

DUN & BRADSTREET AUSTRIA GMBH

# Service specific terms

# D&B DATA BLOCKS, D&B FINANCE ANALYTICS, D&B INDUEd, D&B RISK ANALYTICS AND D&B RISK ESSENTIALS

## § 1 Subject of D&B Data Blocks, D&B Finance Analytics, D&B indued, D&B Risk Analytics and D&B Risk Essentials

D&B Data Blocks, D&B Finance Analytics, D&B indued, D&B Risk Analytics (D&B Risk Analytics Supplier Intelligence, D&B Risk Analytics Compliance Intelligence) and D&B Risk Essentials enable the retrieval of information from Dun & Bradstreet databases. Depending on the options available in the product concerned, access to the data or databases shall be provided either by data provision and retrieval from an exchange server or via an interface to be integrated by the customer into its IT system environment or via an online platform provided by Dun & Bradstreet.

## § 2 Data Blocks usage rights

The data provided is only allowed to be used in business areas where the D&B Data Blocks agreement defines. No other types of use are permitted. In this sense, with the license domain:

1. "Sales & Marketing", the data may only be used for distribution and advertising purposes. This includes, for example, scenarios like mailing lists, segmentation analysis, campaign management,

call center management, lead generation, sales channels management, sales automation, customer acquisition and customer order entry;

2. "Finance", the data may only be used for credit screening and receivables analysis and management. This includes, for example, credit scoring of existing and potential business partners, e-commerce payment, risk checks and balance sheet analysis for merger and acquisition evaluations;
3. "Supply", the data may only be used supplier and vendor management, particularly for supply chain analysis, supplier evaluation, inventory, logistics and procurement management and accounts payable analysis and management;
4. "Compliance", the data may only be used for managing enterprise risk across business partners and securities and complying with government or industry regulations and internal controls;
5. "Enterprise Master Data", the data may only be used for company-wide use of data in the master data context, such as process automation, data cleaning and standardisation.

All licence domains except "Enterprise Master Data" are also available as special restricted variant "Analytical". In these cases, data may be used for analytical purposes only (such as developing and analytical model, for instance). Not allowed is any commercial use such as taking business decisions or sustained assumption of the data into the Customer's IT systems.

### § 3 Pricing

(1) The ongoing data retrieval for the services included in D&B Data Blocks, D&B Finance Analytics, D&B induED, D&B Risk Analytics and D&B Risk Essentials is deducted from the usage credit purchased by the Customer will be charged against a right of use acquired by the client, unless another type of settlement is specified in the order document ("records under management"). The credit account is kept in records and contains two separate quotas, one for European and one for non-European records. The quotas are charged as follows:

1. As a general rule, each retrieval of a record under management for a D&B D-U-N-S Number (e.g. retrieval of a record or registration for the monitoring service) reduces the usage credit by one retrieval.
2. The basic rule under no 1 excludes repeated retrievals for the same D&B D-U-N-S Number within the current contract year, i.e. a record under management or its latest version can be retrieved as often as required until the end of the current contract year without being calculated again.
3. For each record for which the Customer has activated the monitoring function, its quota is charged at the beginning of a new contract year in the amount of one retrieval.

For further details on which services count as call-off and which countries in particular are assigned to the billing category "European countries" and "non-European countries" can be found in the respective service contract and the associated order documents.

(2) The purpose of additional services outside the scope of the product ordered is offset against credit purchased by the Customer. In the case of D&B Data Blocks, this credit account is referred to as an "add-on" and is managed in units (retrievals); in the case of D&B Finance Analytics, D&B

Risk Analytics and D&B Risk Essentials, the credit for additional services is called the "wallet" and is managed in euros. Each use of an additional service (e.g. ordering research or calling up a Country Insight Report) reduces the credit by one retrieval (for D&B Data Blocks) or by the corresponding price in euros (for D&B Finance Analytics, D&B Risk Analytics and D&B Risk Essentials).

