MEETING AGENDA

ST. LOUIS BOARD OF POLICE COMMISSIONERS
POLICE HEADQUARTERS
1915 OLIVE STREET, ST. LOUIS MISSOURI 63103

Wednesday, November 18, 2026, at 9:00 am

Public notice is hereby given that the St. Louis Board of Police Commissioners will meet on November 18th, 2026, at 9:00 am to discuss and act upon the matters on this agenda as follows:

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of November 4, 2026, Minutes

5. New Business

a. Resolution to Approve Certain Agreements

i. Susan M. Petersen L.L.C
ii. GFI
iii. Diligent

6. Announcements

7. Vote to Enter Executive Session Following Adjournment (Closed Meeting)

8. Adjournment

This meeting has provided notice of the Board's intent to go into executive session. The Board can go into executive session under R.S.Mo. 610.021(1) Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys,

Secondly, R.S.Mo. 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term **"personal information"** means information relating to the performance or merit of individual employees, Third (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE ST. LOUIS BOARD OF POLICE COMMISSIONERS MEETING SHOULD CONTACT LT. COLIN TULLY 314-309-4391 PRIOR TO THE MEETING.

PUBLIC NOTICE EXECUTIVE SESSION (CLOSED MEETING)

ST. LOUIS BOARD OF POLICE COMMISSIONERS POLICE HEADQUARTERS 1915 OLIVE STREET, ST. LOUIS MISSOURI 63103

Wednesday, November 18, 2026

Public notice is hereby given that the St. Louis Board of Police Commissioners will meet on November 18, 2026, following the end of the Board's open meeting, which is scheduled to begin at 9 am, to discuss and act upon the matters on this agenda as follows:

The purpose of this meeting is to provide the opportunity for confidential communication by/among the Board's elected officials, their Board Attorney, and appropriate St. Louis Metropolitan Police Staff.

The discussion during this Executive Session is scheduled to include the following:

This meeting has provided notice of the Board's intent to go into executive session. The Board can go into executive session under R.S.Mo. 610.021(1) Legal actions, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, Secondly, R.S.Mo. 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term **"personal information"** means information relating to the performance or merit of individual employees, Third (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

MEETING MINUTES
ST. LOUIS BOARD OF POLICE COMMISSIONERS
POLICE HEADQUARTERS
1915 OLIVE STREET, ST. LOUIS, MISSOURI 63103
Wednesday, November 4, 2026, at 9:00 a.m.

The meeting of the St. Louis Board of Police Commissioners (the "Board") was called to order by Board President Chris Saracino at 9:01 a.m. on Wednesday, November 4, 2026. Notice was given timely, and members of the public were present.

Board Secretary Lt. Colin Tully conducted the roll call and confirmed the following individuals were present, satisfying the quorum requirements: Commissioner Chris Saracino, Commissioner Brad Arteaga, Commissioner Sonya Jenkins-Gray, Commissioner Edward McVey, Mayor Cara Spencer, and Commissioner Don Brown. Legal Director Erika Zaza was also present.

Commissioner Saracino then led the Pledge of Allegiance.

Approval of Minutes

Commissioner Jenkins-Gray moved to approve the minutes of the October 21, 2026, Board Meeting.

A voice vote was conducted:

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – Aye

The motion to approve the October 21, 2026, meeting minutes passed with a 5-0 vote.

Committee Reports

a. Labor Management

Commissioner Brown reported that, following the Board's adoption of the Rule 7 rewrite on March 4, 2026, the Labor Management Committee held several public meetings to consider feedback from departments and stakeholders, and voted unanimously to recommend the revisions. He advised that the changes are minor and intended to clarify language, improve consistency, and address practical concerns.

Mayor Spencer expressed concern that allowing officers to use vacation time during an unpaid suspension reduces the deterrent effect of discipline. Commissioner Brown advised that the provision reflects an agreement between the Fraternal Order of Police and the Internal Affairs Division. Internal Affairs legal counsel Susan Peterson, Human Resources Director Sara Koziacki, and Lt. Harris explained that the provision allows employees to keep their benefits, as employees

who go two pay periods without pay are placed on COBRA, and that the accrued time used would be paid out to the officer in any event. Mayor Spencer stated that the administrative issue should be fixed rather than the standards weakened, and asked that her concerns be noted.

Commissioner Brown, on behalf of the Labor Management Committee, moved that the Board accept the revisions to Rule 7 and its Annexes as presented in Exhibit A.

A roll call vote was conducted.

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – Present

The motion to approve the Resolution Approving Updates to Rule 7 passed with a vote of 4-0, with Mayor Spencer voting present.

The Committee's next meeting is scheduled for November 10, 2026, at 10:00 a.m.

b. Litigation

Commissioner Arteaga reported that the Litigation Committee has not met since the last Board Meeting and that the Board continues to receive assistance from the Attorney General's Office. The date of the Committee's next meeting is to be determined.

c. Budget, Finance and Audit

Commissioner McVey reported that the Budget, Finance and Audit Committee has not met since the last Board Meeting and presented the September 2026 budget reports for the Board's review. In response to Mayor Spencer, the Board was advised that final invoices for the Graville contract are expected by the next Board Meeting. The date of the Committee's next meeting is to be determined.

New Business

a. Resolution Appointing Legal Director Erika Zaza Interim Board General Counsel

Lt. Tully read Resolution No. 2026-61 aloud.

Commissioner Arteaga moved to approve the Resolution Appointing Legal Director Erika Zaza Interim Board General Counsel.

A roll call vote was conducted.

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye

Commissioner McVey – Aye
Mayor Spencer – Present

The motion to approve the Resolution Appointing Legal Director Erika Zaza Interim Board General Counsel passed with a vote of 4-0, with Mayor Spencer voting present.

b. Resolution Approving Aerial Response Unit Policy

Lt. Tully read Resolution No. 2026-62 aloud.

Mayor Spencer referenced a letter she sent to the Board that morning and asked the Board to defer approval and postpone the program's launch. Her concerns included recording while in transit, the lack of a definition of eligible calls, the Board's role in policy changes, discretionary rather than required public reporting, retention and sharing of footage of uninvolved residents, facial recognition, privacy over private property, pilot training on policy and law, and community engagement. She stated that the Board and the public had only 48 hours to review the policy.

Lt. Col. Larson and Lt. Marcos Silva advised that any 911 call eligible for a police response is eligible for a drone response, that pilots are commissioned officers who are FAA licensed, that the camera faces forward until the aircraft nears the scene, and that footage is retained under the State records retention schedule that applies to all Department camera systems. They advised that the program has been in development for approximately 18 months, will be implemented in stages, and will be data driven, with periodic updates to the Board. Lt. Silva advised that he attended community meetings and answered residents' questions.

Chief Tracy stated that the Department asked the Board of Aldermen to arrange community meetings, that the policy reflects national best practices and is an extension of the Department's aviation unit, that he remains accountable to the Board, and that postponing the vote would be a disservice to the public. Commissioner Jenkins-Gray noted that the Fire Department operates drones without a comparable policy and stated that standards should be consistent across City departments. Mayor Spencer requested an outline of pilot training, that any policy changes be brought to the Board, and that the policy be revisited in six months. Commissioner Jenkins-Gray, joined by Mayor Spencer, requested that materials be provided to the Board more than 48 hours in advance going forward.

Commissioner Arteaga moved to approve the Resolution Approving Aerial Response Unit Policy.

A roll call vote was conducted.

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – No

The motion to approve the Resolution Approving Aerial Response Unit Policy passed with a vote of 4-1.

c. Resolution Creating a Wellness Unit Coordinator Position in the Wellness Unit

Lt. Tully read Resolution No. 2026-63 aloud. In response to Mayor Spencer, the Board was advised that the position does not come at the expense of a commissioned officer line.

Commissioner Jenkins-Gray moved to approve the Resolution Creating a Wellness Unit Coordinator Position in the Wellness Unit.

A roll call vote was conducted.

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – Aye

The motion to approve the Resolution Creating a Wellness Unit Coordinator Position in the Wellness Unit passed with a vote of 5-0.

d. Resolution Approving Certain Agreements

Tim Sullivan presented one agreement for consideration: an agreement with Evergreen Solutions, in the amount of $72,250, for a job classification study, funded from the Human Resources budget. Mayor Spencer commended the study and reiterated her request for a full compensation and benefits study for officers. Commissioner Jenkins-Gray stated that the Board does not object to such a study but that it is not currently funded, and that the Board should first understand which benefits are governed by statute. Lt. Tully then read Resolution No. 2026-64 aloud.

Commissioner Arteaga moved to approve the Resolution Approving Certain Agreements.

A roll call vote was conducted.

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – Aye

The motion to approve Resolution No. 2026-64, Resolution Approving Certain Agreements passed with a vote of 5-0.

Chief's Report

Chief Tracy reported that St. Louis was selected as a U.S. Department of Justice Model City, one of four cities selected from 47 applicants, and outlined the technology, equipment, training, and community service investments included in the Department's proposal. He reported that murders are down 21% year to date (97 compared to 123), overall crime is down 7% year to date and 45% since 2022, and the homicide clearance rate is approximately 90%. He also reported on recent community engagement events and officer recognitions.

