023 and continue through July 14, 2024 (“**First and Final Renewal Term**”), unless terminated sooner as provided in the Original Agreement. The Board shall have no remaining options to renew the Agreement after the First and Final Renewal Term expires.
3. **Scope of Products and Services:** During the First and Final Renewal Term, Vendor shall provide the Products and Services as set forth and described in **Exhibit A-1** attached hereto and incorporated herein which replaces **Exhibit A** attached to the Original Agreement. Vendor also agrees to provide Services set forth and described in **Exhibit E-1** attached hereto and incorporated herein which replaces **Exhibit E** attached to the Original Agreement.
4. **Compensation:** During the First and Final Renewal Term, Vendor shall be paid in accordance with the pricing set forth in the Payment Schedule attached hereto and incorporated herein as **Exhibit C-1** which replaces **Exhibit C attached to the Original Agreement**. The maximum compensation payable to Vendor during the First and Final Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this First and Final Renewal Agreement, as may be amended (“**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First and Final Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between

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Vendor and the Board.

5. **Entire Agreement:** Except as expressly provided in this First and Final Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First and Final Renewal Term.

6. **Counterparts and Electronic Signatures:** This First and Final Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both Parties.

7. **Board Approval:** This First and Final Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

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IN WITNESS WHEREOF, the parties have caused this First and Final Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO** ^{DS}
ES

CARAHSOFT TECHNOLOGY CORP.

DocuSigned by:
Elizabeth Todd-Breland
By: _____
D5029923484041E...
Elizabeth Todd-Breland, Board Member

By: *Kristina Smith*
Name: Kristina Smith
Title: Contracts Director

DocuSigned by:
Susan Narrajos
Attest: _____
A DCB249319B6449...
Susan Narrajos, Secretary

Date: 7/13/2023

Date: July 17, 2023 | 2:33:44 PM CDT

DocuSigned by:
Pedro Martinez
By: _____
AA17786A4B2446C...
Pedro Martinez, Chief Executive Officer

Board Report No. 23-0628-PR11

Approved as to Legal Form: ^{DS}*CO* ^{DS}*JDE* ^{DS}*ES*

DocuSigned by:
Ruchi Verma
By: _____
56B562E0EFA44C9...
Ruchi Verma, General Counsel

Attachments:

- Exhibit A-1 – Scope of Services for First and Final Renewal Term**
- Exhibit C-1 – Payment Schedule for First and Final Renewal Term**
- Exhibit E-1– Statement of Work for First and Final Renewal Term**

Exhibit A-1
Scope of Services

Name of Project: Docusign - Electronic Signature Platform

CPS Project Manager: Terri Tomcisin

Phone: 773-553-1504

Email: tatomcisin@cps.edu

Vendor's Project Manager: JoAnn Fiorenza

Phone: 703-921-4174

Email: JoAnn.Fiorenza@carahsoft.com

Period of Performance: July 15, 2023 to July 14, 2024

This Scope of Services will be conducted pursuant to the terms and conditions of the Software and Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago (the "**Board**"), commonly known as the Chicago Public Schools ("**CPS**"), and Carahsoft Technology Corporation ("**Vendor**"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope of Services and the Agreement, the Agreement shall govern and control.

I. Background

The Board of Education for the City of Chicago has begun utilizing an electronic signing platform to send documents for electronic signatures that include, but are not limited to, vendor contracts, Human Resources forms, CPS and Board documents, and department, school, and parent forms. These documents require review and signatures from internal and external entities. The documents require a digital signature, workflow, and document repository. CPS also requires the ability to centrally administer and manage multiple domains and accounts within the platform; provision users and assign permissions; establish and enforce domain level controls for signing and sending; manage data storage and access; set up Single Sign-On ("**SSO**"), security and data retention rules based on CPS policies; and integrate DocuSign with CPS systems of record. Vendor will provide software ("**DocuSign**" or the "**Software**"). The Software agreement covers unlimited enterprise users that are provisioned by CPS manually or through an auto-provisioning feature in DocuSign.

II. Software Services

A. Overview

CPS will utilize electronic signature services from Vendor via DocuSign. The Board estimates needing 200,000 "**Electronic Envelopes**" to support district initiatives in SY2024. The envelope total is calculated based on prior usage of DocuSign for CPS contracts and agreements; continued conversion and rollout of employee, school, and parent forms, and new use cases to streamline CPS workflow and operations.

An Electronic Envelope is a container for one or more documents that a user sends to a recipient or multiple recipients to sign. It holds data that is captured in the signing process as well as details of the sender and each recipient's transaction with the envelope. The delivery progress

and status of each envelope is tracked in DocuSign (sent, delivered, completed, voided), and each recipient's actions are recorded and timestamped along with their email, signature, and IP address in the envelope history. When an envelope is completed, the DocuSign platform automatically generates a Certificate of Completion, which details the full audit history of the transaction. Regardless of the number of signers and how many documents and fields a given envelope contains, it only counts once toward CPS' envelope allowance and only after the envelope is sent in the Production (live) environment.

eSignature Features included with DocuSign Enterprise Pro at no additional cost to CPS:

