

### **Education Services Product Terms:**

The following additional product terms apply when Client purchases access to Education Services (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:

**"Education Services"** means that portion of any Service which provides, distributes, performs, broadcasts, or otherwise makes available any educational resources, including eLearning courses, certifications, templates and videos.

2. **Modifications.** Diligent reserves the right to alter or modify Education Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition, updating or withdrawal of data or content.
3. **Disclaimer.** THE EDUCATION SERVICES AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CLIENT'S USE OF THE EDUCATION SERVICES IS AT CLIENT'S OWN RISK. DILIGENT AND ANY EDUCATION SERVICE PROVIDERS ARE NOT LIABLE FOR THE DATA OR OTHER CONTENT (INCLUDING, WHERE APPLICABLE, ALL UPDATES TO THE FOREGOING) OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING.
4. **Ownership.** For the avoidance of doubt, ownership of all Education Services belongs to Diligent or its providers and nothing in the Agreement shall transfer or assign any right, title or interest in the Education Services to Client.
5. When Client purchases access to a Diligent Certification Program Education Service, the terms in the attached Certification Program Exhibit shall apply.

## **Diligent Certification Program Exhibit**

The following additional Product Terms apply when the Client purchases access to a Diligent Certification Program Education Service.

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

**"Candidate"** means any Client Users designated by Client to participate in the Program for at least 1 year, where Client has elected to purchase a subscription to participate in the Program for each such Client User.

**"Diligent Academy"** means an online training resource with courses, video tutorials, and certification programs.

**"Diligent Certification"** means completing the requisite Program, and meeting and maintaining compliance with all certification or recertification requirements, to use the corresponding Credential.

**"Diligent Certification Credential" or "Credential"** means the full or abbreviated title of a specific Diligent Certification that is used to signify an individual's completion of a specific Diligent Certification Program.

**"Diligent Certification Program" or "Program"** means any certification program issued by Diligent and offered in connection with these terms. It includes, but is not limited to, all related courses, events, quizzes, interviews, case studies.

### **2. Diligent Certification.**

*Designating Users for Certification:* Client may designate the number of Users identified in an Order Form to be eligible to participate in the Diligent Certification Program. Once designated, Users cannot be changed by the Client for at least one year.

*To Obtain and Maintain a Diligent Certification:* To obtain and maintain a Diligent Certification Credential, each Candidate must (a) complete all the requirements of the Program and satisfy all certification and recertification (if applicable) requirements for the applicable Diligent Certification; and (b) accept and comply with the Agreement, all Program requirements, and all other additional requirements for the applicable Diligent Certification Credential.

*Changes to Diligent Certification Requirements:* Diligent may, at its sole discretion, change the Diligent Certification requirements (both initial and continuing) at any time by posting such changes on Diligent Academy or the applicable registration page. You will be allowed three (3) full calendar months from the date Diligent posts the changes to comply with any additional requirements. Your right to use a particular Credential may terminate if you fail to comply with any additional certification or recertification requirements for a particular Credential.

*Good Conduct:* In certain circumstances, Candidates may participate in events or environments where they engage with each other, instructors, or other third parties such as guest speakers. In

such an event, Candidates are at all times required to act in a collegial and respectful manner. Candidates are expected to act at all times with integrity and honesty (and must not engage in plagiarism or cheating with respect to any examination or testing). Offensive conduct or conduct that violates these terms or any relevant codes of conduct circulated with regard to these events may result in termination of participation in the Program and/or removal of any Certification from a Candidate.

**3. Confidentiality.**

Subject to Section 5, and as between the Parties, the Program, all related content, and any information provided to Candidates by Diligent is Diligent's Confidential Information.

**4. Program Benefits.**

*Program Benefits Provided by Third-Parties:* Some Program benefits may be provided by third-parties. You understand and agree that such third-parties are responsible for such benefits. Diligent is not responsible for any Program benefit provided by a third-party and Diligent does not sponsor or endorse the third-party vendors or its services or products.

**5. Additional Terms.**

Candidates will make use of Diligent Academy to view content associated with the Diligent Certification. Use of Diligent Academy is subject to the terms available at <https://www.diligent.com/terms-of-use/>. Certain other Program benefits may also have additional terms, conditions, and licenses. Candidates must accept and comply with any additional terms associated with a Program benefit before they can use that benefit. Candidates may not use a Program benefit if they do not comply with any applicable additional terms, conditions, and licenses.

**6. Use of Certification Credentials.**

*Grant of Rights:* Subject to, and expressly conditioned upon, (a) Client's and Candidates' acceptance and compliance with the terms and conditions of this Agreement, (b) Candidates' successful completion of all current requirements for the Diligent Certification, and (c) Candidates' continued compliance with all current and applicable certification and recertification requirements, Diligent hereby grants to Candidate (x) the revocable right to use the Credential(s) for which Candidate has obtained Diligent Certification and (y) to publicly identify that Candidate has obtained such Credential(s).

*Restrictions:* Client and Candidates may not use, or reproduce, the Credential in any manner whatsoever other than as described in this Agreement or in any applicable artwork provided by Diligent. Client and Candidates will use the Credentials in a manner that does not derogate from the rights of Diligent in the Credentials and will take no action that may interfere with or diminish the rights of Diligent in the Credentials or damage Diligent's reputation or goodwill in the Credentials. Client and Candidates will not use the Credentials in a way that may cause confusion about whether any products or services Client or Candidates offer are Diligent products or services.

