



**ORDER FORM**

This Order Form is made by and between City of Peoria (“Client”) whose principal place of business is 419 Fulton, Suite 207, Peoria, Illinois, 61602, United States and Diligent Corporation (hereinafter “Diligent”), whose principal place of business is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “Party” and are together the “Parties.” All amounts are in USD currency.

**A. Terms**

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “Agreement”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

**B. Diligent Services**

**Subscriptions**

Description	Quantity	Annual Price Per	Total Annual Price
Meeting Manager Pro	1	\$13,545.00	\$13,545.00
VMHD for iCompass with Boxcast Video Streaming	1	\$2,608.00	\$2,608.00
Additional Trackers Ordinance Tracker	1	\$976.00	\$976.00
Additional Trackers Custom Tracker	1	\$976.00	\$976.00
Board Manager	1	\$1,830.00	\$1,830.00

**Total Annual Subscription Fee: \$19,935.00**

**One-Time Installation Fee: \$0.00**

**One-Time Additional Services**

Description	Quantity	Price Per	Total Price
Included BoxCaster Encoder	1	\$0.00	\$0.00
Boxcast Video Streaming Storage (100-Hour Block @ \$1000.00, to be calculated based on Client’s usage 2 months before each anniversary of the Effective Date, in accordance with the Product Terms)	1	\$0.00	\$0.00

**One-Time Services Fee: \$0.00**

Upon execution of this Agreement, Diligent will issue an invoice for the amount of \$19,935.00, plus applicable taxes.

Pricing is valid until September 11, 2022. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be the date of the Client’s signature, and the Initial Term of the Agreement shall run for 1 year from the Effective Date.



After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to [billing@diligent.com](mailto:billing@diligent.com). All Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.

**C. Notices And Client Information**

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

**IF APPLICABLE:**  Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

**Notices to Diligent:**

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation  
111 West 33rd Street, 16th Floor, New York, NY 10120

[Legal@diligent.com](mailto:Legal@diligent.com)

**D. Additional Terms**

- The first sentence of Section 12 (Confidentiality) of the General Terms and Conditions is restated as follows:  

“Client will retain in confidence all non-public information, technology, and materials (including the Diligent Service and Software) provided by or on behalf of Diligent during the Term (Diligent’s “Confidential Information”), and Diligent shall retain in confidence the Client Data (Client’s “Confidential Information”).”
- The last two sentences of Section 16.6 (Governing Law and Dispute Resolution) of the General Terms and Conditions are hereby deleted in their entirety.
- Section 6 of the iCompass Additional Terms is hereby deleted in its entirety.



Agreement Number: Q-980733

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

**City of Peoria**  
("Client")

By:

Name:

Job Title:

Date:

**Diligent Corporation**  
("Diligent")

By:

Name:

Job Title:

Date: