

DILIGENT GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “**Terms and Conditions**”) govern all Client use of all Diligent products and services.

These Terms and Conditions are entered into by Diligent and Client as of the date the Client purchases, or otherwise accesses or uses, any Diligent products or services.

1. **Definitions.** The following terms, as used within these Terms and Conditions, will have the meanings set out below:

“**Affiliate**” means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. “Control” means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

“**Agreement**” means these Terms and Conditions, together with the applicable Product Terms and Order Form.

“**Client**” means the entity or organization who purchases access to, or otherwise accesses or uses, any Diligent Services, Software and/or Professional Services pursuant to each Order Form and includes the Ordering Activity under GSA Schedule contracts as identified in an Order Form.

“**Client Data**” means the information successfully uploaded, entered, created and stored by Client within any Diligent Service.

“**Content Service**” means that portion of any Diligent Service which provides, distributes, performs, broadcasts, or otherwise makes available any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof, including, where applicable, all Updates delivered thereto (but at all times excluding Client Data).

“**Deliverables**” has the meaning set out in Section 13.

“**Diligent**” has the meaning set out in the Order Form.

“**Diligent Service**” means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Documentation. For clarity, Diligent Service includes Content Services.

“**Documentation**” means the training materials, specifications, and technical information regarding any Diligent Service and Software provided by Diligent to Client and its Users, and all other information and User instructions regarding the capabilities, operation, installation and access to the Software and Diligent Service, as may be updated by Diligent from time to time. For the avoidance of doubt, Documentation may be made available by electronic means.

“**Effective Date**” has the meaning set out in the Order Form or, if no Effective Date is specified, the date the Client purchases access to, or otherwise accesses or uses, any Diligent products or

services.

“Freemium Service” means a product, service or functionality provided by Diligent that may be made available to Client to use, at Client’s option and at no additional charge, which is designated as beta, limited release, early access, “freemium,” free access, or by a similar description.

“Order” or **“Order Form”** means the Government purchase order accepted by Diligent or ordering document issued by Diligent, its Affiliates or one of their authorized resellers for the purchase by Client of access to any Diligent Services, Software, and/or Professional Services, which identifies the applicability of these Terms and Conditions to such access. “Order” or “Order Form” includes any Statement of Work agreed by both Parties. An Order Form may for the avoidance of doubt be issued electronically.

“Party” and/or **“Parties”** means Diligent and Client (as defined herein).

“Product Terms” means any specific terms and conditions applicable to specific Diligent Service(s), Software, and/or Professional Services ordered by the Client.

“Professional Services” means those specific consulting services (if any) agreed to in an Order Form to be delivered by Diligent in connection with a Diligent Service (including any services identified as professional services, consulting services, managed services, or implementation services in an Order Form), but excluding support services.

“Professional Services Term” means the term during which Professional Services shall be performed, being either (a) as specifically identified in the applicable Order Form where Professional Services are ordered; or (b) if no term is identified within such Order Form, then from the Effective Date of such Order Form until completion of the Professional Services identified therein.

“Software” means any proprietary downloadable software applications and products developed by Diligent and provided to Client (and its Users) for installation and use by Client (and its Users) on a personal computer, tablet or other device, including any Updates thereto provided by Diligent during the Term.

“Statement of Work” or **“SOW”** means an Order Form solely for Professional Services to be provided in connection with a Diligent Service or Software (such Diligent Service purchased under a separate Order Form).

“Subscription Fees” means the fees for the right to access and use a Diligent Service, Software or, where applicable, Professional Services as set out in the applicable Order Form in accordance with the GSA Schedule Pricelist.

“Term” has the meaning set out in Section 3.

“Third-Party Provider” means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Content Services.

“Updates” means corrections, bug fixes, patches, modifications, updates and enhancements that Diligent, in its sole discretion, makes generally available to its customer base.

“User” means an individual identified by Client as authorized to access a Diligent Service in

accordance with the applicable Order Form.

“**User ID**” means a unique alphanumeric identifier assigned to a User so that the User can access the Diligent Service, Software and use the corresponding authorized features of a Diligent Service.

2. **Provision of Product and Services.** During the Term, Diligent will make the Diligent Services specified in the Order Form available to the Client and its Affiliates (subject to any restrictions in the Agreement, including number of Users and, with respect to Affiliates, Section 4.3). Client will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under the Agreement.

3. **Term.** The Term of this Agreement begins on the applicable Effective Date and will continue for the period identified as the “Initial Term” in the Order Form (“**Initial Term**”). If no specific Initial Term period is stated in the Order Form, the Initial Term shall be one year. Client may renew this Agreement for additional terms (each, a “**Renewal Term**”) by executing a renewal Order Form or issuing a purchase order for the renewal. Diligent will have no liability for any interruption or termination of Client’s access to the Diligent Services as a result of Client’s failure to renew.. Collectively each Initial Term and each Renewal Term (if any) constitute a “**Term**” in respect of the applicable Order Form.

4. **Access Right; Restrictions.**

- 4.1. **Access Rights.** During the Term and conditioned upon Client’s compliance with all the terms of the Agreement, Diligent grants to Client, a limited, non-exclusive, non-transferable, and non-sublicensable right to allow Users to, in accordance with the Agreement, access and use the applicable Diligent Services set out in the relevant Order Form solely for Client’s internal business purposes. As part of the implementation of certain Diligent Services, Client may be required to identify in writing the Users, who will be assigned User IDs. For the avoidance of doubt, if applicable pursuant to the relevant Order Form, any Content Services described thereunder shall be Diligent Services and subject to the restrictions set forth herein. Certain Diligent Services and Software may be accessed and delivered electronically through a secure area of the applicable Diligent website and are deemed delivered when they are made available for access or download by Client, as applicable.

- 4.2. **Software.** During the Term and conditioned upon Client’s compliance with all the terms of the Agreement, Diligent grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the applicable Software in accordance with the Documentation for such Software.

- 4.3. **Affiliates.** To the extent that Client is purchasing access on behalf of its Affiliates, Client irrevocably and unconditionally guarantees the compliance of each Client Affiliate with the Agreement and will be jointly and severally liable with each Client Affiliate for breach of the Agreement. All remedies available to Diligent will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent’s rights and remedies against such Client Affiliates. Client’s Affiliates may enter into an agreement with Diligent on the same terms as Client under this Agreement by entering into an Order Form referencing the agreed terms between Client and Diligent. Any such Order Form shall be its own separate agreement between Diligent and the Client Affiliate, running on its own term, and the termination of this Agreement shall not terminate such separate agreement (or vice versa). For the avoidance of doubt, where the Client Affiliate is based outside the Client’s country, a Diligent Affiliate (where applicable) may enter into such Order Form in lieu of Diligent, and pricing may be converted to a local currency where such local

currency is supported by the Diligent Affiliate.

- 4.4. Reservation of Rights. Except for the limited rights set forth in Section 4.1 and 4.2 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any Software or Diligent Services. Diligent reserves title, ownership, and all other rights to all Software and Diligent Services. Client and Users will not remove, obscure, or alter Diligent's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Diligent Services, Software, or Documentation. For the avoidance of doubt, ownership of all Content Services (including any products or components contained therein) belongs to Diligent or its Third-Party Providers and nothing in this Agreement shall transfer or assign any right, title or interest in the applicable product or components of the Content Services to the Client.
- 4.5. Restrictions. Client must not, and represents and warrants it will not, use the Diligent Services in any manner that is not described in the Documentation or in any manner that is prohibited by the Agreement. Client is responsible for all access and use of the Diligent Services and Software by its Users and any person that gains access through Client or any of its Users or User IDs.
- 4.6. Restrictions on Use. Client must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the Diligent Services or Software or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) upload any Client Data or any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property or privacy rights of any third party in connection with use of the Diligent Services, Software or Documentation (including by uploading Client Data to the Diligent Services); (iv) interfere with or disrupt Diligent's software, the Diligent systems used to host the Diligent Services, other equipment or networks connected to the Diligent Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Diligent Services made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the Diligent Services or Software or utilize the Diligent Services for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) provide publicly, or make publicly available, any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Diligent Services, or any part thereof; (vii) circumvent the User authentication or security of the Diligent Services or any host, network, or account related thereto; (viii) perform any penetration testing on or with respect to the Diligent Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Diligent Services (unless specifically authorized by Diligent in writing); (ix) mirror the Diligent Services on any server; (x) make any use of the Diligent Services that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (xi) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Diligent Services; (xii) allow any non-Users to use any User IDs, code(s), password(s), or other mechanisms issued to, or selected by, Client or Users for access to the Diligent Services; (xiii) use the Diligent Service, in whole or in part, in any manner that competes with Diligent or its Affiliates, including, but not limited to, any distribution of a Diligent Service, related data or derivative works based thereon; (xiv) create a database in any form whatsoever from the Diligent Service; (xv) associate the Diligent Service or its content to another website by employing any technology, including, but not limited to, hyper linking and framing; (xvi) use automated systems, software or processes to extract or compile data from the Diligent Service ("data scraping"); or

(xvii) use the Diligent Service as part of Client's intranet or other internal network.

