DILIGENT API TERMS AND CONDITIONS

IF YOU SIGN UP FOR OR ACCESS ANY DILIGENT APPLICATION PROGRAMME INTERFACES ("APIs") (WHETHER PAID OR UNPAID), INCLUDING BY EXECUTING AN ORDER REFERENCING THESE TERMS AND/OR ORDERING OR SIGNING UP THROUGH OUR WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

These Terms and Conditions (the "**Terms and Conditions**") together with any Order (defined below) and any other documents incorporated by reference within these Terms and Conditions or an Order (collectively, the "**Agreement**") is entered into by and between **Diligent Corporation** ("**Diligent**") and the legal entity, including its Affiliates (collectively "**Client**") identified in the applicable Order (either online or signable) or if no Order has been signed, the legal entity on whose behalf access is provided. Both Diligent and Client are referred to hereinafter as a "**Party**", and together, the "**Parties**."

1. **Definitions.** Any capitalized terms not otherwise defined herein, shall have the meanings set forth 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.

"**Diligent Service**" means each proprietary software-as-a-service developed by Diligent, as described in more detail in the applicable Documentation.

"**Documentation**" means the training materials, specifications, and technical information regarding any API provided by Diligent (either in electronic form or otherwise), and all other information and User instructions regarding the capabilities, operation, installation and access to the APIs. For the avoidance of doubt, Documentation may be made available through Diligent's electronic services portal.

"**Order**" or "**Order Form**" means an order document that (i) explicitly incorporates these Terms and Conditions, (ii) describes the provision of one or more Diligent Service(s) by Diligent to Client, and (iii) is executed by both Diligent and Client, either by signature or electronically through Diligent's website(s).

"**User**" means an individual identified by Client as authorized to access an API.

2. **Access Right; Restrictions.**

2.1. Access Rights. 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 use the APIs for the sole purpose of integrating a Diligent Service into Client's internal applications. Client shall not use the API except as expressly stated in these Terms and Conditions.

2.2. 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, including the ability to obtain injunctive relief, will apply to such Client Affiliates, and Client will reasonably assist Diligent in enforcing Diligent's rights and remedies against such Client Affiliates.

2.3. Reservation of Rights. Except for the limited rights set forth in Section 2.1 above, Client does not acquire any intellectual property or other rights, express or implied, in or relating to any API. Diligent reserves title, ownership, and all other rights to all APIs. 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 API.

2.4. <u>Restrictions</u>. Client must not, and represents and warrants it will not, use the APIs 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 APIs by its Users and any person that gains access through Client or any of its Users.

2.5. <u>Restrictions on Use.</u> 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 API or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) use the API in any way 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 rights of any third party in connection with use of the APIs or Documentation; (iv) interfere with or disrupt Diligent's software, the Diligent systems, equipment or networks connected to the APIs, or disobey any requirements, procedures, policies or regulations of networks connected to the APIs made known to Client; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the APIs or utilize the APIs for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) circumvent the security of the APIs or any host, network, or account related thereto; (vii) perform any penetration testing on or with respect to the APIs, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the APIs (unless specifically authorized by Diligent in writing); (viii) make any use of the APIs that Diligent reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (ix) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the APIs; or (x) use the APIs, in whole or in part, in any manner that competes with Diligent or its Affiliates.

2.6. Client is responsible for 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 APIs. Client is responsible for promptly notifying Diligent after confirming any actual or reasonably suspected information security breaches affecting the security of the APIs, 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 APIs.

2.7. Client acknowledges that it is not entitled to receive any support from Diligent for the APIs under this Agreement. It is Client's sole responsibility to provide any relevant technical assistance and/or support to its Users.

2.8. The use of the APIs may link 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. Certain features of certain Diligent Services may depend on the availability of these Third-Party Services and the features and functionality they make available. 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. 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. Client and its User irrevocably waive any claims against Diligent with respect to any Third-Party Services.

3. Disclaimers.

3.1. A 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 3.1(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 APIS, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CLIENT'S REQUIREMENTS OR BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, OR AVAILABLE.

D. THE APIS AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CLIENT'S USE OF THE APIS IS AT CLIENT'S OWN RISK.

4. Indemnification. Client will indemnify Diligent against any third party claim arising from the access and use by Client and its Users of the APIs that breaches the terms of this the Agreement. Diligent shall provide prompt written notice of any claim; (ii) grant Client control over the defense and settlement of the claim; and (iii) provide such cooperation as Client may reasonably request with respect to the defense or settlement of such claim. Diligent may participate in the defense with counsel of its own choosing and at Client's cost and expense. Client will not admit liability, take any position adverse or contrary to Diligent, or otherwise attempt to settle any claim or action without the express written consent of Diligent.

