dun & bradstreet

DUN & BRADSTREET DEUTSCHLAND GMBH

DUN & BRADSTREET AUSTRIA GMBH

DUN & BRADSTREET SWITZERLAND LTD.

Service specific terms



Public

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 Credit for Finance enable information to be retrieved from the Dun & Bradstreet databases. 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

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.

§ 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 the local currency of the responsible D&B entity 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.

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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 D&B 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 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

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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 the local currency of the responsible D&B entity. 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 the local currency of the responsible D&B entity (for D&B Finance Analytics, D&B Risk Analytics and D&B Risk Essentials).

§ 4 Quota amounts and duration of usage

(1) (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 uses third-party service providers to provide parts of these services, including "Kyckr Ireland Limited" when the Registry Intelligence Module is selected, "SecurityScorecard" when the Cyber Rist Module is selected, and "Dow Jones/Factiva Limited" when the Ad Hoc Screening Module is selected. Dun & Bradstreet reserves the right to change a third-party provider at its sole discretion. In this case, the customer is informed accordingly, for example via his Risk Analytics portal.

§ 7 D&B Data Blocks Monitoring

Dun & Bradstreet also uses third-party providers to process and monitor data sets. These are amongst others the cloud platform providers "Data Bricks Inc.", "Snowflake Inc.", Microsoft Fabric and "Google BigQuery Cloud Connector. Once the D&B data has been uploaded to the cloud platform, all liability of Dun & Bradstreet ends.

The Customer guarantees that all D&B data in the cloud platform will be deleted as soon as the contract for the D&B Data Blocks ends.

If monitoring is used through these cloud platforms, the contracted services must be provided by the third-party provider. If multiple license types have been purchased, the D&B data must be stored in separate instances (e.g. D&B Data Blocks for Compliance and D&B Data Blocks for Sales and Marketing must not be loaded into the same table, where the data cannot be separated by license type).

§ 8 D&B. AI Data Package

The D&B.AI Data Package includes Dun & Bradstreet's AI offering. The following explains the individual components of the D&B.AI Data Package:"Agent-ready Data", "Agent-ready Answers" and ChatD&B describe the permitted use of generative artificial intelligence.

For the purposes of this Agent-ready Data and Agent ready Answers, the following terms shall have the following

meaning:

(1) Definitions

"Agentic AI" means software systems, models or applications that employ Gen AI to autonomously perform specified tasks, make decisions, or take actions with limited or no direct human interaction based on predefined objectives, learned patterns, or contextual data inputs;

"Gen AI" means an artificial intelligence technology that exists now or may be developed in the future that: (i) is trained on data, (ii) interacts with a person using text, audio, or visual communication, and (iii) generates non-scripted outputs similar to outputs created by a human, with limited or no human oversight;

"Permitted Machine Learning" means statistical, regression, classification and/or decision tree based machine learning models: (i) that enable computer systems to perform specific tasks by learning from and making predictions or decisions based on pattern recognition and inferential learning, (ii) where full analysis, reasoning, and output is visible, comprehensible, traceable, and explainable with no hidden or obscured determinations in producing the output, and (iii) that do not develop a substitute, replace, replicate and/or obviate the need for the Information;

"Augmenting" or "Augmentation" means inputting, referencing, or otherwise entering the Information at Runtime, and solely as Read-Only Context, for the limited purpose of enhancing, informing, contextualizing, constraining, or guiding outputs or actions (i.e., Retrieval Augmented Generation (RAG)). Augmentation Includes the use of embedded Gen AI features within proprietary or third-party software, such as Salesforce Einstein™ or Microsoft Copilot™);

"Grounding" means the use of Information to align Gen AI outputs with verified and contextually relevant data, for the purpose of improving factual accuracy, reliability, and relevance of such outputs. Grounding does not include training or fine-tuning Large Language Models (LLMs);

"Read-Only Context" means the model can access Information only at prompt or query time, and only for retrieval, without modifying itself or memorizing the data;

"Runtime" means the period during which Information may be used solely for executing a prompt or query and not memorized or reused outside a single prompt or query;

"Variations" means information based upon, developed from, or otherwise incorporating all or any part of the Information, and which retains or conveys all or any portion of the original meaning, insight, analytical value, content, or conclusions of the Information.

