

The following additional product terms apply when the Client purchases access to the Diligent Services identified as **PEP Desk®**, **Sanction Lists**, **Watchlists & Blacklists**, **State Owner Enterprises (“SOE”)**, **Country Risk Matrix/Country Rating Model**, **PIL List®**, **Compliance Database - Brazil Lists**, **- Mexico Lists – Colombia Lists – Human Rights Lists – Other Lists and/or info4C Research Kiosk, info4C or similar branding** (and any references to “Diligent Service” on this page shall be understood to refer only to such Diligent Service):

- A. For the avoidance of doubt, all of the above-mentioned Diligent Services are each a Content Service as defined under the Agreement. Client acknowledges and agrees that, if applicable, data entered into (or otherwise submitted through one of these Diligent Services) shall not be treated as Client Data (or similar terms) as defined under the Agreement. Diligent shall use reasonable measures to secure any such data.
- B. The following terms shall apply if any such Diligent Service as defined above is identified in an Order Form:
 1. XML, TXT or CSV data deliveries are accessible via a unique secure static download link provided which requires basic authentication (username/password), each new update which is made available is confirmed by sending update notification emails to contacts specified.
 2. If the Diligent Service contains data which is delivered via a download link, the Diligent Service shall be considered as having been fully delivered by Diligent as soon as the download link enabling access to the information and the log in information (username and password) have been sent by Diligent to Client (or to a third party as identified by the Client).
 3. Diligent shall not be responsible for any delays in providing a Diligent Service in accordance with B2 of these Product Terms unless the Parties have agreed in writing on a specific delivery date such Diligent Service and Diligent has not fully provided such Diligent Service (in accordance with B2 of these Product Terms) either by such delivery date or within a reasonable grace period following such delivery date.
 4. When the Diligent Service is defined as **PEP Desk®**, **Sanction Lists**, **Watchlists & Blacklists**, **State Owner Enterprises (“SOE”)**, **PIL List®**, **Compliance Database - Brazil Lists**, **- Mexico Lists – Colombia Lists – Human Rights Lists – Other Lists** the following usage and pricing definitions shall apply:
 - a. A “Transaction” is defined as checking one name (e.g. the name of a person, a company, etc.) against a single database, regardless of whether this name has been previously checked by Client within any given contractual year.
 - b. “Names to Check” are the total number of names which are checked against a single database within one contractual year, regardless of whether they are checked once or more times during the year.
 5. When the Diligent Service is defined as **Country Risk Matrix or Country Rating Model** the following usage and pricing definitions as per Section B of the Order Form shall apply:
“Updates per Year” are defined as the maximum number of updates possible in any given year.
 6. When the Diligent Service is defined as **Research Kiosk** the following usage and pricing definitions as per Section B of the Order Form shall apply:
“Maximum Searches per Year” are defined as the maximum number of searches possible in any given year.