

Data Services Product Terms:

The following additional product terms apply when Client purchases access to Data Services (as defined herein) (and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service):

1. **Definitions.** The following terms will have the meanings set out below:

"Data Services" means that portion of any Service which provides, distributes, performs, broadcasts, or otherwise makes available any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof, including, where applicable, all updates delivered thereto (but at all times excluding Client Data).

"Data Provider" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Data Services.

2. **Modifications.** Diligent reserves the right to alter or modify Data Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition, updating or withdrawal of data or content.
3. **Restrictions.** Without limiting anything else in the Agreement, Client shall not (and shall ensure that each User shall not) perform any of the following acts, except as otherwise expressly permitted by the Agreement or with the express written permission of Diligent: (i) provide access to the Data Service or any portion thereof to any person, firm or entity other than a User; or (ii) copy, reproduce, modify, distribute, create derivative works of, publicly display, publicly perform, reverse engineer, decompile, or disassemble the Data Services or any portions thereof.
4. **Data Providers.** Diligent's Data Providers are third-party beneficiaries under the Agreement and may enforce the terms and conditions of the Agreement against Client as it relates to such Data Provider, but such Data Providers will not be liable to Client for any direct or indirect damages or claims with respect to the Data Services or any matters arising under the Agreement. Except as expressly provided in this Section, the Parties confirm that it is not their intention to confer any rights on any party other than the Parties to the Agreement.
5. **Disclaimer.** THE DATA SERVICES AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CLIENT'S USE OF THE DATA SERVICES IS AT CLIENT'S OWN RISK. DILIGENT AND ANY DATA PROVIDERS ARE NOT LIABLE FOR THE DATA OR OTHER CONTENT (INCLUDING, WHERE APPLICABLE, ALL UPDATES TO THE FOREGOING) OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING. CLIENT WILL INDEMNIFY DILIGENT AND ANY DATA PROVIDERS FOR ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING FROM THE ACTS OR OMISSIONS OF CLIENT IN CONNECTION WITH ITS USE OF THE DATA SERVICES.
6. **Ownership.** For the avoidance of doubt, ownership of all Data Services belongs to Diligent or its Data Providers and nothing in the Agreement shall transfer or assign any right, title or interest in the applicable product or components of the Data Services to Client.