

Informational Items

May 2019

Requesting Department: Information Tech. / IT Data Communications

Description: For the Tollway's estimated requirement of Contract 19-0041 for Diligent Boards Software with Maintenance and Support for a two-year period.

Awarded to: Diligent Corporation

Amount: \$83,125.00

Procurement Method: ISTHA Small Purchase

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Diligent Boards Software, Maintenance, and Support

#19-0041

The Parties to this contract ("Contract" or "Agreement") are the State of Illinois acting through the undersigned Agency (collectively, the "State", "Tollway" or "Client") and Diligent Corporation (the "Vendor", "Contractor" or "Diligent"). This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, including all Exhibits (which are incorporated herein by reference), constitute the entire contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. DESCRIPTION OF SUPPLIES AND SERVICES
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STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Diligent Boards Software, Maintenance, and Support

#19-0041

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

VENDOR

Vendor Name: Diligent Corporation	Address: 111 West 33 rd Street, 16 th Floor New York, New York 10120
Signature: [Redacted]	Phone: 212-741-8181
Printed Name: Michael J. Stanton	Fax: N/A
Title: Chief Financial Officer	Email: AMERContracts@diligent.com
Date: May 16, 2019	legal@diligent.com

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: [Redacted]	
Official Signature: [Redacted]	Date: 5/22/19
Printed Name: [Redacted]	
Official's Title: Executive Director	
Approved as to Form and Constitutionality	
Legal Signature: [Redacted]	Date: 5-20-19
Legal Printed Name: Andrew Levant	
Legal's Title: Attorney General, State of Illinois	
Procurement Signature: [Redacted]	Date: 5/21/19
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: R-32093
- Project Title: Diligent Boards Software, Maintenance, and Support
- Contract #: 19-0041
- Procurement Method (IFB, RFP, Small Purchase, etc.): Small Purchase
- IPB Reference #: B-6764
- IPB Publication Date:
- Award Code: D
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: During the Term, Vendor will make available the Diligent Service to Client. Client hereby orders the Diligent Service for the number of Users identified for each of the User Types in Exhibit C, for each of the Assigned Groups identified in Exhibit C, and for the Additional Capabilities identified in Exhibit C. Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under this Agreement.

1.1.1 CLIENT DATA AND CLIENT MATERIALS

1.1.1.1 Client reserves all title and ownership of the Client Data. Diligent will take the security measures outlined in section 10 of Exhibit A with respect to the storage and transmission of Client Data. Each year during the Term, Diligent will engage an independent third party to conduct an SSAE 18 audit (or similar successor audit) of Diligent.

1.1.1.2 Client hereby grants Diligent the right to use the Client Data for the purposes of providing the Diligent Service pursuant to this Agreement. If Client furnishes to Diligent any content or materials (including graphics, logos, trademarks, etc.) other than Client Data (collectively "Client Materials") Diligent may use the Client Materials in connection with the provision of the Diligent Service under this Agreement.

1.1.1.3 Client is solely responsible for and will comply with the Configuration Requirements in Exhibit B.

1.1.2 WARRANTIES FOR SUPPLIES AND SERVICES:

1.1.2.1 During the Term, Diligent represents and warrants that the Diligent Service and Client Software will materially conform to the Specifications. The warranty will not apply: (i) if the Diligent Service or Client Software is not used in accordance with this Documentation; or (ii) if the defect is caused by Client Data or Client Materials or any third party services, content or products or any modification or customization to the Diligent Service or Client Software.

1.1.2.2 If notified in writing of a valid warranty claim under the preceding section, Diligent will, at its option, (i) correct the non-conforming Diligent Service or Client Software so that it materially complies with the Specifications; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate this Agreement and refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that Client provided written notice of the warranty claim under the preceding section. This section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under the preceding section.

1.1.2.3 Diligent represents and warrants that all intellectual property rights in the Diligent Service and Client Software are owned or licensed by Diligent, that Diligent has all necessary and required rights to license or sub-license such rights to Client for the use intended hereunder. Notwithstanding the foregoing, Diligent's obligations set forth in section 4.9 (Indemnification) state Diligent's sole liability and Client's sole remedy for breach of this warranty.

1.1.2.4 Viruses. Diligent will take reasonable precautions to protect against any person acting by, under or through Diligent from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Client Software used to fulfill Diligent's obligations under this Agreement.

1.1.2.5 Vendor warrants that the Vendor Service will be provided by trained and competent personnel.

1.1.2.6 Warranty Disclaimer: EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DILIGENT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, DATA ACCURACY, SYSTEMS INTEGRATION AND NON-INFRINGEMENT. DILIGENT MAKES NO WARRANTY THAT THE DILIGENT SERVICE, CLIENT SOFTWARE, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE. TO THE EXTENT THAT A PARTICULAR JURISDICTION DOES NOT ALLOW FOR THE EXCLUSION OF A WARRANTY, THAT WARRANTY WILL BE LIMITED TO THE MINIMUM PERIOD OF TIME REQUIRED BY LAW STARTING AS OF THE EFFECTIVE DATE, AND THE INVALIDITY OF THE DISCLAIMER WILL NOT AFFECT ANY OTHER DISCLAIMER OR LIMITATION CONTAINED IN THIS AGREEMENT.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. **MILESTONES AND DELIVERABLES:** Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532.

1.2.1 Vendor shall invoice in accordance with the provisions of this section.

1.2.2 For the avoidance of doubt, Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax.

1.2.3 **Fees:** Client will pay the amounts set forth in Exhibit C in accordance with the terms set forth in this section. All Subscription Fees are paid annually in advance. Except as specifically provided to the contrary in this Agreement, in the event of the cancellation, completion, expiration or termination of this Agreement, all monies paid or due or owing to Diligent by Client shall be deemed non-refundable. Any reduction in the quantity of Users, Assigned Groups, or Additional Capabilities shall take effect as of the commencement of the next Renewal Term. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and the installation fee on or about the date the Agreement is executed by both Parties. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees thirty (30) days prior to the anniversary of the Renewal Term. Client will pay all invoices within thirty (30) days of the date of invoice. Client will be responsible for all travel, accommodation and meal expenses incurred in connection with any on-site training or instruction or attendance at board meetings at the request of Client. All amounts payable to Diligent hereunder are payable in full in United States Dollars (unless otherwise indicated in Exhibit C) without deduction or set off, and shall be in addition to all taxes, bank fees or duties, which are also Client's responsibility.