In response to Mayor Spencer, Chief Tracy advised that staff are identifying individuals at highest risk for violence in coordination with the Office of Violence Prevention and that he would provide an update at a future meeting. Mayor Spencer objected to the Model Cities application's statement that the City had defunded the Department and stated that the City was left out of the application, which was signed by the Board President rather than the Mayor. Chief Tracy stated that the City was involved initially, that federal partners advised the Board President could sign under the Department's governance structure, and that the Department will work with the City going forward. Commissioner Brown stated that the award should be celebrated. Mayor Spencer asked that the City be treated as a partner.

Announcements

Mayor Spencer asked that the priorities she sent to the Board be discussed at a future Board Meeting, and Commissioner Saracino asked Lt. Tully to work with the Mayor on specific agenda items. Commissioner Saracino spoke about the Board's responsibility to support the members of the Department and the community they serve.

Adjournment

Commissioner Saracino advised that the Board would enter executive session following adjournment pursuant to R.S.Mo. 610.021(1) and 610.021(3).

Commissioner Arteaga moved to adjourn the meeting and enter executive session.

A roll call vote was conducted:

Commissioner Saracino – Aye
Commissioner Arteaga – Aye
Commissioner Jenkins-Gray – Aye
Commissioner McVey – Aye
Mayor Spencer – Present

The motion to adjourn the meeting and enter executive session passed with a 4-0 vote, with Mayor Spencer voting present.

There being no further business to come before the Board, Commissioner Saracino declared the meeting adjourned at 11:15 a.m.

Respectfully submitted,

_____

Secretary, Commissioner Arteaga

Colonel Robert Tracy
Police Commissioner

Service, Integrity, Leadership and Fair Treatment to All

METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

November 12, 2026

Honorable Board of Police Commissioners:

Please find enclosed for your approval an amendment between the Saint Louis Metropolitan Police Department and Susan Petersen, LLC.

FUND NUMBER:	1000-General Fund
CENTER:	650000
ACCOUNT NUMBER:	566500
PROGRAM NUMBER	1240
CONTRACT MAXIMUM AMOUNT:	$50,000.00

FY 2027	$50,000.00
FY 2028	
FY 2029	

REQUESTED IN BUDGET:	YES	NO
APPROVED IN BUDGET:	YES	NO
BUDGET TRANSFER REQUIRED:	YES	NO

DESCRIPTION: Temporary expansion of legal services until new SLMPD general counsel is appointed or hired.

DURATION: 11/18/2026-6/30/2027

VENDOR: Susan Petersen, LLC
126 Pointer Lane
Saint Louis, MO 63124

Sincerely,

Tim Sullivan,
Compliance Auditor

FIRST ADDENDUM TO SPECIAL COUNSEL AGREEMENT

The Scope of Services provided under *Special Counsel Agreement* ("Agreement") between the St. Louis Metropolitan Police Department ("SLMPD") and Susan M. Petersen, LLC, effective March 1, 2026 and attached hereto, is hereby amended and expanded as follows:

Paragraph two (2) entitled *Professional Services Performed* is hereby expanded to include the following additional Professional Services:

Legal services and representation as assigned by General Counsel of the St. Louis Board of Police Commissioners. Special Counsel may provide the following legal services as requested by the General Counsel, including but not limited to:

1. Appearing in court on behalf of the St. Louis Board of Police Commissioners or SLMPD.
2. Preparing appropriate pleadings, motions, and other legal documents.
3. Reviewing, processing and facilitating the disposition of expungement petitions and related proceedings.
4. Handling other cases, claims and legal matters referred by the General Counsel for the Board of Police Commissioners.

General Counsel shall coordinate and direct assignments to Special Counsel and establish priorities for the work being performed.

Paragraph four (4) entitled *Fees* is expanded to include the following provision-

Billing records and invoices for assignments made by the Special Counsel shall be submitted separately from invoices for other services provided under the Agreement.

Services performed for assignments made by the General Counsel pursuant to this Addendum shall be limited to a maximum of twenty (20) hours per calendar month, unless additional hours are authorized in advance by the General Counsel.

This Addendum shall be incorporated into and made part of the Agreement. All other terms and conditions of the agreement shall remain unchanged and in full force and effect.

Susan M. Petersen, LLC		**St. Louis Metropolitan Police Department**	
By:		By:	
Name:		Name:	
Title:		Title:	
Dated:		Dated:	

SPECIAL COUNSEL AGREEMENT

This Special Counsel Agreement (the "Contract") is made and effective as of this __1st_ day of _ _March___, 2026 (the "Effective Date"), by and between the St. Louis Metropolitan Police Department, (the "SLMPD") and Susan M. Petersen, LLC, a Missouri limited liability company, whose address is: 126 Pointer Lane, Saint Louis, Missouri 63124 (the "Special Counsel", collectively with SLMPD the "Parties").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. Because the need for Special Counsel arises from time to time, this Agreement shall commence upon execution and be terminated at any time by the SLMPD, with or without cause. Termination shall be subject to the Court's consent, if such is required. If Special Counsel is terminated, he or she shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of termination. The SLMPD shall provide 10 days' prior written notice of termination to Special Counsel to allow the transition of files and matters to the St. Louis Board of Police Commissioner's (the "Board") designee.

2. Professional Services Performed. Special Counsel shall provide professional legal services in conformance with the Missouri Rules of Professional Conduct, to serve as counsel for the Internal Affairs Division of the Department in contested disciplinary matters whether before the Board of Police Commissioners, Hearing Officers, or the Summary Hearing Board, including, but not limited to, pre-hearing matters and negotiations of dispositions with opposing counsel (the "Work"). Any new or supplementary special counsel agreements shall be approved as provided by the laws of the state of Missouri. Susan Petersen shall serve as designated Special Counsel and shall direct the provisions of services under this Agreement. Special Counsel shall supply the SLMPD with a copy of all documents prepared by Special Counsel or any approved subcontractor hired by Special Counsel under this Agreement.

3. Coordination with SLMPD. To provide the best possible legal representation and reduce costs and expenses, Special Counsel agrees whenever possible to utilize SLMPD staff and personnel. As directed by the Board or the Board's designated representative, Special Counsel agrees to utilize and coordinate with any SLMPD staff member or consultant retained by the SLMPD on matters related to Special Counsel's work. When requested, Special Counsel shall submit to the SLMPD budgets, work plans and case plans in such form as may be required by the Board.

4. Fees. Charges for legal services shall be based solely on the amount of time spent by attorneys and legal assistants in performing the Work, unless otherwise agreed to in writing. Special Counsel may charge the SLMPD at the hourly rates of the attorneys and legal assistants as set forth below:
   i. Attorneys: $225.00
   ii. Legal Assistants/Paralegals: $100.00

Special Counsel will bill SLMPD on a monthly basis for professional fees and expenses incurred on the SLMPD's behalf and bills will be addressed to the SLMPD for payment. Any expense or costs, except routine photocopying and travel within the State of Missouri, must be pre-approved in writing by the Board prior to the incurrence. Preapproval from the Board or the Board's designee shall be required for more than one attorney or an attorney and paralegal to attend meetings, court appearance, trials, hearings, mediations and arbitration proceedings.

5. Conflicts. Special Counsel acknowledges that it and its attorneys are bound by the Missouri Rules of Professional Conduct applicable to Missouri attorneys, including without limitation Rule 4, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transactions, activity or conduct that would result in a conflict of the SLMPD's interest. Special Counsel represents that it has disclosed all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Special Counsel by placing the Special Counsel's own interest or the interest of any party with whom Special Counsel has a professional relationship or contractual arrangement in conflict with those of the SLMPD. Special Counsel agrees that it will not undertake to represent an existing client on new matters or new clients if the interest of such clients is directly adverse to the SLMPD without the prior written approval of the Board.

6. Client Files. Special Counsel shall employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect the SLMPD's non-public information. Special Counsel agrees to retain and securely store the SLMPD 's files for a period of five (5) years after completion or termination of representation. Special Counsel shall return all files within a reasonable time after termination of representation or conclusion of the Special Counsel matter, but in no event later than within thirty (30) days of written demand from the SLMPD. The Board or the Board's designee has the right to access and the right to examine any pertinent books, documents, papers and records of Special Counsel upon reasonable notice to Special Counsel.

7. Email Confidentiality. Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of email that: (1) email communication is not a secure method of communication; (2) any email that is sent by any SLMPD employee may be copied and held by various computers it passes through as it goes from Special Counsel to a SLMPD representative or vice versa; and (3) persons not participating in SLMPD /Special Counsel communications may intercept said communications by improperly accessing SLMPD computers or Special Counsel's computers or even some computer unconnected to either the SLMPD or Special Counsel that the email passes through. Unless otherwise instructed in writing, Special Counsel will assume that the SLMPD has consented to receive communications via e-mail. If the Board changes its mind and wants future communications to be sent by a different method, the Board or the Board's designee will contact Special Counsel in writing and notify Special Counsel.

8. Rights and Remedies Not Waived. In no event will any payment or other action by the

SLMPD constitute or be construed as a waiver by the SLMPD of any breach of covenant or default that may then exist on the part of Special Counsel. No payment or other action or inaction by the SLMPD when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. Insurance. The Firm shall carry and maintain a malpractice insurance policy of at least one million dollars ($1,000,000.00) covering services rendered to the SLMPD. Special Counsel shall keep the required minimum insurance coverage in force at all times during the term of this Agreement, or any extension thereof, for three (3) years after the termination of the Agreement. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverage specified herein are the minimum requirements and these requirements do not lessen or limit the liability of Special Counsel. Special Counsel's insurer shall waive subrogation rights against the SLMPD.

