

General Terms and Conditions

Dun & Bradstreet Deutschland GmbH

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Fundamental conditions for the business relationship

Last updated: August 2022

Scope and general provisions

§ 1 Scope

Exclusively these fundamental conditions set out in this Part 1, including the specific conditions set out in Part 2 for certain products and services, apply to the business relationship between Dun & Bradstreet Deutschland GmbH, Robert-Bosch-Strasse 11, 64293 Darmstadt ("Dun & Bradstreet") and each of its contractual partners (the "Customer"), in addition to the service contract concluded with the Customer. If any contradictions or conflicts between provisions are found, then the following documents apply in order of precedence: individual agreements made with the Customer, the content of the specific service contract, any special product-related terms and conditions and finally these fundamental conditions. Any conflicting terms and conditions of the Customer do not form part of the contract, unless Dun & Bradstreet expressly agrees to their validity. These General Terms and Conditions do not apply to Customers who act as consumers at the time of conclusion of the contract in the sense of Article 13 of the German Civil Code (BGB).

§ 2 Conclusion of the contract

Unless otherwise stated therein, Dun & Bradstreet offers are subject to change without notice. The contract comes into effect upon order confirmation by Dun & Bradstreet, but no later than upon the provision of the service.

§ 3 Processing of personal data for the performance of the business relationship

Dun & Bradstreet processes the Customer's personal data for the performance of the business relationship. Details are summarised in the information sheet *Datenschutzhinweise für Kunden und Geschäftspartner* (Data protection information for customers and business partners, in German), which can be found on the Dun & Bradstreet website: www.dnb.com/de > Daten und Sicherheit (Data and security) > Downloadbereich (Downloads).

§ 4 Applicability of German law

The business relationship between the Customer and Dun & Bradstreet is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any legal standards that refer to another legal system. If the applicable documents are translated into other languages, only the German version may be used for the interpretation of agreements.

§ 6 Place of performance and jurisdiction

The place of performance is Darmstadt, Germany. The place of jurisdiction in case of disputes arising from or in connection with the business relationship between Dun & Bradstreet and the Customer is Darmstadt, regardless of the legal basis. However, Dun & Bradstreet may also seek redress in the court that has jurisdiction over the Customer's business domicile. This regulation does not affect mandatory statutory provisions concerning exclusive jurisdictions.

§ 7 Text form

Amendments and supplements to the contract must be made in text form in order to take effect.

Nature of the services and rights of use

§ 8 Content and scope of the services offered

(1) Dun & Bradstreet services may include:

1. the provision of data from the Dun & Bradstreet business database;
2. the procurement and provision of data collected specifically for the Customer;
3. the establishment of rights of use of third-party data assets;
4. the analysis and preparation of the Customer's own data, including, where appropriate, its enhancement with data from the Dun & Bradstreet business database or data obtained individually for the Customer, as well as associated services, in particular the granting of rights of use and provision of consultancy services.

(2) Dun & Bradstreet collects the data for its business database through direct research (e.g. telephone interviews), from its cooperation partners (in addition to local contractual partners, in particular the international Dun & Bradstreet Group companies and their affiliates) and by consulting generally accessible registers, directories, official announcements and similar public sources, as well as through our own assessments made on the basis of industry comparisons, averages, estimates and comparable calculation models. Due to our dependence on external data sources and the naturally constantly changing data set, the contents offered may not always be up to date or complete, despite careful selection and ongoing maintenance.

(3) Unless expressly stated otherwise in the service contract with the Customer, Dun & Bradstreet is not bound to produce specific information with scope and content determined in advance by the Customer, but rather to provide the results of a query, as they exist and are available in the Dun & Bradstreet business database at the time of provision to the Customer. If the object of the service is the provision of third-party data, Dun & Bradstreet's responsibility is limited to the proper selection of the third-party data owner, but not the specific nature of the third-party data.

§ 9 Characteristics and informative nature of the services

(1) Information in documentation and testing & advertising materials does not constitute a guarantee or assurance of particular characteristics. The Customer bears sole responsibility for determining whether data obtained from Dun & Bradstreet meets the requirements or is suitable for the intended use of the Customer. The same applies to the lawfulness of the further processing of data, in particular compliance with the legal provisions on data protection and competition law.

