

## **DUN & BRADSTREET TERMS AND CONDITIONS FOR AWS MARKETPLACE (VERSION 2021-10)**

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) Purpose of Use. Evaluation of risk associated with a country's overall political, economic and commercial status.

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

n/a

#### **3. MDR State School Directories**

- (A) Purpose of Use. Directories may only be used for Sales & Marketing licensed use 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, or as otherwise limited in the Product Description.

#### **4. Strategic Marketing Records**

- (A) Records may only be used for the following Purpose of Use. Prospecting

#### **5. Data Exchange – Aberdeen**

- (A) Records may only be used for Sales & Marketing licensed use 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, or as otherwise limited in the Product Description. Limited Access Database Records are for analysis only and not for any direct marketing use.

#### **6. Data Exchange – US Farm**

- (A) Records may only be used for Sales & Marketing licensed use 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, or as otherwise limited in the Product Description. Limited Access Database Records are for analysis only and not for any direct marketing use.

**7. Hotlist – Domestic Telemarketing Records**

(A) Records may only be used for Sales & Marketing licensed use 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, or as otherwise limited in the Product Description. Limited Access Database Records are for analysis only and not for any direct marketing use.

**8. Shipping Insights**

(A) Records may only be used for Supply and Compliance purposes, limited to supply chain analytics, supplier evaluation, supplier normalization/rationalization, supplier monitoring and management, strategic sourcing, e-procurement catalog, trading partner, bid management, logistics, materials and inventory management, accounts payable, general ledger analysis and balance of trade analysis, and managing enterprise risk across counterparties and securities, and complying with government or industry regulations and internal controls

**9. Data Exchange – WealthEngine Data Services**

(A) Records may only be used for Sales & Marketing licensed use 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, or as otherwise limited in the Product Description. Limited Access Database Records are for analysis only and not for any direct marketing use.

(B) Customer is responsible for all marketing materials that are used by Customer in conjunction with utilization of the Services; Customer agrees to keep a representative sample of any such marketing materials for a period of six months, and to provide such sample if requested by D&B.

(C) Customer will not use the Information in any manner to discontinue, cancel, or deprive any individual or group of individuals an already existing right or benefit. Customer shall not use any Services to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or credit repair services.

(D) The Services will only be used to perform marketing through a direct mail, telemarketing, or email campaign and will not be used to perform or support targeted advertising served via the internet (other than an email campaign), cable or satellite television, or cellular or wireless devices.

(E) All marketing communications used in connection with any list created by or for Customer derived from the Services shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; and (ii) comply with all applicable privacy policies, ethical use and Fair Information Practices published by the Direct Marketing Association ("DMA").

(F) ANY USE OR RELIANCE UPON THE SERVICES BY CUSTOMER SHALL BE AT CUSTOMER'S OWN RISK.

(G) Customer shall defend, indemnify, and hold harmless D&B from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Customer's misuse or unauthorized use of the Services. D&B shall give Customer prompt written notice of any such claim of which it has knowledge, and shall provide Customer with the assistance, information and authority necessary to perform Customer's obligations under this Section.

- (H) With the exception of payment obligations, neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond the reasonable control of the party delayed.
- (I) Customer shall be responsible for accepting and responding to any communication initiated by a consumer (“Consumer Inquiries”) arising out of Customer’s use of the Services. Customer agrees that it will provide “in house” suppression to consumers, upon request by a consumer, from future marketing initiatives by Customer and agrees to honor any such request by suppressing such consumer information from Customer’s marketing solicitations. No reference to D&B in written or oral communication to a consumer or in scripts used by Customer in responding to Consumer Inquiries shall be made without D&B’s prior written approval.
- (J) The Services are built using suppression files to flag an individual consumer as having opted out of receiving marketing solicitations. Except with regard to Customer’s customers, Customer agrees to honor such consumers’ elections not to receive marketing solicitations. In the event that Customer does not honor such consumers’ elections D&B may terminate delivery of the Services or this Agreement, immediately. Customer acknowledges that D&B does not guarantee that all such consumers have been flagged or removed from the Services supplied to Customer hereunder. It is Customer’s sole responsibility to ensure that the most current suppression information has been applied to its files, Customer agrees to defend, indemnify, and hold harmless D&B, for any damage or loss due to Customer’s failure to comply with Customer’s obligations set forth in this paragraph.
- (K) Customer has and will maintain a privacy policy as required by applicable law and that (i) provides consumers a point of contact (e.g., website, telephone number, or address) where consumer may opt out of any marketing or advertising communications from the Customer; and (ii) explains Customer’s active or passive collection, use, and transfer of personally identifiable or anonymous data related to a consumer or a user.