Document Creation

- Extensive File-type Support - DocuSign accepts virtually all document, drawing, image, presentation, and spreadsheet file types (e.g. .pdf, .doc, docx, .xls, .xlsx, .txt, .pptx, .jpg).
- Cloud Storage Integration - Users also can retrieve documents from the most widely used cloud storage services, including Google Drive, Microsoft Office 365, Box, and Dropbox.
- PDF Form Conversion - When uploading a PDF, DocuSign automatically recognizes and converts PDF fields to signer fields, saving time on document preparation.
- 20+ Standard and Custom Tags and Fields - Tags collect information on the document and can be modified for specific purposes and saved as custom tags for future use.
 - Available tags include signature, initial, stamp, date signed, name, email, company name, title, number, payment item, drawing, note, approve, decline.
 - Formula - Formulas can be built to calculate a result based on numbers or dates. When the recipient enters values for the underlying fields, the Formula field automatically calculates and displays the result.
 - Signer Attachment - Senders may request that recipients add supporting information to a document. Attachments uploaded to the DocuSign system are shared with the sender and any other signers or viewers of the document.
 - Envelope ID - Senders can manually place or automatically stamp the Envelope ID on their documents. This unique, permanent identifier is shown in the History, the Certificate of Completion, some reports, and is required for Application Program Interface (“API”) developers using the DocuSign API.
- Automatic Tag Placing - Associate tags and fields to certain lines of text so that when they are dropped into a document, they automatically appear in the right location. Even if the document changes, AutoPlace moves tags with the text.
- Field and Document Markup - Enable certain fields to be editable by downstream signers. DocuSign manages the changes and requests the initials of other parties before accepting a change. The transaction history tracks all finalized changes.
- Automatic Template Matching - Compare the files that the sender uploads with all previously saved templates to provide the option to apply all aspects of the template (e.g., recipients, messages, and recipient signing fields) to the new document.
- Supplemental Documents - Enable the sender to include additional information, such as legal disclosures or terms and conditions for signer acknowledgment, as a distinct part of an envelope. Signers can easily view and accept the supplemental documents as required by the sender.
- Comments - Enable the sender and envelope recipients to exchange feedback in context of a document directly within the DocuSign web and mobile signing experiences. The feature offers real-time notifications, as well as the ability to track and retain conversation history for DocuSign transactions.

Data Fields

- Full Forms Functionality with Field Properties - Add checkboxes, radio buttons, dropdown tags, and text, numeric and currency fields to forms.
- Third-party Data Fields - Link fields to data from third-party systems and services. Data is automatically updated from the third-party system to document(s) and vice versa, eliminating manual data entry.
- Data Validation - Restrict the type of data entered into any chosen field to reduce transactions that are “not good order.” This eliminates data entry errors and reduces document resending. Validation values include text, email, phone number, date, 5-digit zip code, 9-digit zip code, social security number and regular expression masking.
- Field Formatting and Logic - Automate document logic with advanced form and field data capabilities.
 - Conditional fields - Hide or reveal data that needs to be collected based on signer’s response to other fields.
 - Calculated fields - Values are dynamically calculated based on inputs to other fields.
 - Locked Fields - Protect data that senders don’t want changed.
 - Linked Fields - Ensure all changes are reflected across all identical data fields.
- Collaboration - Allow recipients to collaborate (i.e., negotiate changes) on text, radio button, dropdown, and checkbox fields.

Signing Workflow

- Recipient Permissions - Define the action of each recipient in the workflow, such as signing, editing, requesting signer attachments, or simply approving a document.
- Conditional Recipients - Route an envelope to different people based on envelope data.
- Signing Groups - Enable any member in a predefined recipient group to sign documents or receive copies.
- Templates - Prepare documents for rapid sending with reusable templates that save tags and field placement, workflow routing, and other settings.
- Bulk Send - Easily send the same document to a large number of recipients. Simply import a list of signers, and each will receive a unique envelope to sign.
- PowerForms - Generate on-demand self-service documents for signature with little to no code.
- Document Visibility - Fully control which files each recipient sees. When sending multiple documents, restrict which signers can view and access each individual document to protect confidential information.
- Correct Envelopes - Change an envelope in an in-process state. Change recipient information, instructions, and envelope settings; add, edit, or remove tags, or add and remove documents not yet signed.
- Reminders and Notifications - Set up automated email reminders for signers to complete the signing process; add deadline notifications to expire untouched documents.
- DocuSign Connect - Operates on a publisher-subscription model to provide real-time updates of a document status and form data through an API as the document progresses through actions to completion.
- Acknowledgment of Receipt - All recipients and the sender get an automatic email notification from DocuSign when all parties have signed and the envelope is complete.

Signer Authentication

- Email-Based Authentication - Ensures the only people signing are those invited to sign and have access to the recipient email account.
- Access Code Authentication - Requires signers to enter a sender-generated code to access and sign their documents.
- Phone/SMS Authentication - Requires the recipient to provide a passcode received by either a phone call or SMS text message in order to view their documents. (Phone and SMS authentication incurs a per use fee.)
- Federated Identity Authentication - DocuSign accepts and records authentication by other systems integrated with DocuSign via industry-standard protocols. Single Sign-On (“SSO”) detects email domains at login and redirects to the domain’s identity provider for authentication.