1.2.4 **Taxes:** Client is responsible for payment of all applicable value-added, sales, use, license and other transaction-based taxes (such as gross receipts or excise taxes) and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Diligent's net income) which are levied or imposed by reason of the transactions contemplated by this Agreement. Client agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (exclusive, however, of taxes based on Diligent's net income) regardless of whether such taxes become due or payable at the time of delivery or use of the Diligent Service or Client Software or at the time of payment of the Subscription Fee or, in any instance, subsequent thereto. Client agrees to pay any tax for which it is responsible hereunder, which may be levied on or assessed against Client directly, and, if any such tax is paid by Diligent, to reimburse Diligent therefor, upon receipt of proof of payment reasonably acceptable to Client. Notwithstanding anything to the contrary in this section, Client is not liable to reimburse Diligent for any such taxes, charges, or fees assessed against Diligent for any goods or services, for any reason, under this Agreement, provided that Client must provide Diligent with a certificate of tax exemption evidencing such exempt status promptly upon Diligent's request. To the extent Client is not tax exempt or loses tax exempt status during the then-current term, then to the extent permitted by law, Client will be responsible for payment of all applicable value added, sales, use, license or other transaction based taxes (other than taxes based on Diligent's net income) which are levied or imposed by reason of the transactions contemplated under this Agreement.

1.2.5 **Notification:** Diligent shall notify Client of any security incidents affecting Client Data promptly after the incident has been reasonably confirmed.

1.3. **VENDOR / STAFF SPECIFICATIONS:** The Tollway shall require the Vendor to submit a letter which states they are the sole distributor of this product, upon request of the Tollway. Vendor is required to acknowledge responsibility for and authorization to provide pre- and post-sales support, where applicable, in accordance with Exhibit A.

1.4. **TRANSPORTATION AND DELIVERY:** Access to the software described herein shall be provided to the Tollway as stated in Exhibit A.

1.5. **SUBCONTRACTING**

Subcontractors are are are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized to provide the Vendor Service, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1 Will subcontractors be utilized? Yes No

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to be paid: Click here to enter text

Address: Click here to enter text

Description of work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page

1.5.2 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3 If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

1.6.1 Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.6.2 If yes is checked, then the Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

1.7.1 Client Data and Client Materials may be stored, processed, transmitted and otherwise handled by Vendor and its authorized subprocessors for the purpose of providing the Vendor Service and support services outside of the jurisdiction in which the Client Data or Client Material originates, except that the Parties agree that Client Data shall only be hosted in the United States (unless otherwise agreed upon by the Parties in writing). Vendor shall make available to Tollway its current list of subprocessors and their countries of location at <https://diligent.com/gdpr-subscription>, as amended from time to time.

2. PRICING

2.1. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its Initial Term is estimated at \$83,125.00. This value is approved by the Tollway's Board of Directors, and in the event that Tollway requests additional access rights to the Vendor Service, may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

2.2. EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

2.3. DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4. VENDOR'S PRICING: See Exhibit C.

2.4.1. Vendor's Price for the Initial Term: \$83,125.00.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1. Agency Formula for Determining Renewal Compensation: N/A

2.4.2.2. Vendor's Price for Renewal(s): 5% increase over all amounts listed in Exhibit C

2.5. MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$99,750.00 during the Initial Term without a formal amendment.

3. TERM AND TERMINATION

3.1. **TERM OF THIS CONTRACT:** This contract has an initial term of two (2) years from the Effective Date (which for the avoidance of doubt shall be the date of last signature) (“Initial Term”), unless earlier terminated pursuant to section 3.3 herein. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2. RENEWAL:

3.2.1 Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The Term of this Agreement may renew for additional one year periods (“Renewal Term”) upon the mutual written agreement of the Parties prior to the expiration of the Initial Term or any Renewal Term. Vendor shall implement revised pricing for each Renewal Term at an increase of 5% over all amounts set forth herein for the then-current Initial Term or Renewal Term, as applicable. Collectively the Initial Term and each Renewal Term (if any) constitute the “Term”. For the avoidance of doubt, the services performed under this Agreement may only continue in succeeding Renewal Terms contingent upon sufficient appropriations and authorizations being made for performance of this Agreement for each such Renewal Term by the Tollway. If sufficient appropriations and authorizations are not made for any Renewal Term, this Agreement shall terminate without penalty to Tollway. If Tollway terminates this Agreement for non-appropriation of funds, funds already paid by Tollway to Vendor before the date of termination for non-appropriations will not be refunded.

3.2.2 The contract may neither renew automatically nor renew solely at the Vendor’s option.

3.2.3 Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.3. **TERMINATION:** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching Party’s written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate this Agreement immediately upon providing written notice to Client if Client breaches section 4.7 (Confidentiality) or section 5.7.1 (Access Right; Restrictions), and Client may terminate this Agreement

upon providing written notice to Diligent if Diligent breaches section 4.7 (Confidentiality). Either Party may terminate this Agreement immediately (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination of this Agreement all rights granted to Client will terminate, Client will immediately cease all access and use of the Diligent Service and Client Software, and pay all unpaid fees. In the event the termination of this Agreement is caused by Diligent's breach, Diligent shall refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date of termination. During the Term, Client will be able to download a copy of Client Data in PDF format. After termination of this Agreement, Diligent will notify Client of the deletion date for Client Data on Diligent production systems. Within sixty (60) days of such deletion date, any backups of Client Data shall be deleted. For the avoidance of doubt, deletion of backups may occur simultaneously with the deletion of Client Data on production systems.

For termination due to any of the causes contained in this section, the Parties retain their rights to seek any available legal or equitable remedies and damages.

- 3.4. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this Contract without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.4.2 In the event of such termination, no refund shall be due from Vendor to State and all amounts due or owing from State to Vendor shall immediately become payable.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- [Section 4.1.2 is not applicable to this Agreement as this is a small purchase procurement.]
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: Vendor shall (i) pay its employees prevailing wages when required by law, and (ii) pay its suppliers and subcontractors used to fulfill its obligations under this Agreement according to the terms of their respective contracts. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Contract Administrator
Address:	PO Box 3094
City, State Zip	Lisle, IL 60532-8094

See attached BidBuy Purchase Order

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by either party without the prior written consent of the other party. However, either Party may assign or transfer this Agreement to an Affiliate or in connection with a merger, acquisition, sale of substantially all its assets or other such corporate reorganization.
- 4.3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts used to provide the Vendor Service within fifteen (15) days after execution of this contract. All such subcontracts used to provide the Vendor Service must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract used to provide the Vendor Service the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors used to provide the Vendor Service, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4. **AUDIT/RETENTION OF RECORDS:** Vendor shall maintain books and records relating to the invoices sent pursuant to this Contract necessary to support amounts charged to the State pursuant to the Contract. Such books and records shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during a mutually agreed upon time. Vendor shall reasonably cooperate with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are

not available to support the purported disbursement. For the avoidance of doubt, the retention requirements described in this section shall not apply to Client Data, which shall be deleted as described in section 3.3.