10. No Authority to Bind. Special Counsel lacks any authority to bind the SLMPD on any contractual matters. Final approval of all matters that purport to obligate the SLMPD must be executed by the SLMPD in accordance with State statute and Board policies and procedures.

11. Compliance with All Laws. Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and the State of Missouri; and any applicable local laws.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Susan M. Petersen, LLC

By: S Peter

Name: Susan Petersen

Title: Attorney

St. Louis Metropolitan Police Department

By: [signature]

Name: ROBERT TRACY

Title: POLICE COMMISSIONER

Outlook

Contract for 11/8/26 meeting-Special Counsel

From Zaza, Erika <ezaza@slmpd.org>
Date Thu 11/12/2026 10:14 AM
To Tully, Colin A. <catully@SLMPD.ORG>
Cc Sullivan, Timothy M <tsullivan@SLMPD.ORG>

2 attachments (388 KB)
FIRST ADDENDUM TO SPECIAL COUNSEL AGREEMENT.pdf; Internal Affairs Special Counsel Contract.pdf;

The attached documents are ready for the 11/18 agenda.

Erika Zaza | Interim General Counsel
St. Louis Board of Police Commissioners
1915 Olive St. Room 773
St. Louis, MO 63103
Phone: 314-444-5691
ezaza@slmpd.org

Colonel Robert Tracy
Police Commissioner

Service, Integrity, Leadership and Fair Treatment to All

METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

November 16, 2026

Honorable Board of Police Commissioners:

Please find enclosed for your approval an agreement between the Saint Louis Metropolitan Police Department and GFI Digital.

FUND NUMBER:	1000-General Fund
CENTER:	650000
ACCOUNT NUMBER:	530500
PROGRAM NUMBER	1261
CONTRACT MAXIMUM AMOUNT:	$319,295.00

FY 2027	$79,823.75
FY 2028	$79,823.75
FY 2029	$79,823.75
FY 2030	$79,823.75

REQUESTED IN BUDGET:	YES	NO
APPROVED IN BUDGET:	YES	NO
BUDGET TRANSFER REQUIRED:	YES	NO

DESCRIPTION: SLMPD copier lease contract for all department copiers

DURATION: 11/18/2026-11/17/2030

VENDOR: GFI Digital
12163 Pritchard Farms Road
Maryland Heights, MO 63043

Sincerely,

Tim Sullivan,
Compliance Auditor

Value Lease Agreement

APPLICATION NO.	AGREEMENT NO.

12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **GFI Digital, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME	STREET ADDRESS
St. Louis Metropolitan Police Department	1915 Olive St

CITY	STATE	ZIP	PHONE	FAX
St. Louis	MO	63103	314-231-1212	

BILLING NAME (IF DIFFERENT FROM ABOVE)	BILLING STREET ADDRESS

CITY	STATE	ZIP	E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

See Schedule A

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
(9) Sharp BP71M31			☐
(6) Sharp BP71M55			☐
(7) Sharp BP71M45			☐
(5) Sharp BP71M36			☐
(3) Sharp BP70M75			☐
(2) Sharp BP71C45			☐
			☐

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

48 Payments* of $ 6,651.98

If you are exempt from sales tax, attach your certificate. **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 0 B&W pages per month — Overages billed monthly at $ 0.0066 per B&W page*

Payment includes 0 Color pages per month — Overages billed monthly at $ 0.0529 per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. ___ Customer's Initials ☐ Purchase all of the Equipment for $1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. ___ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

GFI Digital, Inc.			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

AND DO AGREE TO ALL TERMS AN

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

St. Louis Metropolitan Police Department	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

e: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

You certify and acknowledge that all of the Equipment listed abov	X		
CUSTOMER (as referenced above)	SIGNATURE / PRINT NAME	TITLE	ACCEPTANCE DATE

PRINT NAME

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on Page 2)*

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-

marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER,
AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment**, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 of this Agreement for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Amendment to Value Lease Agreement:

The parties wish to amend the above referenced Agreement by amending the following language:

Currently stated:

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

Restated:

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to

maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment, unless caused by or in any way resulting from our negligence or willful misconduct. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

Currently stated:

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

Restated:

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the State of Missouri. You consent to jurisdiction and venue of any state or federal court in the state

of Missouri and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

GFI DIGITAL, INC

LESSOR	CUSTOMER
_____	_____
Signature	Signature
_____	_____
Title Date	Title Date
_____	_____

PO#

CASH SALE AGREEMENT

BILL TO			SHIP TO		
Company St. Louis Metropolitan Police Department			*Company*		
Address 1915 Olive St			*Address*		
City St. Louis	*State* MO	*Zip* 63103	*City*	*State*	*Zip*
Phone 314-231-1212	*Fax*		*Phone*	*Fax*	
Contact Yolanda Scales			*Contact*		
Contact Email Address Yyscales@slmpd.org			*Key Operator*		

Sales Representative James Haney

Sales Rep #

ORDER TYPE : Purchase Cash Conversion

EQUIPMENT TYPE: New Refurbished

QTY	PRODUCT #	DESCRIPTION	SERIAL #	UNIT PRICE	NET PRICE
1	MFMS-5RW04	4 Years ecoprintQ Standard Support Renewal			
29	EQEW-5RE04	Reader & Converter Extended Support and Warranty			
32	SOFSUP	GFI Software Support			

EQUIPMENT TOTAL $0

*Excludes Applicable Taxes

SPECIAL
INSTRUCTIONS:

St. Louis Metropolitan Police Department

COMPANY NAME

AUTHORIZED SIGNATURE DATE

PRINT NAME & TITLE

GFI Digital, INC.

COMPANY NAME

WITNESS DATE

PRINT NAME & TITLE

Colonel Robert Tracy
Police Commissioner

Service, Integrity, Leadership and Fair Treatment to All

METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

November 16, 2026

Honorable Board of Police Commissioners:

Please find enclosed for your approval an agreement between the Saint Louis Metropolitan Police Department and Diligent Corporation.

FUND NUMBER:	1000-General Fund
CENTER:	650000
ACCOUNT NUMBER:	560001
PROGRAM NUMBER	1250
CONTRACT MAXIMUM AMOUNT:	$14,000.00

FY 2027	$14,000.00
FY 2028	
FY 2029	

REQUESTED IN BUDGET:	YES	NO
APPROVED IN BUDGET:	YES	NO
BUDGET TRANSFER REQUIRED:	YES	NO

DESCRIPTION: Software to be used by Board of Police Commissioners

DURATION: 12/1/2026-11/30/2029

VENDOR: Diligent Products
1111 19th Street NW FL 9
Washington, DC 20036

Sincerely,

Tim Sullivan,
Compliance Auditor

Diligent

Agreement Number: Q-1526795

ORDER FORM

This Order Form is made by and between St. Louis Metropolitan Police Department (hereinafter "**Client**") whose principal place of business is 1915 Olive Street, St. Louis, Missouri, United States 63103 and Diligent Corporation (hereinafter "**Diligent**"), whose principal place of business is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a "**Party**" and are together the "**Parties**." All amounts are in USD currency.

A. Terms

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

B. Diligent Services

Diligent One Platform

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Diligent One Platform	Diligent One Platform; AI Capabilities; Diligent Institute Education & Templates Library	December 01, 2026	November 30, 2029	1	0.00 USD	0.00 USD

Diligent Community

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Diligent Community	Diligent Community Platform Subscription: Agenda packet creation; Public site; Digital voting; Request to speak; Subscribers	December 01, 2026	November 30, 2029	1	6,500.00 USD	6,500.00 USD

Community Add Ons

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Committee Manager	Committee Manager pre loaded with 5 Committees	December 01, 2026	November 30, 2029	1	3,500.00 USD	3,500.00 USD
Livestream Manager Essentials for Diligent Community		December 01, 2026	November 30, 2029	1	1,000.00 USD	1,000.00 USD
Policy Publisher for Diligent Community		December 01, 2026	November 30, 2029	1	3,000.00 USD	3,000.00 USD

Diligent

Agreement Number: Q-1526795

Total Annual Subscription Fee:	**14,000.00 USD**
One-Time Installation Fee:	**0.00 USD**

As of the execution of this Order Form, Client will pay a total of 14,000.00 USD (plus applicable taxes) for the subscriptions and/or services purchased under this Order Form. Upon execution of this Order Form, Diligent will issue billing documents for such subscriptions and/or services, which may include invoices or credit memos as applicable.

Pricing is valid until November 30, 2026. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

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

Pricing for the annual Subscription Fees shall increase by 3.00% on December 1, 2027, and by 3.00% on December 1, 2028. Thereafter, effective on each anniversary of the Effective Date, pricing shall increase by 5.00%.

After the Initial Term, the term of the Agreement will automatically renew for additional 3 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable on an Annual basis in advance. All payments are due Net 30 days from the date of invoice.

