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The following additional product terms apply when the Client purchases access to, or is given access on a trial basis to, any Diligent Service that includes or facilitates access to any products and services offered by Moody's Analytics, Inc. and/or its Affiliates ("Moody's") (and any references to "Diligent Service" in these terms shall be understood to refer only to such Diligent Service).

1. Client acknowledges and agrees that by signing this Agreement, Client is entering into a separate binding legal agreement with Moody's Analytics, Inc. pursuant to the terms and conditions set forth in the Moody's End User License Agreement available at <https://www.moodyys.com/web/en/us/site-assets/moodyys-erm-eula.pdf> covering the licensing of the Moody's products and services to Client ("EULA"). The Parties acknowledge and agree that Moody's is a third-party beneficiary of the Agreement and the EULA, and each grants Moody's the right to enforce the terms of the EULA directly against the Client in the event of any violation or breach of the EULA by the Client.
2. For the avoidance of doubt, Moody's Diligent ERM Connector is a Reporting, News, and Education Service as defined under the Agreement. Client acknowledges and agrees that data entered into or otherwise submitted through Moody's Diligent ERM Connector 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.
3. Client hereby authorizes Moody's to collect, compile and use any information collected in the provision and/or delivery of the Diligent Service ("Use Statistics"), for the purpose of providing the Diligent Service, developing, testing and improving Moody's and/or its Affiliates' products and services, analyzing, and reporting the effectiveness of, and any trends in, corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification, and/or for other uses as Moody's may decide.
4. Client must not use the Diligent Service: (i) in any manner for training or development of artificial intelligence technologies and/or tools, machine learning language models, and/or statistical models (collectively, the "AI Technology"); or (ii) in connection with AI Technology to generate any data or content and/or to synthesize or combine the Diligent Service or any portion thereof.
5. If the Client engages in any unauthorized use, reproduction, modification, distribution, or disclosure of any Moody's intellectual property, this shall constitute a breach of Client's obligations under Section 4.5 of the General Terms and Conditions.
6. Client must not use the Diligent Services: (i) to establish a consumer's eligibility for credit, insurance, employment, government benefits or licenses or any other transaction initiated by a consumer; (ii) to collect on an account; (iii) to determine whether a consumer continues to meet the terms of an account; or (iv) if the Diligent Service is to be used within the United States or for impacts within the United States, then for any other use that would be classified as a 'consumer report' or a 'permissible purpose' for the purposes of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.
7. Client warrants that it is not a competitor of any Moody's Affiliate. This warranty is deemed to be repeated on each day during the Term. Client expressly agrees that this warranty is an essential part of the consideration bargained for under this Agreement.
8. Client acknowledges and agrees that the warranty set out in Section 7.1 of the General Terms and Conditions does not apply to the Diligent Services under these additional product terms. Notwithstanding Section 7.1 of the General Terms and Conditions, Diligent reserves the right to alter, modify or discontinue the Diligent Service and any portions or configurations thereof from time to time to the extent that Moody's alters, modifies or discontinues the Diligent Service or any portions or configurations thereof.

9. Access to the Diligent Service is subject to termination in the event that any agreement between Diligent and Moody's terminates for any reason.

#### 10. Trials

Where Client is provided with access to the Diligent Service on a trial basis, the following additional terms and conditions apply in relation to the trial only:

- (a) For the avoidance of doubt, the Diligent Service will be a Freemium Service.
- (b) For the duration of the Term of the trial only, Moody's grants Client a limited, non-exclusive, nonsublicensable, non-transferable license to access and use the Moody's Diligent ERM Trial Report for evaluation purposes only, and only for use within the department listed below (if any). Client shall not copy and may install only a single instance of any Diligent Service consisting of a software program (in object code form only). Client shall not make any commercial use of the Diligent Service nor deploy the Diligent Service in a production environment. For the avoidance of doubt, the provision of Diligent Service to Client under this Agreement is a license rather than an actual sale or transfer of rights in the Products. All rights not expressly granted to Client are reserved by Moody's and its licensors.
- (c) All rights, including patent, copyright and trade secret and other intellectual property rights, in the Products shall remain in Moody's and its third party licensors ("Licensors"). Except as expressly permitted by applicable law, Client shall not reverse engineer or decompile the Diligent Services, compile the source code or data, or modify or enhance the Diligent Services.
- (d) NO INFORMATION SO FURNISHED MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, DISTRIBUTED, REDISTRIBUTED, SOLD, RESOLD, LEASED, RENTED, LICENSED, SUBLICENSED, ALTERED, MODIFIED, ADAPTED, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY SUBSCRIBER OR ANY OTHER PERSON OR ENTITY, WITHOUT CLIENT'S PRIOR WRITTEN CONSENT (OR THAT OF CLIENT'S LICENSORS', AS APPLICABLE).
- (e) Client shall not allow any third parties, including its customers, borrowers, consultants, independent contractors, or agents, to access or use the Diligent Service. Client shall be responsible for any unauthorized disclosure by its employees, agents or contractors.
- (f) NO WARRANTY. THE DILIGENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY. MOODY'S AND LICENSORS MAKE NO WARRANTIES REGARDING THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. MOODY'S AND LICENSORS DO NOT GUARANTEE THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY DATA OR INFORMATION DISPLAYED VIA THE DILIGENT SERVICES.
- (g) EXCLUSION OF DAMAGES. IN NO EVENT WILL MOODY'S OR LICENSORS BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR THE USE OF THE DILIGENT SERVICES, WHETHER RESULTING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR ANY OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (h) Term and Termination. The license granted herein shall terminate at the end of the Term of the trial, or upon any earlier date identified by Moody's in a notice of termination

delivered to Client. Upon such termination, Client shall immediately discontinue all use of, or reference to, the Diligent Services, and in respect of data, irrespective of the format in which such data was downloaded in, and/or converted into, if any. Client shall fully erase all Moody's products forming part of the Diligent Services (including but not limited to data, software and documentation files) from its computers and electronic and physical storage systems, including archives and off-site storage. Upon Moody's request, Client shall return any manuals and media and all Moody's software, data and documentation files.

- (i) Moody's shall be deemed a third party beneficiary of the Agreement and the provisions set forth herein.