

DUN & BRADSTREET DEUTSCHLAND GMBH

Service specific terms



A. D&B Credit and D&B Direct for Finance

§ 1 Purpose of D&B Credit and D&B Direct for Finance

D&B Credit and D&B Direct for Finance enable information to be retrieved from the Dun & Bradstreet data-bases. For D&B Credit, access to the databases is granted through an online platform provided by Dun & Bradstreet, and for D&B Direct for Finance through an interface to the Dun & Bradstreet databases to be integrated by the Customer into its IT system environment.

§ 2 Pricing

D&B Credit and D&B Direct for Finance are available at different tariff levels. All levels allow access to the same databases but differ in how far the data retrievals are covered by a quota paid at a fixed price ("annual flat rate" or "flat rate") or are billed separately according to usage.

§ 3 Annual flat rate

(1) The annual flat rate is based on demand and agreed in consultation with the Customer at the start of the contract, so that it reflects the Customer's anticipated

data require for a 12-month period. If the value of the services used by the Customer exceeds the originally estimated annual requirements by a certain amount, Dun & Bradstreet may terminate the contract exceptionally or continue it subject to an agreement to amend the conditions; until then, any services that exceed the original estimate will be charged separately. The limit up to which the flat rate covers is indicated by the usage value specified in the contract. The amount up to which the data retrievals are deducted from the annual flat rate is determined by the price list agreed with the Customer. The annual flat rate is due in advance of each contract year.

(2) The costs for services outside the scope of the annual flat rate are settled after actual usage against a pre-paid credit balance. For this purpose, the Customer shall purchase credit quotas in euros in advance. Any unused credit will expire at the end of the contract year in which it was purchased. If there is no sufficient credit available, Dun & Bradstreet may continue to provide services, which are then invoiced monthly afterwards.

§ 4 Additional services

The costs for services outside the scope of the annual flat rate are settled after actual usage against a pre-paid credit balance. For this purpose, the Customer shall purchase credit quotas in euros in advance. Any unused credit will expire at the end of the contract year in which it was purchased. If there is no sufficient credit available, Dun & Bradstreet may continue to provide services, which are then invoiced monthly afterwards.

§ 5 Costs for repeated retrievals and follow-up notifications (alert service)

(1) Subject to availability, the Customer may receive information by email or message to its online mailbox if certain changes have occurred to a record ("company") in the Dun & Bradstreet data set. This feature can be

1. enabled in D&B Credit by the Customer marking a company as part of the retrieval or upload for inclusion in its contract portfolio, and deactivated by removing the record from the portfolio;
2. managed in D&B Direct for Finance, either through an Amazon S3 bucket or through a Secure File Transfer Protocol (SFTP), depending on which variant the Customer registers for.

(2) A retrieved company report or its latest version can be retrieved again as often as required until the end of the current contract year without being calculated separately. Upon the beginning of the following contract year, the costs per portfolio record are automatically calculated (either from the flat-rate quota or as a separate additional service, depending on the agreed rate) for each company in the portfolio. If the relevant report or its updated version is also retrieved, the costs for the company report – minus the costs already calculated for the portfolio record (either from the flat-rate quota or as a separate additional service, depending on the agreed rate) – are payable once within the new contract year. Thereafter, the latest reports can be retrieved as often as required during the current contract year without being calculated separately.

B. 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 for 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 standardization.

All license 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 an 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 or 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.

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 purchase 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 or 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.

§ 6 Third Party Providers

Dun & Bradstreet may make use of third party providers in its provision of some portions of this services, including to "Kyckr Ireland Limited" where the Registry Intelligence Module is selected, "SecurityScorecard" where the Cyber Risk Module is selected, "Dow Jones/Factiva Limited" where the Ad Hoc Screening Module is selected and "Data Bricks Inc." for the processing and monitoring of data blocks. Dun & Bradstreet reserves the right to change a third party provider at its discretion. Where Dun & Bradstreet does so, it will notify Customer accordingly, for instance via the Risk Analytics portal.