Sending and Signing Experience

- Remote or In-Person Signing - Allows users to sign from any place on every device. Every signing experience is flexible and configurable. DocuSign users who are in the physical presence of the intended signer can host an in-person signing session and guide signers through the process.
- Responsive Signing - Signers on mobile phones and mobile applications can access a parallel version of the document that adapts its formatting to the device’s size and orientation. Senders can take responsive signing further by defining collapsible sections, page breaks, and custom formatting options to enhance the mobile signer experience.
- DocuSign iOS and Android Mobile App - Users may download an easy-to-use DocuSign application to create, tag, send, and sign documents on the fly. If they don’t have the mobile app installed, they can easily sign documents from their mobile web browser.
- Sign on Paper Option - Ability for signer to print and sign a document with the option to submit the completed document by fax, or by scanning it and uploading the file.
- Offline Signing/Sending - Sign and send documents with DocuSign mobile apps even when offline. Documents are signed and created, queued, then synced and sent once connectivity is restored.
- Accessibility - DocuSign’s accessibility support enables sight and hearing-impaired signers to sign documents with service in adherence with the Americans with Disabilities Act (ADA) and Section 508 standards.
- Branding - Reflect the company’s brand on emails and web pages that recipients see when completing documents. Add user logo, change colors, customize email copy and links, and modify default system messages.
- Other tools to help recipients complete their tasks: document flags that guide users to the areas in the document they need to sign; sticky notes and tooltips to aid users in entering field data; and data validation options to ensure information is entered accurately and in the correct format. Additionally, the sender can customize instructions and add private messages for recipients and specify the language version they receive.

Compliance

- Legal Admissibility - DocuSign ensures the highest level of compliance with eSignature laws. Electronic signatures are legally binding in the United States and most countries around the world. The ESIGN Act of 2000 defined the legality and enforceability of electronic signatures across all 50 states. The ESIGN Act ensures that contracts and

- signatures cannot be denied validity or enforceability because they are in electronic form.
- Tamper-sealed Documents - All documents are digitally sealed with the industry-standard technology, Public Key Infrastructure (PKI). This Tamper Seal indicates the electronic signature is valid, and the document has not been tampered with after it was downloaded from DocuSign.
 - Audit Trail - Track documents through every step of the process. DocuSign maintains a complete, automated history of every activity, including viewing, printing, sending, signing, or declining to sign a document.
 - Certificate of Completion - Every signed DocuSign document comes with a Certificate of Completion that provides proof of the signing process to all parties of the transaction. This certificate includes audit trail information, illustrating who signed, timestamps detailing when and where each person signed, and the completed document itself.
 - Electronic Record and Signature Disclosure - Configure and update the Electronic Record and Signature Disclosure to be compliant with company policy, requiring signers to consent or re-consent to the Electronic Record and Signature notice.
 - Industry Regulations - DocuSign eSignature can be configured to support industry-specific regulations such as FedRAMP, HIPAA, and 21 CFR.
 - Watermarks - Specify a custom watermark to differentiate drafts from completed documents. The watermark is displayed on all pages of all documents until the signing process is completed.

Data Extraction, Document Archiving and Retention

- DocuSign Connect - A webhook service that enables the organization to receive updates when specific triggering events occur in the eSignature workflow so that the organization can immediately act upon the information that has been provided. Events can initiate automated processes that write back data to applications and databases and move completed documents to document storage.
- DocuSign Agreement Actions - Automate common post-signature tasks with out-of-the-box Agreement Actions functionality. Configure rules to export data from completed envelopes to Google Sheets for reporting, compliance, and analytics and automatically archive signed agreements to cloud storage (e.g., Google Drive, Microsoft OneDrive, Microsoft SharePoint, Box, Dropbox, DocuSign CLM).
- DocuSign Retrieve - A Windows application that allows the user to set parameters for downloading envelopes, documents, and data from DocuSign for use with external systems. The application can be used for one-time requests or on a specific schedule.
- Document Retention Policies - Control the life of the organization's documents and enforce company policy related to document retention in the DocuSign organization settings. Set up rules to automatically purge documents after a specified period of time and notify users in advance of purging.
- Authoritative Copy - Create and maintain a single copy of a document known as the "Authoritative Copy" that is unique, identifiable and unalterable without detection.

Security

- DocuSign Trust Center - Provides information on how DocuSign safeguards data, its certifications and tests, and updates and alerts.
- Document Encryption - Uses AES 128-bit encryption and SSL 256-bit encryption to ensure documents in the system are encrypted at all times. Any authorized changes in the underlying document will be detected and identified as evidence of tampering.

- Geolocation Capture - Includes geolocation information (IP address) for the sender and each recipient in the Certificate of Completion as part of the full audit trail of a document.
- Document Custody Management - Automatically reassigns a document to a different user after a document has been signed, giving that user ownership and removing access from the original sender.
- ISO27001 Certified - DocuSign is ISO27001 and SSAE 16, SOC 1 Type 2, SOC 2 Type 2, PCI, and FedRAMP Certified.

International

- Multiple Languages - Enable customers to sign in their native language. Ability to send documents for signature in 14 languages and support signing experiences in 44 languages. Languages are detected through the signers' browser settings but also can be configured.
- Standards-based Signatures - Automate and manage entire digital workflows while staying compliant with local and industry eSignature standards.
- DocuSign service is available in any time zone. A transaction is stamped with a universal time code that is converted to the local time zone specified. DocuSign uses a server-based time clock synchronized with the National Institute of Standards & Technology (NIST) atomic clock.

Administration and Controls

- Organizational Administration - Control and manage all accounts and users in a single location.
- User and Access Control - Add users and groups, and easily configure permissions and privileges for them.
- Delegated Administration - Ability to delegate and limit administrative permissions, empowering select users to administer specific functionality within their accounts.
- Feature Access Control - Control the account-wide settings of all users to ensure support for company policies.
- Password Policies - Ensure users have strong passwords to protect the company's private information. Set password strength requirements for users, including the number of days before expiration, format, and more.
- Access Management with SSO - Helps administrators secure access to their organizationally controlled accounts. Using the company's third-party identity provider(s), administrators can ensure compliance with security and company standards and automatically provision users.

