

**AMENDMENT TO DILIGENT SERVICE AGREEMENT**

**THIS AMENDMENT** ("Amendment") is effective on the 23<sup>rd</sup> day of July, 2020, and is attached to and made a part of the Diligent Service Agreement (the "Agreement") dated the 23<sup>rd</sup> day of July, 2015, by and between **The Texas A&M University System**, whose principal place of business is located at TAMU MS 6000, College Station, Texas, United States 77843-6000 ("Client") and **Diligent Corporation**, a Delaware corporation, whose principal place of business is located at 111 West 33rd St, 16th Floor, New York, NY 10120 ("Diligent"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS the Parties intend to amend the pricing in the Agreement.

The Parties hereby agree that the Agreement is hereby modified as follows:

1. The portion of the Agreement setting out quantities of access rights and fees due shall be deleted and replaced with the attached Pricing Exhibit.
2. Notwithstanding anything to the contrary under the Agreement, Client agrees that it shall not terminate the Agreement (other than as expressly permitted due to Diligent's breach of the Agreement) or reduce quantities of access rights prior to July 22<sup>nd</sup>, 2023. Diligent agrees that it shall not increase pricing prior to July 22<sup>nd</sup>, 2023.
3. This Amendment shall be valid if signed by the Client and received by Diligent on or before 5/13/2020. After such date, Diligent may accept or reject this Amendment in its sole discretion.
4. This Amendment shall take precedence in the event any term or condition of the Agreement conflicts herewith. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed as of the date first stated above.

**Diligent Corporation**

**The Texas A&M University System**

DS  
*JD*

By:

By:

DocuSigned by:

\_\_\_\_\_  
Bill Wright  
Chief Accounting Officer  
Date: 4/13/2020

\_\_\_\_\_  
Name: **Billy Hamilton**  
Title: **Executive Vice Chancellor and Chief Financial Officer**  
Date: \_\_\_\_\_  
**Effective Date: 7/23/2020**

4/14/2020 | 16:42:50 CDT

# PRICING EXHIBIT

## PRICING AND FEES

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

<b>Accessing Entities and Individuals</b>	<b>Qty</b>	<b>Price Each</b>	<b>Total</b>
Boards	1.00	USD 3,633.84	USD 3,633.84
Committees/Meeting Groups	4.00	USD 75.51	USD 302.04
Offline User	19.00	USD 454.23	USD 8,630.37
Offline Administrator	1.00	USD 0.00	USD 0.00
Online Administrator	3.00	USD 908.46	USD 2,725.38
Online User	18.00	USD 605.64	USD 10,901.52
<b>TOTAL ANNUAL SUBSCRIPTION FEE</b>			<b>USD 26,193.15</b>
<b>ONE-TIME INSTALLATION FEE</b>			<b>USD 0.00</b>

### Costs for Adding Entities and Individuals

<b>Additional Accessing Entities and Individuals - Annual Fees</b>	<b>Fee</b>
Boards	USD 3,633.84
Committees/Meeting Groups	USD 75.51
Offline User	USD 454.23
Offline Administrator	USD 0.00
Online Administrator	USD 908.46
Online User	USD 605.64
<b>Additional Accessing Entities and Individuals - Install Fees</b>	<b>Fee</b>
Boards Installation	USD 672.00
Committees/Meeting Groups Installation	USD 35.00
Offline User Installation	USD 84.00
Offline Administrator Installation	USD 0.00
Online Administrator Installation	USD 210.00
Online User Installation	USD 84.00