- 4.5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, widespread or regional internet outages, and governmental prohibition. Either Party may terminate this Contract upon written notice and without penalty if performance does not resume within thirty (30) days of such notice.
- 4.7. **CONFIDENTIALITY:** Each Party to this contract, including its agents and subcontractors, may have or gain access to Confidential Information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Client will retain in confidence all non-public information, technology, and materials (including the Diligent Service and Client Software) provided by Diligent during the Term (Diligent's "Confidential Information"), and Diligent shall retain in confidence the Client Data (Client's "Confidential Information"). Each Party will not disclose the Confidential Information of the other to any third party except for those provided under this Agreement or use it for any purpose other than to carry out the activities contemplated under this Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of this Agreement (e.g., Users, contract developers, service providers, etc.), who have a need to know in connection with this Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in this Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. In the event that Diligent is required by law to disclose any portion of the Client Data, or is so directed by Client, Client shall pay any reasonable fees associated with complying with such disclosure. The Parties agree that any violation or threatened violation of this section will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy, therefore the disclosing Party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

- 4.8. **USE AND OWNERSHIP:** Tollway may use the Vendor Service in accordance with section 5.7.1 (Access Rights; Restrictions). Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.9. **INDEMNIFICATION:** Diligent will indemnify Client against any bona-fide third party claim that the grant of a right to, or the access and use by, Client and its Users of the Client Software or Diligent Service in accordance with this Agreement infringes a validly existing United States trademark, copyright, patent rights or other proprietary rights of a third party and pay any final judgment awarded or Diligent-negotiated settlement. Diligent's obligations under this section are conditioned upon Client providing Diligent (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim, provided that all legal representation for the Tollway will be provided in accordance with 605 ILCS 10/15; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim. Diligent will defend any claim with counsel of its own choosing and settle such claim as Diligent deems appropriate. At its discretion and expense, Client may participate in the defense with counsel of its own choosing and at its own cost and expense. Client will not admit liability, take any position adverse or contrary to Diligent, or otherwise attempt to settle any claim or action without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Client Software or Diligent Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Diligent determines in its sole opinion that none of these alternatives are reasonably available, then Diligent may terminate this Agreement, Client will ~~discontinue using the allegedly infringing Client Software or Diligent Service and Diligent will issue Client~~ a pro-rata refund of any prepaid Subscription Fee based on the number of months remaining in the then-current Initial Term or Renewal Term. Diligent has no obligation under this section for and Client will indemnify Diligent against, any third-party claim arising from: (i) Client Data or Diligent's compliance with Client's or its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Client Software or Diligent Service not made by Diligent; (iii) Client's use of the Client Software or Diligent Service that is non-compliant with the Configuration Requirements in Exhibit B or the Documentation; (iv) use of the Client Software or Diligent Service in any manner that is not authorized or is not permitted by this Agreement; (v) Client use or combination of the Client Software or Diligent Service with any other software, hardware, or services that are not provided by Diligent; or (vi) Client's failure to implement changes recommended by Diligent if the infringement would have been avoided by the implementation of the change. This section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement.
- 4.10. **INSURANCE:** The Vendor shall procure and maintain during the Term, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII.
- 4.10.1 Minimum Scope of Insurance Coverage shall be at least as broad as:

- 4.10.2 Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
- 4.10.3 Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
- 4.10.4 Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.
- 4.10.5 Minimum Limits of Insurance Contractor or vendor shall maintain no less than:
1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate.
 2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
 3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
- 4.10.6 The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.
- 4.10.7 Upon Client's written request, Vendor will provide a copy of its Certificate of Insurance which shall include copies of the applicable "additional insured" endorsements. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

[Section 4.10 is not applicable to this Agreement as Vendor is not performing work on-site.]

4.11. LIMITATION ON LIABILITY

- 4.11.1 **DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, USE OR PRIVACY; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL OR OTHER INFORMATION; OR PERSONAL INJURY, PROPERTY DAMAGE OR BUSINESS INTERRUPTION ARISING

OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DILIGENT SERVICE, OR CLIENT SOFTWARE. THE FOREGOING DISCLAIMER WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; THE LIMITED REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS IF THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

4.11.2 **LIMITATIONS ON LIABILITY.** EXCEPT WITH RESPECT TO THE OBLIGATIONS CONTAINED IN SECTION 4.9 (INDEMNIFICATION) OR DILIGENT'S BREACH OF SECTION 4.7 (CONFIDENTIALITY), IN NO EVENT WILL THE AGGREGATE LIABILITY OF DILIGENT (TO THE EXTENT NOT DISCLAIMED UNDER THE PREVIOUS SECTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES RECEIVED BY DILIGENT FROM CLIENT UNDER THIS AGREEMENT DURING THE TWENTY-FOUR MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE. WITH RESPECT TO DILIGENT'S BREACH OF SECTION 4.7 (CONFIDENTIALITY), IN NO EVENT WILL THE AGGREGATE LIABILITY OF DILIGENT (TO THE EXTENT NOT DISCLAIMED UNDER THE PRECEDING SECTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED TWO HUNDRED-FIFTY THOUSAND DOLLARS (\$250,000). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE DILIGENT SERVICE, OR THE CLIENT SOFTWARE WILL NOT ENLARGE OR EXTEND THE LIMITATION ON MONEY DAMAGES. NOTHING IN THIS AGREEMENT EXCLUDES THE LIABILITY OF DILIGENT: (A) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; OR (B) FOR FRAUD OR WILLFUL MISCONDUCT; OR (C) FOR ANY OTHER LIABILITIES THAT CANNOT BE EXCLUDED BY LAW.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL DILIGENT BE LIABLE FOR LOSS, CORRUPTION OR COMPROMISE OF THE CONFIDENTIALITY OF CLIENT DATA, UNLESS THE LOSS, CORRUPTION OR COMPROMISE IS DUE SOLELY TO DILIGENT'S BREACH OF SECTION 1.1.1.1 OR SECTION 4.7, DILIGENT'S NEGLIGENCE, OR DILIGENT'S INTENTIONAL MISCONDUCT.