Open APIs and Integrations

- REST/SOAP API and IODocs - DocuSign publishes both its REST and SOAP APIs. They are easily accessible to developers looking to integrate. DocuSign's extensive API can be utilized in its interactive IODocs.
- OAuth2.0 Supports - Supports an OAuth2-based tokening system as an additional API authorization option for companies requiring an increased layer of security to custom integrations.
- Developer Sandbox - Robust sandbox environment facilitating rapid development, testing, and deployment of applications using or integrating DocuSign technology
- Single Sign-On - Provides just-in-time provisioning, password management integrations, and support for DocuSign's newest innovations.

- Embedded Signing - Allows the creation of signing experiences for users directly within third-party applications. Signers can complete an entire electronic transaction without ever leaving a third-party application.
- Integrations - Integrate and connect eSignature with hundreds of systems and tools, including pre-built integrations with Google, Microsoft, Salesforce, Oracle, SAP, PeopleSoft, and ServiceNow.

B. Software Capabilities

Vendor shall provide Software that has the following capabilities:

- Enterprise-class Availability – Software availability over 99.99%, with real-time status updates, system maintenance alerts and other notifications available on the Trust Center.
- Automation of entire workflows with multiple parties that may be internal or external to the organization, with the ability to electronically send, sign, and approve documents, materials, and transactions from any location, anytime, using any device. Recipients do not need a DocuSign account to sign a document electronically.
- Standards-based Signatures - The ability for parties to conduct business securely from any location while staying compliant with local, industry, and government eSignature standards. The Software will protect CPS data by securing access to both the software application and infrastructure. DocuSign's technology moves documents to a Federal Risk and Authorization Management Program ("**FedRamp**") moderate authorized environment, which tracks all of the details of where, when, what time, and who signed the documents, as a legally binding completed document.
- Ability for CPS enterprise administrators to control and securely manage all accounts and users in a central web console.
- The ability to organize and store documents electronically on DocuSign's dedicated secure servers. The option to configure a connection and establish rules to move completed documents to a CPS server, cloud storage, or system of record. In addition, the option to purge documents from DocuSign's servers based on CPS' document retention policies.
- The ability to validate signers by email address and add an additional level of signer authentication with an access code. DocuSign offers additional methods of ID verification, including SMS notification, knowledge base, government ID and eID, but as add-on services with separate usage fees.
- The ability to host in-person signing sessions, where DocuSign users who are in the physical presence of the intended signer can guide signers through the process. The Software can support multiple users signing in-person on the same device in the same signing session and track when the device has changed hands.
- The ability to send language versions of documents out for signature and offer end-to-end signing experiences in multiple languages.
- The ability to deliver a mobile signing experience by selecting the responsive signing feature and following guidelines for optimizing documents for mobile.
- The ability to capture and store signatures of CPS authorized employees or any user that has an account or previously signed with DocuSign, using that particular email address, at the time they approve the document.
- The ability to produce and retain a detailed history of each envelope, with the date, time, location, and IP address of the sender and each signer in the workflow recorded in the Certificate of Completion.
- The ability to connect with CPS' SSO identity providers utilizing the SAML 2.0 protocol to

control access and enforce identity management and security policies and protocols.

- The ability to connect and integrate with CPS applications and systems (e.g., Oracle, PeopleSoft HCM 9.2, PowerSchool (SSM), Aspen, e-Builder) with DocuSign's open and unlimited APIs. DocuSign provides several online resources containing full documentation of common API configurations. If additional resources are needed for guidance and/or hands on configuration, DocuSign's Technical Customer Success Manager will assist.

C. Templates

The Software will allow users to create, save, and reuse templates, enabling CPS to standardize and manage repeatable processes across the organization and streamline the sending process.

Templates are flexible and support use cases when many people need to sign the same form or when the same people in a workflow regularly need to prepare and send documents that require signatures. Template creators use a drag-and-drop interface to produce a standard document. They upload one or more files, specify the rules and instructions for workflow, document routing, tags and field placement, and the level of customization that will be allowed. Template users can send envelopes one at a time or through the bulk send feature. "PowerForms" also can be created from templates, offering a way for users to make self-service webforms easily available to parties for signing.

With templates, users can:

- Utilize predefined documents, data, and workflow to route documents to signers and other recipient types based on standard and conditional routing rules – no coding required;
- Bulk send documents;
- Enable signer self-service with PowerForms;
- Capture consent in an embedded experience on a CPS website or mobile app, with flexible display and acceptance options for simplified customer signing experience;
- Automatically apply tags and workflow based on previously sent documents with Intelligent Template Recognition ("ITR");
- Manage form version control by sharing templates broadly to all users or restricting access to individuals and pre-defined groups.

D. Document Retention and Retrieval

Documents are automatically stored in the DocuSign repository as envelopes are routed and signed. While signed documents can be left in the DocuSign system indefinitely, the Software is designed to accommodate an organization's document retention policies.

The Document Retention feature can be configured in each account by the CPS DocuSign Administrator. Documents can be removed from the DocuSign system on a policy-basis according to a predefined schedule (e.g., 14 days after completion) or removal can be performed on an explicit basis, based upon instructions for a CPS system. When documents are removed from the DocuSign system, the Certificate of Completion is retained in the system.

DocuSign provides full document encryption to ensure the privacy of client data, and documents are securely stored in DocuSign's ISO 27001 and SSAE 16 data centers using the highest levels of encryption.