Customer may, in connection with the authorized use case set forth in this Order, and subject to the restrictions set forth in Sections, use Information accessed via D&B's MCP server with Gen AI solely for internal use, including in connection with: (a) Permitted Machine Learning, (b) embedded Gen AI features within proprietary or third-party software (e.g. Salesforce Einstein or Microsoft Copilot), (c) Agentic AI tools; and (d) retrieval-augmented generation (RAG) or similar techniques (e.g., for summarization, translation, classification, analysis, generating internal reports or insights, and supporting internal decision-making or workflows.)

1. Augmentation Use License: Customer is not authorized to use Information for Augmentation purposes unless Customer has purchased the applicable D&B.AI Package with respect to that Information. If Customer has purchased a D&B.AI Package, then Customer will be permitted to make use for Augmentation purposes solely in connection with the permitted uses set forth in this Order and subject to the Restrictions section immediately below, Customer may use the Information provided as part of the D&B.AI Package for Augmenting and Grounding the outputs of Customer's instances of pre-trained Gen AI models and Agentic AI tools (including embedded Gen AI features within proprietary or third-party software, such as Salesforce Einstein™ or Microsoft Copilot™). To ensure compliance with Applicable Law, as defined in the MA, Customer must obtain separate written permission from D&B before using any D&B-provided Consumer Data, Contact Information, or other Personal Data under this Augmentation Use License.

2. Customer shall not, and shall not permit any third party to: (a) use the Information or Variations to develop, train, fine-tune, customize or otherwise enhance, improve or optimize any Gen AI, (b) store, retain or memorize, except for the permitted use identified in, and solely during the term of, this Order, the Information or Variations; or (c)

commercialize, or distribute any output that is based on or derived from the Information or Variations.

Information received in response to an Agent-Ready Data request will be counted against Customer's RUM under the specified D&B Data Blocks License.

(2) ChatD&B

ChatD&B for Data Blocks is a conversational generative AI tool which delivers responses to natural language questions about D&B data, products, and business. The capability empowers users to deep dive easily and efficiently into licensed business entity data.

Information received by Customer in response to a ChatD&B request will be counted against Customer's RUM under the specified D&B Data Blocks License.

Output from ChatD&B may not be automatically or programmatically extracted or imported into other production systems.

D&B is committed to the ethical and responsible use of AI as detailed in our Privacy, Data Transparency, and AI Trust Centre (https://www.dnb.com/about-us/data-transparency/ai-systems.html).

Consistent with the AI System Card specified therein, and provided that no Customer inputs or queries will be used for training the AI Foundational Models set forth in the System Card, Customer authorizes D&B to use its inputs, queries, and Feedback in the development of ChatD&B and in the form of written and digital materials made available to third parties, including but not limited to advertising, publicity and marketing materials, and system cards provided that Customer will not be identified in any way.

"Feedback" means any suggestion, comment, idea, concept, information or communication relating in any manner to the Service which is given or communicated directly or indirectly by Customer to D&B. Customer may, but is not obligated to, provide Feedback to D&B

All such Feedback will be the sole and exclusive property of D&B and Customer hereby irrevocably assigns to D&B and agrees to irrevocably assign to D&B all of its right, title, and interest in and to all Feedback, including without limitation all worldwide intellectual property and proprietary rights therein.

At D&B's request and expense, Customer will execute documents and take such further acts as D&B may reasonably request to assist D&B to acquire, perfect, and maintain its intellectual property rights and other legal protections for Feedback and materials incorporating same.

(3) Use of AI Capabilities

Artificial intelligence capabilities provided by D&B as part of the D&B.AI Package ("AI Capabilities"), as well as the AI Capability's intended purposes, known limitations, risks, and other relevant compliance considerations, are described, where available, in the applicable AI System Card(s) provided in the Dun & Bradstreet Trust Centre. Customer is responsible for evaluating the suitability of the AI Capability for its use case. D&B is not responsible for results arising from Customer's use of an AI Capability outside its stated intended purposes or contrary to an expressly identified use restriction. Where Customer uses an AI Capability to assist in any decision, including any determination to grant or provide credit or insurance, Customer will not rely on its output as the sole basis for that decision.

Prompts and skills, if provided by D&B, are provided free of charge and "as is". No warranty, service level, support or maintenance obligation applies to them or to any output an AI agent generates from them. Customer is solely responsible for its selection and configuration of any AI agent that executes them.

Use of non-D&B AI Tools

Any use of the Services through a connected non-D&B tool, application, or agent ("MCP Clients"), and any configuration action executed via the D&B.AI Package on Customer's instruction, is deemed Customer's own use and action. Customer is responsible for all such use, including its selection, security posture and deployment of any such tool, and the prompts and instructions its users give, and D&B assumes no responsibility for the operation of non-D&B tools. Enabling any such tool is at Customer's sole discretion and risk.