C. D&B Data Integration Toolkit

§ 1 Purpose of D&B Data Integration Toolkit (“DIT”)

D&B Data Integration Toolkit (“DIT”) is an interface for retrieving information from the Dun & Bradstreet databases, to be integrated into a Customer’s system environment. Subject of the DIT contract is solely the provision of the data services. The integration of the interface into the Customer’s IT system is not part of the contractual services, but is the responsibility of the Customer.

§ 2 Pricing

(1) DIT is settled on the basis of a pre-paid usage quota, which is, depending on the specific data product, either made up of “retrievals” (also called “units”) or “credits”. Services may be accessed through the DIT interface as long as the Customer has a sufficient usage quota. In the case of data products invoiced by credits, with each service retrieval the credit quota is reduced by the quantity of credits that are due according to the price list agreed with the Customer (“credits table”) for the service in question. In the case of data products that are billed by retrievals, the credit quota is reduced by one retrieval each time a service is performed in the sense of per-item billing.

(2) The credit quota purchased with the DIT contract is available to the Customer for a period of twelve months. Any unused credit after that period expires and is not replaced. At the beginning of the new contract year, a credit quota in the original amount will be added to the Customer’s user account, which will then be available again for a period of twelve months.

(3) If the usage quota is used up before the end of the twelve-month period, the Customer may purchase additional credits or retrievals at any time (“subsequent purchase”). These will then be available together with any credit remaining in the account until the end of the current contract year. The additional credits purchased cannot be carried over when the contract is renewed; the contract is extended only to the amount of the original credit quota (see paragraph 2).

(4) If Dun & Bradstreet, either expressly or tacitly by further provision to the Customer, permits the continued use

of the contractual services, despite its credit balance having been used up or the contract period having expired, the services used will be subsequently invoiced to the Customer on a monthly basis. Dun & Bradstreet is entitled to discontinue the provision of services following overuse at any time.

§ 3 Costs for follow-up notifications (early warning system and monitoring)

(1) Subject to availability of the function, the Customer may receive information as a follow-up notification if certain changes have occurred to a data record (“company report”) in the Dun & Bradstreet data set. The Customer can determine whether the feature is activated and whether it should be automatically extended after 12 months individually for each company when a company report is retrieved.

(2) If the Customer does not opt out of automatic renewal when enabling the early warning system, the early warning system will run for an indefinite period of time for each company report for which it was set up and will be billed every twelve months. The early warning system is terminated when the Customer disables this feature for the company report in question; it also ends automatically when the existing DIT usage contract between the Customer and Dun & Bradstreet is terminated (see section 2 herein).

(3) The price of the early warning system consists of the cost of the change notifications as such, which are incurred when the feature is activated and, in the case of automatic renewal, at the beginning of each new 12-month period. The usual costs for data retrievals (see section 3 para. (1)) are added if the Customer decides to retrieve the complete company report again in addition to the notification of changes.

§ 4 Costs for research

If the Customer orders research for a company that is not or is not currently available in the Dun & Bradstreet databases, additional costs are incurred in addition to the costs for the company report delivered as the research result if the Customer has commissioned urgent research. The cost of urgent research depends on the country in which the company to be searched is based. Details can be obtained at any time from Dun & Bradstreet. A standard report (“D&B Business Information Report”) is always supplied and billed as the research result.

D. D&B Direct for Compliance and D&B Onboard

§ 1 Purpose of D&B Direct for Compliance and D&B Onboard

D&B Direct for Compliance and D&B Onboard each enable information to be retrieved from the Dun & Bradstreet databases, either by connecting to an interface directly integrated in the Customer's IT system environment (D&B Direct for Compliance) or through the retrieval screen provided by Dun & Bradstreet (D&B Onboard).

§ 2 Pricing

(1) D&B Direct for Compliance and D&B Onboard are available at different tariff levels. All levels allow access to the same databases, but differ in that the data retrievals are either covered by a quota paid at a fixed price ("annual flat rate") or are billed separately according to usage.

