

## DMI Product Terms

The following additional product terms apply when 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 Data Service as described in the applicable Data Service Product Terms and such Product Terms shall apply to the access and use of the DMI service. 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 or for academic research purposes. All other types of external and commercial use, sharing, transmission, publication, or redistribution of the Content by Client is prohibited and will require Diligent's prior written consent. 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. 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. 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, Client may retain copies of such data contained in reports and documents that have been prepared prior to the Agreement termination date or that are retained 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 Client and (ii) is used for no other purpose.
5. As part of the Data Service, Client may receive certain data from Diligent as specified by Diligent in an .xls file provided to Client or in data schema accessed via API by Client ("**Data Feed Services**"). The Data Feed Service specified in an .xls file will be delivered through a secured FTP server. The format of delivery will be in a CSV file and a password to access the FTP server will be set up and sent to Client to grant access. Client will receive, on the periodic basis, an updated data feed during the Term of the Agreement through the FTP server. For the avoidance of doubt, the foregoing is only applicable to the Data Feed Services.
6. 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 Client with this request. For the avoidance of doubt, if 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.
7. To the extent that the Diligent Service includes or facilitates 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 Client's use and access.

8. To the extent that the Diligent Service includes or facilitates Client's access to and use of Glass Lewis Equity Compensation or Pay for Performance features, such features shall be provided in accordance with the applicable terms set out in Appendix I and II attached hereto and the Glass Lewis Product Terms.
9. Client's use of features incorporated within the Diligent Service that utilize artificial intelligence shall be subject to the AI Features Product Terms.

## **Appendix I**

### **Glass Lewis Equity Compensation Model**

Equity Compensation Model, with Glass Lewis Features, (ECM provides on-demand access to Glass Lewis' model and data used to evaluate the overall favorability of current and future equity plans, including tests against 11 key criteria. Companies and investors can test, review and adjust the same individual inputs as Glass Lewis' analysts to plan compensation, engagement and voting outcomes.

#### **Features:**

- ECM assesses the proposed Equity-based Compensation plan using Glass Lewis' proprietary methodology.
- Enables an organization to view its equity plan scores against the 11 key tests used by Glass Lewis.
- Adjust individual inputs for the key financial tests.
- Summary reports are presented as a scorecard showing the outcome of the tests individually and an overall voting recommendation.
- ECM covers 4,300 U.S.-listed companies, including those that are part of the Russell 3000 Index.

## **Appendix II**

### **Glass Lewis Pay for Performance Features**

The Specifications for the Diligent Service identified above are the Specifications for the Diligent Service identified as the 'Governance and Compensation Module' with the following functionality added:

#### **Glass Lewis Peers and Snapshot**

Provides list of companies in Glass Lewis peer groups:

- Glass Lewis Industry peers.
- Glass Lewis Country peers.
- Glass Lewis Pay 4 Performance peers (North America only).

Provides relative compensation and positioning analytics for an organization in comparison with its Glass Lewis peer groups.

Includes Glass Lewis A-F pay for performance history and future modelling for North American organizations.

Includes Glass Lewis peer groups as an option in the Compensation & Governance Module P4P modeler.