



COMPLIANCE AND ETHICS TRAINING ADDITIONAL PRODUCT TERMS

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Compliance & Ethics Training, and any references to "Diligent Service" on this page shall be understood to refer only to such Diligent Service. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions. For the avoidance of doubt, Compliance & Ethics Training constitutes Content Services as defined in the Agreement. To the extent that there is a conflict between these Product Terms and the General Terms and Conditions, these terms shall control.

1. DEFINITIONS

Compliance & Ethics Training means conventional and micro-learning compliance training and communications content.

Recipients or Audience means the maximum number of individuals that may be furnished access to Compliance Training content.

Users means individuals who are authorized by Client to download and distribute the content provided under the Compliance & Ethics Training and who have been supplied user credentials and passwords.

2. DILIGENT RESPONSIBILITIES

During each year of the Term, Diligent will: (a) provide Client with access to use, and subject to the Agreement and these Additional Terms, modify the content described in Order Form(s); and (b) make any updates to the content or languages available to Client at no additional cost when and to the extent Diligent makes any such updates generally available to Diligent's other clients.

3. CLIENT RESPONSIBILITIES

Client will use the Compliance and Ethics Training and content only for its internal business purposes related to compliance training and communication and will be responsible for Users' compliance with this Agreement, including limiting access to the Recipients set forth in the Order Form.

4. PROPRIETARY RIGHTS AND LICENSES

During the Term of the Agreement, Client may modify, adapt, amend, incorporate, merge and alter Compliance and Ethics Training content (1) with and into Client's own materials for its own internal business purposes and (2) into Client's own internal network or systems for access and use. Unless Diligent shall agree in advance in writing, Client and Users shall not use the Compliance and Ethics Training for any purpose other than those purposes specifically set forth herein.

5. TERM AND TERMINATION

At the time of termination or expiration, Client shall cease access and use of the Compliance and Ethics Training, remove Compliance and Ethics Training from Client's own materials, cease distributing Compliance and Ethics Training content, and destroy and delete any passwords. At Diligent's request, Client shall provide a written certification signed by a senior officer of Client confirming the actions taken to cease access and use of the Compliance and Ethics Training.