



Channel Partner Program Terms

These Program Terms set out the terms for referral, resale or fulfillment under the Diligent Partner Program.

1. Overview

- 1.1 **Products.** For purposes of these Program Terms, **"Products"** means the software solutions which Diligent makes available for resale or referral under the Partner Program in Partner's Territory and for which Partner has met the applicable training or other criteria as set forth in the Program Guide. Diligent may update the Products available for resale or referral from time to time. Partner will not market, promote, resell or refer any Products for which Partner has not met the applicable requirements and certifications or that have been removed from the Partner Program.

2. Opportunity Registration

- 2.1 **Registration.** Partner will register each potential opportunity for sale of the Products through Diligent's web-based partner portal, or through such other means identified by Diligent. Partner will register opportunities in good faith based on Partner's actual contacts with the potential customer and will provide Diligent with the information reasonably requested by Diligent to evaluate the opportunity. A registered opportunity will be deemed accepted and will become a prospect ("**Prospect**") if Diligent does not reject it within thirty (30) days after its registration date. Notwithstanding any registration or acceptance, Diligent will have no obligation to sell to, or enter into a Product subscription with, any Prospect.
- 2.2 **Validity Period.** Prospects will be valid for a period of six (6) months from date of registration (the "**Validity Period**"). The Validity Period may be extended upon Diligent's written approval. Prospects that do not purchase a new Product subscription within their Validity Period will be deemed rejected and will no longer be valid or eligible for discounts or referral fees, unless otherwise agreed in writing by Diligent. During the Validity Period, Partner will not refer or recommend the Prospect to any third party that is a competitor of Diligent, unless approved in writing by Diligent.
- 2.3 **Rejection.** Diligent may reject any opportunity in its sole discretion, including, but not limited to, in any of the following circumstances: (a) the opportunity registration is incomplete; (b) the entity named in the opportunity is an existing direct customer of Diligent, or is a parent, subsidiary or affiliate of an existing direct customer; (c) prior to registration, Diligent had already identified the entity named in the opportunity as a potential direct customer; (d) the opportunity conflicts with any current opportunity or customer of Diligent's direct sales team or Diligent's other partners; (e) the opportunity does not comply with Diligent's finance and order processes or policies; or (f) the entity named in the opportunity, or any key personnel at that entity, (i) is on a list of restricted or prohibited parties issued by the government of the United States or any other jurisdiction, or (ii) is located, or has activities, in a country that is subject to any United States or other country's trade embargo or that is deemed a terrorist supporting country by the United States or any other government.

3. Services

- 3.1 **Technical Support.** Diligent will provide customers with technical support for the Products through the Diligent support center in accordance with Diligent's standard terms for the Products. Partner will not provide technical support for the Products, unless otherwise agreed by the parties. Diligent may require Partners who provide technical support to be trained and certified for such purpose. Technical support does not include the provision of, or support for, consulting services, or the development or support of any non-standard configurations or applications.
- 3.2 **Consulting Services.** If Partner wishes to provide consulting services to customers for implementation of the Diligent Products, the parties will enter into a separate agreement or Schedule for this. Diligent may require Partners who provide consulting services to be trained and certified for such purpose.

4. Referral Program Terms

Section 4 applies when Partner is has Referral under Applicable Programs in the Partner Form

- 4.1 **Referral Fee.** Referrals must be registered in accordance with the opportunity registration provisions above. The referral fee will be calculated as the current applicable referral percentage set forth in the Program Guide (or such other percentage agreed by the parties in writing) multiplied by the Product subscription fees received by Diligent from the Prospect during the initial subscription term (excluding taxes, refunds, credits, invoice adjustments, or bad or doubtful debts). Unless otherwise agreed by Diligent in writing, no referral fees are payable for renewal subscriptions or for any consulting services, training or other professional services. Referral fees may be subject to a cap as set forth in the Program Guide. Referral fees will be paid to Partner within sixty (60) days after the end of the calendar quarter in which Diligent receives payment from the Prospect. If Partner fails to provide an invoice for the referral fee within ninety (90) days after receiving the report, Partner forfeits its right to the referral fee and Diligent shall have no obligation to pay the referral fee.



