

### **Diligent One Platform Product Terms:**

The following additional product terms apply when Client purchases access to the Diligent One Platform:

1. **Platform Infrastructure**. For clarity certain Diligent offerings may be hosted in whole or in part by third party public cloud services such as Amazon Web Services, Inc. or similar providers. Such infrastructure providers will utilize industry-standard privacy and security protections which may differ from privacy and security protections specified in the Agreement. Terms in the Agreement relating to security and data protection, including audits, certifications, and attestations of Diligent products or services, will not apply to Diligent offerings or features of Diligent products or services provided by third party public cloud services. Client acknowledges and agrees that Diligent products hosted by third party public cloud services may require Client's data to be transferred, processed and/or hosted outside the current data center region hosting its Diligent product or services. Client is responsible for determining its data retention controls for Client data in the Diligent products or services and for deleting such data. Following termination Diligent will be under no obligation to hold Client's data and will remove such data from its software-as-a-service offerings, provided however that such data may remain in backups until deleted. Third party public cloud service providers may access or use Client data in connection with providing Diligent products or services or as necessary to comply with applicable laws. 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.