- 4.7. User IDs. Rights of any User to utilize any Diligent Services cannot be shared or used by more than one individual. Client must not and will ensure that Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Diligent Service or Software. Client is restricted to the number of Users for which it has purchased subscriptions. Virtualization technology may not be used to circumvent the restrictions in this Agreement. Client may on a permanent basis transfer a User's access right purchased by Client to another User without incurring additional Subscription Fee charges (but subject to payment of an installation fee, if applicable), as long as the number of Users does not exceed the number of Users purchased, and the original User is no longer a User and is not permitted access to the Diligent Service. If Client exceeds, or wishes to increase, the number of Users, additional fees will apply.
- 4.8. Feedback. Client is not required to provide Diligent any feedback, comments or suggestions about the Diligent Service or any of Diligent's technologies, products, or services ("Feedback"). However, if Client provides Feedback, Client agrees that even if it is designated confidential, the Feedback is not confidential and Diligent is free to use, disclose, reproduce, license or otherwise distribute the Feedback without any obligations or restrictions of any kind, including intellectual property rights. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

5. Client Data and Client Materials.

- 5.1. Client reserves all title and ownership of the Client Data. Diligent will take reasonable security measures with respect to the storage and transmission of Client Data. Upon Client's reasonable request, Diligent will provide Client with Diligent's then-current security Documentation made generally available to customers of the relevant Diligent Service. Diligent shall promptly and without undue delay notify Client after confirming any actual or reasonably suspected information security breaches affecting the security of the Client Data.
- 5.2. Client hereby grants Diligent the right to use the Client Data for the purposes of providing the Diligent Services pursuant to the Agreement. If Client furnishes to Diligent any content, materials or other intellectual property (including graphics, logos, trademarks, etc.) other than Client Data (collectively "Client Materials") Diligent may use the Client Materials in connection with the provision of the Diligent Services and Professional Services under the Agreement. In addition to the foregoing, Diligent may (i) collect anonymized, de-identified information relating to use of the Diligent Services (including usage data) in order to improve Diligent's products and services and for other reasonable internal uses and (ii) aggregate such anonymized, de-identified information with anonymous, de-identified information of its other clients for purposes of creating and distributing case studies or industry reports as part of its products and services, provided that, in each case: (x) the information does not, and could not reasonably be used to, relate back to or identify Client; and (y) Diligent does not sell, resell or make other commercial use of such information (other than on an aggregated basis under the foregoing (ii)). Diligent may also collect data related to Client and its Users for the purpose of notifying Client and its Users of product upgrades or other necessary notifications.
- 5.3. Client determines what Client Data it uses in connection with the applicable Diligent Service and retains full control over the access to and use of its Client Data. Diligent will not access Client Data, except as instructed or authorized by Client, where necessary to prevent or address service or technical problems affecting Client, or as required by applicable law, regulation or court order.

- 5.4. Client agrees that Diligent and its affiliated companies may reference Client as a Diligent customer (including using Client's name) to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, including on Diligent's and its affiliated companies' website. Diligent will (a) comply with Client's reasonable instructions that are provided to Diligent related to such use of name and (b) promptly cease such reference upon Client's request (such requests may be directed to marketing@diligent.com).
- 5.5. Client is responsible for providing sufficient bandwidth and network connectivity to ensure all Users can access and use the Diligent Service. The technical requirements set forth in the Documentation are subject to change upon notice. Client is responsible for ensuring its firewalls permit access to the Diligent-owned URLs/IP Addresses. To ensure Client receives optimal performance, Client should use the Diligent Service on a hardware and software system that matches or exceeds the highest specifications recommended by Diligent in the Documentation. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware. Client is responsible for taking reasonable security precautions, including, without limitation, determining the security configurations of its systems (e.g. password construction rules and expiration intervals). Client is responsible for setting up and ensuring the confidentiality of User accounts and passwords assigned to them for use with the Diligent Service. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the Diligent Service or Software, of which it becomes aware, including without limitation compromised User accounts. Client is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for its needs. Client is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the Diligent Service.
- 5.6. Each Party will comply, to the extent applicable, with data protection and data privacy laws in performing their obligations under this Agreement. Diligent's Data Protection Addendum is [attached](#) to this Agreement as Exhibit A, and the terms of such Data Protection Addendum as of the Effective Date are hereby attached hereto and incorporated into this Agreement by reference. Client may separately elect to execute such Data Protection Addendum provided that Client returns a copy of such executed Data Protection Addendum to Diligent at privacy@diligent.com.

6. Pricing and Payment.

- 6.1. Fees. In consideration for the provision of the applicable Diligent Services and Professional Services, as applicable, Client will pay the amounts set forth in the Order Form in accordance with the terms set forth in this Section. All Subscription Fees for the Diligent Service are to be paid annually at the beginning of the subscription term. Any reduction in the quantity of any purchase made in an Order Form must be agreed in writing by the Parties at least thirty (30) days in advance of the commencement of the next Renewal Term, and any such reduction shall take effect as of the commencement of the next Renewal Term. If there is no written agreement to reduce the quantity of any purchase in an Order Form by such time, the renewal will be for the same quantity as the preceding Initial or Renewal Terms, as applicable. Diligent will issue an invoice to Client for the Initial Term's Subscription Fee for the first year and any other fees on or about the date the Order Form is executed. For each year of the Term thereafter, Diligent will invoice Client for Subscription Fees approximately thirty (30) days prior to the anniversary of the applicable Effective Date. Client will pay all invoices within thirty (30) days of the date of invoice. Any fees for Professional Services will be paid monthly on a time and materials basis. Client will pay all invoices for Professional Services on the later of the 30th day after the designated billing office

receives a proper invoice from the or the 30th day after Ordering Activity's acceptance of supplies delivered or services performed. For any amount not paid when due, Diligent may charge interest at a rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315 and seek payment in accordance with the Contract Disputes Act procedures. Client will be responsible for all reasonable, pre-approved travel, accommodation and meal expenses incurred in connection with any on-site training, services or instruction in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable. Client shall only be liable for such expenses as approved by Client and funded under the applicable Order Form. All amounts payable to Diligent hereunder are payable in full in United States dollars (unless otherwise indicated in the Order Form).

6.2. Taxes. Diligent shall state separately on invoices any taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

7. Warranties and Disclaimers.

7.1. Software and Services. During the Term, Diligent represents and warrants that the applicable Diligent Service and Software will materially conform to the applicable Documentation. The warranty will not apply: (i) if the applicable Diligent Service or Software is not used in accordance with this Documentation; or (ii) if the defect is caused by Client Data, Client Materials or any third party services, content, products or modification or customization to such Diligent Service or Software.

7.2. Remedy for Breach of Warranty. If notified in writing of a valid warranty claim under Section 7.1, Diligent will, at its option, (i) correct the non-conforming Diligent Service or Software so that it materially complies with the Documentation; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid Subscription Fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that Client provided written notice of the warranty claim under Section 7.1. This Section states Diligent's entire liability and Client's sole and exclusive remedy for breach of warranty under Section 7.1.

7.3. Viruses. Diligent will take reasonable precautions to protect against any person acting by, under or through Diligent from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Software provided hereunder.

7.4. Disclaimer.

A EXCEPT AS SPECIFICALLY PROVIDED IN The Agreement AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Diligent DISCLAIMS ALL WARRANTIES, representations, CONDITIONS and all other terms WHETHER EXPRESS, IMPLIED OR STATUTORY.

b THE WARRANTIES, representations, CONDITIONS and all other terms DISCLAIMED IN SECTION 7.4(a) SHALL INCLUDE (without limitation) ANY WARRANTIES, representations, CONDITIONS and other terms OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

C Diligent MAKES NO WARRANTY, undertaking, representation, CONDITION OR OTHER agreement THAT THE DILIGENT SERVICE, PROFESSIONAL SERVICES, SOFTWARE, OR

ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE.

8. **Indemnification.** Diligent will indemnify Client against any bona fide third party claim that the grant of a right to, or the access and use by, Client and its Users of the Software or any Diligent Service (or any Deliverables if applicable) in accordance with the Agreement infringes a validly existing United States trademark, copyright, patent, or other proprietary right, and pay any final judgment awarded or Diligent-negotiated settlement. Diligent's obligations under this Section are conditioned upon Client providing Diligent (i) prompt written notice of any claim; (ii) control over the defense and settlement of the claim; and (iii) such cooperation as Diligent may reasonably request with respect to the defense or settlement of such claim at Diligent's expense. Diligent will defend any claim under this Section with counsel of its own choosing and settle such claim as Diligent deems appropriate, provided that this does not require an admission of guilt or liability by Client. Client may participate in such defense with counsel of its own choosing and at its own cost and expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. In the event Client exercises this right to defend, Diligent will have no further obligations under this Section. If, in Diligent's sole opinion, an infringement claim may have validity, then Diligent may modify the Software, Deliverables or Diligent Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Diligent determines in its sole opinion that none of these alternatives are reasonably available, then Diligent may terminate the Agreement, Client will discontinue using the allegedly infringing Software, Deliverables, or Diligent Service and Diligent will issue Client a pro-rata refund of any prepaid Subscription Fee for such Software, Deliverables or Diligent Service based on the number of months remaining in the then-current Initial Term or Renewal Term. Diligent has no obligation under this Section for any third-party claim arising from: (i) Client Data or Diligent's compliance with Client's or its representatives' designs, specifications, instructions, or technical information; (ii) modifications to the Software, Deliverables or Diligent Service not made by Diligent; (iii) Client's use of the Software, Deliverables or Diligent Service that is non-compliant with the Documentation; (iv) use of the Software, Deliverables or Diligent Service in any manner that is not authorized or is not permitted by the Agreement; (v) Client use or combination of the Software, Deliverables or any Diligent Service with any other software, hardware, or services that are not provided by Diligent; or (vi) Client's failure to implement changes recommended by Diligent if the infringement would have been avoided by the implementation of the change. This Section states Diligent's entire liability and Client's sole and exclusive remedy for claims of infringement.