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this Order Form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to: Legal@diligent.com



Diligent

Agreement Number: Q-1526795

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

St. Louis Metropolitan Police Department ("Client")	**Diligent Corporation** ("Diligent")
Signature:	Signature:
Name:	Name:
Job Title:	Job Title:
Date:	Date:

Diligent

EXHIBIT A
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "**Terms and Conditions**") govern the use of all Diligent products and services. These Terms and Conditions are entered into by Diligent and Client (as defined below) as of the date Client purchases, or otherwise accesses or uses, any Diligent products or services.

1. **Definitions.** The following terms, as used within these Terms and Conditions, will have the meanings set out below:

"**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 ownership of more than fifty percent (50%) of (i) voting shares for members of the board of directors or other managing officers of such entity or (ii) the ownership interest for such entity. For the avoidance of doubt an entity will be deemed an Affiliate only so long as Control exists.

"**Agreement**" means these Terms and Conditions, together with the applicable Product Terms and Order Form.

"**Client**" means the entity or organization who purchases access to, or otherwise accesses or uses, any Services.

"**Client Data**" means the information successfully submitted by Client or its Users to the Diligent Service.

"**Data Protection Laws**" means any legislation or regulation (to the extent Client, Diligent or Users are subject to it), that govern or otherwise apply to personal information that is processed under the Agreement, including the European Union Regulation 2016/679 (General Data Protection Regulation), the UK Data Protection Act (2018), the Singapore Data Protection Act 2018, the Australian Privacy Act 1988 (Cth), the California Consumer Privacy Act of 2018, each as may be amended from time to time and the Swiss Federal Act on Data Protection and its pertaining Ordinances.

"**Deliverables**" means all work product, developments, inventions, technology or materials related to any Professional Services.

"**Diligent**" has the meaning set out in the Order Form.

"**Diligent Service**" means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Documentation.

"**Documentation**" means the training materials, specifications, and technical information regarding any Services made available by Diligent to Client, as may be updated by Diligent from time to time. For the avoidance of doubt, Documentation may be made available by electronic means.

"**Effective Date**" has the meaning set out in the Order Form or, if no Effective Date is specified, the date Client purchases access to, or otherwise accesses or uses, any Diligent products or services.

"**Freemium Service**" means a product, service or functionality provided by Diligent that may be made available to Client to use, at Client's option and at no additional charge, including, but not limited to, any product, service or functionality provided for trial, evaluation, demonstration, educational use, beta, limited release, early access, or other "freemium" or free access use.

"**Order Form**" means the ordering document or invoice issued by Diligent, its Affiliates or one of their authorized resellers for the purchase by Client of access to any Services. "Order" or "Order Form" includes any Statement of Work agreed by both Parties. An Order Form may for the avoidance of doubt be issued electronically.

"**Party**" and/or "**Parties**" means Diligent and Client (as defined herein).

"**Product Terms**" means any specific terms and conditions applicable to specific Services ordered by Client. The Product Terms are available at https://www.diligent.com/product-terms or similar successor website as made available by Diligent. For the avoidance of doubt multiple Product Terms may apply to a Service.

"**Professional Services**" means those specific consulting services (if any) agreed to in an Order Form to be delivered by Diligent (including any services identified as professional services, consulting services, managed services, or implementation services in an Order Form), but excluding support services.

"**Services**" means products and/or services purchased by Client from Diligent under the Agreement, including, as applicable, the Diligent Services, the Software and the Professional Services.

"**Software**" means any proprietary downloadable software applications and products developed by Diligent and provided to Client (and its Users) for installation and use by Client (and its Users) on a personal computer, tablet or other device, including any updates thereto provided by Diligent during the Term.

"**Statement of Work**" or "**SOW**" means a document that describes the specific Professional Services to be performed by Diligent, including any applicable Deliverables, timelines, and associated fees.

"**Subscription Fees**" means the fees for the right to access and use a Diligent Service, Software or, where applicable, Professional Services as set out in the applicable Order Form.

"**User**" means an individual authorized by Client to access a Diligent Service in accordance with the applicable Order Form.

"**User ID**" means a unique alphanumeric identifier assigned to a User so that the User can access the Diligent Service, Software and use the corresponding authorized features of a Diligent Service.

2. Provision of Product and Services. During the Term, Diligent will make the Services specified in the Order Form available to Client. Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under the Agreement. If Client's subscription includes an hours, days or similar time allotment, Client must fully use such time allotment before the conclusion of each year of the Term or as otherwise set out in the applicable Order Form, or such time allotment shall be forfeited by Client.

3. Term. The Term of the Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("**Initial Term**"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be three years. After the Initial Term, the term of the Agreement will automatically renew for additional renewal terms as set forth on the Order Form (each, a "**Renewal Term**"), unless either Party provides the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If no specific Renewal Term period is stated in the Order Form, the Renewal Term shall be three (3) years. Collectively each Initial Term and each Renewal Term (if any) constitute a "**Term**" in respect of the applicable Order Form.

4. Access Right; Restrictions.

4.1. Access Rights. During the Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client, a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) allow Users to access and use the applicable Diligent Services set out in the relevant Order Form solely for Client's internal business purposes and/or (ii) install and use the applicable Software in accordance with the Documentation solely for Client's internal business purposes. Certain Diligent Services and Software may be accessed and delivered electronically through a secure area of the applicable Diligent website and are deemed delivered when they are made available for access or download by Client, as applicable.

4.2. Affiliates. To the extent that Client is purchasing access on behalf of its Affiliates, Client guarantees the compliance of each Client Affiliate with the Agreement and will be jointly and severally liable with each Client Affiliate for breach of the Agreement. All remedies available to Diligent, including the ability to obtain injunctive relief, will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent's rights and remedies against such Client Affiliates. Client's Affiliates may enter into an agreement with Diligent on the

same terms as Client under the Agreement by entering into an Order Form referencing the agreed terms between Client and Diligent. Any such Order Form shall be its own separate agreement between Diligent and Client Affiliate, running on its own term, and the termination of the Agreement shall not terminate such separate agreement (or vice versa). Notwithstanding the foregoing, the provisions and limitations of the Agreement will apply to Client and all of its Affiliates entering into an Order Form referencing the agreed terms between Client and Diligent in the aggregate. For the avoidance of doubt, where Client Affiliate is based outside Client's country, a Diligent Affiliate (where applicable) may enter into such Order Form in lieu of Diligent and pricing may be converted to a local currency where such local currency is supported by the Diligent Affiliate.

4.3. Reservation of Rights. Except for the limited rights set forth in Section 4.1 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any Software or Diligent Services. Diligent reserves all title, ownership, and other rights to all Software and Diligent Services, and nothing in the Agreement shall transfer or assign any right, title or interest to the Software or Diligent Services to Client. Client and Users will not remove, obscure, or alter copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Services, Software, or Documentation.

4.4. Restrictions. Client shall comply with all limitations on use of the Services (including storage limitations) set forth in an Order Form or the Documentation. Client represents and warrants it will not use the Diligent Services in any manner that is not described in the Documentation or in any manner that is prohibited by the Agreement. Client is responsible for all access and use of the Diligent Services and Software by its Users and any person that gains access through Client or any of its Users or User IDs. Client shall not (i) access the Diligent Service and/or the Deliverables if Client is a competitor of Diligent or (ii) provide competitors of Diligent with access to the Diligent Service and/or the Deliverables.

4.5. Restrictions on Use. Client must not and must ensure that Users do not, directly or indirectly: (i) reverse engineer, disassemble, decipher, translate, decompile, mirror, or prepare derivative works of the Diligent Services or Software or otherwise attempt to access, imitate, derive or discover the source code thereof, except where applicable law requires permitting the foregoing; (ii) upload any Client Data 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 or privacy rights of any third party in connection with use of the Diligent Services, Software or Documentation (including by uploading Client Data to the Diligent Services); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Services, other equipment or networks connected to the Diligent Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Services made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Services or Software or utilize the Diligent Services 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 Services, or any part thereof; (vii) except where applicable law requires it to be permitted despite this limitation, circumvent the User authentication or security of the Diligent Services or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Diligent Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Services (unless specifically authorized by Diligent in writing); (ix) make any unlawful, unfair or abusive use of the Diligent Services; (x) use the Diligent Service, in whole or in part, in any manner that competes with Diligent or its Affiliates; (xi) create a database not derived from Client Data in any form whatsoever from the Diligent Service; (xii) associate the Diligent Service or its content to another website by employing any technology, including, but not limited to, hyper linking and framing; (xiii) use automated systems, software or processes to extract or compile data from the Diligent Service ("data scraping"); or (xiv) use the Diligent Service as part of Client's intranet or other internal network.

4.6. User IDs. As part of the implementation of certain Diligent Services, Client may be required to identify in writing the Users, who will be assigned User IDs. Client may be responsible for managing its own Users and assigning User IDs to appropriate Users for certain Diligent Services. Client is responsible for setting up and ensuring the confidentiality of User accounts and passwords assigned to them for use with the Diligent Service. Rights of any User to utilize any Diligent Services 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 Software. Client is restricted to the number of Users for

which it has purchased subscriptions. Virtualization technology may not be used to circumvent the restrictions in the Agreement. Client may on a permanent basis transfer a User's access right purchased by Client to another User without incurring additional Subscription Fee charges (but subject to payment of an installation fee, if applicable), as long as the number of Users does not exceed the number of Users purchased, and the original User is no longer a User and is not permitted access to the Diligent Service. If Client exceeds, or wishes to increase, the number of Users, additional fees will apply.