- 4.12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the Term of this Contract to perform any work under this Contract.
- 4.14. **COMPLIANCE WITH THE LAW:** The Parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

- 4.15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

[Section 4.15 is not applicable to this Agreement.]

4.16. **APPLICABLE LAW:**

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity by entering into this Contract.

4.16.4 **OFFICIAL TEXT:** An unofficial version of the statutes cited herein can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.16.5 The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

4.17. **ANTI-TRUST ASSIGNMENT:** To the extent applicable, if Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract (for the avoidance of doubt, the provision of the Vendor Service), then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

4.18. **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19. **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

- 4.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the contact information of each Party. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 4.22. PERFORMANCE:** Vendor shall provide the Vendor Service in accordance with the Services Specifications in Exhibit A.
- 4.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract. If Client receives a disclosure request or a FOIA request, Client will: (i) promptly notify Diligent of such request; (ii) consult with Diligent on the advisability of taking steps to resist or narrow that request; and (iii) if disclosure of confidential information is required, furnish only such portion of the confidential information legally required to be disclosed.
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- 4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- [Section 4.24 is not applicable to this Agreement as Vendor is not performing professional services.]
- 4.25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to this Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to this Agreement.
- 4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- [Section 4.26 is not applicable to this Agreement]
- 4.27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

- 4.28. **ENTIRE AGREEMENT:** This Contract, including all Exhibits (which are incorporated herein by reference) contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of this Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Diligent and Client with respect to the subject matter of this Agreement. This Agreement supersedes any conflicting terms in Client's purchase order or other ordering document.
- 4.29. **SEVERABILITY:** If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties' intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of this Agreement.
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5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

- Illinois Tollway Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Illinois Tollway Specific Terms and Conditions
- Other (describe)

5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.3. AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.3.1 Order of Precedence:

This contract and Small Purchase, taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Small Purchase Contract

2. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon.

5.3.2 **Publicity:**

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.3.3 **Third Party Beneficiaries:**

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.3.4 **Successors in Interest:**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.3.5 **The Vendor, upon termination, shall return Client Data as described in section 3.3.**

5.3.6 **Inspector General:**

The Vendor/Contractor hereby acknowledges that pursuant to section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will reasonably cooperate in any OIG investigation or review. Cooperation includes reasonably providing access to necessary and required information and documentation related to the provision of the Vendor Service in this Contract., and disclosing and making available personnel involved with the same.

5.4. OVERTIME:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

[Section 5.4 is not applicable to this Agreement.]

5.5. VENUE AND ILLINOIS LAW:

5.5.1 Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.5.2 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.5.3 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.

5.6. REPORT OF A CHANGE IN CIRCUMSTANCES:

To the extent applicable, the Vendor agrees to report to the Tollway promptly, but no later than 21 days following any change in facts or circumstances that shall materially and negatively impact the Vendor's

ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Vendor's Certification/Disclosure Forms, and Standard Certifications. Additionally, Vendor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Vendor, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the Vendor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The Vendor agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

5.7. VENDOR SUPPLEMENTAL PROVISIONS

5.7.1 Access Rights; Restrictions:

5.7.1.1 Access Rights: During the Term and conditioned upon Client's compliance with all the terms of this Agreement, Diligent grants to Client, a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Users to, in accordance with this Agreement, access and use the Diligent Service for Client's internal business purposes. Client's Users may only access the Diligent Service through Diligent's web site and the Client Software. Client's Users may only access Client Data for the Assigned Group(s) for which such Users have been designated a member by Client.

5.7.1.2 Client Software. During the Term and conditioned upon Client's compliance with all the terms of this Agreement, Diligent grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the Client Software on the hardware platform described in the corresponding Documentation in order for Users to access the Diligent Service as permitted under section 5.7.1.1.

5.7.1.3 Designation and Addition of Users. As part of the Configuration, Client will identify in writing the Users, who will be assigned User IDs and, for each of these Users, their User Type(s), Additional Capabilities, and Assigned Group(s). Diligent will issue User IDs to Client that will provide access to the Diligent Service for the number of Users in each of the User Types and for each of the Additional Capabilities corresponding with the Subscription Fees paid by Client as specified in Exhibit C. Client may, during the Term, request to add Users, Assigned Groups, and Additional Capabilities, and Diligent will issue an amendment to this Agreement with the number of additional Assigned Groups, Additional Capabilities, and Users per User Type, as well as the corresponding fees owed in accordance with Exhibit C. Thereafter, Diligent will invoice Client for and Client will pay the Subscription Fees for the additional Assigned Groups, Users, and/or Additional Capabilities, and Diligent will issue corresponding User IDs. If Client adds Users, Assigned Groups, and/or Additional Capabilities mid-year during the Term, the annual Subscription Fees set forth in Exhibit C for the additional Users and Assigned Groups will be prorated based on the time remaining in the Initial Term or Renewal Term. Notwithstanding section 4.21, orders for new Users, Assigned Groups, or Additional Capabilities that are issued by Diligent, executed by the Client in the form so issued, and confirmed by Diligent shall be enforceable by both Parties.

- 5.7.1.4 Reservation of Rights. Except for the limited rights set forth in section 5.7.1.1 and 5.7.1.2 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to the Client Software or Diligent Service. Diligent reserves title, ownership, and all other rights to the Client Software and Diligent Service. Client and Users will not remove, obscure, or alter Diligent's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Service, Client Software, or Documentation.
- 5.7.1.5 Restrictions. Client must not, and represents and warrants it will not, use the Diligent Service in any manner that is not described in the Documentation or in any manner that is prohibited by this Agreement. Client is responsible for all access and use of the Diligent Service and Client Software by its Users and any person that gains access through Client or any of its Users or User IDs. Client must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Service or Client Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any Client Data or any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property rights of any third party in connection with use of the Diligent Service, Client Software or Documentation (including by uploading Client Data to the Diligent Service); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Service, other equipment or networks connected to the Diligent Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Service made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Service or Client Software or utilize the Diligent Service for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) provide publicly, or make publicly available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Diligent Service, or any part thereof; (vii) circumvent the User authentication or security of the Diligent Service or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Diligent Service, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Service; (ix) mirror the Diligent Service on any server; (x) make any use of the Diligent Service that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (xi) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Diligent Service; or (xii) allow any non-Users to use any User IDs, code(s), password(s), or other mechanisms issued to, or selected by, Client or Users for access to the Diligent Service.
- 5.7.1.6 User IDs. Rights of any User to utilize the Diligent Service cannot be shared or used by more than one individual. Client must not and will ensure that Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Diligent Service or Client Software. Client may on a permanent basis transfer a User's access right purchased by Client to another User; provided that Client submits a transfer

request to and obtains a new User ID from Diligent and the original User is no longer a User and is not permitted access to the Diligent Service.

