

Diligent Policy Manager for Policy Service Providers, Policy Connector and Policy Essentials Product Terms:

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Diligent Policy Manager for Policy Service Providers (and any references to “**Diligent Service**” on this page shall be understood to refer only to such Diligent Service):

1. Subject to the terms of the Agreement, Diligent grants Client a limited, non-exclusive and non-transferable license to provide access to the Diligent Services identified as Policy Connector and Policy Essentials (together, the “**End User Diligent Services**”) to its customers (the “**End Users**”) for the purposes of delivery of custom policies (which shall be considered Client Data) and management of such Client Data. For the avoidance of doubt, Diligent and Diligent’s Affiliates shall have no relationship, liability or obligations to End Users, unless such End Users enter into a separate contract directly with Diligent or a Diligent Affiliate.
2. In addition to the rights to Client Data granted to Diligent in Section 5.2 of the General Terms and Conditions, Client hereby grants Diligent the right to use Client Data for the purposes of providing Diligent Services to End Users.
3. For the avoidance of doubt, Client shall remain responsible for the Client Data delivered to End Users via the Diligent Service and shall ensure that such Client Data is appropriate for its intended purpose. Diligent is not responsible for reviewing or determining the appropriateness of any such Client Data.
4. Client shall pass through the terms at <https://www.diligent.com/legal/product-terms> and <https://diligent.com/governance-cloud-terms-conditions> to their End Users and shall include a link to such terms in their End User contracts. Client shall ensure that the contracts with their End Users contain provisions that ensure: (i) Diligent is a third party beneficiary of the contract and can enforce the terms and conditions of such contract, (ii) Diligent is not liable for the data or other content supplied by Client to End User or any decision or consequence based on use of the foregoing and (iii) End User will indemnify Diligent and for any claim, suit, action or proceeding arising from the acts or omissions of such End User in connection with its use of the End User Diligent Services. End User acknowledges that, without prejudice to any other rights and remedies of Diligent: (a) End User access to the End User Diligent Services is determined by Client; and (b) data submitted by End User to the End User Diligent Services may be accessed and used by Client.
5. Client shall indemnify Diligent and its officers, directors, employees, agents and affiliates from claims which: (a) assert that Client’s products, services, data, content, technology or processes infringe the intellectual property rights of a third party; (b) arise out of any services performed or data provided by Client in connection with the Diligent Services; (c) is based on a representation, warranty or indemnity made, offered or agreed to by Client in respect of the Diligent Services; or (d) arises out of Client’s breach of applicable laws applicable to the operation of its business and the performance of its obligations of the Agreement with Diligent, and will pay actual damages and costs (including reasonable legal fees) awarded against Diligent in respect of such claims or settlement amount paid in settlement of such claim; provided that: (a) Diligent gives Client prompt notice of the claim; and (b) Diligent provides reasonable assistance to Client in defense of the claim, at Client’s expense.
6. Diligent shall have the right, on reasonable notice, to request and receive reasonable access to applicable systems, books and records of Client reflecting that Client has complied with its obligations under this Agreement.