9. **Disclaimer of Certain Damages.**

9.1. subject to section 10.4: IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR:

(i) ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES; or

(ii) loss of profits, business, goodwill, anticipated savings, or use; property damage; or business interruption, in each case arising out of or in any way related to the agreement, any diligent service, professional services, or software (whether caused by breach of contract or tort or breach of statutory duty or arising in any other way).

9.2. subject to section 10.4, THE FOREGOING DISCLAIMERs WILL APPLY EVEN IF: (i) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES; (ii) THE

LIMITED REMEDIES SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, AND (iii) REGARDLESS OF IF THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

10. Limitations on Liability.

- 10.1. SUBJECT TO SECTION 10.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES (TO THE EXTENT NOT DISCLAIMED UNDER SECTION 9) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER CAUSED BY BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY)) EXCEED 125% OF THE TOTAL FEES PAID OR PAYABLE TO Diligent FROM CLIENT UNDER THE AGREEMENT during the relevant subscription term.
- 10.2. SUBJECT TO SECTION 10.4, The existence of multiple claims under or related to THE AGREEMENT OR ANY ORDER FORMS INCLUDING CLAIMS BY AFFILIATES OF CLIENT, THE DILIGENT SERVICE, PROFESSIONAL SERVICES, OR SOFTWARE will not enlarge or extend the LIMITATION ON MONEY DAMAGES.
- 10.3. WITHOUT LIMITING SECTIONS 10.1 AND 10.2 (BUT SUBJECT TO SECTION 10.4), IN NO EVENT WILL Diligent be liable for loss, corruption or compromise of the confidentiality of Client Data, unless THE LOSS, CORRUPTION OR COMPROMISE IS DUE SOLELY TO Diligent'S BREACH OF THIS AGREEMENT, DILIGENT'S NEGLIGENCE OR Diligent'S intentional misconduct.
- 10.4. Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's negligence; (b) for fraud or fraudulent misrepresentation; (c) for fees due under the Agreement; (d) for misappropriation or infringement of the other Party's intellectual property rights; (e) for a Party's express indemnification obligations under the Agreement; or (f) for any other liabilities that cannot be excluded by law.
- 10.5. No right of action and other entitlements arising from or pertaining to the Diligent Services or Professional Services may be brought by Client more than one (1) year after the date on which Client has become aware of or could have become aware of such right and entitlement.

- 11. Termination.** Client may terminate this Agreement at any time by providing written notice to Diligent in accordance with Federal Acquisition procedures. When the Client is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Diligent shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of the Agreement, all rights granted to Client pursuant to the Agreement (as the case may be) will terminate, Client will immediately cease all access and use of the applicable Diligent Service(s) and Software, and pay all unpaid fees. If Client terminates this Agreement due to Diligent's breach of the Agreement, then to the extent Client has paid fees to Diligent that relate, on a pro-rated basis, to any portion of the Term that is after the date of termination, Diligent will pay to Client a pro-rated refund of such fees. If requested by Client after termination of the Agreement, Diligent will make Client Data available for the Client to export or download, as provided in the Documentation, for a period not to exceed thirty (30) days from the date of termination, which period may be extended by an additional thirty (30) days upon Client's further written request within such period.

After such period (or if Client does not make such a request within ten (10) days of the date of termination), Diligent will be under no obligation to hold the Client Data and will delete all Client Data (including backups of Client Data) no later than one hundred twenty (120) days from the termination date unless Diligent has specifically agreed otherwise in writing. After deletion is complete, Diligent will provide a certificate confirmation deletion of the Client Data if so requested by Client. Sections 1, 4.4, 4.5, 5.2, 5.5, 6, 7.4, 9-12, the ownership language in 13.6 (but not the license granted to the Client), 14.4, and 15-16 will survive termination of the Agreement for any reason.

- 12. Confidentiality.** Client will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology, and materials (including the Diligent Service and Software) provided by or on behalf of Diligent during the Term (Diligent's "**Confidential Information**"), and Diligent shall retain in confidence the Client Data (Client's "**Confidential Information**"). Each Party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement. Each Party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Each Party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each Party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving Party without obligation of confidentiality prior to disclosure by the disclosing Party; (b) was in or entered the public domain through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving Party without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving Party may disclose such information after providing to the disclosing Party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. In the event that Diligent is required by law to disclose any portion of the Client Data, or is so directed by Client, Client shall pay any reasonable fees associated with complying with such disclosure. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to the disclosing Party for which money damages would be an insufficient remedy. Diligent recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential".

13. Professional Services.

13.1. Scope of Applicability. The provisions of this Section shall apply solely to Professional Services, where such Professional Services are included in an Order Form. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Professional Services, this Section shall control. Notwithstanding Section 3, for purposes of any SOW, the Term of such SOW shall be as set forth in the applicable SOW or Order Form.

13.2. Provision of Services. Subject to Section 13.5, Diligent shall use commercially reasonable efforts to perform the Professional Services in accordance with the applicable Order Form or SOW,

and Diligent represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

13.3. Remedy. If notified in writing of any claim for Diligent's breach of Section 13.2, Diligent will, at its option, (i) reperform the Professional Services so that they comply with Section 13.2; or (ii) terminate the portion of the affected Order Form attributable to such Professional Services and refund the fees attributable for such Professional Services. This Section states Diligent's entire liability and Client's sole and exclusive remedy for Diligent's breach of Section 13.2.

13.4. Suitability. Diligent shall assign employees and subcontractors with qualifications suitable for the Professional Services described in the relevant Order Form. Diligent may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

13.5. Client Responsibilities. Client shall make available in a timely manner at no charge to Diligent all technical data, Client Data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Client required by Diligent in each case for the performance of the Professional Services, as well as anything specified in the applicable Order Form. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Client shall provide, at no charge to Diligent, reasonable cooperation as Diligent requires to perform the Professional Services.

13.6. Ownership. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the "Deliverables") shall be solely owned by Diligent (except with respect to Client Data, which shall remain Client's sole property). Solely during the applicable Term and conditioned upon Client's compliance with all the terms of the Agreement, Diligent grants to Client a limited, non-exclusive, non-transferable, and non-sublicensable right to make use of the Deliverables.

13.7. Modifications and Change Orders. For the avoidance of doubt, modifications to the scope of any Professional Services shall become effective only when a document incorporating the relevant written change request is executed by authorized representatives of both Parties.

14. Content Services.

14.1. Scope of Applicability. The provisions of this Section shall apply solely to Content Services. This Section does not limit the operation of any other Sections of the Agreement, but in the event of any direct conflict between this Section and other Sections with respect to the Content Services, this Section shall control. For the avoidance of doubt, the Content Services and any components, data, or content therein constitute a part of the Diligent Service under this Agreement.

14.2. Enhancements or Revisions to Content. Diligent reserves the right to alter or modify the Content Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features and/or data or changes in instructions and/or documentation. In the event that Diligent discontinues, withdraws features and/or data of the Content Services that Client has contracted for, Client shall be entitled to a pro rata refund for any fees paid not used.

14.3. Specific Restrictions. Without limiting anything else in the Agreement, Client shall not (and shall ensure that each User shall not) perform any of the following acts, except as otherwise

expressly permitted by the Agreement or with the express written permission of Diligent:

- (i) access the Content Service except in conjunction with the Diligent Service or remove or alter any copyright, trademark or other proprietary notice appearing on or within the Content Services;
- (ii) license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute any data within the Content Service or any components thereof in any manner, including, but not limited to, via or as part of any internet site;
- (iii) provide access to the Content Service or any portion thereof to any person, firm or entity other than a User, including, but not limited to, any Affiliate not expressly identified in the Agreement;
- (iv) use and access the Content Services other than as permitted under this Agreement; or
- (v) copy, reproduce, modify, distribute, create derivative works of, publicly display, publicly perform, reverse engineer, decompile, or disassemble the Content Services or any portions thereof; and

(vi) PCI-DSS materials are used in accordance with the current PCI Standards Council, LLC License Agreement made available through the PCI DSS website at www.pcisecuritystandards.org and also through the applicable Diligent Service prior to download of such materials.

