

## Diligent Boards Product Terms:

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

These terms reflect Specifications for the Diligent Boards platform (where applicable).

### Overview

The Diligent Service identified as Diligent Boards provides an internet-based platform that enables Client to manage its board and other materials through a site dedicated to Client Data (Client’s “**Diligent Boards Site**”). Client’s Diligent Boards Site is a secured location in the Diligent Service which is designed to be accessed only by authorized Users with unique login credentials. The Client’s administrative staff prepares the meeting materials, which are then uploaded through the Diligent Service web application. Those materials can be accessed and viewed by Users electronically, in a format that can be accessed through the Client Software or a standard web browser. The Order Form reflects Client’s chosen access rights. For clarity, Content Services are separate from Diligent Boards and are not within scope of this Exhibit.

### 1. Assigned Groups

**Site:** A Diligent Boards Site for a number of Users of the Diligent Service with access to a set of uploaded materials.

**Committee:** A meeting group within the Site that permits more limited access to certain materials for a particular group of Users.

### 2. User Types

**Users (Board Members/Executives):** Users with the ability to view the Client’s documents using a supported web browser or Client Software.

**Administrators:** Users with the ability to upload, collate, print, view, approve and publish Client’s Board and Committee documents.

### 3. Additional Capabilities

**Premium Questionnaires:** Diligent Premium Questionnaires moves evaluations, assessments, questionnaires and reporting into one convenient, secure, online location in real-time, reducing the time and resources required to fulfill these responsibilities.

**Messenger:** Diligent Messenger can be used to maintain control over confidential communications, distribute documents and files for faster and easier collaboration, and ensure a rapid response through the Diligent Messenger Client Software.

**Minutes Module:** This module enables Client to enhance minute taking with a tool that is integrated with Diligent Boards and enables Client to take minutes, assign action items and conduct the minutes review process in a single tool.

**Diligent Nominations:** This Content Service is separate from but supplements the Diligent Boards service offering by providing proprietary governance analytics and information about companies and individuals.

*For the avoidance of doubt, only those access rights listed in the Order Form are included in the pricing selected under the relevant Agreement. For the avoidance of doubt, future additional access rights*

*offering new functionality may be made available at additional cost. A Diligent representative can provide pricing for access rights not listed in the Order Form.*

#### **4. Access for Administrators**

The Diligent Service allows all designated Administrators, i.e., the company secretary and administrative personnel, to upload, collate, print, view, approve and publish the Client's board, committee and meeting group documents with Web Admin, as currently available at [web.diligentboards.com](http://web.diligentboards.com).

#### **5. Access for Users**

Each User can access the Diligent Boards Site with unique login credentials through the Client Software and supported web browsers (i.e. Director Web, currently available at [director.diligentboards.com](http://director.diligentboards.com) or iOS Apps).

#### **6. Implementation Process**

After execution of this Agreement, Diligent offers a comprehensive onboarding process which includes:

- An onboarding plan to support the priorities, objectives and timelines of the client and sets milestones and goals for both Diligent and Client to ensure successful adoption of the Diligent Service. Client shall reasonably cooperate with Diligent in order to implement all Diligent Services included in the Client's subscription.

*Implementation timeframes may vary depending on the Client's unique requirements and scope of products subscribed to, but typically range from 4-6 weeks from commencement to completion.*

#### **7. Training and Support**

Diligent training for Users includes:

- Administrator training focuses on all aspects of Diligent Boards that Administrators will use to successfully manage Board, Committee, and other group meetings, and securely support Board and group activities beyond the boardroom, including user & site management.
- Director/Executive/End User training ensures your users can access, navigate and annotate their materials with ease, locate historical and resource materials, submit votes/resolutions, and securely access meeting details.

The Diligent "Help Center" provides for quick, easy access to a series of self-help tools, tutorials and "how to" video guides from within the Diligent Service (i.e. Web Admin, Web Director and iOS Apps).

Diligent Customer Support provides email and phone support 24/7/365 to assist all user types with Diligent Boards-related queries.

*Support calls may be recorded for quality assurance.*

#### **8. Updates**

Updates to the Diligent Service and Client Software are included **at no additional cost**.

#### **9. Failover / Backup**

The Diligent Service includes a fault tolerant system configuration that is included **at no additional cost**. Client Data will reside on the Client's Diligent Boards Site in a primary data center, which is replicated to a secondary data center continuously. Each data center is capable of delivering the Diligent Service. Additionally, each data center is built with hardware and network redundancy to offer continuous delivery of the Diligent Service. System availability is continuously monitored and failover is initiated if a primary data center becomes unavailable.

#### **10. Security**

Diligent uses encryption algorithms, consistent with generally-accepted standards and practices adopted and implemented by software-as-a-service ("SAAS") providers, designed to limit unauthorized access to Client Data. Each User will have a unique User ID and password which will be required for the User to access Client's Diligent Boards Site. Diligent enforces password strength requirements, including frequency of password changes, according to Client's request.

Diligent uses a layered approach to security architecture, making use of firewalls, intrusion prevention systems, reverse web proxies, web application firewalls, and segregation of specific application functions to provide security and integrity of the overall environment.

Upon request, more detailed information on Diligent's extensive security measures and protocols can be provided. Technical questions may be addressed to the appropriate salesperson or account management teams, who will engage the appropriate persons from Diligent's network, security and operational departments.

#### **11. Client Requirements**

In order to use the Diligent Service, Client and Users must satisfy Diligent's minimum technology requirements, which, as of the Effective Date, are available at [www.diligent.com/tech-specs](http://www.diligent.com/tech-specs). The URL where such requirements are stored may change, but a current version of Diligent's minimum technology requirements is available from Diligent at any point upon request. All subscription costs for wireless and WiFi services must be covered by the Client / User.

#### **12. Documentation**

Diligent will provide Client with access to the Diligent "Help Center" for quick, easy access to information relating to the Diligent Service and Client Software.