

AI Features Product Terms:

The following additional product terms apply when Client purchases access to AI Features (as defined herein) (and any references to “Diligent Service” on this page shall be understood to refer only to such Diligent Service):

1. **Definitions.** The following terms have the meaning set out below:

“**AI Features**” are any Diligent Services which utilize artificial intelligence algorithms and technologies.

2. **Ownership.** Client retains all ownership of Client Data that is processed by AI Features. To the extent permitted by law, and excluding any Diligent or third party intellectual property, Client owns outputs generated from AI Features. Notwithstanding the foregoing, Client agrees that Diligent may use outputs from AI Features for its own product development and service improvement purposes. Outputs generated by AI Features will be identified as such. Client Data will not be used for artificial intelligence model training except as otherwise authorized by Client.
3. **AI Limitations.** Client acknowledges and agrees that (i) outputs from AI Features are not intended to be, and cannot be, relied upon without independent verification; (ii) it is not Diligent nor any AI model provider’s responsibility to validate and instruct Client’s users to validate outputs from AI Features; and (iii) it is Client’s responsibility to ensure that all Users receiving outputs from AI Features understand such limitations.
4. **Disclaimer.** THE AI FEATURES AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND CLIENT’S USE OF THE AI FEATURES ARE AT CLIENT’S OWN RISK. DILIGENT AND ANY AI MODEL PROVIDERS ARE NOT LIABLE FOR THE OUTPUTS GENERATED BY AI FEATURES OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING. CLIENT WILL INDEMNIFY DILIGENT AND ANY AI MODEL PROVIDERS FOR ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING FROM THE ACTS OR OMISSIONS OF CLIENT IN CONNECTION WITH ITS USE OF THE AI FEATURES.
5. **Compliance with Applicable Laws.** Client will comply with all applicable laws in connection with its use of any AI Feature, including, as applicable, providing notice of and securing any necessary consents from data subjects.
6. **Third Party AI Model Providers.** The AI Features may incorporate AI models made available by third-party AI model providers. For the avoidance of doubt Diligent does not control AI models made available by third parties, and features and functionalities of the AI Features may change without notice to Diligent or Client in the event such models are changed or no longer made available.