III. Reports

DocuSign's standard dashboards and reports provide users with historical and status-related information of all envelopes. Report data is generated continuously and reflects real-time envelope activity. When users run reports, they see information from their own account activity only. Account administrators see all account-level activity. Users can easily customize, run, export, and print reports for each account manually or schedule reports to be emailed. The DocuSign web console displays up to 5,000 rows of data. CSV download reports can return up to 50,000 rows of data, and scheduled reports can return up to 100,000 rows of data.

The **Reports Overview** provides a visual look at key metrics on the user's sent envelope activity by standard intervals or custom period.

- **Envelope Status:** Shows the status of envelopes that have been sent during the selected time period (Sent, Delivered, Completed, Corrected, Declined, Voided)
- **Completion Rate:** Shows the number of envelopes that have been completed
- **Envelope Velocity:** Shows the number and average time that envelopes are completed
- **Envelope Volume:** Shows the number of envelopes completed over time

DocuSign offers three categories of **Standard Reports: Envelope, Recipient, and Usage.**

Envelope

- [Envelope Report](#). Information on envelopes sent from this account
- [Envelope Recipient Report](#). Sender and recipient information on all envelopes sent from this account
- [Envelope Status Report](#). Totals based on envelope status
- [Envelope Velocity Report](#). Totals based on envelope completion time
- [Envelope Volume Report](#). Envelope status totals for a specific time period
- [Envelope Authentication Report](#). Information on envelope authentication for this account.
- [Purged Envelope Report](#). List of purged envelopes by envelope ID.
- [Failed Delivery Report](#). A list of failed envelopes (bad emails).

Recipient

- [Recipient Activity Report](#). Recipient activity on all envelopes sent from this account
- [Recipient Authentication Report](#). Identity verification data for this account.

Usage

- [User Activity Report](#). User activity for this account.
- [Group Activity Report](#). Activity broken down by group.
- [Account Activity Report](#). Summary of user, envelope, and template data.
- [Account Authentication Report](#). Summary authentication activity and results.
- [Template Report](#). Overview of templates created for this account.
- [Template Usage Report](#). Overview of template usage for this account.
- [Elastic Template Usage Report](#). Completed envelopes created from elastic templates for this account.

Administrator Dashboard

With Administrator Dashboard, administrators can monitor envelope usage, envelope success, envelope turnaround, feature usage, sender and recipient activity, and signers by device.

Signing Insights

With Signing Insights, administrators can monitor and report on the flow of agreements within CPS accounts, identify patterns and drill deeper to uncover actionable insights. Simple-to-use data visualizations uncover how users are engaging with documents (e.g., envelope completion by language, template/PowerForm, and signing device) and present opportunities to optimize the signer journey and improve completion rates.

IV. Support

CPS requests the following support services:

- **System Availability Monitoring:** 24/7 real-time system status and notifications
- **Target Initial Response Time:** A 2-hour response time for new cases submitted by Enterprise Premier customers
- **Global Emergency Support:** A 30-minute response time to Severity 1 technical incidents
- **Proactive Monitoring:** Ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of the electronic signature platform
- **Sender and Signer Live Chat Support:** 24/7 support for simple questions on signing, sending and account management
- **Live Phone Support:** Customer Support to address technical DocuSign questions, billing inquiries and account support
- **Escalated Support:** Direct access to a senior technical resource as part of the standard escalation process
- **Third-party Software and Integration Support:** Support for integrations or pre-built connectors, such as Google, RapidIdentity, PeopleSoft, and Salesforce
- **Demo/Sandbox environment:** Test user's current code up against upcoming releases or add new code to test prior to releasing into production
- **Web application administrator courses and instructional training:** Master the features and functionality to effectively manage your DocuSign account
- **Self-service resources** to help troubleshoot technical issues and find answers, access the Support Community, or submit a web case
- **Dedicated resource(s) and first point of contact for all technical questions related to CPS' implementation**
 - Familiar with CPS' specific use cases, workflows, and technology
 - Technical advisor for APIs, pre-built connectors and other advanced features
 - Go-to resource for complex troubleshooting, issue reporting, bug fixes and escalations
 - Prepares CPS for new releases and rollouts
 - Manages time-sensitive and business critical issues for faster time to resolution.

V. Professional Services

This agreement includes 500 hours of professional services consulting to assist CPS in implementing and managing the electronic signature platform and to provide ongoing training and support to administrators and users. The CPS Project Manager will be responsible for scheduling and managing the consulting resources in partnership with the platform provider

Professional Services support includes guidance, training, and support on the following:

- System architecture, configuration, implementation, and account administration
- Feature and functional knowledge of the DocuSign product, with the ability to showcase, train, and troubleshoot issues in CPS' demo environment
- Product and technical knowledge of the electronic signature platform
- Use case planning, design, development, and deployment
- Template creation, implementation, and troubleshooting
- Brand modifications to support language versions and other CPS customizations
- Domain, Single Sign-On implementation, and system security
- DocuSign Retrieve, DocuSign Connect, and Agreement Actions
- Assist with third-party connectors and API integrations.
- CPS-specific training documentation as needed
- Best practice guidance

Customer Success Manager (CSM)

A dedicated CSM from DocuSign's Customer Success Team is provided at no cost to CPS to support strategic deployment, adoption, and success with the enterprise platform. The assigned CSM helps define, develop, and oversee effective customer adoption strategies, ensuring customer lifetime value is realized. The CSM advises the customer on core product functionality and features under contract, ultimately helping to drive key business outcomes.

