

## **DUN & BRADSTREET TERMS AND CONDITIONS FOR AWS MARKETPLACE (VERSION 2019-10)**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS ("TERMS") WHICH APPLY TO YOUR PURCHASE OF D&B SERVICES FROM THE AWS MARKETPLACE.

Dun & Bradstreet, Inc. ("D&B") and the customer purchasing services from the AWS Marketplace ("Customer") agree that D&B, either directly or through its affiliates, shall make available to Customer, via the AWS Marketplace, business information services ("Services"), which may include information ("Information"); computer programs or applications (including those accessed remotely), documentation and media (collectively, "Software"); professional services and other services, subject to these Terms. All Services purchased by Customer from the AWS Marketplace are subject to these Terms, and are licensed for a term of 12 months from the date of purchase (the "Term").

**CUSTOMER CONSENTS ON BEHALF OF ITSELF AND ITS USERS OF SERVICES TO RECEIVING MARKETING AND PROMOTIONAL COMMUNICATIONS FROM D&B UNLESS AND UNTIL SUCH USERS OPT OUT IN ACCORDANCE WITH D&B'S PRIVACY POLICY.**

### **A. Product-specific terms**

The following terms apply to the products listed below, if purchased by Customer in the AWS Marketplace:

#### **1. Country Insight Reports**

- (A) Geographic Scope. Services may be used by Customer only in the United States.
- (B) Reports may only be used for the following Purpose of Use. Evaluation of risk associated with a country's overall political, economic and commercial status.

#### **2. First Research Industry Reports**

- (A) Geographic Scope. Services may be used by Customer only in the United States.

#### **3. Strategic Marketing Records**

- (A) Geographic Scope. Services may be used by Customer only in the United States.
- (B) Records may only be used for the following Purpose of Use. Prospecting

### **B. General Terms**

#### **Definitions**

1.1 "Affiliates" means entities that control, are controlled by, or are under common control with, a party to the Agreement.

1.2 "Agreement" means these Terms.

1.3 "Claim" means any third party claim, demand, suit or proceeding.

1.4 "Confidential Information" means information provided by Discloser to the Recipient that Discloser designates in writing to be confidential, or information that the Recipient ought to reasonably know is confidential.

1.5 "Contact Information" means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to names, titles, business phone, e-mail addresses and physical addresses.

1.6 “Contractor” means third parties provided with Information or accessing the Services solely to support Customer.

1.7 “Customer Controlled Environment” means a computer network (including those accessed via VPN), facility or location that is owned, used or leased by Customer or under Customer’s operational control.

1.8 “D&B Data Processing Agreement” means the agreement retained at [www.dnb.co.uk/dpa](http://www.dnb.co.uk/dpa) as updated from time to time as required of D&B by the European Privacy Legislation.

1.9 “Data Subject” means an individual person who is the subject of, represented within or identifiable by Contact Information, or as defined in European Privacy Legislation where applicable.

1.10 “Discloser” means the party disclosing Confidential Information.

1.11 “Documentation” means any manuals, instructions or other documents or materials that D&B provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.12 “European Privacy Legislation” means Directive 95/46/EC (Data Protection) and European Union Regulation 2016/679 and any other applicable data protection legislation including implementing legislation, guidelines and industry standards from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Information in that jurisdiction.

1.13 “Information” means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business information, legal or financial data, Contact Information, D-U-N-S® Numbers, and ratings on such business entities.

1.14 “License” has the meaning set forth in Section 3.1.

1.15 “Losses” means all losses, costs and damages, including reasonable counsel fees.

1.16 “Non-Operational” means not used to support the on-going operations of the Customer such that Information is not susceptible to use as a substitute for the Services licensed by D&B.

1.17 “Personal Information” shall have the same meaning as personal data as in European Privacy Legislation.

1.18 “Privacy Principles” means the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield Framework, as amended from time to time, and available at <https://www.privacyshield.gov/> or other subsequent location designated by the U.S Department of Commerce.