(2) If the Customer is activated for both D&B Direct for Compliance and D&B Onboard, the annual flat rate can be used across both products; quotas from D&B Direct for Compliance contracts can also be used for retrievals through the D&B Onboard online platform and quotas from D&B Onboard contracts can also be used for retrievals through the D&B Direct for Compliance interface.

§ 3 Annual flat rate

The annual flat rate is demand-based and agreed in consultation with the Customer at the start of the contract, so that it reflects the Customer's anticipated data

requirements for a 12-month period. This calculated annual requirement, plus a safety buffer of up to 25%, forms the usage value for a contract year. If the value of the services used by the Customer exceeds the usage value, the excess services are billed separately. Dun & Bradstreet reserves the right to terminate the contract exceptionally in such cases or to continue it subject to an adjustment of the conditions, in particular the agreement of a higher annual requirement. The amount up to which the data retrievals are deducted from the annual flat rate is determined by the price list agreed with the Customer. The annual flat rate is due in advance of each contract year.

§ 4 Additional services

The costs for services outside the scope of the annual flat rate are billed after each month, but no later than as a collective settlement at the end of the contract year. The price list agreed with the Customer forms the basis for deducting the services from the Customer's usage quota and for billing the additional services.

§ 5 Costs for repeated retrievals and follow-up notifications

Subject to the availability of the function, the Customer may request a follow-up notification if certain changes have occurred to the Dun & Bradstreet data set (alert service, early warning system and monitoring). The feature can be activated or terminated individually for each company data record. For the data sets for which this is activated, the changes can then be retrieved free of charge until the end of the current contract year; only a new retrieval of the complete report is chargeable in such cases. At the beginning of the following contract year, a retrieval (either from the flat-rate quota or as a separate additional service, as agreed) will be calculated for each company for which the alert service was activated at the end of the previous contract year.

E. D&B Direct for Master Data

§ 1 Purpose of D&B Direct for Master Data

D&B Direct for Master Data enables information to be retrieved and transferred from the Dun & Bradstreet databases to a system environment of the Customer through an online interface. The object of the D&B Direct for Master Data contract is exclusively the provision of the data services by Dun & Bradstreet. The integration of the interface into the Customer's IT system (e.g. into an SAP environment) is not part of the contractual services, but is the responsibility of the Customer. Details of the current technical requirements for connecting to the system can be found at <https://directplus.documentation.dnb.com/>.

§ 2 Pricing

D&B Direct for Master Data is available at different tariff levels. All levels allow access to the same databases, but differ in that the data retrievals are either covered by a quota paid at a fixed price ("annual flat rate") or are billed separately according to usage.

§ 3 Annual flat rate

The annual flat rate is based on demand and agreed in consultation with the Customer at the start of the contract, so that it reflects the Customer's anticipated data requirements for a 12-month period. This calculated annual requirement, plus a safety buffer of 100%, forms the usage value for a contract year. If the number of data retrievals made by the Customer exceeds the usage value, the additional services are invoiced separately. Dun & Bradstreet reserves the right to terminate the contract exceptionally in such cases or to continue it subject to an adjustment of the conditions, in particular the agreement of a higher annual requirement. The annual flat rate is due in advance of each contract year.

§ 4 Additional services

The costs for services outside the scope of the annual flat rate are billed after each month, but no later than as a collective settlement at the end of the contract year. The price list agreed with the Customer forms the basis for deducting the services from the Customer's usage quota and for billing the additional services.

F. 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 option- ally 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 be- half 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 ser- vice 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

(1) 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.

(2) 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; D&B 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 ad- dresses to D&B the customer is Controller within the meaning of data protection law (Art. 4 para. 7 GDPR respectively Art. 5j FADP in Switzerland). D&B acts as the customer's Processor (Art. 4 para. 8 GDPR respectively Art. 5k FADP in Switzerland) 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 respectively Art. 9 FADP in Switzerland).