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.

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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

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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, D&B Hoovers Audience Builder, D&B Hoovers Visitor Intelligence Add-on and D&B Rev. Up ABX for Web

§ 1 D&B Hoovers

(1) These Special Terms, including the General Terms, govern the legal relationship between D&B and Customer when ordering access to D&B Hoovers.

(2) D&B Hoovers provides access to business information, company and contact records, search capabilities, and list-building functionality supporting prospecting, account research, lead identification, and related sales and marketing activities.

(3) The D&B Hoovers Package includes core company content (including corporate family and SWOT), news, triggers and competitive intelligence, regulatory and market filings (including annual reports and standardized three-year financials), analytics (including Conceptual Search, Ideal Profile Scoring, Business Signals, Usage Dashboards, Growth Trajectory, Decision HQ and Spend Capacity), and access to CRM Connectors.

§ 2 Usage Entitlement

(1) The Service is licensed and measured in Credits. A "Credit" is consumed the first time during a Contract Term

that Customer Accesses a unique company record or a unique contact record. Once a Credit has been consumed for a record during a Contract Term, subsequent views, downloads, exports or supported AI-assisted access to the same record by users on the same D&B Hoovers site do not consume another Credit during that Contract Term.

(2) "Access" of a company record occurs when its profile is viewed within the Service or when the record is downloaded or exported from the Service. "Access" of a contact record occurs when the contact is Unmasked within the Service or when the record is downloaded or exported from the Service. "Unmask" means revealing a contact's partially hidden direct email address or phone number. Where Accessing or downloading a contact also results in the first Access of the associated company record during the Contract Term, up to two Credits may be consumed: one Credit for the company record and one Credit for the contact record. If the associated company record has already been Accessed during the Contract Term, only the Credit for the contact record is consumed.

(3) Credits are usable only during the Contract Term in which they are issued and do not carry over. Once all Credits have been consumed, Customer may continue to use all other features included in its subscription, including the ability to view company records and use search, list-building and triggers, but may not download, export or Unmask any record for which a Credit has not been consumed. For clarity, records for which a Credit has already been consumed during the applicable Contract Term may continue to be viewed, downloaded or exported without consuming an additional Credit.

(4) Customer's License includes access to the Services up to the number of Credits specified in the applicable Order, including any Additional Credit Packs purchased by Customer. Each Additional Credit Pack includes 1,000 Credits.

§ 3 Optional Add-ons

The Services include those optional add-ons selected by Customer in the applicable Order:

1. Precision Research – provides access to financial and analyst research, including analyst reports, financial-health and ratio analysis, valuation tear sheets, extended financial statements, third-party industry research and UCC filing data.
2. Technology Insights – provides access to technographic content, including CRUSH Reports, Technologies-in-Use Reports, technology-vendor and product search filters and IT-focused triggers.
3. Bombora Intent – provides access to Bombora third-party buyer-intent topics, with intent search filters, company status indicators and notifications.
4. Visitor Intelligence – provides website visitor insight capabilities that identify businesses visiting Customer's digital properties and deliver related company information, visitor activity information, visitor statistics and analytics.
5. CRM Connector – provides inbound processing of records up to the maximum number permitted by the applicable platform provider. D&B shall provide access to up to one D&B-supported CRM Connector upon request from Customer.
6. D&B.AI add-on – provides access to a conversational AI interface that enables users to ask natural-language questions about the Information and receive AI-generated responses. It also includes access to the D&B Model Context Protocol (MCP) Server, which enables Customer to access the Services and retrieve Information from Customer-authorized AI agents, applications and agentic systems. Information accessed under D&B.AI may be used by Customer for permissible Augmentation Use. Use of D&B.AI is subject to § 8 D&B.AI Data.

§ 4 Purpose of Use and D&B Hoovers Terms of Use

(1) Customer is licensed to use the Services solely for the purpose of "Customer Sales & Marketing", which is limited to lead generation, mailing lists, segmentation analysis, sales channel management, campaign management, sales force automation and call center management, customer acquisition and order entry and, with respect to Visitor Intelligence, anonymous visitor identification and website personalization, or as otherwise limited in the applicable Product Description, in each case solely with respect to Customer's customers and prospective customers. Any use outside this licensed use case, including use for risk assessment, may be subject to additional fees at D&B's then-current rates for such use.