5.7.1.7 Feedback. Client is not required to provide Diligent any feedback, comments or suggestions about the Diligent Service or any of Diligent's technologies, products, or services ("Feedback"). However, if Client provides Feedback, Client agrees that even if it is designated confidential, the Feedback is not confidential and Diligent is free to use, disclose, reproduce, license or otherwise distribute the Feedback without any obligations or restrictions of any kind, including intellectual property rights.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections. The following certifications are not applicable to this Agreement: 3, 4, 6, 16, 18, 19, 25, 26, 27, 31, and 33.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - ~~the contract may be void by operation of law,~~
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
 7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
 8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
 9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
-
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
 11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
 12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
 13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
 14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
 15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of

government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.
33. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Diligent Boards Software, Maintenance, and Support
Illinois Procurement Bulletin Number	N/A (BidBuy Bid #B-6764)
Contract Number	19-0041
Vendor Name	Diligent Corporation
Doing Business As (DBA)	
Disclosing Entity	Diligent Corporation
Disclosing Entity's Parent Entity	Diamond Parent Midco, Inc.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Diamond Parent Midco, Inc.	Corporation Trust Center 1209 Orange St., Wilmington, DE 19801	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Diamond Parent Midco, Inc.	Corporation Trust Center 1209 Orange St., Wilmington, DE 19801	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable.

- 1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- 2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
- 3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
- 4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
- 5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
- 6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable.

- 1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any ~~registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?~~ Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Diligent Corporation To the extent applicable:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? To the extent applicable:

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9
SIGN THE DISCLOSURE
 (All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Diligent Corporation

Signature: 

Date: [Click here to enter text.](#)
 May 16, 2019

Printed Name: [Click here to enter text.](#)
 Michael J. Stanton
 Title: [Click here to enter text.](#)
 Chief Financial Officer
 Phone Number: [Click here to enter text.](#)
 212-741-8181
 Email Address: [Click here to enter text.](#)
 AMERContracts@diligent.com
 legal@diligent.com

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Diligent Boards Software, Maintenance, and Support
Illinois Procurement Bulletin Number	N/A (BidBuy Bid #B-6764)
Contract Number	19-0041
Vendor Name	Diligent Corporation
Doing Business As (DBA)	
Disclosing Entity	Diamond Parent Midco, Inc.
Disclosing Entity's Parent Entity	Diamond Parent Holdings, Corp.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Diamond Parent Holdings, Corp.	Corporation Trust Center 1209 Orange St., Wilmington, DE 19801	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Diamond Parent Holdings, Corp.	Corporation Trust Center 1209 Orange St., Wilmington, DE 19801	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable.

7. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
8. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
9. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
10. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
11. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
12. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable.

11. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

12. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
13. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
14. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
15. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
16. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
17. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
18. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
19. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
20. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Diamond Parent Midco, Inc. To the extent applicable:

6. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
7. Within the previous ten years, have you had any professional licensure discipline? Yes No
8. Within the previous ten years, have you had any bankruptcies? Yes No
9. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
10. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? To the extent applicable:

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

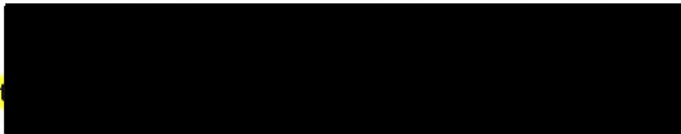
Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9
SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Diamond Parent Midco, Inc.

Signature: 

Date: [Click here to enter text.](#)
May 16, 2019

Printed Name: [Click here to enter text.](#)
Michael J. Stanton
Title: [Click here to enter text.](#)
Chief Financial Officer
Phone Number: [Click here to enter text.](#)
212-741-8181
Email Address: [Click here to enter text.](#)
AMERContracts@diligent.com
legal@diligent.com

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Diligent Boards Software, Maintenance, and Support
Illinois Procurement Bulletin Number	N/A (BidBuy Bid #B-6764)
Contract Number	19-0041
Vendor Name	Diligent Corporation
Doing Business As (DBA)	
Disclosing Entity	Diamond Parent Holdings, Corp.
Disclosing Entity’s Parent Entity	
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 100 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS
 (All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Insight Venture Partners	1114 Avenue of the Americas, 36th Floor New York, New York 10036	>50%	Click here to enter text.
Clearlake Capital Group, L.P.	233 Wilshire Blvd., Suite 800 Santa Monica, CA 90401	<50%	Click here to enter text.
Star Trinity L.P.	c/o Insight Venture Management, LLC 1114 Avenue of the Americas, 36 th Floor New York, NY 10036	<50%	Click here to enter text.
Westhorpe Investment Pte. Ltd.	c/o GIC Special Investments Pte. LTD. 168 Robinson Road #37-01 Capital Tower Singapore 068912	<50%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Name	Address	% of Distributive Income	\$ Value of Distributive Income
Insight Venture Partners	1114 Avenue of the Americas, 36th Floor New York, New York 10036	>50%	Click here to enter text.
Clearlake Capital Group, L.P.	233 Wilshire Blvd., Suite 800 Santa Monica, CA 90401	<50%	Click here to enter text.
Star Trinity L.P.	c/o Insight Venture Management, LLC 1114 Avenue of the Americas, 36 th Floor New York, NY 10036	<50%	Click here to enter text.
Westhorpe Investment Pte. Ltd.	c/o GIC Special Investments Pte. LTD. 168 Robinson Road #37-01 Capital Tower Singapore 068912	<50%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Not applicable.

13. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
14. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
15. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
16. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
-
17. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
18. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Not applicable.

21. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

22. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
23. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
24. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
25. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
26. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
27. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
28. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
29. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
30. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Diamond Parent Holdings, Corp., Insight Venture Partners, Clearlake Capital Group, L.P., Star Trinity L.P., Westhorpe Investment Pte. Ltd. To the extent applicable:

- 11. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 12. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 13. Within the previous ten years, have you had any bankruptcies? Yes No
- 14. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 15. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? To the extent applicable:

Yes No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

--	--	--	--	--

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9 SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Diamond Parent Holdings, Corp.