14.4. Disclaimer. DILIGENT WARRANTS THAT THE access to CONTENT SERVICES WILL MATERIALLY CONFORM WITH DOCUMENTATION RELATED TO THE CONTENT SERVICES IN ACCORDANCE WITH SECTION 7.1 HEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Diligent and any third-party providers make no representations, conditions or warranties regarding the completeness, veracity, fitness for a particular purpose, merchantability or accuracy of the Content Services or any component thereof, or for any delays, interruptions or omissions. THE CONTENT SERVICES ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES AND DO NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. CONTENT SERVICES SHOULD NOT BE DEEMED TO SET FORTH ALL APPROPRIATE PROCEDURES, TESTS OR CONTROLS OR TO SUGGEST THAT OTHER PROCEDURES, TESTS OR CONTROLS THAT ARE NOT INCLUDED MAY NOT BE APPROPRIATE. CLIENT AND ITS USERS ARE RESPONSIBLE FOR APPLYING PROFESSIONAL JUDGEMENT AND APPROPRIATE PROCEDURES, TESTS OR CONTROLS. The Content Services and any components thereof are provided on an “as is” and “as available” basis, and Client’s use of the Content Services is at Client’s own risk. Diligent and any third-party providers are not liable for the data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and any derivatives thereof, (including, where applicable, all Updates to the foregoing) in each case included in the Content Services or any decision or consequence based on use of the foregoing.

14.5. Reserved

15. Freemium Services.

From time to time, Diligent may make Freemium Services available to Client at no charge. **Client may choose to try such Freemium Services in Client’s sole discretion.** Unless otherwise determined by Diligent, no Order Form is specifically required to enable Client’s use of Freemium Services. Certain Freemium Services are intended for evaluation purposes and not for production use. Freemium Services are not supported and may be subject to supplemental terms in addition to those set out in this Agreement, which will be presented to Client. Freemium Services are not considered part of the “Diligent Service”, “Software” “Professional Services”, or similar terms under this Agreement; however, all restrictions and Client commitments under this Agreement shall apply to Client’s use of Freemium Services (including for the avoidance of doubt Section 4 (Access Right; Restrictions)). Unless otherwise stated, Freemium Services are available for Client’s use during the Term, except that any Freemium Services that are made available on a trial

basis will expire upon the earlier of one year from the trial start date or the date that a version of the Freemium Services becomes generally available without the applicable Freemium Services designation. Diligent may discontinue Freemium Services at any time in Diligent's sole discretion and may never make Freemium Services generally available. Diligent will have no liability for any harm or damage arising out of or in connection with a Freemium Service. FREEMIUM SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY, REPRESENTATION, GUARANTEE, CONDITION OR TERM OF ANY KIND, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW. DILIGENT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREEMIUM SERVICES. IN THE EVENT SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, DILIGENT'S LIABILITY WITH RESPECT TO FREEMIUM SERVICES SHALL NOT EXCEED THE GREATER OF (A) \$500.00 OR (B) THE MINIMUM ENFORCEABLE UNDER APPLICABLE LAW.

16. Miscellaneous.

- 16.1. Conflict. If there is an inconsistency between any of the provisions in the Terms and Conditions, the Product Terms and any Order Form, the order of precedence shall be the Order Form, the Product Terms, then the Terms and Conditions (with the first mentioned document prevailing over each subsequently mentioned document in this Section).
- 16.2. Variation. No amendment or variation of the Agreement (including any Order Form) will be effective unless it is in writing and signed by each Party.
- 16.3. Waiver. All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.4. Severance. If any provision (or part of a provision) of the Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the provision will be enforced to the fullest extent permissible to effect the Parties' intent, and the invalidity or unenforceability will not operate to invalidate the remaining provisions of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 16.5. Interpretation of Agreement. The Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party.

Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Unless stated otherwise, all references to sections, parties, terms, Exhibits, Order Forms and similar references are to the sections of, Parties to, terms of, Exhibits and Order Forms to the Agreement. All captions and headings are intended solely for the Parties' convenience, and none will affect the meaning of any provision. The words "herein," "hereof," and words of similar meaning refer to the Agreement as a whole, including its Exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in the Agreement.

- 16.6. Governing Law and Dispute Resolution. The interpretation of this Agreement and all matters related to this Agreement will be construed in accordance with the Federal laws of the United States. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.
- 16.7. Bench Trial. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with regard to any dispute arising out of this Agreement.
- 16.8. Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Order Form (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.
- 16.9. Entire Agreement. The Agreement contains the entire understanding and agreement between Diligent and Client with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between Diligent and Client with respect to the subject matter of the Agreement.

The Agreement supersedes any conflicting terms in Client's purchase order or other ordering document. Any terms of trade stated or referenced in Client's purchase order, or any other terms to which Diligent has not specifically agreed in a writing signed by an authorized representative of Diligent, are not binding on Diligent.

Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a Party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

16.10. No Offer of Securities. Neither Diligent nor its Third-Party Providers are investment advisors and nothing contained in the Content Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information provided through the applicable product or the advisability to buy, sell, subscribe for, exchange or redeem a particular investment. The service provided under this Agreement and all content provided in conjunction with them are for informational purposes only and do not constitute, and should not be construed as, a solicitation or offering of any investment or other transaction, an identification or offering of any securities for purchase, a recommendation to acquire or dispose of any investment, or the provision of any financial, tax, legal or other advice of any nature whatsoever. Client understands and agrees that any decisions it makes on the basis of any information provided under this Agreement are made solely at its own risk and Diligent and the Third-Party Providers have no responsibility or liability arising from such decisions. Diligent and/or the Third-Party Providers do not (i) serve as an agent for Client, Users, or any other person, (ii) market securities to investors, (iii) participate in negotiations between a Client, Users or any investor, (iv) handle any monies or securities in transactions between investors and Client or Users (or other third parties), or (v) assist Client, Users, or investors with the completion of any transactions between them (such as transaction documentation or paid referrals).

16.11. Links to Third-Party Sites. Diligent Services and/or Software may contain links to, or allow Client or its Users to connect and use, certain third-party products, services, or software (“Third-Party Services”, and each, a “Third-Party Service”) in conjunction with Client’s use of the Diligent Service. To take advantage of these features, Users may be required to sign up or log into such Third-Party Service or their respective websites or applications. Client acknowledges that any use of such Third-Party Service is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that Diligent does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content, or the manner in which such Third-Party Service uses, stores or processes any data. Diligent does not control Third-Party Service features and functionality, which may change without notice to Diligent or Client. If any Third-Party Service stops providing access to some or all of the features or functionality currently or historically available to Diligent, or stops providing access to such features and functionality on reasonable terms, as determined by Diligent in its sole discretion, Diligent may stop providing access to certain features and functionality of the Diligent Services and/or Software that depend on those Third-Party Services. Diligent will not be liable to Client for any refunds or any damage or loss arising from or in connection with any such change made by a Third-Party Service or any resulting change to the Diligent Service and/or Software. Client and its User irrevocably waive any claims against Diligent with respect to any Third-Party Services.

16.12. Force Majeure. Excusable delays shall be governed by GSAR CLAUSE 552.212-4(f).

16.13. Export. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export (“*Export Control Laws*”). Client shall ensure that its Users do not access any Diligent Service (or use the Software or any Deliverables) in breach of Export Control Laws.

16.14. Anti-Bribery. Each Party shall comply with all applicable anti-bribery legislation in connection with the operation of this Agreement. Each Party agrees that it has not received or been offered any illegal bribe, kickback payment, gift, or thing of value from any of the other Party’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any breach of this Section related to this Agreement, it will use reasonable efforts to promptly notify the other Party’s legal department.

16.15. US Federal Government. The Diligent Services and Software, including related software and technology, are “Commercial Items” as that term is defined in FAR 2.101. Government technical data and software rights related to the Diligent Services and Software include only those rights customarily provided to the commercial marketplace as specified in this Agreement. This customary commercial license is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Diligent to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

16.16. No Assignment or Delegation. Neither party may assign the Agreement without the other party’s prior written consent (not to be unreasonably withheld). Subject to the foregoing, the Agreement will be binding on all permitted assignees and successors in interest.

16.17. Independent Contractor. Diligent is an independent contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.18. Third-party Beneficiaries. This Agreement does not and is not intended to confer rights on anyone other than the two parties to the Agreement.

16.19. Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.20. Counterparts. The Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the Parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to the Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Party to the Agreement.

16.21. English Language Controls. The original and controlling version of this Agreement shall be the version using the English Language. All translations of this Agreement into other languages shall be for the convenience of the Parties only and shall not control the meaning or application of this Agreement. All notices and other communications required or permitted by this Agreement must be in English, and the interpretation and application of such notices and other communications shall be based solely upon the English language version thereof.

Exhibit A

Data Processing Addendum

This **Data Processing Addendum** (the “**Addendum**”) is made as of the date of the Client’s signature below

BETWEEN:

- (1) The “**Client**” as identified on the signature page of this Addendum or as otherwise identified in an executed Agreement that explicitly incorporates this Addendum; and
- (2) Each Diligent Group Entity which is party to an Agreement (as defined below) with Client (each hereinafter referred to as “**Vendor**”).

(Client and Vendor together “**the Parties**” and separately “**a Party**”)

CONSTRUCTION OF THIS ADDENDUM:

The Parties enter into this Addendum with respect to Personal Data regulated under Data Protection Law and (1) that is provided to Vendor by or on behalf of Client and which is Processed by Vendor as Processor, (2) that is shared between the Parties on a Controller to Controller basis, (3) that Client will make available to Vendor and which is regulated by the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations (“**CCPA**”), or (4) that is subject to the GDPR, Swiss law or United Kingdom law and is transferred, directly or via onward transfer, to a Party who is located outside any member state of the European Economic Area (“**EEA**”), Switzerland, or the United Kingdom.

