



Order Form

This Order Form is dated and is effective as of the Effective Date set forth below and is made by and between White Pine Charter School (hereinafter "Client") whose principal place of business is 2959 John Adams Pkwy, Ammon, ID 83406 and Diligent Corporation (hereinafter "Diligent"), with an office located at 1111 19th Street NW, Washington DC, 20036. Each of Client and Diligent are a "Party" and are together the "Parties."

A. Terms of Agreement

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

B. Diligent Services and Pricing

1. Community by Diligent	
Annual Subscription Fee	\$3000
Installation Fee	
<i>*This installation fee will be waived if Agreement received signed on or before June 30, 2020</i>	<i>*\$0</i>
Unlimited meeting related content and up to 10 GB of storage for non-meeting related content is included in the fees set out in this Order. Additional storage can be purchased as required at Diligent's then-current rates.	

Pricing is valid for 30 days from Client's receipt of this Agreement. If the Agreement is received executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

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

All Subscription Fees shall be payable annually in advance. Diligent will invoice Client on or about execution of this Agreement. All payments are due 30 days from the date of invoice. After the Initial Term, the term of the Agreement will automatically renew for additional 1-year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.0% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com.

C. Client Invoicing and Notices Information

	Invoicing	Notices
Client Contact Name:	Jamie Toop	
Address:	2664 1st Street Idaho Falls ID 83401	



Billing Contact:	Jamie Toop	
Phone:	208-719-9772	
E-mail:	toopja@wpscougars.org	

IF APPLICABLE: Purchase Order Required for Invoicing.
 Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent Corporation:

Attn: Legal Department
Diligent Corporation
111 West 33rd Street, 16th Floor
New York, NY 10018 USA
Phone: 212-741-8181
Email: legal@diligent.com
With copy via email to: contracts@diligent.com


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

Please sign below and email to contracts@diligent.com.

Diligent Corporation
("Diligent")

Client Name
("Client")

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Emmalee Robinson
Title: Board Chair
Date: 0-11-2020