5. Reseller Program Terms

Sections 5 to 7 apply when Partner has Reseller under Applicable Programs in the Partner Form

- 5.1 Appointment. Subject to the terms of the Agreement, Diligent appoints Partner, and Partner accepts such appointment, as an authorized reseller of the Products with the non-exclusive, non-transferable and non-sublicensable right to market, promote and sell end-user subscriptions for the Products to customers in the Territory. Partner will not market, promote or make sales of the Products outside its assigned Territory without Diligent's prior written consent. Partner will not market and promote any Products that have been removed from the Partner Program and will only promote the most current released version of the Products, unless otherwise agreed by Diligent.
- 5.2 Products. The appointment hereunder does not grant Partner any right or license to the Products themselves. Partner will market and sell each of the Products as a standalone Product and will not combine, bundle, host or otherwise provide the Products as part of any Partner products or services, without the prior written agreement of Diligent.
- 5.3 No Further Distribution. The rights granted to Partner are specific to such Reseller(s) and do not permit any further distribution, resale, sublicensing, lease or rent of Diligent Products, whether directly or indirectly, beyond a direct sale of Diligent Products to an identified end user. Any breach of this Clause 2.3 shall be deemed a material breach of Diligent license grant and will give rise to Diligent right to immediate termination of Partner's authorization under the Partner Program.
- 5.4 Non-Exclusive. The appointment and rights granted to Partner under these Program Terms are non-exclusive. Diligent reserves the right to sell, directly or indirectly, to any customer or prospect in the Territory and to appoint other resellers in the Territory. Partner will not be entitled to any compensation in respect of sales achieved through such channels.

6. Prices and Payment

- 6.1 Prices. Partner will purchase Product subscriptions for resale to Prospects at Diligent's published list price for the Territory minus the current applicable discount set forth in the Program Guide, or such other discount agreed by the parties in writing. Unless otherwise agreed, prices will be paid in the currency used by Diligent in the Territory. Prices do not include value-added taxes, sales taxes or other applicable taxes. Partner will determine and negotiate its own prices with Prospects.
- 6.2 Payment. Partner will pay Diligent's invoice within thirty (30) days, or within such other period agreed by the parties and set forth on the invoice. Interest may be charged on overdue amounts at an amount not to exceed 1.5% per month. If any undisputed amount is more than thirty (30) days overdue, Diligent may, without limiting any other right or remedy available to it, suspend or terminate the relevant Prospect's access to the related Products until such past due amounts are paid in full. Diligent will provide at least seven (7) days prior notice to Partner that fees are overdue before any such suspension or termination, and will not exercise such right if the Prospect is disputing the fees reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.3 Method of Payment. Payments will be made by either: (a) electronic funds transfer directly to the payee's bank account; or (b) using a payment instrument (international money order or draft) drawn on a chartered bank or other similar financial institution approved in writing in advance by Diligent. Partner will pay all bank charges relating to its remittance of funds.
- 6.4 Withholding. If Partner is required to deduct or withhold taxes, or any other amounts, from any payment to Diligent, Partner will increase the payment by the amounts to be deducted or withheld so that Diligent receives the full payment it would have received had there been no deduction or withholding. Where the applicable withholding tax may be reduced or exempted under an income tax treaty or other law or regulation, Diligent will provide Partner with any tax forms that are required to permit the Partner to obtain such reduced rate or exemption. If Partner provides Diligent with an official tax certificate or other evidence that the tax has been paid to the proper governmental authority and Diligent is able to recover some or all of the deducted or withheld taxes, Diligent will credit Partner with the amount recovered by Diligent.
- 6.5 Expenses. Partner is solely responsible for: (a) all expenses incurred in performing this Agreement, including local promotion, advertising, travel, debt collection, third-party litigation, and document legalization or authentication costs; (b) foreign exchange losses when converting local currency to the currency invoiced by Diligent; and (c) subject to Section 4.4, all taxes and tariffs in the Territory, including excise, sales, withholding, use, and value-added taxes associated with the Products. If Diligent pays any such expenses or taxes, Partner will reimburse Diligent upon receipt of an invoice.
- 6.6 Referral Fees. Partner may refer opportunities to Diligent if Partner is unable or does not wish to resell the Products and will be eligible for a referral fee except as otherwise stated in an applicable Program Form.
- 6.7 Diligent Affiliates. Certain Products may be sold and invoiced by Diligent's Affiliates. Any invoice or payment issued to Partner by a Diligent Affiliate will be deemed to be issued by Diligent. Partner's payment of an invoice issued by a Diligent Affiliate will be deemed payment to Diligent. A Diligent Affiliate issuing an invoice or making a payment to Partner will be a party to these Program Terms solely for the purpose of issuing the invoice, collecting fees or making payment.



