



Agreement Number: Q-1421140

ORDER FORM

This Order Form is made by and between University of Mary Washington (hereinafter “**Client**”) whose principal place of business is Office of the President 1301 College Avenue, Fredericksburg, Virginia, United States 22401 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

Diligent Community Package

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Diligent Community Platform	Community Platform	September 02, 2025	September 01, 2026	1	20,050.00 USD	20,050.00 USD
Livestream Manager Pro for Diligent Community (Includes Integration with BoxCast)		September 02, 2025	September 01, 2026	1	0.00 USD	0.00 USD
Committee Manager	Committee Manager pre loaded with 5 Committees	September 02, 2025	September 01, 2026	1	0.00 USD	0.00 USD
Policy Publisher for Diligent Community		September 02, 2025	September 01, 2026	1	0.00 USD	0.00 USD

Total Annual Subscription Fee: 20,050.00 USD

One-Time Installation Fee: 0.00 USD

As of the execution of this Order Form, Client will pay a total of 17,880.96 USD (plus applicable taxes) for the subscriptions and/or services purchased under this Order Form. Upon execution of this Order Form, Diligent will issue billing documents for such subscriptions and/or services, which may include invoices or credit memos as applicable.

Pricing is valid until August 31, 2025. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.



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The “Effective Date” of this Agreement shall be the Start Date as set forth above and the Initial Term of the Agreement shall run from the Effective Date through the End Date as set forth above.

After the Initial Term, the term of the Agreement may renew for additional 1 year Renewal Terms upon the mutual written agreement of the Parties. Any notices of non-renewal issued by Client to Diligent must be provided to 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:	UMW Accounts Payable	UMW Procurement Services
Address:	1301 College Avenue, Fredericksburg, VA 22401	1301 College Avenue, Fredericksburg, VA 22401
Billing Contact:	Lauren Bass	Lindsay Fare
Phone:	540-654-1226	540-654-1057
E-mail:	invoices@mail.umw.edu	procure@umw.edu
Additional Email:	keury@umw.edu; jmclurk@umw.edu	lfare@umw.edu
VAT/Tax ID:	54-6001757	
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: Legal@diligent.com

D. Additional Terms

1. This Agreement in particular supersedes the previous agreement between Client and Diligent dated November 01, 2023 (the “Preceding Contract”), which Preceding Contract is hereby terminated by the Parties as of the Effective Date and provided that nothing under this Agreement relieves Client of any liability for fees due under the Preceding Contract that are attributable prior to the Effective Date. Any fees that have been prepaid under the Preceding Contract that are attributable from the Effective Date onward shall be applied to the fees due from the Client to Diligent under this Agreement. For the avoidance of doubt, this Section does not relieve Client of any liability for the fees due pursuant to this Agreement.
2. Notwithstanding the foregoing, Diligent will make available the software-as-a-service offerings available in the Preceding Contract (the “Previous Products”) for a limited additional period of up to ninety (90) days after the Effective Date of this Agreement (the “Transition Period”) at no additional cost to Client for the purpose of enabling an ordinary transfer to Client’s use of the software-as-a-service offerings in this Order Form, subject at all times to Client continuing to provide reasonable cooperation to Diligent, including assistance to complete any implementation objectives. For the avoidance of doubt, such use of the Previous Products by Client during the Transition Period shall continue to be governed by the terms of the Preceding



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Contract except that, in the event of any conflict between the terms of the Preceding Contract and this Agreement, this Agreement shall control.



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

University of Mary Washington
("Client")

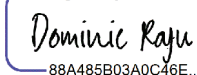
Signature:

Name: Lindsay Fare

Job Title: Senior Contract Officer

Date: 9/22/2025

Diligent Corporation
("Diligent")

Signed by:
Signature: 
88A485B03A0C46E...

Name: Dominic Raju

Job Title: Authorized Signatory

Date: September 18, 2025 | 1:24 AM EDT

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON

CONTRACTOR NAME: Diligent Corporation

TITLE OF CONTRACTOR'S FORM: Agreement Number: Q-1421140 – Order Form

The University of Mary Washington ("UMW"), an Agency of the Commonwealth of Virginia (the "Commonwealth"), and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) (check the appropriate box): ☐ individual proprietorship ☐ association ☐ partnership ☒ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by UMW for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of each party hereto, its respective officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of UMW or the Commonwealth.

Section 1: Addendum Provisions

The Contractor's form contract is, with the exceptions noted herein, acceptable to UMW and the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by UMW or the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against UMW or the Commonwealth:

1. Requiring UMW to maintain any type of insurance; either for UMW's benefit or for the contractor's benefit;
2. Requiring UMW not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record;
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
4. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
5. Requiring UMW to indemnify or to hold harmless the other party for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4354,

Prompt Payment;

7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of UMW before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for property damage or personal injury;
13. Permitting unilateral modification of this contract by the Contractor;
14. Binding UMW to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obliging UMW to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of UMW;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of UMW.
18. Requiring UMW to agree to or be subject to any form or equitable relief not authorized by the Constitution or laws of Virginia.
19. Granting Supplier or an agent of Supplier the right to audit or examine, directly or indirectly, our/Customer's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Procurement Department.

The Contractor shall observe the following:

1. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - a. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - b. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - c. Nonvisual Access Technology shall be integrated into any networks used to share communications

- among employees, program participants or the public; and
- d. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §2.2-3500 through 2.2- 3504 of the Code of Virginia.

3. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug- free workplace.

The Agency does not discriminate against faith-based organizations.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties hereto.

This contract is subject to appropriations by the Virginia General Assembly.

Signature Page Follows

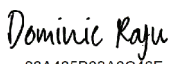
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR: DILIGENT CORPORATION

AGENCY: UNIVERSITY OF MARY WASHINGTON

SIGNATURE:

Signed by:


88A485B03A0C46E...

SIGNATURE: _____

PRINTED NAME: Dominic Raju

PRINTED NAME: Lindsay Fare

TITLE: Authorized Signatory

TITLE: Senior Contract Officer

DATE: September 18, 2025 | 1:24 AM EDT

DATE: 9/22/2025

**COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION**

*For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States*

To: Diligent Corporation Date: 9/22/2025
Name of Dealer

<u>1111 19th St. NW 9th Floor</u>	<u>Washington</u>	<u>DC</u>	<u>20036</u>
Number and Street or Rural Route	City, Town, or Post Office	State	ZIP Code

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds. Check the appropriate box below.

- ☐ 1. Tangible personal property for use or consumption by the Commonwealth of Virginia, including prepared meals, catering, and other services related to the provision of food.
- ☐ 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia, including prepared meals, catering, and other services related to the provision of food.
- ☐ 3. Tangible personal property and taxable services for use or consumption by the United States.

University of Mary Washington - Commonwealth of Virginia Agency #00215 Tax Exempt #54-6001757
Name of Governmental Agency

<u>1301 College Avenue</u>	<u>Fredericksburg</u>	<u>VA</u>	<u>22401</u>
Number and Street or Rural Route	City, Town, or Post Office	State	ZIP Code

I certify I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By:  Associate Vice President for Finance
Signature Title

Information for dealer: A dealer is required to have on file only one Certificate of Exemption, properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.