4.7. Feedback. Client shall have no obligation to provide Diligent any suggestions, ideas, enhancement requests, recommendations, or other information regarding actual or potential improvements to the Services or Diligent's other technologies, products, or services (collectively "**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. For the avoidance of doubt if such Feedback includes personal information under Data Protection Law then Section 5.5 of the Agreement shall apply.

5. Client Data and Client Materials.

5.1. Client reserves all title and ownership of Client Data. Diligent will take reasonable security measures with respect to the storage and transmission of Client Data. Upon Client's reasonable request, Diligent will provide Client with Diligent's then-current security Documentation made generally available to customers of the relevant Diligent Service. Diligent shall promptly and without undue delay notify Client after confirming any actual or reasonably suspected information security breaches affecting the security of Client Data.

5.2. Client hereby grants Diligent the right to use Client Data for the purposes of providing the Services. If Client furnishes to Diligent any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Client Data (collectively "**Client Materials**"). Diligent may use Client Materials in connection with the provision of the Services. Client agrees that Diligent may collect, create, use and disclose information generated or derived from use of the Services (which may include aggregated, anonymized data, statistics and/or similar information derived from Client Data) ("**Derived Data**") for its business purposes and grants Diligent the right to use Client Data for product development and service improvement purposes.

5.3. Client agrees that Diligent and its affiliated companies may reference Client as a Diligent customer (including using Client's name and logo), including on Diligent's and its affiliated companies' website. Diligent will (a) comply with Client's reasonable instructions that are provided to Diligent related to such use of name and logo and (b) promptly cease such reference upon Client's request (such requests may be directed to marketing@diligent.com).

5.4. Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use the Diligent Service and using hardware and software systems that match or exceed the specifications recommended by Diligent in the Documentation for the Diligent Service and/or Software. The technical requirements set forth in the Documentation are subject to change upon notice. Client is responsible for ensuring its firewalls permit access to the Diligent-owned URLS/IP Addresses. Client is responsible for taking reasonable security precautions, including, without limitation, determining the security configurations of its systems (e.g., password construction rules and expiration intervals) and for periodically reviewing such precautions. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the Diligent Service or Software of which it becomes aware, including without limitation compromised User accounts. Client is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.

5.5. Each Party will comply, to the extent applicable, with Data Protection Laws in performing their obligations under the Agreement. Where legally required, the Parties agree to comply with the terms of Diligent's Data Processing Addendum and EU Data Act Addendum which are incorporated into the Agreement by reference as of the Effective Date and are available at https://www.diligent.com/legal/terms-of-use-and-related-resources.

6. Pricing and Payment.

6.1. Fees. In consideration for the provision of the applicable Services, Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section. All Subscription Fees are to be paid annually in advance. Except as specifically provided to the contrary in the Agreement and to the maximum extent permitted under applicable law, in the event of the cancellation, completion, expiration or termination of the Agreement, all monies paid or due or owing to Diligent by Client shall be deemed non-refundable. Diligent may implement revised pricing for any Renewal Term by giving written notice of the new pricing to Client at least sixty (60) days prior to the commencement of a Renewal Term and such revised pricing will apply to the Renewal Term unless Client provides written notice of non-renewal to Diligent in accordance with Section 3 (Term). Any reduction in the quantity of any purchase made in an Order Form must be agreed to in writing by the Parties at least thirty (30) days in advance of the commencement of the next Renewal Term and any such reduction shall only take effect as of the commencement of the next Renewal Term. If there is no written agreement to reduce the quantity of any purchase in an Order Form by such time and the Agreement renews, the Agreement will renew for the same quantity purchased in the preceding Initial or Renewal Terms, as applicable. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and any other fees on or about the date the Order Form is executed. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees approximately thirty (30) days prior to the anniversary of the applicable Effective Date. Client will pay all invoices within thirty (30) days of the date of invoice. For any amount not paid when due and without prejudice to any other rights and remedies of Diligent, Diligent may charge a 1.5% per month (18% per annum) finance charge or, if lower, the maximum amount allowed under applicable law in the jurisdiction in which Client is located. Client will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Client's past due amounts. If in Diligent's reasonable opinion a User or Client is in breach of the Agreement, including Client's payment obligations hereunder, Diligent may, without limiting its other rights and remedies, suspend access to the Services by such User or Client on prior notice. Client will be responsible for all reasonable, pre-approved travel, accommodation and meal expenses incurred in connection with any on-site training, services or instruction. Such expenses will be invoiced at actual cost. If Client reschedules or cancels any onsite training, instruction or Professional Services for which Diligent has incurred non-refundable out-of-pocket expenses, Client will reimburse Diligent for such non-refundable expenses. All amounts payable to Diligent hereunder are payable in full in the currency specified in the Order Form without deduction or set off, and shall be in addition to all applicable taxes, bank fees or duties, which are also Client's responsibility.

6.2. Taxes. All Subscription Fees are quoted exclusive of all sales or value-added tax. 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), withholding 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 the Agreement. In the event that any withholding taxes are payable under any applicable law in respect of any payment due to Diligent under the Agreement, Client shall gross up such payment such that the balance payable to the Diligent after deduction of the applicable withholding taxes shall be equivalent to the original amount due to Diligent. Provided that in the event any avoidance of double taxation treaty is applicable to such payments, Diligent and Client shall cooperate to obtain the full benefit of such treaty.

7. Warranties and Disclaimers.

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

7.2. Remedy for Breach of Warranty. If notified in writing of a valid warranty claim under Section 7.1, Diligent will, at its option: (i) correct the non-conforming Diligent Service or Software so that it materially complies with the Documentation; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the 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 Section 7.1. Subject to Section 7.1, this Section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under Section 7.1.

7.3. 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 Software provided hereunder.

7.4. Disclaimer.
A. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DILIGENT DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS WHETHER EXPRESS, IMPLIED OR STATUTORY.

B. THE WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS DISCLAIMED IN SECTION 7.4(A) SHALL INCLUDE (WITHOUT LIMITATION) ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

C. DILIGENT MAKES NO WARRANTY, UNDERTAKING, REPRESENTATION, CONDITION OR OTHER AGREEMENT THAT THE DILIGENT SERVICE, PROFESSIONAL SERVICES, SOFTWARE, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE.

D. 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 APPLICABLE LAW FROM THE EFFECTIVE DATE, AND THE INVALIDITY OF THIS DISCLAIMER WILL NOT AFFECT ANY OTHER DISCLAIMER OR LIMITATION CONTAINED IN THE AGREEMENT.

8. **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 Services in accordance with the Agreement infringes a validly existing trademark, copyright, patent, or other proprietary right 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; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim at Diligent's expense. Diligent will defend any claim under this Section with counsel of its own choosing and settle such claim as Diligent deems appropriate, provided that this does not require an admission of guilt or liability by Client. Client may participate in such 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 for which it is seeking indemnification without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Services 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 the Agreement, Client will discontinue using the allegedly infringing Services and Diligent will issue Client a pro-rata refund of any prepaid Subscription Fee for such Services based on the number of months remaining in the then-current Initial Term or Renewal Term. This Section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement. 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 Services not made by Diligent; (iii) Client's use of the Services that is non-compliant with the Documentation; (iv) use of the Services in any manner that is not authorized or is not permitted by the Agreement; (v) Client use or combination of the Services 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.

9. **DISCLAIMER OF CERTAIN DAMAGES.**

9.1. SUBJECT TO SECTION 10.4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR:
(I) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES; OR
(II) LOSS OF ACTUAL OR ANTICIPATED PROFITS REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; PROPERTY DAMAGE; OR BUSINESS INTERRUPTION, IN EACH CASE ARISING OUT

OF OR IN ANY WAY RELATED TO THE AGREEMENT, ANY DILIGENT SERVICE, PROFESSIONAL SERVICES, OR SOFTWARE (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY, IN EQUITY OR ARISING IN ANY OTHER WAY).

9.2. SUBJECT TO SECTION 10.4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING DISCLAIMERS WILL APPLY EVEN IF: (I) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; (II) THE LIMITED REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND (III) REGARDLESS OF IF THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, IN EQUITY, BREACH OF STATUTORY DUTY, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

10. LIMITATIONS ON LIABILITY.

10.1. SUBJECT TO SECTION 10.4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES (TO THE EXTENT NOT DISCLAIMED UNDER SECTION 9) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY, IN EQUITY OR ARISING IN ANY OTHER WAY)) EXCEED THE TOTAL FEES PAID OR PAYABLE TO DILIGENT FROM CLIENT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

10.2. SUBJECT TO SECTION 10.4 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THE AGREEMENT OR ANY ORDER FORMS INCLUDING CLAIMS BY AFFILIATES OF CLIENT UNDER ORDER FORMS REFERENCING THE AGREEMENT, THE DILIGENT SERVICE, PROFESSIONAL SERVICES, OR SOFTWARE WILL NOT ENLARGE OR EXTEND THE LIMITATION ON MONEY DAMAGES.