1.19 “Recipient” means the party receiving Confidential Information.

1.20 “Representatives” means employees and vendors of the Recipient as further described in Section 8.3.

1.21 “Retained Information” has the meaning set forth in Section 4.5.

1.22 “Services” shall have the meaning set forth in Section 2.

1.23 “Software” means computer programs or applications (including those accessed remotely), documentation, and media.

1.24 “*Standard Contractual Clauses*” means the Controller-to-Controller Standard Contractual Clauses 2004 (Set II), Commission Decision 2004/915/EC retained at [www.dnb.com/CTC-SCC](http://www.dnb.com/CTC-SCC) and updated from time to time as required of D&B by the European Privacy Legislation.

1.25 “*Term*” shall have the meaning set forth in Section 3.2.

1.26 “*Third Party Providers*” means third parties that provide data, Software or services to D&B for use in providing the Services to D&B customers.

1.27 “*Unauthorized Code*” means any virus, trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data.

## **2. Payment and Refund Policy**

3.1 Customer acknowledges that AWS will collect payment from Customer for the Services.

3.2 Customer will pay any applicable taxes relating to the Services, other than taxes based on D&B income and franchise related taxes.

### **3.3 DUN & BRADSTREET DOES NOT ISSUE REFUNDS OR ALLOW EARLY CANCELLATION OF SERVICES.**

## **3. Licenses**

3.1 D&B grants to Customer a non-exclusive, non-sublicensable, non-transferable license (“*License*”) to use and display the Information and Software (in object code format only) constituting the Services purchased from the AWS Marketplace. All rights not expressly granted hereunder are reserved to D&B.

3.2 Affiliates are bound by the same terms and conditions as Customer under the Agreement and Customer is responsible and liable for the Affiliates’ acts and/or omissions which if done by Customer itself would be a breach of the Agreement.

3.3 The D&B Services licensed are subject to D&B’s Global Product and Data Lifecycle Policy, as set forth at <https://www.dnb.com/product-lifecycle-policy.html>.

## **4. Terms of Use**

4.1 Information and Software are licensed for internal use only by Customer’s employees with a need to know. Customer will not provide Information, Software or other Services to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Information to generate any statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings, unless required by law.

4.2 Notwithstanding the foregoing, Customer may allow Contractors to access the Services, provided that such Contractors use the Services in accordance with the Agreement. However, Customer must have written approval of D&B prior to providing access to a Contractor for use outside of a Customer Controlled Environment. Customer is liable to D&B for any use or disclosure by any Contractor of Services not for the benefit of Customer or, which, if done by Customer itself, would be a breach of the Agreement.

4.3 Customer will not attempt to reverse engineer any Services or access, use, modify, copy, or derive the source code of, any Software.

4.4 Customer will not use Information (i) as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a "Consumer Report" as defined in 15 U.S.C. § 1681a. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control, the Privacy Principles, and/or any subsequent regulation or regime that replaces the Privacy Principles and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy. If Customer is provided with Information from outside the United States, the parties must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer.

4.5 Where applicable and only to the extent that Customer licenses D&B owned or controlled Personal Information subject to European Privacy Legislation, such Personal Information shall be transferred under D&B's active certification to the EU-U.S. Privacy Shield Framework. Where the EU-U.S. Privacy Shield Framework or Privacy Principles do not provide for the lawful transfer (or onward transfer) of such Personal Information, or at the Customer's selection, Customer and D&B hereby enter into the Standard Contractual Clauses as the basis for the transfer of such Personal Information, the terms of which are hereby agreed to and incorporated into this Master Agreement. Where the parties have entered into the Standard Contractual Clauses, to the extent the terms of the Standard Contractual Clauses conflict with this Master Agreement, the terms of the Standard Contractual Clauses will control.