VI. DocuSign University (DSU) Campus Pass Team

DocuSign University Campus Pass includes a 12-month subscription to any of the DocuSign instructor-led deep-dive public classes for up to five named CPS users. The Campus Pass subscription supplements video tutorials, self-paced courses, and other learning tools on the DocuSign Learning Portal, YouTube and Knowledge Market that are included in the agreement and available to all users. The DSU Campus Pass subscription also includes a private training course that can be structured as either one 4-hour course or two 2-hour private sessions for up to 12 people.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Exhibit C-1
Payment Schedule

This Payment Schedule is a part of the Software and Services Agreement ("Agreement") by and between the Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS"), and Carahsoft Technology Corporation ("Vendor").

The maximum compensation payable to Vendor for the Term of this Agreement shall not exceed Five hundred and fifty thousand dollars (\$550,000) ("Maximum Compensation Amount"). The contract price for DocuSign eSignature Enterprise Pro for Gov with 200,000 envelopes, Premier Support, and DocuSign Retrieve is Four Hundred Forty-Two Thousand Dollars (\$442,000.00). Overage fees for exceeding the envelope allowance is \$3.00 per envelope. Additionally, the contract includes up to 500 hours of Professional Services Consulting from DocuSign totalling One Hundred One Thousand Three Hundred and Fifteen Dollars (\$101,315.00) and a DocuSign University Campus Pass Subscription for five (5) seats for Four Thousand Seven Hundred Thirty-Six Dollars and 84 Cents (\$4,736.84).

If the Renewal Option is exercised, pricing will be re-evaluated by the Board and Vendor and approved by the Board and Vendor based on CPS' envelope commitment for the next school year. If usage and terms are the same, the renewal contract price will be capped at a maximum increase of four percent.

The Vendor shall invoice the Board in accordance with the Payment Schedule below. Payments are to be made to Vendor on Net 30 terms. Custom Engagement Hours will be invoiced monthly in arrears upon hours performed.

Invoice Date	Payment Total
Invoice #1 - Upon issuance of PO	\$442,000 DocuSign Enterprise Pro with 200,000 envelopes; Premier Support; DocuSign Retrieve
Invoice #2 - August	DocuSign University + July 29-31 2023 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #3 - September 8, 2023	August 2023 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #4 - October 13, 2023	September 2023 Custom Engagement Monthly Hours in arrears upon hours performed

Invoice #5 - November 10, 2023	October 2023 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #6 - December 8, 2023	November 2023 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #7 - January 12, 2024	December 2023 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #8 - February 9, 2024	January 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #9 - March 8, 2024	February 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #10 - April 12, 2024	March 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #11 - May 10, 2024	April 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #12 - June 14, 2024	May 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #13 - July 12, 2024	June 2024 Custom Engagement Monthly Hours in arrears upon hours performed
Invoice #14 - August 9, 2024	July 2024 Custom Engagement Monthly Hours in arrears upon hours performed

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Exhibit E-1

carahs

CARASOFT TECHNOLOGY CORP.'S

Statement of Work for Chicago Public Schools - IT

oft

July 29th, 2023

CARASOFT TECHNOLOGY CORP.

11495 Sunset Hills RD, SUITE 100

RESTON, VA 20190

888.66.CARAH | WWW.CARASOFT.COM



Saturday, July 29th, 2023

Statement of Work for the Chicago Public Schools - IT

42 W Madison St

Chicago, IL, 60602

Re: Carahsoft's Statement of Work for Chicago Public Schools - IT

Carahsoft Technology Corp. appreciates the opportunity to provide a change request for the Chicago Public Schools - IT. Carahsoft has worked to provide the Chicago Public Schools - IT with a statement of work that will deploy a project team for analysis, design, provisioning, configuration, consultation, and deployment of the applicable DocuSign products.

Please feel free to contact me directly at [571.662.3380](tel:571.662.3380)/ Stephen.Workman@carahsoft.com or Zak Kennedy at [703.230.7430](tel:703.230.7430)/ Zak.Kennedy@Carahsoft.com with any questions or concerns.

Thank you for your time and consideration.

Sincerely,

Stephen Workman

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STATEMENT OF WORK

This Statement of Work ("SOW") is made between DocuSign, Inc., a company incorporated in Delaware ("DocuSign") and Carahsoft Technology set forth below ("Customer") pursuant to the Reseller Agreement made effective on January 23, 2018.

AGREED AND ACCEPTED.

Carahsoft OBO Chicago Public Schools - IT		Chicago Public Schools - IT	
11493 Sunset Hills Rd. Reston, VA 20190 United States		42 W Madison St, Chicago, IL, 60602 USA	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Initials:	



STATEMENT OF WORK

SOW #	Q-01119445
Project Name:	Carahsoft OBO Chicago Public Schools - IT - Professional Services Renewal
Estimated Services Start Date	July 29, 2023 This date is an estimate only and is subject to change based on contract signature and resource availability.
Expiration Date	July 28, 2024
Payment Terms:	Net 30
Purchase Order Required?	
Purchase Order Number	
Prepared By:	Mike Parish

1. FEE SCHEDULE

1.1. Fees:

Service Description	Billing Type	Estimated Start Date	Estimated End Date	Quantity	List Price	Net Price	Total Amount (USD)
Custom Engagement - Per Hour - (DSI-0000372)	Services are provided on a time and materials basis, billed monthly in arrears.	July 29, 2023	July 28, 2024	500	275.00	202.63	\$101,315.00
DSU Campus Pass Team Subscription - (DSI-0000610)	The following services are provided on a fixed fee basis. The fixed fee will be invoiced upon signature.	July 29, 2023	July 28, 2024	1	4,736.84	4,736.84	\$4,736.84
Total Services & Expense Estimate (PO Amount Required, Excluding Tax)							\$106,051.84

Bill To Address	Customer Billing Contact
11493 Sunset Hills Rd. Reston, VA 20190 United States	Name: Carahsoft Accounting Title: Billing Team Email: accounting@carahsoft.com Phone: +1.703.871.8500

2. PERIOD AND STANDARD OF PERFORMANCE; OWNERSHIP



- 2.1. The Services shall commence on the Effective Date and continue until the completion criteria have been met. The Services will be complete when the earliest of the following occur:
 - 2.1.1. All hours agreed in this SOW have been utilized.
 - 2.1.2. Customer gives written notice to DocuSign that Services are no longer needed.
 - 2.1.3. Expiration Date has been reached.

