

DMI Product Terms

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

1. For the avoidance of doubt, DMI is a Reporting, News, and Education Service as defined under the Agreement. Client acknowledges and agrees that data entered into or otherwise submitted through DMI shall not be treated as Client Data (or similar terms) as defined under the Agreement. Diligent shall use reasonable measures to secure any such data.
2. All information, data, material and other content provided within the Diligent Service (the “Content”) is intended for Client’s internal use only. Client must not and must ensure that its Users do not share any Content with any other individual or third-party entity (including but not limited to Affiliates, employees, contractors, agents or customers of Client) except where such a recipient is a User under the Agreement. Notwithstanding the foregoing, Client may aggregate the Content to create insights (the “Permitted Insights”) and is hereby authorized to share reasonably limited amounts of the Permitted Insights with its customers as part of Client’s advisory services. All other types of external and commercial use, sharing, transmission, publication, or redistribution of the Content by the Client is prohibited and will require Diligent’s prior written consent. The Client acknowledges and agrees that Diligent or its third-party Content providers (as applicable), own all rights, title and interest in the Content, and all proprietary and intellectual rights in and to the Content, including without limitation, copyright and trade secret rights.
3. The Client understands and agrees that The Diligent Service is provided to the Client on an “as is” and “as available” basis and that any information provided through the Diligent Service is for informational purposes only and not to be construed to constitute financial advice. Diligent shall have no liability for the inaccuracy of the information contained in the Diligent Service, for delays in providing such information or for omissions therein.
4. The Client agrees to permanently delete all data obtained from the Diligent Service within 60 days of the date of any termination of the Agreement. Notwithstanding, the Client may retain copies of such data for the purpose of complying with the requirements of applicable laws and regulations, so long as such data is (i) kept confidential under the applicable provisions of the Agreement between Diligent and the Client and (ii) is used for no other purpose.
5. Where Client wishes to export data from the Diligent Service in a format that cannot be reasonably created using the functionality available in the Diligent Service, Diligent may reasonably attempt to assist the Client with this request. For the avoidance of doubt, if the Client requests data that is not available via the Diligent Service or cannot be reasonably created using functionality already available in the Diligent Service, additional fees will apply. Diligent will quote and invoice Client for such fees, which shall be payable in accordance with the Agreement.
6. When Diligent Service includes or facilitates the Client’s access to and use Snowflake Inc.’s services and platform, the terms and conditions of the Snowflake Additional Product Terms are applicable to the Client’s use and access.