

ORDER FORM

This Order Form is made by and between Irvine Chinese Immersion Academy (“**Client**”) whose principal place of business is 1 Liberty, Irvine, California, 92620, 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
BoardDocs Pro	1	\$6,500.00	\$6,500.00

Total Annual Subscription Fee: \$6,500.00

One-Time Installation Fee: \$0.00

Upon execution of this Agreement, Diligent will issue an invoice for the amount of \$6,500.00, plus applicable taxes.

Pricing is valid until July 16, 2023. 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 8.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. 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:	Dr. Benson Kwok	
Address:	1 Liberty Irvine CA 92620	

Billing Contact:	Dr. Benson Kwok	
Phone:	949-559-6868	
E-mail:	bkwok@iciacademy.org	
Additional Email:	info@iciacademy.org	
VAT/Tax ID:	95-3367525	
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

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

Irvine Chinese Immersion Academy
("Client")

By:

Name:

Job Title:

Date:

Diligent Corporation
("Diligent")

By:

Name:

Job Title:

Date: