



ORDER FORM

This Order Form is made by and between Texas Board of Nursing (hereinafter “**Client**”) whose principal place of business is 1801 Congress Avenue, #10-200, Austin, Texas, United States 78701 and Diligent Corporation (hereinafter “**Diligent**”), whose principal place of business is located at 1111 19th St NW, 8th 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	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
BoardDocs Pro	September 01, 2023	August 31, 2026	1	12,000.00 USD	12,000.00 USD

Total Annual Subscription Fee: 12,000.00 USD

One-Time Installation Fee: 0.00 USD

As of the execution of this Order Form, Client will pay a total of 12,000.00 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, 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 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.

Pricing for the annual Subscription Fees shall increase by 4.50% on September 1, 2023, by 5.00% on September 1, 2024, and by 5.00% on September 1, 2025. Thereafter, effective on each anniversary of the Effective Date, pricing shall increase by 8.00%.

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. 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:		
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

D. Additional Terms

1. This Agreement in particular supersedes the previous agreement between Client and Diligent dated February 21, 2014 (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. The Texas Board of Nursing Terms and Conditions appended hereto as Addendum A is hereby incorporated into this Agreement.



Agreement Number: Q-1204775

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

Texas Board of Nursing
("Client")

By: *Kristin K. Benton, DNP, RN*

Name: Kristin K. Benton, DNP, RN

Job Title: Executive Director

Date: 9/22/23

Diligent Corporation
("Diligent")

By:

DocuSigned by:
John Van Arsdale
2DC657616BD64E7...

Name:

Job Title: General Counsel

Date:

Addendum A – Texas Board of Nursing Terms and Conditions

Fiscal Year 2024 General

1.1 Antitrust Affirmation.

Diligent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Diligent nor the firm, corporation, partnership, or institution represented by Diligent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Diligent.

1.2 Assignment.

Neither Party may assign this Agreement or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement without the prior written consent of the other Party, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void. Notwithstanding the foregoing, upon prior written notification to the other Party, either Party may assign this Agreement or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement without such prior written consent to: (1) a successor in interest (for Client, another state agency as designated by the Texas Legislature) or (2) a subsidiary, parent company, or other entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

1.3 Buy Texas Affirmation.

In accordance with Section 2155.4441 of the Texas Government Code, Diligent agrees that during and for the performance of this Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State, to the extent applicable.

1.4 Child Support Obligation Affirmation.

Under Section 231.006 of the Family Code, Diligent certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

1.5 COVID-19 Vaccine Passport Prohibition.

Under Section 161.0085 of the Texas Health and Safety Code, Diligent certifies that it is not ineligible to receive the specified Agreement.

1.6 Critical Infrastructure Affirmation.

Pursuant to Government Code Section 2274.0102, Diligent certifies that neither it nor its parent company, nor any affiliate of Diligent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any

other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

1.7 Data Management and Security Controls.

In accordance with Section 2054.138 of the Texas Government Code, Diligent certifies that it will comply with the security controls required under this Agreement and will maintain records and make them available to Client as evidence of Diligent's compliance with the required controls.

1.8 Dealings with Public Servants Affirmation.

Pursuant to Section 2155.003 of the Texas Government Code, Diligent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

1.9 Debts and Delinquencies Affirmation.

Diligent agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas. In accordance with Section 403.0551 Texas Government Code, Diligent acknowledges that any payments due to Diligent under this Agreement will be first applied toward any debt and/or back taxes Diligent owes the State of Texas. Payments will be so applied until such debts and taxes are paid in full. This Section does not apply if federal law requires payment to be made to Diligent for the services and may not apply if federal law conditions the receipt of the money for this service to the State or the basis of payment being made to Diligent.

1.10 Disaster Recovery Plan.

In accordance with 13 Texas Administrative Code § 6.94(a)(9), relating to third-party custodians of records, upon Client's written request, Diligent shall provide to Client the descriptions of its business continuity and disaster recovery plans.