Capitalized terms used in this Addendum shall have the meaning given to them in Section 5 (Definitions), unless otherwise specified.

The terms in this Addendum shall be incorporated into and form part of the agreement between Client and Vendor governing Client’s use of Vendor’s software-as-a-service and online services (including professional services or related components delivered by Vendor) (“**Agreement**”), and the Agreement and this Addendum shall be read as one document. In the event of conflict with any other terms of the Agreement, this Addendum shall prevail. For the avoidance of doubt, this Addendum need not be separately executed by the Parties if this Addendum is already explicitly incorporated into a fully executed Agreement, in which event the Parties’ signature to such Agreement shall be deemed signature to this Addendum.

In the event that Data Protection Laws are amended, replaced or repealed, the Parties shall where necessary negotiate in good faith a solution to enable the transfer of Personal Data to be conducted in compliance with Data Protection Laws.

For the avoidance of doubt, if the Client is not a party to an Agreement with any Diligent Group Entity, this Addendum does not apply and is of no effect. The Client should request that a Client entity who is a party to an Agreement with a Vendor entity execute this Addendum. For the avoidance of doubt, only the Diligent Group Entity that is a party to an Agreement with Client shall be a Party to this Addendum.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

CONTROLLER TO PROCESSOR RELATIONSHIP

- A. Client shall act as Controller and Vendor shall act as a Processor when Processing any Personal Data contained within Client Data or Service Data provided to Vendor by Client for the purposes of (a) providing the software-as-a-service subscription purchased by Client under the Agreement, and/or any other services Vendor provides under the Agreement, or (b) otherwise performing Vendor’s obligations under the Agreement (the “**Services**”). In these circumstances, Vendor shall: process the Personal Data on behalf of Client only in accordance with the Agreement, this

Addendum, Client's written instructions, and Data Protection Laws; and not collect, retain, use, disclose, or sell the Personal Data for any other purpose. For the avoidance of doubt, Client instructs Vendor to Process the Personal Data as reasonably necessary and proportionate to achieve Client's and Vendor's business purposes to the extent permitted by Data Protection Laws.

Details of this Processing are set out in Schedule 1 attached to this Addendum.

- B. Vendor agrees that it will, to the extent required by applicable Data Protection Laws when acting as a Processor in the provision of the Services:
- (1) process the Personal Data only for the purpose of providing the Services or as otherwise instructed in writing by Client. If Vendor is legally required to process Personal Data otherwise than as instructed by Client, it will notify Client before such processing occurs, unless the law requiring such processing prohibits Vendor from notifying Client;
 - (2) inform Client if any instruction contradicts any legal requirements to which Vendor is subject;
 - (3) keep all Personal Data confidential as required under the Agreement and ensure that persons authorised by Vendor to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (4) provide access to Personal Data only to those of its employees, Affiliates or Subprocessors who need access to such data for the purposes set out in Section 1.A;
 - (5) take appropriate technical and organizational security measures designed to safeguard Personal Data against unauthorized access, destruction, disclosure, transfer, or other improper use as set forth in Schedule 2 attached to this Addendum;
 - (6) provide Client with access to the Personal Data which have been provided by Client to enable Client to comply with its obligations to Data Subjects exercising their rights under Data Protection Laws. Vendor shall refer such Data Subjects to Client and shall also, at the request of Client, use its reasonable endeavors to either (a) amend, correct, delete, add to, cease using or restrict the use of Personal Data relating to such Data Subjects to ensure that their Personal Data are accurate and complete or (b) provide the Client with the ability to directly amend, correct, delete, add to, cease using or restrict the use of Personal Data relating to such Data Subjects through the Services;
 - (7) promptly notify Client of any accidental or unauthorized access, destruction, disclosure, transfer of Personal Data that have been supplied by Client, after Vendor becomes aware of any such access, destruction, disclosure, transfer or other improper use, or of any complaints by individuals or third parties that involve or pertain to such Personal Data, and shall, taking into account the nature of the Processing and the information available to Vendor, provide such assistance to Client as may be reasonable in the circumstances to enable Client meet its obligations to notify any Supervisory Authority or any other regulatory or governmental authorities or Data Subjects of such event where Client is required to do so by law;
 - (8) taking into account the nature of the Processing and the information available to Vendor, use reasonable endeavors to assist Client (a) in complying with Client's obligation to implement appropriate technical and organizational security measures; and (b) in relation to any privacy impact assessments or consultations with Supervisory Authorities about the Processing of Personal Data in the context of the provision of the Services or any inquiry, complaint or claim in relation to the Processing by Vendor of Personal Data provided by Client;
 - (9) make available to Client all information necessary to demonstrate that Vendor is in compliance with Data Protection Laws;
 - (10) allow Client to audit Vendor by receiving reasonably reliable documentation regarding the adequacy of the Processing by the Vendor of Personal Data on behalf of the Client. Such documentation may: (a) be an annual SOC2 (or subsequent successor) audit of the Vendor's security policies and procedures; (b) be in accordance with ISO 27001 standards or such alternative standards that are substantially equivalent to ISO 27001; or (c) otherwise provide for demonstrable assurances of adequacy of the data processing facilities used by the Vendor to Process Personal

Data on behalf of the Client, including penetration tests or vulnerability scans ("Audit Report"). If the Client requests in writing, Vendor will provide the Client with a copy of the Audit Report or related documentation so that the Client can reasonably verify the Vendor's compliance with the security obligations under Data Protection Laws. Unless otherwise required by a Supervisory Authority or mutually agreed by the Parties in writing, any audit of Vendor shall be limited to the provision of the Audit Report;

- (11) at the termination of the Agreement or this Addendum, at Client's election, delete or return the Personal Data to Client, provided that Client acknowledges and agrees that any Personal Data stored within the software-as-a-service offerings provided by Vendor to Client shall be deleted either as specified within the Agreement or, if the Agreement is silent, within thirty (30) days of termination of the Agreement; and
 - (12) the Client acknowledges and agrees that Vendor may retain Affiliates and other third parties as Subprocessors in connection with this Agreement, having imposed on such Subprocessors substantially similar data protection obligations as are imposed on Vendor under this Agreement. Vendor shall remain liable to the Client for the act and omissions of the Subprocessors under this Agreement as if they were Vendor's own acts and omissions. Any updates to Subprocessors are available at <https://diligent.com/gdpr-subscription> or a successor website as made available by Vendor for this purpose and notified to Client (the "Subprocessor Site"). Client may be informed of new Subprocessors by visiting the Subprocessor Site or by subscribing for Subprocessor updates using the process outlined on the Subprocessor Site. In the event Vendor adds or replaces a Subprocessor, Client may object to the use of a new Subprocessor by sending a notification to privacy@diligent.com within ten (10) business days of receipt of notice of a new Subprocessor provided that the Client reasonably believes that use of such Subprocessor presents an unreasonable risk to or prevents the Client from complying with applicable law. If Client so objects, Vendor shall either (a) not use the new Subprocessor to process the Client Personal Data or (b) shall find an alternative way of reasonably resolving Client's objection. If neither (a) nor (b) is reasonably feasible within thirty (30) days of receipt of Client's objection, then Client shall either rescind its objection or may terminate any services for which the new Subprocessor would be used by providing written notice to Vendor at the address for notices indicated in the Agreement. For the avoidance of doubt, in the event Client does not object to a new Subprocessor in accordance with this Section, Client shall be deemed to have consented to the new Subprocessor.
- C. To the extent that the provision of the Services under this Section 1 involves the transfer of Personal Data that is subject to the GDPR, Swiss law, or United Kingdom law by Client (as Data Exporter) to Vendor (as Data Importer) outside the EEA, Switzerland, or the United Kingdom (either directly or via onward transfer), and Vendor is not located in a country which has been recognised by the relevant Supervisory Authority as offering an adequate level of protection for Personal Data transferred to it, the Parties agree to either (a) comply with the terms of Module 2 of the Transfer Clauses (where Client acts as a Controller) or Module 3 of the Transfer Clauses (where Client acts as a Processor retaining Vendor as an additional Processor), which Transfer Clauses are incorporated herein by reference; or (b) otherwise Process such Personal Data using a valid transfer mechanism in accordance with Data Protection Laws.
- D. Where the Vendor, acting as a Processor (and as Data Exporter), transfers Personal Data that is subject to the GDPR, Swiss law, or United Kingdom law to the Client acting as a Controller (and as Data Importer), and the Client is located and/or Processes the Personal Data in a country which is not considered under an adequacy decision of the relevant Supervisory Authority to provide for a level of data protection as considered adequate pursuant to applicable Data Protection Laws, the Parties shall transfer such Personal Data in accordance with the Transfer Clauses (Module 4), which are incorporated herein by reference, and Data Protection Laws.