10.3. WITHOUT LIMITING SECTIONS 10.1 AND 10.2 (BUT SUBJECT TO SECTION 10.4), 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 THE AGREEMENT, DILIGENT'S NEGLIGENCE OR DILIGENT'S INTENTIONAL MISCONDUCT.

10.4. Nothing in the Agreement excludes the liability of either Party for: (a) death or personal injury caused by that Party's negligence; (b) fraud or fraudulent misrepresentation; (c) fees due under the Agreement; (d) misappropriation or infringement of the other Party's intellectual property rights; (e) a Party's express indemnification obligations under the Agreement; or (f) any other liabilities that cannot be excluded by law.

11. Termination. Either Party may terminate the Agreement if the other Party materially breaches such 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 the Agreement immediately upon providing written notice to Client if Client breaches Section 12 (Confidentiality), Section 14.11 (Export Controls) or Section 4 (Access Right; Restrictions), and Client may terminate the Agreement immediately upon providing written notice to Diligent if Diligent breaches Section 12 (Confidentiality). Either Party may terminate the 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 the Agreement, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Software and pay all unpaid fees. If Client terminates the Agreement due to Diligent's breach of the Agreement, then to the extent Client has paid fees to Diligent that relate, on a pro-rated basis, to any portion of the Term that is after the date of termination, Diligent will pay to Client a pro-rated refund of such fees. If requested by Client after termination of the Agreement, Diligent will make Client Data available for Client to export or download, as provided in the Documentation, for a period not to exceed thirty (30) days from the date of termination, which period may be extended by an additional thirty (30) days upon Client's further written request within such period. After such period (or if Client does not make such a request within ten (10) days of the date of termination), Diligent will be under no

obligation to hold the Client Data and Diligent will remove Client Data from the Diligent Service, however, Client Data may remain in backups of the Diligent Service until such backups are deleted. Sections 1, 4.4, 4.5, 5.2, 5.4, 6, 7.4, and 9-14, will survive termination of the Agreement for any reason.

12. Confidentiality. Client will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology, and materials (including the Diligent Service, Software and Derived Data) provided by or on behalf of Diligent during the Term (Diligent's "**Confidential Information**"), and Diligent shall retain in confidence Client Data (Client's "**Confidential Information**"). Any Client Confidential Information that is information about any identifiable individual will be destroyed when it is no longer needed by Diligent to perform its obligations under the Agreement. Each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Affiliates, Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the 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 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.

13. Freemium Services.

From time to time, Diligent may make Freemium Services available to Client at no charge. **Client may choose to try such Freemium Services in Client's sole discretion.** Unless otherwise determined by Diligent, no Order Form is specifically required to enable Client's use of Freemium Services. Certain Freemium Services are intended for evaluation purposes and not for production use. Freemium Services are not supported and may be subject to supplemental terms in addition to those set out in the Agreement, which will be presented to Client. Freemium Services are not considered part of the "Diligent Service", "Software" "Professional Services", or similar terms under the Agreement; however, all restrictions and Client commitments under the Agreement shall apply to Client's use of Freemium Services (including for the avoidance of doubt Section 4 (Access Right; Restrictions)). Unless otherwise stated, Freemium Services are available for Client's use during the Term, except that any Freemium Services that are made available on a trial basis will expire upon the earlier of one year from the trial start date or the date that a version of the Freemium Services becomes generally available on a paid basis. Diligent may discontinue Freemium Services at any time in Diligent's sole discretion and may never make Freemium Services generally available. FREEMIUM SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY, REPRESENTATION, GUARANTEE, CONDITION OR TERM OF ANY KIND, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW. DILIGENT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREEMIUM SERVICES. IN THE EVENT SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, DILIGENT'S LIABILITY WITH RESPECT TO FREEMIUM SERVICES SHALL NOT EXCEED THE GREATER OF (A) $500.00 OR (B) THE MINIMUM ENFORCEABLE UNDER APPLICABLE LAW.

14. Miscellaneous.

14.1. Conflict. If there is an inconsistency between any of the provisions in an Order Form, the Product Terms, the Terms and Conditions, and any other exhibit or addendum (if any) incorporated into an Order Form, the order of precedence shall be the Order Form, the Product Terms, the Terms and Conditions, then any other exhibit or addendum incorporated into an Order Form (with the first mentioned document prevailing over each subsequently mentioned document in this Section).Notwithstanding the foregoing the applicable local law terms set forth in Section 17 (Local Law Terms) of the Terms and Conditions shall control in the event of a conflict with any terms incorporated into the Agreement.

14.2. Variation. Except as expressly set forth in this Section, no amendment or variation of the Agreement (including any Order Form) will be effective unless it is in writing and signed by each Party. Diligent may amend the Terms and Conditions and Product Terms incorporated into this Agreement from time to time by posting revised versions of such terms at the websites Diligent makes available for the Terms and Conditions and Product Terms ("Revised Terms"). Revised Terms shall be incorporated into the Agreement when: (i) Client enters into a new Order Form incorporating the Revised Terms; (ii) an Order Form automatically renews pursuant to the Agreement; or (iii) the Parties mutually agree in writing to a Renewal Term or account transfer (in which case Client acknowledges that it has reviewed and accepted the then-current version of the Revised Terms). For the avoidance of doubt if Client enters into multiple agreements relating to a specific Diligent purchase (e.g., to add additional Users, services, etc.) then the Revised Terms incorporated via the most recent ordering document shall apply to such purchase in its entirety.

14.3. Waiver. All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.4. Severance. If any provision of the 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 invalidate the remaining provisions of the Agreement. If any invalid or unenforceable provision would be valid or enforceable if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

14.5. Interpretation of Agreement. The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive unless qualified by terms like "only" or "solely." All captions and headings are intended solely for the Parties' convenience and will not affect the meaning of any provision. The words "herein," "hereof," and words of similar meaning refer to the Agreement as a whole, including its Exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in the Agreement.

14.6. Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing and deemed received: (i) the same day if by personal delivery, (ii) the second working day after the day it was sent if by bonded courier or a nationally-recognized overnight delivery company,
(iii) five (5) working days following posting if by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) the date of delivery if by email.

14.7. Entire Agreement. The Agreement contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of the 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 the Agreement. Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement. The Agreement supersedes any conflicting terms in Client's purchase order or other ordering document. Any terms of trade stated or referenced in Client's purchase order, or any other terms to which

Diligent has not specifically agreed in a writing signed by an authorized representative of Diligent, are not binding on Diligent.

14.8. No Investment/Legal Advice. Diligent is not an investment advisor and nothing contained in the Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information contained in the applicable product or the advisability to buy, sell, subscribe for, exchange or redeem a particular investment. The Service provided under the Agreement and all related content are for informational purposes only and do not constitute and should not be construed as a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Diligent does not (i) serve as an agent for Client, Users, or any other person, (ii) market securities to investors, (iii) participate in negotiations between a Client, Users or any investor, (iv) handle any monies or securities in transactions between investors and Client or Users (or other third parties), or (v) assist Client, Users, or investors with the completion of any transactions between them (such as transaction documentation or paid referrals). Further, the Services are not intended to replace or serve as a substitute for legal advice and Client should not take action in respect of the subject matter of the Services without obtaining its own appropriate legal advice. The provision of Services by Diligent to Client and/or its Affiliates is not intended to create a lawyer-client relationship and communications and information shared between the parties do not establish a lawyer-client relationship.

14.9. Third-Party Services. Diligent Services and/or Software may contain links to or allow Client or its Users to connect and use, certain third-party products, services, or software ("**Third-Party Services**", and each, a "**Third-Party Service**") in conjunction with Client's use of the Diligent Service. To take advantage of these features, Users may be required to sign up or log into such Third-Party Service. Client acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Diligent does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores or processes any data. Certain features of certain Diligent Services and/or Software may depend on the availability of these Third-Party Services and the features and functionality they make available. Diligent does not control Third-Party Service features and functionality, which may change without notice to Diligent or Client. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Diligent, or stops providing access to such features and functionality on reasonable terms, as determined by Diligent in its sole discretion, Diligent may stop providing access to certain features and functionality of the Diligent Services and/or Software. Diligent will not be liable to Client for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Diligent Service and/or Software. Client and its Users irrevocably waive any claims against Diligent with respect to any Third-Party Services.

14.10. Force Majeure. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including: acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; network and/or computer failure or shortage of supplied materials ("**Force Majeure Event**"); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

14.11. Export Controls. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under the Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export or sanctions ("**Export Control Laws**"). Client shall ensure that its Users do not access or use any Diligent Service, Software or Deliverables in breach of Export Control Laws. Each Party represents and warrants that it is not, and its Affiliates and Users are not, (i) located in any embargoed jurisdiction, or listed on, or owned or controlled by a party listed on, any applicable restricted or denied-party list, including the Specially Designated Nationals list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by His Majesty's Treasury, the European Union's Consolidated Financial Sanctions List, or any similar list (a "Restricted Party"); or (ii) the subject of any investigation related to Export Control Laws. Each Party shall promptly notify the other Party if it, or any of its Affiliates or Users: (i) becomes a Restricted Party, (ii) becomes the subject of an investigation related to Export

Control Laws, or (iii) learns of any violations of this Section. For the avoidance of doubt, any breach of this Section is a material breach of the Agreement and is not subject to cure.

