



COMPLIANCE TRAINING ADDITIONAL PRODUCT TERMS

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Compliance Training or Compliance Wave, and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions. For the avoidance of doubt, Compliance Training constitutes Content Services as defined in the Agreement. To the extent that there is a conflict between these Product Terms and the General Terms and Conditions, these terms shall control.

1. DEFINITIONS

Audience means the maximum number of individuals that may be furnished access to Compliance Training content.

Compliance Training or **Compliance Wave** means conventional and micro-learning compliance training and communications content.

Product Documentation means documentation applicable to the Diligent Services which is made available upon request.

Users means individuals who are authorized by Client to download and distribute the content provided under the Compliance Training and who have been supplied user credentials and passwords by Client (or by Diligent at Client's request).

2. DILIGENT RESPONSIBILITIES

During each year of the Term, Diligent will: (a) provide Client with access to use, and subject to the Agreement and these Additional Terms, modify the content described in Order Form(s) executed from time-to-time by the Parties and Product Documentation; (b) make any updates to the content or languages available to Client at no additional cost when and to the extent Diligent makes any such updates generally available to Diligent's other clients; and (c) provide the Compliance Training in compliance with all applicable laws.

3. CLIENT RESPONSIBILITIES

Client will use the Compliance Training and content only for its internal business purposes related to compliance training and communication and will: (a) be responsible for Users' compliance with this Agreement, including limiting access to the Audience set forth in the Order Form; (b) keep all passwords provided to Client confidential and secure, and not disclose such passwords to any other person or entity without the prior written consent of Diligent; (c) use all commercially reasonable efforts to prevent unauthorized access to or use of the Compliance Training or other Confidential Information of Diligent and notify Diligent immediately upon becoming aware of any such unauthorized access or use; and (d) cease access and use of the Compliance Training at the end of the Term or upon termination in accordance with the Agreement, unless set forth otherwise in an Order Form or Additional Terms.

4. PROPRIETARY RIGHTS AND LICENSES

Access to Compliance Training. Diligent hereby grants to Client and its Affiliates (for which Client accepts responsibility for compliance with this Agreement) a worldwide, non-exclusive, non-transferrable, and limited license for the Term to access and use the Compliance Training subject to the terms of the Agreement and these Additional Terms. Client may modify, adapt, amend, incorporate, merge and alter Compliance Training content with and into Client's own materials for its own internal business purposes and into Client's own internal network or systems during the Term of the Agreement. Unless Diligent shall agree in advance in writing, Client and Users shall not use the Compliance Training for any purpose other than those purposes specifically set forth herein.



5. DATA PROTECTION

Protection of Personal Data. Any information Client submits in connection with Client's use of the Compliance Training will be subject to Diligent's privacy policy, available on Diligent's website, as such privacy policy may be amended from time-to-time in Diligent's sole discretion. Client agrees not to submit or otherwise disclose to Diligent any Personal Data that may be subject to data protection laws.

6. TERM AND TERMINATION

Actions upon Termination; Suspension of Access. At the time of termination or expiration, Client shall, unless set forth otherwise in the Agreement, cease access and use of the Compliance Training, cease distributing Compliance Training content, and destroy and delete any passwords. At Diligent's request, Client shall provide a written certification signed by a senior officer of Client confirming the actions taken to cease access and use of the Compliance Training. Client acknowledges and agrees that Diligent may suspend access to and use of the Compliance Training, with prior written notice to Client, in the event that they reasonably believe that Client has breached the terms of this Agreement, including, without limitation, any failure to keep Client's passwords confidential and secure.