Signature



Date: [Click here to enter text.](#)

May 16, 2019

Printed Name: [Click here to enter text.](#)

Michael J. Stanton

Title: [Click here to enter text.](#)

Chief Financial Officer

Phone Number: [Click here to enter text.](#)

212-741-8181

Email Address: [Click here to enter text.](#)

AMERContracts@diligent.com
legal@diligent.com

Diligent Corporation

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

Last Activity: 5/10/2019 1:48:19 PM

Business Status: **Active** ⓘ

[View Business Status History](#)

Affiliate List

Diamond Parent Holdings, Corp.

Corporation Trust Center
Wilmington, DE 19801

Diamond Parent Midco, Inc.

Corporation Trust Center
Wilmington, DE 19801

Diligent Corporation

111 West 33rd Street
New York, NY 10120

[View Full Affiliate List](#)

100 Most Recent Activities

5/10/2019 1:48:19 PM

Diligent Corporation added as an affiliated entity.

5/10/2019 1:47:54 PM

Diamond Parent Holdings, Corp. added as an affiliated entity.

5/10/2019 1:47:18 PM

Diamond Parent Midco, Inc. added as an affiliated entity.

3/27/2019 8:32:02 AM

Diligent Corporation added as a Business.

[View Full Activity List](#)

Search For Contributions

How accurate is this match?

Match contributions

for:

- Entire Business
- Business Only, No Affiliates

Match contributions by:

- By Name
- By Address
- By Name and Address
(Both must match)

Search



CORPORATION FILE DETAIL REPORT

File Number	71744795		
Entity Name	DILIGENT CORPORATION		
Foreign Assumed Name	DILIGENT SOFTWARE AS A SERVICES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	09/21/2018	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	09/21/2018
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	BRIAN K STAFFORD 1385 BROADWAY 19TH FL NY NY 10018
Agent City	CHICAGO	Secretary Name & Address	MICHAEL J STANTON SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	

[Return to the Search Screen](#)

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(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Exhibit A

Diligent Boards™ Services Specifications

Overview

The Diligent Service provides an internet-based portal that enables Client to manage its board and other materials through a site dedicated to Client Data (Client's "Diligent Boards Site"). Client's Diligent Boards Site is a secured location in the Diligent Service which is designed to be accessed only by authorized Users with a unique User ID and password. The Client's administrative staff prepares the board materials, which are then uploaded through the Diligent OneClick application. Those materials are then converted by the Diligent Service so that they can be accessed and viewed by Users electronically, in a format that can be accessed through the Client Software or a standard web browser. Available access rights are set forth in Sections 1, 2 and 3 below, and Exhibit C reflects Client's chosen access rights.

1. Assigned Groups

Site: A Diligent Boards Site for a number of Users of the Diligent Service with access to a set of uploaded materials.

Committee: A meeting group within the Site that permits more limited access to certain materials for a particular group of Users.

2. User Types

Users (Board Members/Executives): Users with the ability to view the Client's documents using a supported web browser or Client Software.

Administrators: Users with the ability to upload, collate, print, view, approve and publish Client's Board and Committee documents.

3. Additional Capabilities

D&O Questionnaires Module: This module provides seamless questionnaire integration on a per Diligent Boards Site basis.

Messenger: This module adds messaging functionality for Users through the Diligent Messenger Client Software.

For the avoidance of doubt, only those access rights listed in Exhibit C are included in the pricing selected under this Agreement. For the avoidance of doubt, future additional access rights offering new functionality may be made available at additional cost. A Diligent representative can provide pricing for access rights not listed in Exhibit C.

4. Access for Administrators

The Diligent Service allows all designated Administrators, i.e., the company secretary and administrative personnel, to upload, collate, print, view, approve and publish the Client's board and committee documents.

Configuration of this feature includes:

- Set-up and customization of the Client's Diligent Boards Site for use by Administrators, including:
 - Project planning meeting, including review of current work flow and identification of key milestones, leading to development of an implementation plan that fits Client's needs and priorities
 - Collection of User survey information, mapping board and committee membership

Exhibit A

Diligent Boards™ Services Specifications

- Creation of a dedicated Diligent Boards Site
- Creation and configuration of User accounts
- Configuration of password policy and security configuration
- Installation of Diligent OneClick
- Configuration and installation of off-line features on the Administrator's laptop computer

5. Online and Offline Access for Users

While online, Users can view the Client's documents using a supported web browser or the Client Software. Each User can access the Diligent Boards Site with a User ID through the Client Software and supported web browsers.

Offline functionality allows Users to download materials from the Client's Diligent Boards Site via the internet and view them using the Client Software when the internet is not accessible. Configuration of this feature includes the capability to securely download and store an encrypted version of Client's materials to a designated laptop or supported mobile device and view materials when not connected to the internet.

6. Implementation Process

After execution of this Agreement, Diligent will assign an account management team to work with and train Client's Users in accessing and using the Diligent Service. The goal is to work directly with Client to streamline the process of preparing, approving and delivering board materials to deliver a system that the Users (regardless of their technological expertise) will quickly, easily and enthusiastically embrace and use. A sample implementation plan is included at the end of this Exhibit A.

Diligent's one-on-one approach to the implementation process for the Diligent Service includes:

- Review of the present board preparation, workflow, and approval processes
- A technical profile of each User
- Recommended implementation strategy for Users based on their individual level of technological expertise and Client's objectives
- Ongoing general consulting regarding board material preparation and distribution

7. Training and Support

Diligent training for Users includes:

Exhibit A

Diligent Boards™ Services Specifications

- Separate training session(s) for the Administrators. Training includes instruction on log-in procedures, password usage, creating and building a Diligent Service file/database, editing and making changes, and uploading/converting files into the Diligent Service format for easy viewing by Users
- A separate training session for Users who wish to become familiar with the Diligent Service technology prior to the first board meeting
- One-on-one web training sessions with Users
- Ongoing training, including training for new Users, on-site or via web-conferencing, on an as-needed basis
- User guides for quick, easy reference.

Diligent's "Concierge" level of support reflects its understanding of the importance of being available 24/7/365 to assist every User and provide them with the comfort of knowing that Diligent is listening and responding to their needs, concerns and requirements.