1.11 Dispute Resolution.

Except with respect to a claim for injunctive relief as permitted by applicable law, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any claim for breach of contract made by Diligent or Client that cannot be resolved in the ordinary course of business. If either party's claim for breach of contract cannot be resolved informally between the parties, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Diligent shall submit written notice to the Client, as required by Chapter 2260. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code. Compliance by Diligent with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

Notwithstanding any other provision of this Agreement to the contrary, unless otherwise requested or approved in writing by the Client, Diligent shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, Diligent may suspend performance during the pendency of such claim or dispute if Diligent has complied with all provisions of Section 2251.051 of the Texas Government Code.

1.12 E-Verify Program.

Diligent certifies that for contracts for services, Diligent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Agreement to determine the eligibility of:

- All persons employed by Diligent to perform duties within Texas; and
- All persons, including subcontractors, assigned by Diligent to perform work pursuant to the Agreement within the United States of America.

1.13 Excess Obligations Prohibited; Non-Appropriation of Funds; Legislative Action.

Diligent acknowledges that the ability of Client to make payments under this Agreement is contingent upon the continued availability of funds. Diligent further acknowledges that funds may not be specifically appropriated for the Agreement and Client's continual ability to make payments under the Agreement is contingent upon the funding levels appropriated to Client. Client will use all reasonable efforts to ensure that such funds are available for future Renewal Terms. In the event funds are not appropriated or otherwise available for the Service for any Renewal term, Client shall provide notice to Diligent thirty (30) days prior to the commencement of such Renewal term, and the Agreement shall terminate without penalty upon the expiration of the then-current Initial Term or Renewal Term. Notwithstanding the foregoing, should Client fail to provide notice to Diligent of non-appropriation, such failure shall not create an obligation on Client to enter into a Renewal Term with non-appropriated funds. Non-appropriation or non-funding shall not be considered an event of default. Funds already paid pursuant to the Agreement shall not be refunded. Failure to appropriate funds for any subsequent Renewal term shall not relieve Client from its obligation to pay any outstanding fees due or owing to Diligent prior to such Renewal Term. In the event of such a termination, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Software, and pay all unpaid fees.

1.14 Excluded Parties.

Diligent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

1.15 Executive Head of a State Agency Affirmation.

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Diligent certifies that, to the best of its knowledge, it is not (1) the executive head of Client, (2) a person who at any time during the four years before the date of the Agreement was the executive head of Client, or (3) a person who employs a current or former executive head of Client.

1.16 False Statements.

Diligent represents and warrants that all statements and information prepared and submitted in connection with this Agreement are complete and accurate. Submitting a false statement or making material misrepresentations to Client during the performance of this Agreement constitute a material breach of the Agreement and may void the Agreement.

1.17 Financial Participation Prohibited Affirmation.

Under Section 2155.004(b) of the Texas Government Code, Diligent certifies that the individual or business entity named in this Agreement is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.18 Foreign Terrorist Organizations.

Section 2252.152 of the Texas Government Code prohibits Client from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Diligent certifies that it not ineligible to receive the Agreement.

1.19 Former Agency Employees.

Diligent represents and warrants that, to the best of its knowledge, none of its employees, who fulfill Diligent's obligations under this Agreement, were former employees of Client during the twelve (12) month period immediately prior to the date of execution of the Agreement.

1.20 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to Client.

1.21 Human Trafficking Prohibition.

Under Section 2155.0061 of the Texas Government Code, Diligent certifies that it is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.22 Indemnification.

See section 8 of Diligent General Terms and Conditions.

1.23 No Conflicts of Interest.

Diligent represents and warrants that the provision Services will not constitute an actual conflict of interest.

1.24 Prior Disaster Relief Contract Violation.

Under Sections 2155.006 and 2261.053 of the Texas Government Code, Diligent certifies that it is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.25 Texas Public Information Act.

Diligent understands that Client will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Diligent shall make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.

1.26 Signature Authority.

The undersigned certifies that he or she is authorized to execute a contract as an authorized representative of Diligent.

1.27 State Auditor's Right to Audit.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds directly under this Contract or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. To the extent required by law, Diligent further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records reasonably requested in regard to such audit or investigation.

1.28 Suspension and Debarment.

Diligent certifies that, as of the Effective Date, neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Agreement by any state or federal agency.

1.29 Technology Access Clause.

Diligent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Upon Client's



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written request, Diligent will provide a copy of its most current Voluntary Product Accessible template ("VPAT"), and Diligent warrants that the VPAT will be accurate to the best of Diligent's knowledge as of the date it is provided.