4.6 Upon expiration or termination of a License with respect to a particular Service, or upon receipt of a Service that is intended to supersede previously obtained Service(s), Customer will promptly delete or destroy all originals and copies of the Information and/or Software, as applicable, including all Information or Software provided to Contractors as permitted by Section 4.2 hereof; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Customer is granted a perpetual, limited, non-transferable and non-assignable license to retain copies of such Information in the form of hard copies or in Non-Operational systems, made in the normal course of business, solely for historical and/or archival (i.e. disaster recovery, compliance, and evidence of Customer's use of Information for regulatory compliance) purposes and not for any other continuing use ("Retained Information"). Customer is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Services licensed by D&B;

(ii) The obligation to cease using and delete Information shall not apply to names, addresses (street, city, state, and zip code), phone numbers, fax numbers, and email addresses to the extent the subject to whom the Information relates has (x) become a customer or supplier of Customer, or (y) engaged with Customer to become a customer or supplier of Customer.

4.7 In the event D&B obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, D&B may, at its own expense, appoint a reputable third party to audit Customer's records and applicable computer systems, no more frequently than once a year, provided that such audits are conducted with reasonable notice (of not less than 10 working days), during Customer's normal working hours, and in such a way as not to interfere unduly with the operation of Customer's business; or if requested by D&B, an officer of Customer will certify that it is in compliance with the Agreement. D&B agrees to treat all information obtained in the course of any such audit as confidential; and that such information shall not be used for any purpose except to verify compliance with the Agreement.

4.8 To the extent that Customer transfers to D&B, through a particular Service, Personal Information subject to European Privacy Legislation, D&B will process such Personal Information in accordance with the D&B Data Processing Agreement, which is hereby incorporated into this Master Agreement. In case of conflict between this Agreement and the D&B Data Processing Agreement, the D&B Data Processing Agreement shall prevail.

## **5. D-U-N-S® Numbers**

5.1 D-U-N-S® Numbers are proprietary to and controlled by D&B. D&B grants Customer a non-exclusive, perpetual, limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

## **6. Warranties and Disclaimers**

6.1 D&B and Customer each represent and warrant that it (i) has the right to enter into the Agreement and (ii) has all necessary legal rights, title, consents and authority to disclose information (including Confidential Information and Personal Information) to the other in accordance with this Agreement.

6.2 D&B represents that the Information has been collected and compiled, and will be provided, in accordance with applicable local, state, federal and international laws, rules or regulations.

6.3 D&B and Customer each warrant and undertake that (i) the use of Personal Information will be for limited and legitimate purposes as specified in the Agreement; (ii) it will provide the same level of protection as required by the Standard Contractual Clauses or Privacy Principles where applicable, and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use.

6.4 D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals.

6.5 D&B represents and warrants that it has taken commercially reasonable efforts (i.e., scanning with current versions of antivirus software) to determine that the Software provided hereunder does not contain or will not contain any Unauthorized Code. In the event D&B discovers or is notified of any such Unauthorized Code in the Software, D&B shall promptly remove such Unauthorized Code in the Software.

6.6 D&B represents and warrants that the Software will perform all material functions and features as set forth in the Documentation.

6.7 Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to receiving direct marketing, nor has D&B scrubbed Contact Information against wireless suppression lists, the FTC's Do-Not-Call lists or other opt out lists (other than its own). Customer should check the local marketing legislation applicable to the Data Subjects prior to direct marketing. It is Customer's responsibility to observe any indicators D&B provides to Customer indicating the Data Subject has expressly objected to receiving direct marketing (as well as their own and any applicable opt out lists) prior to any direct marketing. Opt-out provisions and/or opt-out links in Customer's marketing and sales materials shall not pertain to opting out of D&B's marketing lists and/or databases.

6.8 Customer will not provide D&B any Social Security number, driver's license number, account number, credit or debit card number (other than Customer's own card for payment purposes, if applicable), or personal identification number or password that would permit access to the person's account, or personal data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation and data relating to criminal convictions and offences.