5. DISCLAIMER OF CERTAIN DAMAGES.

5.1. SUBJECT TO SECTION 6: IN NO EVENT WILL DILIGENT BE LIABLE OR RESPONSIBLE TO CLIENT 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 (INCLUDING NEGLIGENCE) OR BREACH OF STATUTORY DUTY OR ARISING IN ANY OTHER WAY).

5.2. SUBJECT TO SECTION 6, THE FOREGOING DISCLAIMERS WILL APPLY EVEN IF: (I) DILIGENT 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.

6. LIMITATIONS ON LIABILITY.

6.1. SUBJECT TO SECTION 10.4, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DILIGENT (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 $500.

6.2. SUBJECT TO SECTION 8.3, THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THE AGREEMENT OR ANY ORDERS OR THE APIS WILL NOT ENLARGE OR EXTEND THE LIMITATION ON MONEY DAMAGES.

6.3. Nothing in the Agreement excludes the liability of either Party: (a) for death or personal injury caused by that Party's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any other liabilities that cannot be excluded by law.

6.4. No right of action and other entitlements arising from or pertaining to the APIs 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.

7.   Termination. Client may terminate the Agreement by ceasing use of the APIs. Diligent may terminate the Agreement at any time, at its discretion and without notice. 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 APIs and will delete all Documentation and any Diligent Confidential Information in its possession.

8.   Confidentiality. Client will retain in confidence all non-public information, technology, and materials (including the APIs and Documentation) provided by or on behalf of Diligent (Diligent's "**Confidential Information**"). Client will not disclose the Confidential Information 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. Client may only disclose the 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. Client 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 Confidential Information is protected. Client 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 Client without obligation of confidentiality prior to disclosure by Diligent; (b) was in or entered the public domain through no fault of Client; (c) is disclosed to Client by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the Client without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, Client may disclose such information after providing to Diligent, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to Diligent for which money damages would be an insufficient remedy, therefore Diligentwill be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

9.   Miscellaneous.

9.1.   Conflict. If there is an inconsistency between any of the provisions in the Agreement and any Order, the provisions in the Order shall control.

9.2.   Variations.   Diligent may change, update, add or remove provisions of these Terms and Conditions at any time by posting the updated Terms and Conditions on the Diligent website(s) and by providing a notice on the website(s). Except as otherwise required by law, the updated Terms and Conditions are effective as of the day of posting. If Client does not agree with any of the updated Terms and Conditions, Client must not renew or stop using the APIs. Additionally, Diligent may make changes to the APIs at any time.

9.3.   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.

9.4.   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.

9.5.   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.
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9.6.   Governing Law and Dispute Resolution. The interpretation of this Agreement and all matters related to this Agreement will be construed in accordance with the laws of the State of Delaware, USA, without reference to the choice-of-law provisions of Delaware law. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) (as adopted or as may be adopted in the State of Delaware or any other jurisdiction) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. In any legal action relating to this Agreement, Client agrees to the exercise of jurisdiction over it by a state or federal court in Delaware. Client agrees that, if it brings any such action, it shall do so in state court in Delaware, or in federal court in Delaware

9.7.   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.

9.8.   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 (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. Client hereby consents to receive communications from Diligent in an electronic form. Where Diligent requires that Client provides an e-mail address; Client is responsible for providing Client's most current e-mail address. In the event that the last e-mail address Client provided to Diligent is not valid, or if for any reason Diligent is not capable of delivering to Client any notices required/ permitted by the Agreement, Diligent's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Evidence of successful transmission shall be retained.

9.9.   Entire Agreement. The Agreement, together with any other applicable Product Terms identified at https://diligent.com/product-terms and all legal documents herein incorporated by reference, contain 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.

9.10.   Privacy. Each Party will comply, to the extent applicable, with data protection laws, including but not limited to U.S. privacy laws, and the General Data Protection Regulation (EU) 2016/679 ("GDPR") of the European Parliament and of the Council, and any implementation thereof in national law. To use the Diligent Service(s), Diligent's Data Protection Addendum is also available at https://diligent.com/data-processing-addendum, the terms of which as of the Effective Date are hereby incorporated into this Agreement by reference. Client may separately elect to execute such Data Protection Addendum provided that Client returns a copy of such Data Protection Addendum to Diligent at privacy@diligent.com.

9.11.   Force Majeure. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including: acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign governments; network and/or computer failure or shortage of supplied materials ("**Force Majeure Event**"); provided that the affected Party makes a reasonable attempt to remove the impact of the Force Majeure Event as soon as reasonably possible. Either Party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

9.12.   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 API in breach of Export Control Laws.

9.13.   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.

9.14.   No Assignment or Delegation. Client may not (i) assign the Agreement or rights to the APIs, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of Diligent. Any attempted assignment in contravention of this provision will be null and void. The Agreement will be binding on all permitted assignees and successors in interest. Diligent may freely assign or subcontract its rights or obligations under this Agreement.

9.15.   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).

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

9.17.   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.

9.18.   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.

9.19.   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.