## **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 “Applicable Privacy Legislation” means applicable data protection legislation including implementing legislation, from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Information in that jurisdiction, including, without limitation, European Union Regulation 2016/679 (GDPR) and the CCPA.

1.4 “Claim” means any third party claim, demand, suit or proceeding.

1.5 “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.

1.6 “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.

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

1.8 “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.

1.9 “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 Applicable Privacy Legislation.

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

1.11 “Discloser” means the party disclosing Confidential Information.

1.12 “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.

1.13 “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 “Intellectual Property Rights” means: (i) rights in, and in relation to, any patents, designs, design rights, trademarks, trade and business names (including all goodwill associated therewith), copyright, moral rights, trade secrets, database rights, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and (ii) all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect and which may subsist anywhere in the world.

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

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

1.17 “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.

1.18 “Personal Data or Personal Information” shall have the same meaning as personal data as in Applicable Privacy Legislation.

1.19 “Privacy Notice” means D&B’s privacy notice located at <https://www.dnb.com/utility-pages/privacy-policy.html>.

1.20 “Recipient” means the party receiving Confidential Information.

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

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

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

1.24 "Software" means computer programs or applications (including those accessed remotely), documentation, and media.

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 Geographic Scope. Services may be used by Customer only in the United States.

3.3 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.

3.4 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 the U.S. Fair Credit Reporting Act or that would subject such Information or D&B to comparable consumer credit laws in other jurisdictions. 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, Applicable Privacy Legislation, laws and regulations relating to economic and trade sanctions, and laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising, cell phone telemarketing, internet and mobile advertising, and/or e-mail solicitation), data protection and privacy. Services must be used for a lawful purpose and may not be used to endanger the state security, public interests, or legitimate interests of citizens or organizations of any country.

4.5 If applicable based on Customer's use of third party consumer credit reports within a Service, Customer will use such third party consumer data solely in compliance with applicable law, including, but not limited to, the Fair Credit Reporting Act (including having a "Permissible Purpose" to obtain a consumer credit report), the federal Equal Credit Opportunity Act, as amended, and their state and international counterparts.

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 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. If required by Customer, D&B will enter into a confidentiality agreement (in a form reasonably acceptable to D&B) in respect of any information that its representative may incidentally acquire while carrying out an inspection.

## **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: (i) it has the right to enter into the Agreement; (ii) it has all necessary legal rights, title, consents and authority to disclose information (including Confidential Information and Personal Information) to the other in accordance with the Agreement; (iii) in using and making available (as appropriate) the Services, it will comply with all applicable laws, regulations and directives.

6.2 D&B represents that (i) the Information has been collected and compiled in accordance with applicable local, state, federal and international laws, rules or regulations; and (ii) to D&B's knowledge, the Information and Software, when used in accordance with the Agreement, do not violate any existing third party Intellectual Property Rights.

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

6.4 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.

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

6.6 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.

6.7 The foregoing warranties do not apply to the extent Customer modifies the Information or Software in any way, or combines the Information or Software with material not supplied by D&B.