6.9 EVERY BUSINESS DECISION, TO SOME DEGREE, REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. D&B IS ONE TOOL IN CUSTOMER'S DECISION-MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH D&B USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, D&B AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. D&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

## **7. Protection of Proprietary Rights**

7.1 The Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. Customer will not remove D&B's copyright and proprietary rights legend from any Information and Software which are so marked when received.

7.2 Neither party will use the trade names, trademarks or service marks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party.

7.3 The Recipient will treat all Confidential Information in the same manner as Recipient treats its own Confidential Information of a similar nature provided that: i) Recipient may share such information with its Representatives, with a need to know and/or in order to fulfill the obligations pursuant to the Agreement, in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section and ii) Recipient assumes responsibility for such Representative's use of such information. Neither party shall disclose the negotiated pricing or terms of the Agreement, to any third party. Confidential Information shall not include (a) Information and Services licensed pursuant to the Agreement; or (b) information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information.

7.4 Each party shall implement and maintain security measures with respect to the Confidential Information, D&B Information and Software in its possession that effectively restrict access only to employees and Contractors with a need to know, and protect such Confidential Information, Information and Software from unauthorized use, alteration, access, publication and distribution. D&B will comply with the security principles and controls located at <https://www.dnb.com/about-us/company/our-security.html>. In no event shall either party's security measures be less restrictive than those each party employs to safeguard its confidential information of a similar nature. Upon expiration or termination of the Agreement, the Recipient will delete the applicable Confidential Information upon request or, absent such a request, in accordance with Recipient's records management policy.

## **8. Termination**

8.1 In the event of material breach of Section 4 or 8, the non-breaching party may immediately terminate this Agreement without prior notice; or D&B may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of D&B's intellectual property rights. In the event of material breach of any other part of this Agreement by Customer or D&B, the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days of written notice of breach.

8.2 The provisions set forth in Sections 4, 5, 7, 8, 9, and 10 will survive the termination of this Master Agreement.

## **9. Limitation of Liability; Indemnification**

9.1 NEITHER PARTY NOR D&B'S THIRD PARTY PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

9.2. EACH PARTY'S AND D&B'S THIRD PARTY PROVIDERS' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE SERVICE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER WITH RESPECT TO THE APPLICABLE SERVICE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, COST OR EXPENSE OCCURRED.

9.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 9.1 and Section 9.2 above shall not apply with respect to: (i) D&B's obligations under Section 9.4 (Indemnification), or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of Section 7.3.

9.4 D&B shall defend or settle at its expense any Claim arising from or alleging infringement of any applicable copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished under this Master Agreement (but not to the extent Customer modifies the Services in any way or combines the Services with material from third parties and such modification or combination is the cause of the infringement). D&B shall indemnify and hold Customer harmless from and pay any and all Losses attributable to such Claim. Customer shall give D&B prompt notice of any Claim. D&B shall have the right to control the defense of any such Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Customer shall have the right to approve the terms of any settlement or compromise that adversely impact Customer's use of the Services, such approval not to be unreasonably withheld. Customer shall provide all reasonable cooperation in the defense of any Claim. This section provides Customer's exclusive remedy for any infringement Claims or damages.

## **10. Choice of Law; Disputes**

10.1 The laws of the State of New Jersey (without giving effect to its conflicts of law principles) govern all matters, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in Newark, New Jersey.

## **11. Miscellaneous**

11.1 The Agreement constitutes the entire agreement between D&B and Customer regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith, provided that in no event shall any terms or conditions included on any form of Customer purchase order apply to the relationship between D&B and Customer hereunder.

11.2 The Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, either party may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or

the sale of substantially all of its assets (so long as the assignment is to the acquirer of such assets). Notwithstanding the foregoing, an assignment to a competitor of the non-assigning party will allow the non-assigning party to terminate the Agreement within 60 days.