7. Order Process

- 7.1 Orders. Partner will order Product subscriptions for resale to Prospects in accordance with Diligent's standard order process using the current version of Diligent's standard order form (which may be electronic). All orders are subject to Diligent's approval and acceptance, not to be unreasonably withheld. Diligent reserves the right not to process any order which is incomplete. Upon request, Partner will provide Diligent with a copy of Partner's order form and/or invoice to the Prospect to permit Diligent to verify the order. The terms of any purchase order or other document submitted by Partner or any Prospect will not be binding on Diligent.
- 7.2 Product Delivery. Diligent is responsible for delivery of all Products to Prospects. Products will be delivered through Diligent's delivery mechanism for the type of Product subscription purchased by the Prospect. Typically, this is via access through the internet or electronic download, but is subject to change as Diligent may direct in its discretion.
- 7.3 Product Agreement. Unless otherwise agreed in writing between Diligent and the Prospect, the Products and services are governed by Diligent's standard terms posted at <https://diligent.com/governance-cloud-terms-conditions> and <https://diligent.com/product-terms>, or such other URL's as Diligent may use for this purpose. Partner will pass Diligent's standard terms through to the Prospect and will obtain the Prospect's acknowledgement and acceptance of them. This may be done by including a clear reference and link to Diligent's standard terms in Partner's ordering document to the Prospect. Partner will comply with any applicable local laws regarding notification of Diligent's standard terms as may be required to ensure the enforceability of Diligent's standard terms. Upon request, Partner will reasonably assist Diligent in enforcing Diligent's standard terms. Partner will indemnify Diligent from any claims, damages, liabilities and costs incurred by Diligent as a result of Partner's failure to comply with this Section.
- 7.4 No Authority. Partner will not negotiate, alter or modify Diligent's standard terms, and will not make any warranty or representation in relation to the Products which broadens or contradicts any warranty, representation or term contained in Diligent's standard terms. Diligent's standard terms will not be superseded or supplemented by any terms contained in Partner's or a customer's purchase order or other standard purchasing terms. Diligent will have no obligation to enter into, negotiate or accept terms other than its standard terms.
- 7.5 Renewal Subscriptions. Partner acknowledges that Product subscriptions renew automatically at the end of each subscription term. Diligent will notify Partner of upcoming renewals for Product subscriptions that Partner has sold previously. Unless otherwise agreed by the parties in writing, renewal subscriptions will be invoiced to Partner thirty (30) days in advance of the renewal date. Diligent will accept cancellation of a subscription at any time prior to the renewal date. Partner will provide evidence of such cancellation upon request.

8. Fulfillment Program Terms

- 8.1 The Reseller Program Terms (Sections 5 to 7) shall apply to Partners that have Fulfillment under Applicable Programs in the Partner Form except that the definition of Products in the Section 1.1 (Products) and Section 5.1 (Appointment) shall respectively be replaced with:
 - (a) Products. The term "**Products**" means the specific software solutions which Diligent has made available for Partner to resell to a specific customer.
 - (b) Appointment. Subject to the terms of the Agreement, Diligent appoints Partner, and Partner accepts such appointment, as an authorized reseller with the limited, non-exclusive, non-transferable and non-sublicensable right to resell the Products and related services solely for the purpose of assisting Diligent with processing the sale of such Products and services to customers in the Territory. Partner will not sell or promote the Products outside the Territory without Diligent's prior written consent.