2. Controller Relationships

- A. Section 1 above does not apply where Vendor is acting as a Controller. Vendor may make available certain Services that enable the Client to access Content. To the extent that Client Processes any

Personal Data contained within such Content, the relationships of the Parties shall be that of independent Controllers with respect to such Personal Data (and not joint controllers as defined under the GDPR) and each Party shall comply with its respective obligations under the Data Protection Laws and any applicable privacy policy.

- B. To the extent that Client Processes any Personal Data contained within such Content, Client agrees and warrants that it will:
- (1) process Personal Data contained within the Content for the purposes of its obligations under this Addendum or Agreement and in accordance with Data Protection Laws;
 - (2) not share any Personal Data contained within the Content with any third party without Vendor's prior consent or authorization;
 - (3) ensure that any Personal Data contained within the Content is processed fairly, lawfully, and in a transparent manner;
 - (4) provide reasonable cooperation and assistance to Vendor, upon Vendor's request, in relation to Personal Data contained within the Content, including complaints or requests from Data Subjects to exercise their rights, or any request, instruction, complaint, investigation or audit by any Supervisory Authority;
 - (5) notify Vendor without undue delay upon becoming aware of any Personal Data Breach affecting any Personal Data contained within the Content and taking reasonable action to minimize the impact of such event and prevent such event recurring; and
 - (6) implement and maintain appropriate and technical and organizational measures to protect any Personal Data within the Content against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.
- C. To the extent that Vendor Processes Personal Data provided to it by Client for purposes other than as set forth in Section 1.A above, Vendor acknowledges that it will be a Controller of that Personal Data, and Vendor agrees to Process such Personal Data in accordance with Data Protection Laws.
- D. Where the Vendor, acting as a Controller (and as Data Exporter), transfers Personal Data that is subject to the GDPR, Swiss law, or United Kingdom law to the Client (as Data Importer) in accordance with Section 2.A, and the Client is located and/or Processes the Personal Data in a country outside the EEA, Switzerland, or the United Kingdom which is not considered under an adequacy decision of the relevant Supervisory Authority to provide for a level of data protection as considered by that Supervisory Authority to be adequate pursuant to applicable Data Protection Laws, the Parties shall transfer such Personal Data in accordance with the Transfer Clauses (Module 1), which are incorporated herein by reference, and Data Protection Laws.

3. Client Obligations

- A. In relation to all Personal Data provided by Client to Vendor for Processing under the Agreement, Client shall ensure that:
- (1) where consent is required for Vendor's Processing under applicable Data Protection Laws, all relevant Data Subjects have consented (in accordance with applicable Data Protection Laws) to their Personal Data being disclosed to Vendor for Processing in accordance with the Agreement;
 - (2) the disclosure of Personal Data by Client to Vendor will be in each case and in all respects lawful;
 - (3) notice of the disclosure of their Personal Data to Vendor for Processing in accordance with the Agreement and this Addendum will be provided to all relevant Data Subjects (including any Users) prior to any such disclosure and, if requested by Vendor, Client shall provide evidence that it has provided such notice;
 - (4) Client complies with, and represents and warrants that it has complied with, applicable Data Protection Laws in relation to the disclosure of such Personal Data to Vendor, its use of the Services and the performance of the Agreement by Client and its Users;
 - (5) it shall not, by any act or omission, put Vendor or any of its Affiliates or subsidiaries in breach of any Data Protection Laws; and
 - (6) it shall do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable in order to comply with this Section 3.

4. Transfer Clauses

A. Where the Transfer Clauses apply under this Addendum:

- (1) Client and Vendor agree to observe the terms of the Transfer Clauses without modification and the Transfer Clauses shall be considered to be duly executed by the Parties immediately upon the date on which this Addendum enters into force;
- (2) the rights and obligations afforded by the Transfer Clauses will be exercised in accordance with the terms of this Addendum; in case of any conflict between the terms of the Transfer Clauses and any other part of this Addendum or the Agreement, the Transfer Clauses shall prevail;
- (3) the Parties elect to add the optional Clause 7 (Docking Clause) of the Transfer Clauses and do not elect to add the additional optional language under Clause 11(a) (Redress) of the Transfer Clauses;
- (4) for purposes of Clause 17 (Governing Law) of the Transfer Clauses, the Parties elect Option 1, and the Parties agree that this shall be the law of Ireland;
- (5) for purposes of Clause 18 (Choice of Forum and Jurisdiction) of the Transfer Clauses, the Parties agree that any dispute arising from these Clauses shall be resolved by the courts of an EU Member State. The Parties agree that those shall be the courts of Ireland.
- (6) the Parties' signature to this Addendum or an Agreement that explicitly incorporates this Addendum shall be considered as signature to the Transfer Clauses;
- (7) if so required by the laws or regulatory procedures of any jurisdiction, the Parties shall execute or re-execute the Transfer Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required; and
- (8) in the event that the Transfer Clauses are amended, replaced or otherwise invalidated by the European Commission or under the Data Protection Laws, the Parties shall work together in good faith to enter into any updated version of such Transfer Clauses or negotiate in good faith a solution to enable a transfer of the Personal Data to meet the requirements of Chapter V of the GDPR.

B. In addition, with respect to Module 2 and/or Module 3 of the Transfer Clauses, the following additional provisions shall apply:

- (1) the Parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 of the Transfer Clauses shall be provided by the Data Importer to the Data Exporter only upon Data Exporter's written request;
- (2) the Parties agree that the audits described in Clause 8.9 of the Transfer Clauses shall be carried out in accordance with Section 1.B(9) and (10) of this Addendum; and
- (3) for purposes of Clause 9(a) of the Transfer Clauses, the Parties elect Option 2 (General Written Authorisation), it being understood that Client provides the general authorisation and instruction for the engagement of the Subprocessors from the agreed list of Subprocessors available on the Subprocessor Site, and the Parties agree to observe the provisions set out in clause 1.B(12) of this Addendum in relation to any additions or replacements of Subprocessors on such list; for purposes of Clause 9(a) of Module 3 of the Transfer Clauses, where Client acts as Processor, the Client (1) warrants that it has the authority to provide such general authorisation and instruction on behalf of the Controller, and (2) agrees to inform the Controller of any addition or replacement of Subprocessors on the agreed list for and on behalf of Vendor (thereby enabling the Vendor to comply with its obligation under Clause 9(a) of the Transfer Clauses);
- (4) for purposes of Clause 8.6(c) and (d) (Security of Processing) of Module 3 of the Transfer Clauses, where Client acts as Processor, the Parties acknowledge and agree that it will not be appropriate and feasible for Vendor to directly notify the Controller of a Personal Data Breach concerning Personal Data Processed by Vendor under the Transfer Clauses, and Client agrees to forward to the Controller any such notification of a Personal Data Breach without undue delay;
- (5) for purposes of Clause 8.9 (Documentation and Compliance) of Module 3 of the Transfer Clauses, where Client acts as Processor, Client agrees that all inquiries from the Controller shall be provided to Vendor by the Client (for and on behalf of the Controller) and, except as determined necessary by Vendor to ensure that inquiries are promptly and adequately be dealt with, all relevant communication shall be handled solely via the Client. In case Vendor receives an inquiry directly

- from the Controller, it shall promptly forward the inquiry to the Client;
- (6) for purposes of Clause 10 of Module 3 (Data Subject Rights) of the Transfer Clauses, where Client acts as Processor, the Parties acknowledge and agree that it will not be appropriate for Vendor to directly notify the Controller of any request it has received from a Data Subject, and Client agrees to promptly forward to the Controller any such notification and to be primarily responsible to assist the Controller in fulfilling the relevant obligations to respond to any such request, it being understood that Vendor will provide assistance and cooperation to Client in accordance with this Addendum;
 - (7) for the avoidance of doubt, Vendor's relationships with Subprocessors may still be governed by previous iterations of the Transfer Clauses as of the date of this Addendum, and this shall not be treated as a breach of this Addendum or the Agreement until such time as such previous iterations are no longer recognized as having legal impact under GDPR;
 - (8) for purposes of Clause 13 of the Transfer Clauses, the competent supervisory authority shall be the supervisory authority identified by Client on the signature page of this Addendum or, if Client does not so identify a competent supervisory authority on the signature page of this Addendum, the competent supervisory authority shall be the supervisory authority of the Member State in which the data exporter is established or has appointed a representative pursuant to Article 27(1) of the GDPR, and such competent supervisory authority shall be incorporated into Annex I.C of the Transfer Clauses; and
 - (9) Schedules 1 and 2 of this Addendum shall serve as Annexes I and II respectively of the Transfer Clauses.
- C. In addition, with respect to Module 1 of the Transfer Clauses, the following additional provisions shall apply:
- (1) Schedule 3 of this Addendum shall serve as Annex I of the Transfer Clauses.
- D. In addition, with respect to Module 4 of the Transfer Clauses, the following additional provisions shall apply:
- (1) Schedule 4 of this Addendum shall serve as Annex I of the Transfer Clauses.
- E. In addition, with respect to Modules 1, 2, 3, and 4 of the Transfer Clauses, where transfers of Personal Data are subject to United Kingdom law, the Transfer Clauses shall be amended and subject to the following additional provisions:
- (1) Part 2: Mandatory Clauses of the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses ("Approved Addendum");
 - (2) The information required by Part 1 of the Approved Addendum is set out at Schedule 1-4 of this Addendum (as applicable);
 - (3) With respect to Section 19 of the Approved Addendum, in the event the Approved Addendum changes, neither party may end the Addendum except as provided for in the Approved Addendum or the Agreement; and
 - (4) Any references to the "Clauses" in the Transfer Clauses shall include the amendments set out in this Section 4.E(5).
- F. In addition, with respect to Modules 1, 2, 3, and 4 of the Transfer Clauses, where transfers of Personal Data are subject to Swiss law, the Transfer Clauses shall be amended and subject to the following additional provisions:
- (1) the term "EU Member State" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for suing their rights in their place of habitual residence (Switzerland) in accordance with the Transfer Clauses;
 - (2) the Transfer Clauses also protect the data of legal entities until the entry into force of the revised version of the FADP of 25 September 2020, which is scheduled to come into force on 1 January 2023 ("Revised FADP"); and
 - (3) the FDPIC shall act as the "competent supervisory authority" insofar as the relevant data transfer is governed by the FADP.