- All Users have 24/7/365 personal assistance, via a toll-free number, to receive any help they need as well as answers to any Diligent application-related questions, at no additional cost.
- Remote diagnostics and troubleshooting (including network and firewall issues) is provided for each User anywhere, anytime, as needed, at no additional cost.

8. Updates

Updates to the Diligent Service and Client Software are included **at no additional cost**.

9. Failover / Backup

The Diligent Service includes a fault tolerant system configuration that is included **at no additional cost**. Client Data will reside on the Client's Diligent Boards Site in a primary data center, which is replicated to a secondary data center every four hours. Each data center is capable of delivering the Diligent Service. Additionally, each data center is built with hardware and network redundancy to offer continuous delivery of the Diligent Service. System availability is continuously monitored and failover is initiated if a primary data center becomes unavailable.

10. Security

Diligent uses encryption algorithms, consistent with generally-accepted standards and practices adopted and implemented by software-as-a-service ("SAAS") providers, designed to limit unauthorized access to Client Data. Each User will have a unique User ID and password which will be required for the User to access Client's Diligent Boards Site. Diligent enforces password strength requirements, including frequency of password changes, according to Client's request.

Diligent uses a layered approach to security architecture, making use of firewalls, intrusion prevention systems, reverse web proxies, and segregation of specific application functions to provide security and integrity of the overall environment.

Upon request, more detailed information on Diligent's extensive security measures and protocols can be provided. Technical questions may be addressed to the appropriate salesperson or account management teams, who will engage the appropriate persons from Diligent's network, security and operational departments.

Exhibit A

Diligent Boards™ Services Specifications

Clients may also elect to turn on two factor capability/device authorization for Users. These features offer enhanced security for Users accessing the Diligent Service by requiring additional verification of a User's identity (beyond User ID and password). This can be by means of a separate two factor token or via the User's device itself. For the avoidance of doubt, two factor tokens are available solely for the PC for an additional fee, while Device Authorization, offering authentication for the iPad and other supported devices, is available at no additional cost.

11. Client Requirements

In order to use the Diligent Service, Client and Users must satisfy Diligent's minimum technology requirements, which, as of the Effective Date, are available at www.diligent.com/tech-specs. The URL where such requirements are stored may change, but a current version of Diligent's minimum technology requirements is available from Diligent at any point upon request. All subscription costs for wireless and WiFi services must be covered by the Client / User.

12. Documentation

Diligent will provide Client with access to Documentation relating to the Diligent Service and Client Software. Documentation and Specifications may be delivered using electronic means. Client may make a reasonable number of copies of the documentation to train and support its Users in their use of the Diligent Service and Client Software; however, Client must retain all copyright and proprietary notices on each copy of the Documentation made by Client.

Exhibit A Diligent Boards™ Services Specifications

IMPLEMENTATION PLAN

Online Access

The proposed implementation schedule below is a sample for planning purposes, and will be further detailed and tailored to Client's unique requirements as Diligent gains a better understanding of Client's requirements. Implementation and training can begin within one week of Diligent's receipt of User surveys.

The implementation process begins with a kick-off meeting at which the Client's team agrees on dates, timelines, and contact persons. Diligent recommends that administrative training be divided into two or three one-hour sessions, over a period of 2 -3 weeks. This ensures that Users have plenty of opportunity to learn at their own pace.

PHASE 1 SITE LAUNCH

During Phase 1, Client begins using the site for all boardbook production, realizing an immediate return on investment by streamlining the book assembly and approval process. An electronic platform is established for "rolling out" the Diligent Service to board members during Phase 2.

Week 1 – 2 Kick-off Meeting

Diligent introduces the account management team, establishes key milestones and reviews the Client's current board prep workflow and approval process.

Client completes and returns User survey with list of authorized Users, access rights and site configuration requirements including password policy definitions and lists of client contacts.

Boards Site is built and User accounts are created.

Week 2 - 4 Initial Training Sessions executed for Administrative Team

Client's first board book is produced using material from previous meeting – creating the first archival board book.

Production of Client's Information and board calendar begins.

Administrator manuals provided to internal Users.

Production begins for Client's board books for the first board meeting.

Board books are printed using Diligent's "Print Book" feature and distributed via conventional methods.

Week 3 – 6 Follow-up Admin Training Sessions Scheduled for Advanced Functionality Training

The Site Review Meeting is scheduled to determine Client satisfaction and acceptance:

Exhibit A Diligent Boards™ Services Specifications

- Board books, book archives, calendar, contacts and resource center are reviewed for completeness and layout.
Determination that the Diligent Service performs in accordance with this Exhibit A and the Documentation.
- Board books will be produced in accordance with the Specifications set forth herein and the Documentation.

PHASE 2 (week 6-8)

Board Presentation

Prior to the commencement of the roll-out to the board, upon request, Diligent attends a board meeting, and provides a 15-30-minute initial introduction and training for board members.

Director Training

Following the presentation to the board, and in coordination with the administrative team, Diligent arranges a one-on-one web training session with each board member. During this training, the User's log-in credentials are handed over to the User, and it is confirmed that the User can log-in, change their password and access the materials.

First Paperless Meeting

Once the board has been trained, then Client is ready to execute the first paperless meeting, and receive the full benefits of the Diligent Service implementation.

Meeting Follow Up

Following the first paperless meeting, the Diligent account management team will schedule a meeting to review how the meeting went, and identify any desired changes to the workflow and training or IT issues that need to be resolved ahead of the next meeting.

6-month Review Meeting

Customer Success Team and the Client will review the service, solution and transition from the conventional method used prior to introduction of the Diligent Service. The purpose of the meeting will be to discover any unresolved issues, address any other potential user cases and to update the Client on future product developments.

Exhibit B

Client Configuration Requirements

1. Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use Client's Diligent Boards Site satisfactorily. Diligent will assist in performing diagnostics and identifying problems where requested. The technical requirements set forth in this Exhibit are subject to change upon notice.
 2. Client is responsible for ensuring its firewalls and proxies permit access to the Diligent-owned URLs / IP Addresses (*.boardbooks.com) through TCP/IP Port 443. In addition to ensuring network and protocol access as indicated, Client is also required to ensure that SSL inspection or SSL proxy systems do not intercept or otherwise interfere with SSL communications (the Client Software uses a method of Certificate Validation as an extended security measure).
 3. Client is responsible for determining the security configurations of its systems (e.g. password construction rules and expiration intervals).
 4. Client is responsible for ensuring the confidentiality of any User accounts and passwords assigned to them for use with Diligent Service and Client Software.
 5. Client is responsible for notifying Diligent of assigned User accounts that need to be terminated.
-
6. Client is responsible for promptly notifying Diligent of any actual or reasonably suspected information security breaches, of which it becomes aware, including without limitation compromised User accounts.
 7. Client is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for Client's needs.
 8. Client is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.
 9. Client must retain a hard copy and/or electronic copy of all Client Data.
 10. Client will ensure that its Users do not make available or share their User ID and password with employees or others. Sharing of User IDs and passwords can jeopardize the security of Client Data.

