

iCompass Additional Terms:

The following additional product terms apply when the Client purchases access to the Diligent Service identified as iCompass (and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service)

1. The definition of "Users", for purposes of the Diligent Service order under this Order Form, shall extend to any end users for whom the Client elects to provide access to the Diligent Service, which may include members of the public to whom the Client may make available the Client Data ("Public Users"). There is no limit to the number of Users Client may have under this Order Form. For the avoidance of doubt, Public Users may or may not receive User IDs. Client is responsible and liable for use of the Diligent Service by its Users and all consequences of such use (including any and all consequences and liabilities resulting from Users making Client Data publicly accessible through the Diligent Service). For the avoidance of doubt, Diligent does not have obligations of confidentiality with respect to Client Data that has been made publicly available.
2. Client shall be solely responsible for: (a) internal management of its instance of the Diligent Service; (b) responding to third party requests for records relating to Client Data or any User's use of the Diligent Service; and (c) notifying Diligent if it becomes aware of any unauthorized use of the Diligent Service.
3. To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or Order Form document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or Order Form document.
4. Client will obtain from Users, and any data subjects of Client Data, any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Diligent to provide the Diligent Service.
5. Client may specify Users as "Administrators." Administrators have the ability to monitor, restrict, or terminate access to the Diligent Service. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Diligent Service complies with this Agreement.
6. During the Term, Diligent reserves the right to switch Client from the Diligent Service to a substantially similar product upon providing Client prior notice. For the avoidance of doubt, if Diligent exercises this right, the terms and conditions of this Agreement shall continue to apply.