14.12. Anti-Bribery. Each Party shall comply with all applicable anti-bribery legislation in connection with the operation of the Agreement. Each Party agrees that it has not received or been offered any illegal bribe, kickback payment, gift, or thing of value from any of the other Party's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any breach of this Section related to the Agreement, it will use reasonable efforts to promptly notify the other Party's legal department.

14.13. No Assignment or Delegation. Client may not (i) assign the Agreement or rights to the Services, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of Diligent. Notwithstanding the foregoing, Client may assign its rights and obligations under the Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets with notice to Diligent. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest. Diligent may freely assign or subcontract its rights or obligations under the Agreement.

14.14. Independent Contractor. Diligent is an independent contractor. Nothing in the Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party shall have the power to act in the name or on behalf of, or otherwise bind the other in any way.

14.15. Third-party Beneficiaries. Other than as expressly set forth in the Agreement, there are no third-party beneficiaries to the Agreement.

14.16. Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.17. Counterparts. The 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 the Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to the Agreement.

14.18. English Language Controls. The original and controlling version of the Agreement shall be the version using the English Language. All translations of the Agreement into other languages shall be for the convenience of the Parties only and shall not control the meaning or application of the Agreement. All notices and other communications required or permitted by the Agreement must be in English, and the interpretation and application of such notices and other communications shall be based solely upon the English language version thereof.

15. Governing Law/Contracting Entity.

15.1 Except as otherwise set forth in an Order Form, the Diligent entity entering into the Agreement, the governing law of the Agreement and the courts with exclusive jurisdiction for disputes arising under the Agreement depend on where Client is located and are as identified below, subject to any additional local law terms identified in Section 17 (Local Law Terms).

For Clients located in North, South America or Central America:

Client Location: (based on purchase address)	**Diligent Contracting Entity**	**Governing Law:**	**Courts with Exclusive Jurisdiction:**
Canada	Diligent Canada Inc.	Ontario law	Toronto, Ontario, Canada
All other locations	Diligent Corporation	Delaware and controlling United States federal law	Wilmington, Delaware, United States

Diligent

For Clients located in Europe, the Middle East or Africa:

Client Location (based on purchase address)	Diligent Contracting Entity	Governing Law	Courts with Exclusive Jurisdiction:
France	ACL France SARL	English law	London, England
Germany	Diligent Boardbooks GmbH, Brainloop AG	German law	Munich, Germany
Nètherlands	AMA Partners B.V.	English law	London, England
South Africa	Diligent Software Pty. Ltd.	South African law	Cape Town, South Africa
Switzerland	Diligent Boardbooks Limited	Swiss law	Zürich, Switzerland
All other locations	Diligent Boardbooks Limited	English law	London, England

For Clients located in Asia or the Pacific Region:

Client Location (based on purchase address)	Diligent Contracting Entity	Governing Law	Courts with Exclusive Jurisdiction:
Australia	Diligent Board Services Australia Pty. Ltd.	New South Wales law	Sydney, Australia
India	Diligent APAC Board Services Pte. LTD	Indian law	Mumbai, India
Japan	Diligent Japan Ltd.	Japanese law	Tokyo, Japan
New Zealand	Diligent Board Member Services NZ Ltd.	New Zealand law	Christchurch, New Zealand
All other locations	Diligent APAC Board Services Pte. Ltd.	Singaporean law	Singapore

16. Local Law Terms.

16.1. Canada Local Law Terms. If Client is located in Canada, then the following additional terms apply:

(a) Language. The Parties confirm that it is their wish that the Agreement, as well as any other documents relating to the Agreement, including notices, exhibits and authorizations have been and will be drawn up in the English language only. *Les Parties confirment leur souhait que la présente Entente, ainsi que tous les autres documents y afférents, y compris les avis, les pièces jointes et les autorisations, aient été et soient rédigés en langue anglaise uniquement.*

(b) Client Data and Client Materials may be stored, processed, transmitted and otherwise handled by Diligent and its authorized subcontractors outside of the jurisdiction in which Client Data or Client Materials originated.

16.2. United States Local Law Terms. If Client is located in the United States, then the following additional terms apply:

(a) Bench Trial. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with regard to any dispute arising out of the Agreement.

(b) US Federal Government. The Diligent Services and Software, including related software and technology, are "**Commercial Items**" as that term is defined in FAR 2.101. Government technical data and software rights related to the Diligent Services and Software include only those rights customarily provided to the commercial marketplace as specified in the Agreement. This customary commercial license is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under the Agreement, it must negotiate with Diligent to determine if there are acceptable terms for granting

those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(c) No right of action and other entitlements arising from or pertaining to the Diligent Services or Professional Services may be brought by Client more than one (1) year after the date on which Client has become aware of or could have become aware of such right and entitlement.

16.3. Germany Local Law Terms. If Client is located in Germany, then the following additional terms apply:

(a) The first sentence of Section 4.2 (Affiliates) is hereby restated as follows:

"To the extent that Client is purchasing access on behalf of its Affiliates, Client is obliged to ensure the compliance of each Client Affiliate with the Agreement. Client shall be liable in accordance with the Agreement for any violation of the provisions of the Agreement caused by a Client Affiliate."

(b) Section 4.5(i) is hereby restated as follows:

"...(i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Services or Software or otherwise attempt to access, imitate, derive or discover the source code thereof except in accordance with the precondition of § 69e sec. 1 German Copyright Act (UrhG), and only if Diligent is not providing the necessary data and/or information in a reasonable period of time after being requested to do so in writing..."

(c) Section 4.5(ix) is hereby restated as follows:

"...(ix) make any use of the Diligent Services that violates any applicable law..."

(d) Sections 7 (Warranties and Disclaimers), 8 (Indemnification), 9 (Disclaimer of Certain Damages) and 10 (Limitations of Liability) are each hereby deleted in their entirety and replaced with the following:

"**7. Warranties and Disclaimers.**

7.1. Software and Services. During the Term, Diligent warrants that the applicable Diligent Service and Software will materially conform to the applicable Documentation. The warranty will not apply: (i) if the applicable Diligent Service or Software is not used in accordance with this Documentation; (ii) if the defect solely results from a violation of these Terms and Conditions by Client or (iii) if the defect is caused by Client Data, Client Materials or any third party services, content, products or modification or customisation made by Client to such Diligent Service or Software unless the aforementioned has been recommended or approved by Diligent.

7.2. Remedy for Breach of Warranty. Client shall provide Diligent with written notice of any defect of the Diligent Service or Software encountered by Client immediately and undertake reasonable actions that enable Diligent to identify and solve the applicable issue. Diligent will, at its option, (i) correct the non-conforming Diligent Service or Software so that it materially complies with the Documentation within a reasonable time; or (ii) provide a replacement with substantially equivalent functionality and performance. If Diligent's final attempt to remedy a defect within one month of the written notice has failed, Client may: (i) demand a reduction in the fees (*Minderung*) equivalent to 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; (ii) claim damages subject to the limitations in Section 9 (Limitations on Liability); or (iii) terminate the Agreement for good cause in accordance with Section 10 (Termination for Good Cause) of the Agreement. Defects in title of the Diligent Services or Software shall be handled in accordance with the provisions of Section 8 (Indemnification).

7.3. 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 Software.

8. Indemnification.

8.1. Indemnity by Diligent. 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 Software or any Diligent Service (or any Deliverables if applicable) in accordance with the Agreement infringes a validly existing German trademark, copyright, patent or other proprietary right 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; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim at Diligent's expense. Diligent will defend any claim under this Section with counsel of its own choosing and settle such claim as Diligent deems appropriate, provided that defense or settlement does not require an admission of guilt or liability by Client. Client may participate in such 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 for which it is seeking indemnification without the express written consent of Diligent. If, in Diligent's sole opinion, an infringement claim may have validity or if there is an infringement that impairs or prohibits use of the Software by Client, then Diligent may modify the Software, Deliverables 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's final attempt to remedy a defect has failed, Client may either (i) demand a reduction in fees (*Minderung*) equivalent to 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 infringement claim, (ii) claim damages subject to the limitations in Section 9, or (iii) terminate the Agreement for good cause in accordance with Section 10.

8.2. Indemnity by Client. Diligent shall have no obligation under Section 8.1 for and Client shall fully indemnify and hold harmless Diligent (including its representatives, employees and/or agents) from and against all third party claims arising from any inadmissible use of the Diligent Service by Client or Users, in particular but not limited to (i) violations of Sections 4.5, (ii) violations of the first sentence of Section 5.4 and (iii) claims arising from the infringement of third party intellectual property rights by Client in connection with use of the Diligent Service. This Section 8.2 shall not apply in cases where Client has not at least acted with negligence.

9. Limitations on Liability.

9.1. General. If not excluded or limited by any stipulation included in this Section 9, the parties are liable according to the rules and regulations applying under applicable statutory law.

9.2. Limitation of Liability. In case of slight negligence [leichter Fahrlässigkeit], Diligent is liable only in the event of a breach of material contractual obligations, i.e., the breach of material obligations, the breach of which endangers the achievement of the purpose of the Agreement with Client, or the breach of obligations the fulfillment of which is an essential prerequisite for the proper performance of the obligations contained in the Agreement and on the observance of which Client may regularly rely ("**Cardinal Obligations**"). In case of a slightly negligent breach of a Cardinal Obligation, Diligent's liability shall be limited to the contract-typical foreseeable damage. Subject to Section 9.3, any further liability of Diligent in cases of slight negligence shall be excluded. The Parties agree that the contract-typical foreseeable damage per contract year amounts to a maximum of one hundred percent (100%) of the annual contract volume (the remuneration to be paid by Client to Diligent within the contract year in which the damage event falls for all services by Diligent with regard to the use of the Diligent Service) or twenty-five thousand euros (EUR 25,000), whichever is higher.