- 2.2. DocuSign confirms that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standard practice and this SOW. If Customer believes for any reason that the Services have not been completed consistent with the terms of this SOW, it shall promptly notify DocuSign in writing, in no event more than thirty (30) days after receipt of DocuSign's completion notice or the completion criteria being met. Upon receipt of such notice, DocuSign, at its option, will either use commercially reasonable efforts to re-perform the affected Services in conformance with this SOW or will terminate the affected Services and will refund Customer the prorated amount of fees for the unperformed or nonconforming Services which shall constitute Customer's exclusive rights and remedies in connection with the performance of the Services. Unless Customer delivers a non-completion notice during the specified time, all aspects of the Services will be deemed accepted without objection by Customer.

- 2.3. Unless expressly stated otherwise, all information, materials, services and deliverables provided by or for DocuSign in the performance of Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Services under this SOW.



PROJECT SCOPE & DESCRIPTION

3. EXECUTIVE OVERVIEW

Chicago Public Schools (CPS) has engaged DocuSign to leverage Professional Services and enablement expertise to accelerate the time to value of their project objectives with the added expertise and guidance from DocuSign's Product and Technical Consultants, Customer Success Architects, as well as Learning Strategists. This is to build upon the work of CPS' existing DocuSign project (SOW Q-00758499).

4. DESCRIPTION OF SERVICES ("PROJECT")

4.1. Advisory Services:

4.1.1. Strategic services to identify, prioritize, develop and deploy use cases across customer's organization by:

- 4.1.1.1. building a "roadmap to success" based on identified high-level use cases with envelope usage;
- 4.1.1.2. advising on proof of concepts that showcase new approaches to utilizing DocuSign;
- 4.1.1.3. determining each use case's requirements for successful implementation;
- 4.1.1.4. assisting Customer with implementation of identified and prioritized use cases by introducing DocuSign 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;
- 4.1.1.5. managing and resolving scope-expanding topics such as customizations, enhancement requests, and implementation issues
- 4.1.1.6. Establishing a centralized Center of Excellence (CoE) to aid enterprise-wide adoption.
- 4.1.1.7. Measuring, analyzing, and presenting project and program success metrics and ROI analyses to appropriate stakeholders within Customer's organization.

4.1.2. The DocuSign retained resource is entitled to paid time off as well as all regional DocuSign holidays and will provide the customer with advanced notice when they will be out of the office.

4.2. Build & Configure:

4.2.1. Includes hours to complete the following:

- 4.2.1.1. Template Configuration & Advisory:
- 4.2.1.2. System Integration & DocuSign API Advisory:

4.3. Project Deliverables:

Deliverables	Description
Deployment from Sandbox to Production	DocuSign will assist customer with deploying the customized solution built as part of this SOW into a Production.

4.4. DocuSign University (DSU) offerings:

4.4.1. DocuSign University Campus Pass Team

4.4.1.1. 1 Year Subscription, includes:

- 4.4.1.1.1. Five named users, with unlimited access to public Deep Dive Courses
- 4.4.1.1.2. Access to Role-Based Learning Paths
- 4.4.1.1.3. 1 Private standard End User Training, for up to 12 people (eSign only)
- 4.4.1.1.4. To expedite the activation of the Campus Pass Teams subscription, the named Administrator on this account will be used as the subscription Point of Contact unless another named individual is assigned.
- 4.4.1.1.5. The Campus Pass Teams subscription begins with the signed purchase order and ends in one year from purchase date.

4.5. Out of Scope Services:

- 4.5.1. DocuSign will be responsible for system integration and DocuSign API advisory only.