(2) Dun & Bradstreet hereby informs the Customer that:

1. the addresses provided do not constitute a confirmation of a current official registered address;
2. the provision of address and contact details does not imply the addressee's consent to receive advertising through the relevant communication channel, unless the obtaining of such declarations of consent has been expressly agreed with the Customer as part of the service;
3. information on creditworthiness and solvency (referred to in the information product as "risk assessment", "creditworthiness index" or "credit recommendation", among other terms) should not be understood as a statement of fact or individual expert opinion, nor as a "rating" within the meaning of Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. Rather, such information is purely a value judgment based on mathematical and statistical analyses and automated probability assessments ("scoring");
4. environmental social governance (ESG) disclosures are not individual expert assessments, but rather automatically calculated, evaluative comparisons based on the information available from Dun & Bradstreet about the company.
5. information about the individual "beneficial owner" or results of a sanctions list screening are not based on individual research relating to the specific circumstances of the Customer, but on an automatic comparison of the data entered by the Customer with information from different data sets, in particular databases of third parties. The results of the comparison are only intended as an aid to understand which person may

fulfil the Customer's search criteria; however, no claim is made regarding the completeness or accuracy of this information. The Customer remains responsible for the final assessment and identification. Under no circumstances may the Customer transfer its duty to carry out statutory compliance checks, e.g. in connection with the Money Laundering Act (Geldwäschegesetz), to Dun & Bradstreet; this does not form part of the contract and is always excluded.

(3) The Customer is aware that any assessments and information only refer to a specific moment in time and that the risk of the business relationship remains with the Customer in any event. Dun & Bradstreet recommends that business decisions should never be made dependent on the content of a single economic report alone, but that the Customer should carry out its own plausibility checks and, if necessary, consult other sources.

§ 9 General terms and conditions of use

Unless any product-specific conditions or contractual agreements provide otherwise, Dun & Bradstreet grants the Customer rights of use in the following scope:

1. The Customer receives a simple, non-exclusive right to use the data provided by Dun & Bradstreet for the purpose specified in the contract.
2. The services of Dun & Bradstreet are directed at contractual partners with their registered office in the Federal Republic of Germany. The exercise of the rights of use is only permitted for the customer's own needs. The customer and the domestic employees belonging to its direct legal organisation as well as vicarious agents shall be entitled to use the services, provided that they merely act as agents of the customer bound by instructions (e.g. order processors within the meaning of Art. 4 No. 8, 28 GDPR). If users abroad are also to be included in the contract, the Customer shall inform Dun & Bradstreet of this in advance.
3. If the contract contains continuing obligations, the right of use exists for the duration of the contract; in all other cases, it bestows a right to use the data once immediately after its receipt. In the case of updates, this refers to the latest version provided. Once the right of use expires, the Customer must refrain from using the data received from Dun & Bradstreet and delete the data immediately.

§ 10 Copyright and trademark protection

(1) The databases provided by Dun & Bradstreet constitute a database work produced by Dun & Bradstreet within the meaning of Section 4(2) and Section 87a(1) of the Act on Copyright and Related Rights (Urheberrechtsgesetz, UrhG). The software provided to call up the information is the object of protection according to Section 69a et seq. of the UrhG. The Customer is prohibited from accessing

the software in order to modify, copy or falsify it, or to in any other way influence or extract the source code of the software.

(2) All intellectual property rights (copyrights, data use rights and database rights) in the services provided by Dun & Bradstreet remain vested in Dun & Bradstreet, even if the work results have been created to the specifications or with the cooperation of the Customer, unless the contract concluded between the Customer and Dun & Bradstreet expressly provides otherwise (e.g. in the case of order processing).

(3) Trademarks, company logos, copyright notices and all other identifying features of Dun & Bradstreet and its cooperation partners may not be removed or altered.

§11 Terms of use and duty to cooperate in the transfer of personal data

(1) Personal data in the sense of Article 4(1) of the GDPR may only be transferred if there is a lawful basis to do so (e.g. because the data subject has given their consent or because the data is required to perform a contract or on the basis of a legitimate interest). The Customer undertakes to call up personal data only if there is a lawful basis and to stop processing if no such lawful basis exists. Dun & Bradstreet will only verify the lawfulness if there is reason to do so, but reserves the right to carry out spot checks. For this purpose, the Customer must retain suitable records of the lawful basis of its searches for at least twelve months and make these available to Dun & Bradstreet on request.

(2) Insofar as personal data in the sense of Article 4(1) of the GDPR is transferred in order to provide a service, Dun & Bradstreet shall comply with its notification obligation with regard to any subsequent changes or processing restrictions concerning personal data, pursuant to Article 19 of the GDPR, by offering the Customer updates of the data obtained (referred to as an "alert" or "monitoring" or similar, depending on the product type). If the Customer does not make use of this or if there is no upgrade option available in the product purchased by it, the exercise of the rights of use is limited to the immediate chronological connection with the transfer of the personal data by Dun & Bradstreet to the Customer and ends no later than one month after the transfer.