9.3. Exclusions from Limitation of Liability. The limitations set forth in Section 9.2 will not apply to: (i) any action undertaken by Diligent with willful misconduct or gross negligence; (ii) Diligent's negligence causing death or bodily injury or illness; (iii) fraudulently concealed defects; (iv) the assumption of a guarantee; or (v) any liability requirement for damages under the German Product Liability Act (Produkthaftungsgesetz) or any other mandatory law.

9.4. Limitation on Category of Liability. Subject to Section 9.3, in no event will Diligent be liable for loss of profits (Article 252 German Civil Code (Bürgerliches Gesetzbuch). In case of such loss (and provided such loss does not include Confidential Information or does not result in or constitute a disclosure of Confidential Information prohibited under Section 12) or corruption of Client Data, Diligent shall only be liable to the extent the loss or corruption of Client Data could not have been avoided by reasonable, appropriate and regular data backup measures on the part of Client. To this extent, Diligent shall in case of loss or corruption of Client Data only be liable for the costs related to the successful data recovery activities by Diligent which would be necessary.

9.5. Notwithstanding Section 9.3, Diligent's strict liability ("verschuldensunabhängige Haftung") for defects existing at the time of conclusion of the Agreement (§ 536a BGB) is excluded.

9.6. Section 9.2 also applies in case of breach by an agent or subcontractor of Diligent and the personal liability of Diligent's employees, representatives, and management and/or corporate body of Diligent.

9.7. Client's claim for damages according to Section 9.2 shall become time-barred according to applicable law. Client's claim for all other damages shall become time-barred after one (1) year beginning with the last day of the year in which Client became aware of the damage. All claims become time-barred latest after five (5) years after arising, or ten (10) years after the respective action, breach of duty or other action causing the damage took place.

10. Termination for Good Cause. The Agreement may be terminated, in whole or in part, for good cause (aus wichtigem Grund) upon written notice by either Party. A Party shall have good cause for termination if there are any circumstances that would make a continued cooperation of the Parties unduly burdensome for the terminating Party, including, but not limited to, a breach of Section 12 (Confidentiality) by one of the Parties, a breach of Section 4 (Access Right; Restrictions) by Client or a breach of Section 5 (Client Data and Client Materials) by Diligent."

(e) The first three sentences of Section 11 (Termination) are hereby deleted in their entirety.

(f) The last sentence of Section 12 (Confidentiality) is hereby deleted.

(g) The last three sentences of Section 13 (Freemium Services) are hereby deleted.

(h) "...[F]or an obligation to pay money..." is hereby deleted from the first sentence of Section 14.10 (Force Majeure).

16.4. South Africa Local Law Terms. If Client is located in South Africa, then the following additional terms apply:

(a) THE PARTIES AGREE THAT DILIGENT PROVIDES BUSINESS-TO-BUSINESS SERVICES AND IT IS NOT THE INTENT OF THE PARTIES THAT CLIENT IS CONSIDERED A CONSUMER FOR PURPOSES OF THE CONSUMER PROTECTION ACT ("**CPA**"). TO THE EXTENT THE CPA OR ANY OTHER CONSUMER WARRANTIES ARE DEEMED TO APPLY TO THE AGREEMENT BY LAW, ANY SUCH OBLIGATIONS AND WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16.5. Switzerland Local Law Terms. If Client is located in Switzerland, the following local law terms apply:

(a) Any reference to product liability in Section 9.2 is hereby deleted.

(b) Section 10.4 is hereby restated as follows:

"Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's intent or negligence; (b) for fraud or fraudulent misrepresentation; (c) for fees due

under the Agreement; (d) for misappropriation or infringement of the other Party's intellectual property rights; (e) for a Party's express indemnification obligations under the Agreement; (f) for unlawful intent or gross negligence; or (g) for any other liabilities that cannot be excluded by law."

16.6. Australia Local Law Terms. If Client is located in Australia, the following additional terms apply:

(a) Section 3 (Term) is hereby restated as follows:

"3. Term. The Term of the Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("**Initial Term**"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be three years. After the Initial Term, unless applicable law prohibits automatic renewal, the term of the Agreement will automatically renew for additional renewal terms as set forth on the Order Form (each, a "**Renewal Term**"), unless either Party provides the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If no specific Renewal Term period is stated in the Order Form, the Renewal Term shall be three (3) years. Collectively each Initial Term and each Renewal Term (if any) constitute a "**Term**" in respect of the applicable Order Form. Where applicable law prohibits automatic renewal, notwithstanding anything to the contrary in the Agreement, the Agreement will not automatically renew after the Initial Term and will only renew upon the mutual agreement of the Parties in writing."

(b) The following provision is added as Section 6.3:

"6.3. GST. Words and expressions used in this Section 6.3 which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("**GST Act**") have the same meaning in this Section 6.3 as in the GST Act. Unless expressly stated otherwise, all consideration to be provided under the Agreement is expressed exclusive of GST. If GST is payable on any supply made under the Agreement, for consideration that is not expressly stated to include GST, Client will, upon receiving a tax invoice from Diligent, pay to Diligent an amount equal to the GST payable on the supply. Where a Party is required under the Agreement to indemnify, pay or reimburse an expense or outgoing of another Party ("**Payee**"), the amount to be indemnified, paid or reimbursed will be reduced by an amount equal to any input tax credits in respect of the indemnity, expense or outgoing to which Payee (or the representative member of a GST group of which Payee is a member) is entitled."

(c) Section 7.5 is hereby inserted as follows:

"7.5. Warranty Required By Law or Mandatory Term. Nothing in the Agreement excludes, restricts or limits any condition, representation, warranty, term or guarantee that cannot be excluded, restricted or limited under Australian law, including *Australian Consumer Law*. Diligent's provision of goods and services come with guarantees that cannot be excluded under the *Australian Consumer Law*. For major failures with the services, Client is entitled: (i) to cancel Client's service contract with Diligent; and (ii) to a refund for the unused portion, or to compensation for its reduced value. Client is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, Client is entitled to have a failure rectified in a reasonable time. If this is not done, Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. However, the liability of Diligent is limited to the maximum extent permitted by Australian law. For the purpose of this Section 7.5, any reference to: (a) "goods" shall mean "Software"; (b) "services" shall mean the "Diligent Service", "Professional Services" and any similar explicitly contracted services under the Agreement; and (c) "service contract" shall mean the Agreement. For clarity, the Diligent Services are not to be used for personal, domestic or household use or consumption."

(d) If Client's subscription automatically renews then the Revised Terms set forth in Section 14.2 (Variation) shall not be incorporated into the Agreement.

Diligent

16.7. India Local Law Terms. If Client is located in India, then the following additional terms apply:

(a) Governing Law and Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, including any question regarding its existence, validity or termination, the same shall be referred to and finally resolved by arbitration conducted in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("**MCIA Rules**"), which rules are deemed to be incorporated by reference into this clause. The Parties agree that: (i) any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 12.3 of the MCIA Rules; (ii) the language to be used in the arbitration shall be English; (iii) in any arbitration commenced pursuant to this clause: (x) the number of arbitrators shall be one, who shall be an Indian national resident in India, and appointed by the Council of Arbitration of the Mumbai Centre for International Arbitration ("**MCIA**") in accordance with the MCIA Rules; (y) the seat, or legal place of arbitration shall be Mumbai, India; and (z) the venue of arbitration shall be chosen by Diligent in Mumbai, India and can also be within the premises of the MCIA; (iv) the arbitrator shall endeavor to deliver an award within (6) six months from the date of appointment; (v) in the event the MCIA ceases its operations or if MCIA Rules cease to remain applicable to the Agreement for any reason whatsoever, arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**"), which rules (including the SIAC Rules) shall at such point be deemed to be incorporated by reference into this clause.

16.8. New Zealand Local Law Terms. If Client is located in New Zealand, then the following additional terms apply:

(a) Section 3 (Term) is hereby restated as follows:

"3. Term. The Term of the Agreement begins on the applicable Effective Date and will continue for the period identified as the "Initial Term" in the Order Form ("**Initial Term**"). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be three years. After the Initial Term, unless applicable law prohibits automatic renewal, the term of the Agreement will automatically renew for additional renewal terms as set forth on the Order Form (each, a "**Renewal Term**"), unless either Party provides the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If no specific Renewal Term period is stated in the Order Form, the Renewal Term shall be three (3) years. Collectively each Initial Term and each Renewal Term (if any) constitute a "**Term**" in respect of the applicable Order Form. Where applicable law prohibits automatic renewal, notwithstanding anything to the contrary in the Agreement, the Agreement will not automatically renew after the Initial Term and will only renew upon the mutual agreement of the Parties in writing."

(b) If Client's subscription automatically renews then the Revised Terms as set forth in Section 14.2 (Variation) shall not be incorporated into the Agreement.