5. ASSUMPTIONS



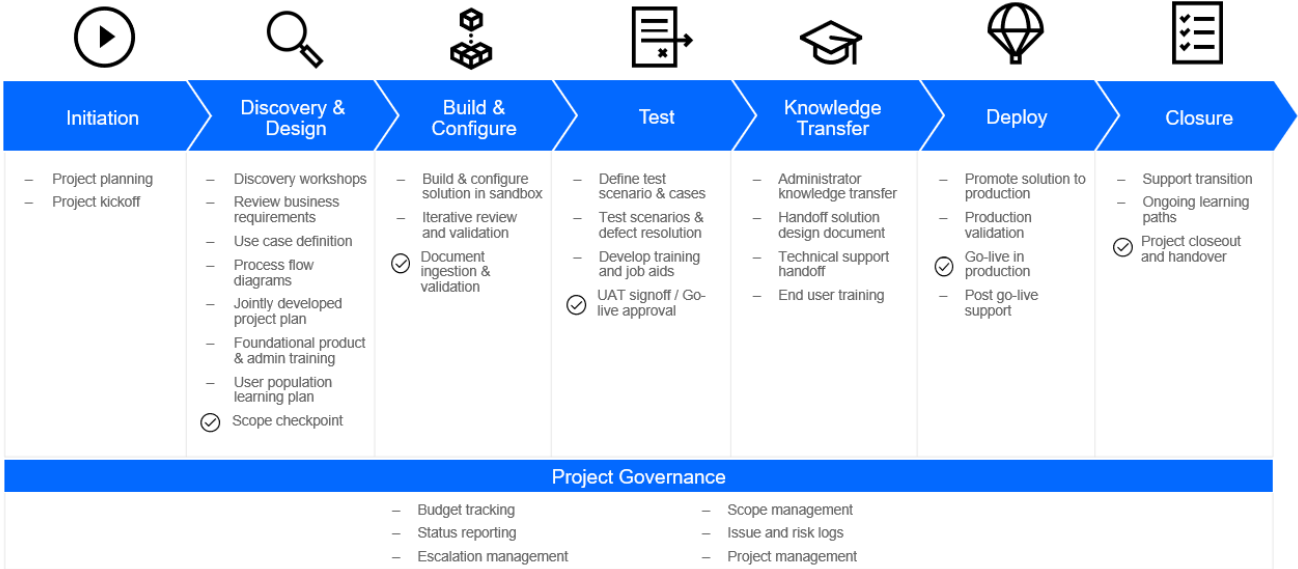
5.1. General Assumptions

- 5.1.1. 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.
- 5.1.2. At the conclusion of the discovery and design, Customer and DocuSign will jointly determine what work will be assigned to each team to ensure DocuSign's work effort will remain within the SOW budget. Should Customer require DocuSign to complete additional work that exceeds the budget within this SOW, DocuSign will issue a Change Order to Customer for the additional budget requested.
- 5.1.3. 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.
- 5.1.4. 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>



6. SERVICES DELIVERY APPROACH

The DocuSign 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 deliverables 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.



7. 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. DocuSign highly recommends counterparts to these roles on Customer's team as well:

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DocuSign Role	Responsibilities
Services Delivery Manager	<ol style="list-style-type: none"> 1. Tier 2 Project Escalation Point 2. Provides solution design guidance and project governance
Project Manager	<ol style="list-style-type: none"> 3. Tier 1 Escalation point of contact and oversees Project management, delivery, schedule, milestones, and serves as quality oversight. 4. Acts as the primary point of contact between DocuSign and Customer.
Customer Success Architect	<ol style="list-style-type: none"> 5. Serves as a strategic leader in digital transformation with subject matter expertise in electronic signature, digital signature, and digital transaction management 6. Assists the customer in identifying and prioritizing use cases across their organization 7. Offers prescriptive guidance on critical decisions 8. Measures, analyzes, and presents project and program success metrics and ROI analyses to appropriate stakeholders within a customer's organization
Solution Architect	<ol style="list-style-type: none"> 9. Prepares and facilitates workshops with the key stakeholders to ascertain and define business requirements. 10. Defines overall functional solution design. 11. Identify and scope custom development efforts discovered during Discovery. 12. Leads all design-related Deliverables and final configuration.
Product Consultant	<ol style="list-style-type: none"> 13. Supports analysis and documentation of process flows and requirements of current and future state processes. 14. Performs configuration of all settings, updates, and changes of the DocuSign solution. 15. Creates unit test scripts and performs QA testing. 16. Coordinate and assist the Customer in User Acceptance Testing.
Technical Consultant	<ol style="list-style-type: none"> 17. Assists with configuring the DocuSign solution, satisfying the requirements as defined in the user stories associated to integrations, document migration, and/or custom development. 18. Performs unit testing of completed configurations.
Technical Architect	<ol style="list-style-type: none"> 19. Ensure that best practices and industry standards are incorporated into all delivered custom code solutions 20. Provide technical and thought leadership on all development related activities within Professional Services
DocuSign University Trainer	<ul style="list-style-type: none"> • Deliver high-quality and impactful learning experiences in a training environment • Training delivered in a variety of formats, both virtual and onsite classroom settings

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	<ul style="list-style-type: none"> • In-house product experts • Collaborate on custom curriculum creation
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8. 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 the DocuSign 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 DocuSign 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 DocuSign'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.

9. CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

- 9.1. A Project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
- 9.2. The designated Project Manager of the requesting party (DocuSign or Customer) will review the proposed change and determine whether to submit the request to the other party.
- 9.3. Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a CO will be authorized and signed by both parties.

10. PROJECT GUIDELINES

- 10.1. Team Member Availability. All of Customer's Project team members (as may be agreed by the Parties) will be made available to the DocuSign Project team, based on the Project plan that will be developed upon the full execution of this SOW.
- 10.2. Response Times. Any questions posed on status or development details will be answered by DocuSign 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. DocuSign expects a similar response time from Customer for questions that DocuSign poses to the Customer team.
- 10.3. Customer Project Manager. The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
 - 10.4. DocuSign Staffing. DocuSign 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. The DocuSign resource will keep the Customer Project Manager informed about Customer resources staffing plans.
 - 10.5. Scope Changes. Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to DocuSign's availability and Carahsoft's standard rates for professional services and will be managed via the change control process outlined above.
 - 10.6. Subcontractors. Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, DocuSign may, at its discretion, deploy DocuSign approved or accredited resources to deliver the Project as a subcontractor of DocuSign. In such cases, DocuSign 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. DocuSign will remain responsible for the acts and omissions of its subcontractors as they relate to the Services as if DocuSign had performed the acts or omissions itself and any such subcontracting will not reduce DocuSign's obligations to Customer under the Agreement or this SOW.
 - 10.7. 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.