(3) If the Customer obtains personal data from Dun & Bradstreet in order to use the data to communicate with the data subject (in particular for advertising purposes), it must inform the data subject of the source of the data no later than at the time of the first communication to it from Dun & Bradstreet, as well as the option of learning more about how Dun & Bradstreet processes data (Article 14(3) b. of the GDPR). The separate responsibilities of the Customer as the data user and Dun & Bradstreet as the source of the data must be clearly identifiable.

§12 Access to online services and availability

(1) Dun & Bradstreet enables the customer the factual-technical access to the contractual data, in particular in the automatic retrieval procedure via internet (online services). Both contracting parties shall be responsible for the technical infrastructure for the provision and use of data falling within their sphere of responsibility. Dun & Bradstreet shall inform the customer of foreseeable technical impairments and remedy faults without delay. Dun & Bradstreet gives no guarantee for a failure-free operation of its technical infrastructure; nevertheless, with the exception of periods of temporary inaccessibility due to maintenance, data backup or updating measures, the online services are in principle designed for 24/7 access.

(2) The Customer may access the online services by logging in, for which the Customer or its authorised users are provided with personal login details. The Customer is responsible for ensuring confidentiality of the login details and must prevent their misuse. The Customer is aware that any person with knowledge of its login details or the login details of its users can access Dun & Bradstreet services at the expense of its customer account; the Customer is liable toward Dun & Bradstreet for its own behaviour and that of all of its users.

(3) Dun & Bradstreet reserves the right to refuse access to online services if there is evidence that the technologies used by the Customer have impaired the functionality or security of the services or the ability of Dun & Bradstreet to verify the access rights of the Customer and the lawfulness of the type and extent of use (e.g. if Dun & Bradstreet systems are accessed from IP addresses on generally accessible blacklists or if the Customer uses software that enables extensive user anonymisation and prevents usage behaviour from being identified). Dun & Bradstreet shall inform the Customer of any intended blocking with a reasonable notice period to allow for the opportunity to remedy the situation, unless the impairment of functionality or security is so serious that an immediate blocking of access is justified.

(4) Dun & Bradstreet may adapt its online services in line with current requirements, in particular with regard to state-of-the-art technology, so as to optimise system performance and user friendliness, and to make changes to content if required to rectify errors, to make updates, to complete data, to optimise programs or for licensing reasons. If such a change results in a not insignificant devaluation of the services to which the Customer is entitled, the Customer may choose to demand a reduction of the remuneration corresponding to the devaluation or terminate the service contract under exceptional circumstances within eight weeks of the occurrence of the change.

§ 13 Confidentiality

(1) Without prejudice to the obligations under data protection law, the contracting parties shall treat as confidential all information which they receive or become aware of from or via the contracting party or parties in connection with the agreements concluded between them. This applies in particular to all information that is marked as confidential or, by its very nature, is recognisable as a trade secret. Reverse engineering is not permitted and does not constitute a legitimate means of obtaining knowledge. The duty of confidentiality does not apply to information that is public knowledge without this being due to a breach of contract by the contracting party or which has been received from a third party that is authorised to disclose such information. The party invoking this exception bears the burden of proof.

(2) Dun & Bradstreet or its data suppliers and affiliates in the Dun & Bradstreet network may be required by local law to disclose the identity of the Customer as the recipient and the content of the information that it has accessed to a foreign supervisory authority, a court or a similar institution. Data transfers that Dun & Bradstreet carries out for this purpose are not considered a breach of the agreed duty of confidentiality.

Billing and payment terms

§14 Prices

Unless otherwise stated, prices are net in euros and are subject to statutory value-added tax.

§ 15 Price changes

(1) Dun & Bradstreet reserves the right to adjust the prices agreed with the Customer in the event of changes occurring after the conclusion of the contract (e.g. extensions to the scope of services of the purchased product, cost increases for the provision or changes in statutory provisions) within a relationship with continuing obligations. Price changes take effect no earlier than at the beginning of the second month following receipt of a notice of change sent to the Customer in text form.

(2) If price changes for a service exceed 5% within a calendar year, the Customer is entitled to terminate the contract for the affected service at the time of the planned entry into force of the price increase. Notice of termination must be given no later than four weeks after notification of the price increase. If the Customer does not exercise this right and if the Customer has been informed of this legal consequence in the notification of the price increase, the contract will remain in force at the changed prices.

§ 16 Settlement by usage credit

If certain services are billed on the basis of usage credit, the services may be used as long as there is sufficient credit in the Customer's user account of at least the amount of the smallest billing unit for the respective data service and at most for the duration of the agreed usage period. The details of this can be found in the relevant service contracts and the associated product-specific terms and conditions.