### § 4 Quota amounts and duration of usage

(1) The data usage and quotas are valid for one contract year. The amount will be agreed based on demand at the start of the contract in consultation with the Customer. If no change to the quota is agreed before the end of a contract year and neither party has terminated the contract within the time limit, the same credit amounts are due and issued for the subsequent contract year as for the current contract year.

(2) No transfers of offsets may be made between the individual quotas and credit balances.

(3) Unused data usage and credits expire at the end of the contract year for which they were issued.

### § 5 Settlement of services in the event of a quota being exhausted (overuse)

If the Customer's quota agreed for the current year has already been used up, the Customer may still use the contractual services. Dun & Bradstreet will then charge the excess usage separately each month until the end of the contract year, based on the price list agreed with the Customer for this purpose

# D&B HOOVERS AUDIENCE BUILDER, D&B HOOVERS VISITOR INTELLIGENCE ADD-ON AND D&B REV.UP ABX FOR WEB

## §1 Purpose of D&B Hoovers Audience Builder, D&B Hoovers Visitor Intelligence Add-on and D&B Rev.Up ABX for Web

D&B Hoovers Audience Builder, D&B Hoovers Visitor Intelligence add-on and D&B Rev.Up ABX for Web are services for identifying business users visiting company websites based on their IP-address. D&B Hoovers Visitor Intelligence add-on can be purchased optionally for D&B Hoovers, whereas D&B Hoovers Audience Builder and D&B Rev.Up ABX for Web can be purchased as stand-alone solutions.

## §2 Obligations of the customer to co-operate

(1) Customer will be entitled to and issued by Dun & Bradstreet with one unique set of credentials for a Tag (HTML tag, Javascript, pixels or similar code) integrated in the customer's online services with capability to collect the IP addresses of the services' visitors. Customer shall install the Tag and transfers IP addresses to Dun & Bradstreet for matching to, or creating data from, D&B Data to identify visitor data attributes on behalf of Customer.

(2) It is in the responsibility of the customer to meet the necessary technical requirements for using the Tag, assure its compatibility with the customer's online service and comply with Dun & Bradstreet's reasonable updates and instructions necessary for the continued operation of the Tag.

## §3 Provision of data by D&B

Dun & Bradstreet will deliver the data resulting from the match and enhancement:

- (1) In case of D&B Hoovers Audience Builder and D&B Hoovers Visitor Intelligence add-on, to customer's product interface;
- (2) In case of D&B Rev.Up ABX for web, to the D&B Rev.Up ABX for Web interface or customer's web analytics, depending on the customer's settings.

- (3) For D&B Rev.Up ABX for Web only: At its option, customer may use a third-party service (e.g., Google Analytics, Adobe Analytics) by establishing a connection between and among the D&B Rev.Up ABX for Web platform and such third-party provider service. Use of any third-party provider service with the D&B Rev.Up ABX for Web platform is subject to separate terms and conditions between customer and the relevant provider; Dun & Bradstreet shall have no liability to customer for the use of data by any third-party provider as well as for the suitability of certain third-party services for the use cases intended by the customer.

## §4 Overrun

D&B Hoovers Audience Builder, D&B Hoovers Visitor Intelligence add-on and D&B Rev.Up ABX for Web include an amount of contracted page views per calendar month and customer. In the event of a usage limit being exhausted, Dun & Bradstreet reserve the right to stop providing the contractual services until a new month with a fresh usage limit has started.

## §5 Privacy

For the integration of the Tag into its online services and the collection and provision of visitors' IP addresses to D&B the customer is Controller within the meaning of data protection law (Art. 4 para. 7 GDPR). D&B acts as the customer's Processor (Art. 4 para. 8 GDPR) when carrying out the data matching and identifying the IP address holders. The rights and obligations under data protection law among the contracting parties are concretized by a separately concluded data processing agreement (Art. 28 GDPR).