

Diligent Accuvio™ and/or Diligent ESG™ Product Terms:

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

The Diligent Service branded as Diligent Accuvio and/or Diligent ESG offers sustainability software-as-a-service for Client’s Users. This Diligent Service is also a Reporting, News, and Education Service and includes data sourced from Third-Party Providers.

The Diligent Service may include specific measures and metrics around emissions factors, energy conversion, or related data. Except to the extent (if any) explicitly permitted by this Agreement, the Client shall ensure that the emissions factors, or the energy conversion values contained within the Software’s reports are not exported for use elsewhere, or disclosed to third parties or published in any public forum, document, or website, including by any user or third party who has access to the Software. Client agrees to indemnify Diligent and its Third-Party Providers for any loss, including loss of data and loss of revenue and any other claims, actions, damages and costs occasioned to, or suffered by, Diligent and/or its Third-Party Providers that result from Client’s breach of the restrictions set out in these Product Terms.

If requested by Client after termination of the Agreement for the Diligent Service, 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. 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 eighty (180) days from the termination date unless Diligent has specifically agreed otherwise in writing (and notwithstanding anything to the contrary under the General Terms and Conditions).