**Exhibit C
Pricing and Fees**

Configuration of Sites, Committees, and Users as of the Effective Date

<u>Accessing Entities and Individuals</u>	<u>Qty</u>	<u>Price Each</u>	<u>Total</u>
• Sites	1	\$2,500	\$2,500
• Committees/Meeting Groups	5	\$0	\$0
• Users (Board Members/Executives).....	40	\$600	\$24,000
• Administrators.....	5	\$700	\$3,500
• D&O Questionnaires Module	1	\$2,500	\$2,500
• Evaluations Questionnaires Module	1	\$2,500	\$2,500
• Minutes Module	1	\$2,500	\$2,500
TOTAL ANNUAL SUBSCRIPTION FEE			\$37,500
ONE-TIME INSTALLATION FEE (set-up, installation and training for above configuration)			*\$8,125

Costs for Adding Entities and Individuals

<u>Additional Accessing Entities and Individuals</u>	<u>Installation Fee</u>	<u>Annual Fee</u>
• Sites	\$500	\$2,500
• Committees/Meeting Groups	\$0	\$0
• Users (Board Members/Executives).....	\$125	\$600
• Administrators.....	\$225	\$700
• D&O Questionnaires Module	\$500	\$2,500
• Evaluations Questionnaires Module	\$500	\$2,500
• Minutes Module	\$500	\$2,500

PRICING VALID FOR 30 DAYS

Exhibit D Definitions

The following terms, as used herein, will have the meanings set out below:

- 1.1. **“Additional Capabilities”** means additional features and functionality of the Diligent Service referenced in Exhibit A and made available to a particular User.
- 1.2. **“Affiliate”** means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. **“Control”** means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.
- 1.3. **“Assigned Groups”** means the User groups described in Exhibit A (e.g., boards, committees, etc.) to which a User is assigned access rights to the Client Data within the Diligent Service that is associated with that User group. For the avoidance of doubt, a single User may belong to more than one Assigned Group, and Client may designate the Assigned Group to which a User belongs.
- 1.4. **“Client Data”** means the information successfully uploaded by Client to the Diligent Service and stored on Diligent’s servers.
- 1.5. **“Configuration”** means the creation and implementation of (i) a dedicated portal within the Diligent Service for Client and (ii) User accounts to enable Client’s Users to access the Diligent Service.
- 1.6. **“Client Software”** means any software application provided by Diligent to Client for installation and use on a personal computer or tablet to enable access to the Diligent Service, including any Updates thereto provided by Diligent during the Term.
- 1.7. **“Documentation”** means the training materials, specifications, and technical information regarding the Diligent Service and Client Software provided by Diligent to Client and its Users, and all other information and User instructions regarding the capabilities, operation, installation and access to the Client Software and Diligent Service.
- 1.8. **“Diligent Service”** or **“Vendor Service”** means the proprietary electronic board portal developed by Diligent that enables a User to access and manage company information and board materials electronically as described in more detail in the Specifications.
- 1.9. **“Specifications”** means the Diligent Boards™ Services specifications set forth in Exhibit A.
- 1.10. **“Subscription Fees”** means the fees for the right to access and use the Diligent Service and Client Software as set forth in Exhibit.

“Updates” means corrections, bug fixes, patches, modifications, updates and enhancements that Diligent, in its sole discretion, makes generally available to its client base.

Exhibit D Definitions

- 1.11. "User" means an individual identified by Client as authorized to access Client Data through the Diligent Service.
- 1.12. "User Type" means either an Administrator or Board Member/Executive as described in Exhibit A.
- 1.13. "User ID" means a unique alphanumeric identifier assigned to a User so that the User can access Client Data and use the corresponding authorized features of the Diligent Service

THA - Toll Highway Authority

Purchase Order

Purchase Order Number 19-557THA-EXECO-P-9512 Master Contract? N Contract/Ob #:
--

VENDOR	Vendor Number: V00014969 Diligent Corporation 111 West 33rd Street - 16th Floor New York, NY 10120 bcannone@diligent.com (973) 556-6529
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SHIP TO	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: (630) 241-6800

VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
 --Please see specific requirements provided by the purchasing entity.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-EXECO-B-6764 Contract Begin Date: 05/22/2019 Contract End Date: 05/21/2021	Freight Terms: Payment Terms: Delivery Calendar Day(s) A.R.O.: 0
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Item # 1
Class-Item 206-55

Diligent Boards Software - Year 1

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 37,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 37,500.00

Item # 2
Class-Item 206-55

Diligent Boards Software - Year 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 37,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 37,500.00

Item # 3
Class-Item 206-55

Diligent Boards 1-Time Set-up Fee

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 8,125.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 8,125.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 83,125.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

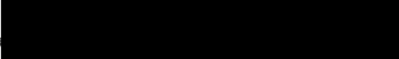
OFFICIAL SIGNATURES:

Vendor Name: _____
Vendor Signature: _____
Printed Name: _____
Title: _____
Phone #: _____
Email: _____
Date: _____

APPROVED

By: Jennifer Soldat
Phone#: (630) 241-6800
BUYER

State of Illinois Agency or Other Purchasing Entity Procurement **Illinois State Toll Highway Authority**

Official Signature: 

Printed Name: John Donato
Title: Chief of Procurement

Designee Signature: _____
Printed Name: _____
Title: _____
Date: 5/22/19

Legal Signature: _____
Printed Name: _____
Title: _____
Date: _____

Fiscal Signature: _____
Printed Name: _____
Title: _____
Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____
Using Agency Funding Source: _____
Detailed Expenditure Object Code: _____
Approp. Acct Code: _____
Award Code: _____
Original Proc. Method: _____
Subcontractors Disclosed: _____
Subcontractors Utilized: _____
Publication Date: _____ Financing Needed: _____
IPG Cert/Disclosure Yes _____ No _____