## **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. Privacy Terms**

11.1 Compliance. To the extent that Customer transfers to D&B Personal Information subject to Applicable Privacy Legislation, D&B will process such Personal Information in accordance with (i) the D&B Data Processing Agreement, which is hereby incorporated into this Agreement, and/or (ii) this Agreement, as applicable. Where applicable and only to the extent that Customer licenses Personal Information from D&B subject to Applicable Privacy Legislation, Customer and D&B hereby enter into the Controller-to-Controller Standard Contractual Clauses included within the D&B Data Processing Agreement, as the basis for the onward transfer of such Personal Information from D&B to Customer, and Customer confirms that it has the technical and organizational measures to comply with such Standard Contractual Clauses in accordance with the attestation set forth in Exhibit A hereto.

11.2 Contact Information has not been obtained directly from Data Subjects and 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, Do-Not-Call lists or other opt out lists (other than its own). Customer should check all applicable marketing, data protection, and privacy laws, rules, regulations and requirements prior to direct marketing and shall be responsible for compliance with such laws in connection with Customer's use of the Information. Contact Information may only be used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession. 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. If Customer uses Contact Information in a manner that violates the foregoing requirements, D&B shall not be liable for any damages, losses, costs, claims or expenses arising therefrom.

11.3 Customer will not provide D&B any sensitive personally identifiable information such as Social Security number, driver's license number, passport number or other government issued identification, account number, credit or debit card number (other than Customer's own card for payment purposes, if applicable), or personal identification number, login, or password that would permit access to the person's account, or any special categories of personal data such as 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, personal health information, data concerning a natural person's sex life or sexual orientation, data relating to criminal convictions and offences, or such other special categories defined as such by Applicable Privacy Legislation.

11.4 CCPA. D&B certifies that D&B will comply with its obligations under the CCPA. D&B's Privacy Notice may be used as documentation of D&B's compliance with CCPA notice obligations. D&B will honor any CCPA Requests passed on by Customer, where required to comply by the CCPA and CCPA regulations issued by the California Attorney General. To the extent that Customer provides to D&B Personal Information subject to the CCPA, unless otherwise disclosed in writing and consented to by Customer, D&B will not sell such Personal Information provided by Customer. D&B will process, retain,

use, disseminate, disclose, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information only on behalf of Customer and only as necessary to fulfill the business purpose under this Master Agreement or applicable Orders. If applicable based on Customer's licensing of Personal Information subject to the CCPA, Customer warrants that Customer will honor any CCPA Opt-out requests passed on by D&B. To receive or submit CCPA Requests, Customer will register at <https://support.dnb.com/?prod=CCPARequests>.

## **12. Miscellaneous**

12.1 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.

12.2 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.

## **Exhibit A – Data Protection Safeguards Attestation**

Customer understands that Dun & Bradstreet is relying on its implementation of appropriate technical and organizational measures to protect Personal Information provided to Customer by Dun & Bradstreet. Customer has reviewed its obligations pursuant to this Agreement and the Controller-to-Controller Standard Contractual Clauses and attests that it has in place at least one of the following mechanisms to protect Personal Information:

Binding Corporate Rules  
Privacy Shield Certification  
APEC Cross-Border Privacy Rule Certification  
ISO 27001 Certification  
ISO 27701 Certification  
TRUSTe Privacy Certification  
VeraSafe Privacy Program Certification  
TÜV Data Protection Certification  
Bureau Veritas' Data Protection Certification  
GDPR Validation  
EDAA Certification  
HITRUST CSF Certification  
JIPDEC PrivacyMark  
Other Privacy or Data Protection Certification or Trustmark  
SOC 2, Type II  
PCI DSS Attestation of Compliance  
EU Cloud Code of Conduct  
CSA CoC for GDPR Compliance  
CSA STAR  
ISO 27018 Certification  
ISO 27017 Certification  
APEC PRP Certification  
NIST Privacy Framework  
NIST Security Framework