5. Definitions

A. For the purposes of this Addendum:

- (1) **"Affiliate"** means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.
- (2) **"Client Data"** means all data successfully uploaded, entered, created and stored by the Client within the Diligent software-as-a-service offerings for which Client has a subscription;
- (3) **"Content"** means any data, data structure, metadata, metrics, charts, graphs, literature, or other content in any form and/or any derivatives thereof that are made available by Vendor within any of its Services, including, where applicable, all updates delivered thereto (but at all times excluding Client Data);
- (4) the terms **"Controller"**, **"Personal Data Breach"**, **"Processor"**, **"Process(ing)"**, and **"Data Subject"**, with respect to Personal Data subject to the GDPR, each have the meaning given to such terms in the GDPR, and with respect to all other Personal Data, "Controller" means the entity responsible for deciding the purpose and means for Processing Personal Data and "Processor" means the entity that Processes Personal Data on behalf of the Controller. Any references to Vendor as a "Processor" shall include, as applicable, Vendor as a "service provider" as that term is defined in the CCPA;
- (5) the terms **"Data Exporter"** and **"Data Importer"** have the meaning given to them in the Transfer Clauses;
- (6) the term **"Data Protection Laws"** means any applicable laws, regulations, or other binding obligations (including any and all legislative and/or regulatory amendments or successors thereto), each as updated from time to time, of the European Union, the EEA, Switzerland, the United Kingdom, the United States, or any other jurisdiction that govern or otherwise apply to Personal Data Processed under the Agreement, including the GDPR and the CCPA;
- (7) the term **"Diligent Group Entity"** shall mean Diligent Corporation and/or each of its Affiliates which has signed this Addendum or an Agreement that explicitly incorporates this Addendum;
- (8) the term **"GDPR"** shall mean European Union Regulation 2016/679 and includes any relevant implementing measure in each relevant Member State, or any successor legislation thereto;
- (9) **"Personal Data"** means any information that relates to, identifies, describes, is capable of being associated with, or could reasonably be linked to, directly or indirectly, an identified or identifiable individual, or to the extent applicable under Data Protection Laws, an identified or identifiable household;
- (10) **"Service Data"** means any Personal Data of Users which is required to provide the Services, such as User ID, User type, name, company affiliation, contact information (business address, phone number, and email address) as well as any Personal Data Processed to perform specifically contracted professional services;
- (11) **"Services"** shall have the meaning described in Section 1.A;
- (12) **"Subprocessor"** means a Processor appointed by Vendor to assist with the provision of the Services to the Client or the performance of Vendor's obligations under the Agreement;
- (13) the term **"Supervisory Authority"** shall mean the data protection authority in the applicable Member State of the European Union and the equivalent authorities in each other state within the EEA, Switzerland, the United Kingdom or any other jurisdiction whose Data Protection Laws apply to the Processing of the Personal Data subject to this Addendum;
- (14) the term **"Transfer Clauses"** shall mean the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021;

(15) “User” means any individual authorized to make use of the Services pursuant to the Agreement; and

(16) Any capitalized terms not defined in this Section 5 shall be defined as they are under the Agreement.

6. GOVERNING LAW AND MISCELLANEOUS

The Parties will enter into all such additional agreements or terms as may be necessary to ensure the lawful Processing of Personal Data for the purposes of Data Protection Laws and the Agreement and to ensure the receipt of all necessary approvals for such Processing from appropriate regulatory authorities where applicable, and will co-operate with each other as reasonably necessary in order to obtain such approvals or execute such additional agreements or terms as soon as reasonably possible. Except with respect to the Transfer Clauses, this Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in all respects by, and construed in accordance with, the governing law of the Agreement.

Except as otherwise stated herein, this Addendum shall supersede and replace all previous provisions of the Agreement related to Data Protection Laws. Any pre-existing audit rights are superseded by Section 1.B(9) and (10) of this Addendum.

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties’ intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Addendum as of the date of last signature. The Parties agree that execution of this Addendum via an electronic signature process shall constitute valid execution hereof.

Client

Legal Name: _____

Diligent Corporation

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address*: _____

Address: 111 West 33rd Street, 16th Floor,
New York, NY 10120, USA

Contact Person's Name*: _____

Contact Person's Position*: _____

Contact Person's Address*: _____

Competent EU Supervisory Authority for purposes
of Modules 2 and/or 3 of the Transfer Clauses:

**If blank, these fields shall be deemed to be the same as the address and notice contact of the
Client entity under the Agreement*

Diligent Canada Inc.

Diligent APAC Board Services Pte Ltd

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: C/O SE Corporate Services Ltd
Square, Suite 1700, Park Place, 666 Burrard Street
039594

Address: 6 Raffles Boulevard, Marina
#03-308, Suite 3102, Singapore

Vancouver BC V6C 2X8, Canada

Diligent Boardbooks GmbH

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: c/o Hogan Lovells International LLP,
Crescent,

Karl-Scharnagl-Ring 5 80539, Munich, Germany

**Diligent Board Services Australia Pty Ltd
Limited**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: Suite 01, Level 46, 25 Martin
Place, Sydney NSW 2000, Australia**Diligent Boardbooks Limited**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 1 Northumberland Avenue,
Trafalgar Square, London WC2N 5BW,
United Kingdom

Trafalgar Square, London WC2N 5BW,

Diligent Software Pty Ltd

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: B4 Century Square, Heron

Century City 7441, South Africa

Diligent Board Member Services NZ

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: Level 1, 518 Colombo Street,
Christchurch, 8011, New Zealand**AMA Partners B.V.**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 1 Northumberland Avenue,

United Kingdom

ACL Services Ltd ACL France SARL

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 980 Howe Street, Suite 1500, Address: 95 Rue la Boetie, 75008,

Signature: _____

Print Name: _____

Title: _____

Date: _____

Vancouver BC V6Z 0C8, Canada Paris, France

ACL Europe Ltd. ACL Japan Ltd.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 100 New Bridge Street, London,

Address: Level 20 Marunouchi Trust Tower-

EC4V 6JA, United Kingdom Main, 1-8-3 Marunouchi Chiyoda-ku,

Tokyo, Japan

ACL Services (Singapore) Pte. Ltd. Galvanize Software Australia Pty. Ltd.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: The JTC Summit, 8 Jurong Town Hall

Address: Tower One - International Towers,

Road, #25-05/06, 609434, Singapore Level 46, 100 Barangaroo Avenue,

Sydney NSW 2000, Australia

SCHEDULE 1

Details of the Processing activities Annex I – Module 2 and Module 3

This Schedule forms part of the Addendum and also serves as Annex I to Module 2 and/or Module 3 of the Transfer Clauses.

A. List of Parties

Data Exporter

Name: the Client entity as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: as identified on this signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Activities relevant to the data transferred under Module 2 and/or 3 of the Transfer Clauses:

Client shall be providing Personal Data as necessary to receive the Services pursuant to the Agreement and this Addendum, and as Vendor is further instructed by Client in writing in its use of the Services, specifically including Processing as reasonably necessary and proportionate and, to the extent such Processing by Processors is permitted by Data Protection Laws and Regulations, to achieve Vendor's business purposes.

Role: Controller or Processor (as appropriate)

Data Importer

Name: the Vendor entity (or entities) as defined under this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: John Van Arsdale, Data Protection Officer of the Diligent group of companies, privacy@diligent.com

Activities relevant to the data transferred under Module 2 of the Transfer Clauses:

With respect to Module 2 of the Transfer Clauses, Vendor shall Process Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum, and as further instructed by Client in writing in its use of the Services, specifically including Processing as reasonably necessary and proportionate and, to the extent such Processing by Processors is permitted by Data Protection Laws and Regulations, to achieve Vendor's business purposes.

Role: Processor

B. Description of the Processing and Transfer

Categories of Data Subjects whose personal data is processed and may be transferred

Client may submit Personal Data to the Vendor, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: Client's customers, business partners, vendors, and other third parties of Client, employees, directors, officers, contact persons, and Users authorized to use the Vendor services.