(2) Information accessed through the Services may not be shared outside the licensed Seat population. Users shall not copy, download, upload or otherwise reproduce Information for the purpose of creating a master data management solution. No User ID sharing is permitted except in the event of a transition of responsibilities from a current authorized individual to their replacement, provided that such transition period shall not exceed thirty (30) days.

(3) Hard Bounce Contact Replacement Guarantee. D&B will replace Credits for records for any contact sourced from the Service which has an undeliverable email address, provided that, no more than once per quarter, Customer submits the bounce report and list of email addresses to D&B through D&B Support. All undeliverable email submissions must be received by D&B thirty (30) days prior to expiration of the current Contract Term. D&B will credit Customer's account with an equal number of Credits. Approved Credit adjustments are available for use only in the Contract Term in which they are issued.

§ 5 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 businesses visiting Customer websites based on their IP addresses. D&B Hoovers Visitor Intelligence Add-on may be purchased as an optional add-on to D&B Hoovers, whereas D&B Hoovers Audience Builder and D&B Rev.Up ABX for Web may be purchased as stand-alone solutions.

§ 6 Obligations of Customer to Cooperate

(1) Customer will be issued by D&B with a unique set of credentials for a Tag (HTML tag, JavaScript, pixel or similar code) to be integrated into Customer's online services with the capability to collect the IP addresses of visitors to such services. Customer shall install the Tag and transfer IP addresses to D&B for matching against, or creating data from, D&B Data in order to identify visitor data attributes on behalf of Customer.

(2) Customer is responsible for the installation and maintenance of the Tag and for meeting the technical requirements necessary for its operation. Customer is responsible for any upgrade to its hardware and/or software required to maintain compatibility with modifications to the Service. D&B is not responsible for the compatibility of the Tag with Customer's online services. Customer will comply with D&B's reasonable updates and instructions with respect to the Tag.

§ 7 Provision of Data by D&B

(1) D&B will deliver the data resulting from the matching and enrichment process:

1. in the case of D&B Hoovers Audience Builder and D&B Hoovers Visitor Intelligence Add-on, to Customer's applicable product interface; and
2. in the case of D&B Rev.Up ABX for Web, to the D&B Rev.Up ABX for Web interface or Customer's web analytics solution, depending on Customer's settings.

(2) For D&B Rev.Up ABX for Web only, Customer may, at its option, use a third-party service, such as Google Analytics or Adobe Analytics, by establishing a connection between the D&B Rev.Up ABX for Web platform and such third-party service. Use of any third-party service is subject to separate terms and conditions between Customer and the relevant third-party provider. D&B shall have no liability to Customer for the operation of such third-party service, the third-party provider's use of data, or the suitability of such third-party service for Customer's intended use case.

§ 8 Visitor Intelligence Terms of Use

Customer shall not cache, reverse engineer or otherwise store Information provided by D&B for the purpose of creating a competing or replacement service. Customer shall not perform or permit bulk or batch loads unless it has received D&B's prior written approval. D&B reserves the right to limit the volume of inquiries placed at any time.

§ 9 Overrun

D&B Hoovers Audience Builder, D&B Hoovers Visitor Intelligence Add-on and D&B Rev.Up ABX for Web include the number of contracted page views per calendar month specified in the applicable Order. If the applicable usage limit is exhausted, D&B reserves the right to suspend the affected contractual Services until the beginning of the next calendar month when a new usage entitlement becomes available.

§ 10 Privacy and Transparency

(1) With respect to the integration of the Tag into Customer's online services and the collection and provision of visitors' IP addresses to D&B, Customer acts as Controller within the meaning of applicable data protection law, including Art. 4(7) GDPR and, where applicable in Switzerland, Art. 5 lit. j FADP.

(2) D&B acts as Customer's Processor within the meaning of applicable data protection law, including Art. 4(8) GDPR and, where applicable in Switzerland, Art. 5 lit. k FADP, when carrying out the data matching and identification activities on behalf of Customer. The parties' respective rights and obligations regarding such processing are governed by a separately concluded data processing agreement in accordance with Art. 28 GDPR and, where applicable, Art. 9 FADP.

(3) Customer shall comply with applicable privacy and data protection laws and applicable transparency and notice requirements with respect to information collected from visitors to Customer's online services. Customer is responsible for providing appropriate transparency regarding the collection of data, the placement and use of cookies, pixels or similar technologies, and the sharing of data with third parties through its applicable privacy and cookie notices and, where required by applicable law, obtaining any necessary consent.

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