*Ownership:* Diligent reserves all rights not expressly granted herein. The Client and each Candidate acknowledges Diligent's sole ownership of the Credentials, and any associated goodwill, and that Diligent retains all right, title, and interest in and to the Program, the Credentials. Diligent is the sole beneficiary of the goodwill associated with your use of the Credentials.

## 7. **Privacy.**

*Personal Information:* Client and Candidates acknowledge and agree that Diligent collects certain information about them to run the Program and any Diligent Credentials earned. Further, Program activities may be tracked and associated with Client or Candidate personal information. See the **Diligent Privacy Policy** [here](#) for more information on how Diligent may collect and use personal information.

*Use of Personal Information:* Client agrees that Diligent may occasionally contact its representatives and any Candidates to invite them to participate in surveys and research. Any personal information may be handled outside of the jurisdiction in which personal information originates. The Program may allow Candidates to interact with Diligent, the presenters, or other attendees by video, audio, text, or other means of messaging ("Interactions"), which may involve use of Candidate personal information. Candidates are solely responsible for any interactions and their accuracy. Diligent takes no responsibility and assume no liability for any interactions by Candidates or any third party.

*Disclosure of Personal Information:* You grant Diligent the right to share your name, contact information (including email address), employer's logo and company name, the Credentials you have earned and your status in the Program (i) with other Diligent programs to verify your and your employer's compliance with other Diligent program requirements, (ii) with Diligent Affiliates and with any third-parties that assist in delivering the Program or issuing, maintaining, or accessing the Credentials; and (iii) for post Program follow up and marketing purposes.

## 8. **Your Responsibilities.**

*Business Practices:* Client and Candidates agree that they will (i) refrain from conduct that could harm the reputation of Diligent; (ii) avoid deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees on behalf of Diligent; (iv) comply with all applicable U.S. export regulations and other applicable governmental laws and regulations; and (v) comply with copyright and other intellectual property and proprietary rights protections.

Client and Candidates may not advertise, promote, imply, or suggest in any manner that they are employed by, affiliated with, endorsed, or sponsored by Diligent, except to state that any Candidates have successfully completed all requirements for the particular Credential(s) they have earned.

## 9. **Changes.**

Diligent expressly reserves the right to (a) change the Program or any aspect of it at any time, including the right to retire Credentials, change certification requirements, and change Program requirements and benefits, and (b) discontinue the Program on 60 days' notice. Diligent will post changes on Diligent Academy or the applicable registration page. You are responsible for checking Diligent Academy and/or the applicable registration page regularly for any such changes. Changes do not apply retroactively.

#### 10. **Indemnification.**

Client agrees to defend, indemnify, and hold Diligent and its Affiliates harmless from and against any and all third-party claims, demands, costs, liabilities, judgments, losses, expenses, and damages ("**Claim**") (including attorneys' costs and fees) arising out of, in connection with, or related to (a) its or its Candidates' participation in the Program; (b) its or its Candidates' use of any Credential in a manner which is in any way inconsistent with the terms of this Agreement; (c) the performance, promotion, sale, or distribution of its or its Candidates' services; or (d) the termination of this Agreement by Diligent pursuant to the terms of this Agreement. In the event Diligent seeks indemnification from Client under this provision, Diligent will promptly notify Client in writing of the Claim(s) brought against Diligent for which it seeks indemnification and, at Diligent's discretion, permit Client to answer and defend such Claim. Client may not settle any Claim on Diligent's behalf without first obtaining Diligent's written permission, which will not be unreasonably withheld, and you will not publicize the settlement without Diligent's prior written permission. Diligent reserves the right, at its option, to participate in any defense of such Claim with legal counsel of its choice at its own cost.

#### 11. **Termination.**

*Automatic Termination:* If Diligent believes that a Candidate has violated the General Terms or the Program Terms or acted in a manner that could diminish or compromise the security or integrity of the Program in any way, Diligent reserves the right to decertify the Candidate and/or terminate the Candidate's participation in the Program.

*Effects of Termination:* Upon expiration or termination of the Agreement, all rights granted to Client and any Candidates under the Program shall immediately terminate, except that Client and any Candidate may continue to reference any Credential that the relevant Candidate maintains for so long as the Candidate remains certified under the Program. Following such termination or expiration of any Credential, Client and all Candidates will immediately: cease all activity relating to the Program; stop identifying as participants in the Program; cease all use of any Credential, and Program benefit; and destroy any associated materials that they have received as part of the Program.

*Survival:* Upon expiration or termination of the Agreement, the obligations which by their nature are intended to survive expiration or termination of the Agreement shall survive. You agree that Diligent and its Affiliates and subsidiaries will not be liable to you or any third-party for costs or damages of any sort resulting from (a) the termination of this Agreement in accordance with its terms, and (b) your suspension from or cancellation of the Program.

*No Exclusivity:* Candidate participation in this Program is voluntary. Nothing in this Agreement restricts Client or any Candidate from supporting, promoting, distributing, or using non-Diligent technology.