Categories of personal data processed and which may be transferred

The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data: Name; home address; photograph; professional email address; professional telephone number (including mobile telephone number); personal email address; personal telephone number (including mobile telephone number); data related to transactions including transactions' purposes; tax ID; government identification number; inclusion on a government issued list or watchlist; customer numbers; complaints; bank account details; marketing preferences; IP address; cookie data; login credentials (username and password); traffic data including web logs; images.

Special categories of data/Sensitive data processed and which may be transferred (if applicable)

The Client may, subject to any restrictions set forth in the Agreement, submit special categories of data to the Vendor, the extent of which is determined and controlled by the Client in its sole discretion, and which is for the sake of clarity is Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or sex life or sexual orientation. In any event, any such Personal Data may only be submitted as Client Data. Vendor personnel shall avoid accessing any such Personal Data except where Client specifically elects to provide such Personal Data to Vendor.

Frequency of the Transfer

The Personal Data will be transferred on a continuous basis for as long as Client has a valid subscription to the relevant Services, unless otherwise specifically agreed elsewhere between Client and Vendor.

Nature of the Processing

Vendor will Process Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum on behalf of the Client, and as further instructed by Client in writing in its use of the Services, specifically including Processing as reasonably necessary and proportionate and, to the extent such Processing by Processors is permitted by Data Protection Laws, to achieve Vendor's business purposes.

Purpose(s) of the Data Transfer and Processing

The purpose of the data transfer and processing is to fulfil the objectives of the Agreement between Vendor and Client, in particular delivery of the Services as contemplated under the Agreement and this Addendum.

The Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the Duration as set forth below and as otherwise agreed upon by the Parties or specifically required by applicable law.

Subject Matter of the Processing

The subject matter of the Processing is enabling the Client to receive the value of the Services as contemplated under this Addendum and the Agreement, including enabling the Vendor to deliver support, customer success, and the Services, including enabling the security of Services. For the avoidance of doubt, if the Client elects to host Client Data outside the EEA, Switzerland or the United Kingdom, the Transfer Clauses shall apply to such transfer.

Duration

The Personal Data will be Processed by Vendor for the duration of the Services.

C. Competent Supervisory Authority

The competent supervisory authority in accordance with Clause 13 of the Transfer Clauses shall be the EU supervisory authority as identified on the signature page to this Addendum and/or as specified by Section 4.B.(8) of the Addendum.

SCHEDULE 2

Technical and organisational measures

This Schedule forms part of the Addendum and serves as Annex II to the Transfer Clauses.

Description of the technical and organisational measures implemented and maintained by the Vendor (or document/legislation attached):

Vendor will maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data, including those measures specified in the Agreement. Vendor's relevant security Documentation as applicable to the Services, including audit reports and/or security test reports where applicable, is available upon request.

Vendor provide Client with access to the Personal Data which have been provided by Client to enable Client to comply with its obligations to Data Subjects exercising their rights under Data Protection Laws. Vendor shall refer such Data Subjects to Client and shall also, at the request of Client, use its reasonable endeavors to either (a) amend, correct, delete, add to, cease using or restrict the use of Personal Data relating to such Data Subjects to ensure that their Personal Data are accurate and complete or (b) provide the Client with the ability to directly amend, correct, delete, add to, cease using or restrict the use of Personal Data relating to such Data Subjects through the Services;

SCHEDULE 3

Annex I – Module 1

This Schedule serves as Annex I to Module 1 of the Transfer Clauses where applicable.

A. List of Parties

Data Exporter

Name: the Vendor entity (or entities) as defined under this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: John Van Arsdale, Data Protection Officer of the Diligent group of companies, privacy@diligent.com

Activities relevant to the data transferred under Module 1 of the Transfer Clauses:

With respect to Module 1 of the Transfer Clauses, Vendor shall provide Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum where such Services include the delivery of Content to the Client.

Role: Controller

Data Importer

Name: the Client entity as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: as identified on this signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Activities relevant to the data transferred under Module 2 of the Transfer Clauses:

Client shall receive Personal Data in the course of receiving Services pursuant to the Agreement and this Addendum where such Services include the delivery of Content to the Client.

Role: Controller

B. Description of the Transfer

Categories of data subjects whose personal data is transferred

The personal data transferred concern the following categories of Data Subjects:

- corporate directors, officers, and employees, as well as others whose activities in each case are a matter of public interest in relation to corporate governance, risk management, and compliance.

Categories of personal data transferred

The personal data transferred concern personal data which may include (without limitation):

- name; job title and level; date of birth; employer; departments; work location; age; gender; remuneration; shareholdings; corporate directorships and tenure; nationality; education (qualification/degree, major, honors, duration); sectoral experience; disciplinary history; peer associations; appearances in publications; photograph.

Special categories of data/Sensitive data transferred (if applicable)

None anticipated.

Frequency of the Transfer

The Personal Data will be transferred on a continuous basis for as long as Client has a valid subscription to the relevant Services, unless otherwise specifically agreed elsewhere between Client and Vendor.

Nature of the Processing

Personal Data shall be transferred to Client by Vendor in the course of Client receiving certain Content as part of the Services where Client has subscribed to such Services.

Purpose(s) of the Data Transfer and further Processing

The transfer is made for the following purposes:

- to provide certain subscription services involving the delivery of Content that may contain personal data of public interest, including reference data and benchmarking related to corporate governance, compensation, and company well-being, as well as curated news content, to Client.

The Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the term of the subscription to the relevant Services and as otherwise agreed upon by the Parties or specifically required by applicable law. Each of Vendor and Client shall be required to follow its own data retention policies, which shall at all times comply with the requirements of applicable law.

C. Competent Supervisory Authority

The competent supervisory authority in accordance with Clause 13 of the Transfer Clauses shall be the Data Protection Commissioner of Ireland.

SCHEDULE 4

Annex I – Module 4

This Schedule serves as Annex I to Module 4 of the Transfer Clauses where applicable.

A. List of Parties

Data Exporter

Name: the Vendor entity (or entities) as defined under this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: John Van Arsdale, Data Protection Officer of the Diligent group of companies, privacy@diligent.com

Activities relevant to the data transferred under Module 4 of the Transfer Clauses:

With respect to Module 4 of the Transfer Clauses, Vendor shall Process Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum, and as further instructed by Client in writing in its use of the Services, specifically including Processing as reasonably necessary and proportionate and, to the extent such Processing by Processors is permitted by Data Protection Laws and Regulations, to achieve Vendor's business purposes.

Role: Processor

Data Importer

Name: the Client entity as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Address: as identified on the signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Contact person's name, position and contact details: as identified on this signature page to this Addendum or in the Agreement that explicitly incorporates this Addendum.

Activities relevant to the data transferred under Module 4 of the Transfer Clauses:

Client shall provide and subsequently receive Personal Data from the Vendor in the course of receiving Services pursuant to the Agreement and this Addendum where such Services involves the Processing Personal Data by the Processor.

Role: Controller

B. Description of the Transfer

Categories of Data Subjects whose personal data is transferred

Client may submit Personal Data to the Vendor, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: Client's customers, business partners, vendors, and other third parties of Client, employees, directors, officers, contact persons, and Users authorized to use the Vendor services.

Categories of personal data transferred

The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data: Name; home address; photograph; professional email address; professional telephone number (including mobile telephone number); personal email address; personal telephone number (including mobile telephone number); data related to transactions including transactions' purposes; tax ID; government identification number; inclusion on a government issued list or watchlist; customer numbers; complaints; bank account details; marketing preferences; IP address; cookie data; login credentials (username and password); traffic data including web logs; images.

Special categories of data/Sensitive data transferred (if applicable)

The Client may, subject to any restrictions set forth in the Agreement, submit special categories of data to the Vendor, the extent of which is determined and controlled by the Client in its sole discretion, and which is for the sake of clarity is Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or sex life or sexual orientation. In any event, any such Personal Data may only be submitted as Client Data. Vendor personnel shall avoid accessing any such Personal Data except where Client specifically elects to provide such Personal Data to Vendor.

Frequency of the Transfer

The Personal Data will be transferred on a continuous basis for as long as Client has a valid subscription to the relevant Services, unless otherwise specifically agreed elsewhere between Client and Vendor.

Nature of the Processing

Vendor will Process Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum on behalf of the Client, and as further instructed by Client in writing in its use of the Services, specifically including Processing as reasonably necessary and proportionate and, to the extent such Processing by Processors is permitted by Data Protection Laws, to achieve Vendor's business purposes.

Purpose(s) of the Data Transfer and further Processing

The transfer is made for the following purposes:

- to provide certain subscription services to Clients outside the EEA, United Kingdom or Switzerland, including where Client may upload Client Data to Diligent's software-as-a-service offerings (which may be hosted within the European Economic Area) and Client then subsequently accesses, exports or otherwise processes the Client Data.

The Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the term of the subscription to the relevant Services and as otherwise agreed upon by the Parties or specifically required by applicable law. Each of Vendor and Client shall be required to follow its own data retention policies, which shall at all times comply with the requirements of applicable law.

Subject Matter of the Processing

The subject matter of the Processing is enabling the Client to receive the value of the Services as contemplated under this Addendum and the Agreement, including enabling the Vendor to deliver support, customer success, and the Services, including enabling the security of Services.

Duration

The Personal Data will be Processed by Vendor for the duration of the Services.