

Diligent Compliance/Solisma Product Terms:

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

1. Notwithstanding anything contrary under the Agreement, with respect to the Diligent Service purchased under this Order Form, Client: (a) shall be solely responsible for managing its own Users and assigning User IDs to appropriate Users; and (b) shall not be charged an additional fee for transferring User IDs.
2. To ensure the ongoing and uninterrupted provision of the Diligent Service purchased under this Order Form, where the Diligent Service is provided to Client through an Authorised Reseller or Authorised Partner and they become incapacitated or otherwise unable to continue providing the Diligent Service, and the Diligent Service has not been terminated in accordance with Section 11, Diligent shall continue to provide the Diligent Service to Client in accordance with this Agreement for the remainder of the then current Initial Term or Renewal Term (as applicable), following which subsequent Renewal Terms may be transacted directly with Diligent or an alternative Authorised Reseller or Authorised Partner as Diligent may delegate.
3. For the purposes of these Additional Terms, “Authorised Reseller” and “Authorised Partner” shall mean a reseller or partner that has been authorised by Diligent to provide access to the Diligent Service to Client.