§ 17 Settlement for quantity-based orders with prior potential analysis

If the Customer wishes to obtain data records based on certain selection criteria and informs Dun & Bradstreet about the expected delivery quantity on the basis of the selection criteria ("potential analysis") prior to the conclusion of the contract, the data record numbers mentioned are non-binding reference values only.

Only the number of data records actually selected and delivered by Dun & Bradstreet for the applicable order is relevant for the performance of the contract; this number may increase or decrease between the conclusion of the contract and the time of delivery due to the constant additions and deletions on the Dun & Bradstreet database, as well as for reasons of quality control. If a minimum order value has been agreed for the order, this forms the minimum price regardless of the actual number of data records delivered.

§ 18 Due date and settlement verifications

All payments are due immediately and without deduction after receipt of the invoice by the Customer. Objections to the invoice amount must have been received by Dun & Bradstreet within eight weeks of receipt of the invoice; otherwise, the invoice will be deemed to have been approved.

§ 19 Set-off

The Customer's set-off or retention rights can only be asserted if the counterclaims are undisputed or have been ruled to be legally binding.

§ 20 Retention of title

The transfer of agreed rights of use, as well as the transfer of ownership, of the delivered products is subject to the complete settlement of all claims due under the entire business relationship with the Customer, regardless of the legal basis on which the claims are based.

Disruptions to performance

§ 21 Breaches of contract

If the Customer significantly or repeatedly breaches its obligations despite a warning from Dun & Bradstreet, Dun & Bradstreet may discontinue further service provision and, in particular, block access to the database (see also section 12(4) herein). The Customer's obligation to pay the agreed remuneration remains unaffected. A prior warning of termination by Dun & Bradstreet is not required if there is an important reason for the termination of performance that fulfils the conditions for extraordinary termination.

§ 22 Claims for defects

(1) Dun & Bradstreet guarantees the agreed quality of the services provided and warrants that no third-party rights are in conflict with the transfer of agreed usage rights to the Customer.

(2) If there is cause to invoke this warranty, the Customer must first set a reasonable period of time for Dun & Bradstreet to comply with the contract before asserting its right of reduction or withdrawal. Excluded from this obligation are cases for which the exercise of warranty rights is permitted without the need to adhere to a particular deadline on the basis of statutory provisions (e.g. because rectification is impossible, unreasonable or was refused by Dun & Bradstreet).

(3) Rights arising from a defect in the services are excluded if the Customer breaches its duties of examination and complaint according to Section 377 of the German Commercial Code (Handelsgesetzbuch) and has not immediately notified Dun & Bradstreet of the defect in text form. "Immediate" is defined for this purpose as a period of eight days after delivery of the service or, in the case of hidden defects, a period of eight days from becoming aware of the defect. Any usage planned later than immediately after delivery does not release the Customer from its obligation to reasonably examine the Dun & Bradstreet services upon delivery.

(4) Claims against Dun & Bradstreet on the grounds of impairment of function or performance faults, which are based on the Customer's breach of its duty to cooperate or on other circumstances for which the Customer is responsible (e.g. improper installation or maintenance, use other than as intended, or incorrect operation of or defects in the IT system used by the Customer) are excluded.

§ 23 Liability for damage

(1) Dun & Bradstreet is liable for any intentional or grossly negligent acts or omissions of Dun & Bradstreet, its legal representatives or vicarious agents in accordance with the statutory provisions.

(2) In the case of slight negligence, Dun & Bradstreet is liable only for damages resulting from significant breaches of duty that prevent the contractual purpose from being achieved or from a breach of obligations that, if not fulfilled, makes the proper execution of the contract impossible. Liability is limited to the foreseeable damage typical for the contract. This applies to all claims for damages regardless of the legal basis, including claims based on tort.

(3) These limitations of liability do not apply in cases of mandatory statutory liability, e.g. under the Product Liability Act (Produkthaftungsgesetz), for damages due to injury to life, body or health, or for damages covered by a warranty granted by Dun & Bradstreet.

§ 24 Limitation period

Warranty and compensation claims expire if they are not asserted within one year of the start of the statutory warranty period (generally the time of delivery or initial provision of the service). Exceptions to this are the cases referred to in section 23(3) herein, for which the statutory limitation periods apply instead of the one-year limitation period.

Additional conditions for certain products and services

A. D&B Credit and D&B Direct for Finance (Last updated: Dec 2020)

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

D&B Credit and D&B Direct for Finance enable information to be retrieved from the Dun & Bradstreet 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 Term

D&B Credit / D&B Direct for Finance runs indefinitely and may be terminated at the end of a contract year, subject to a notice period of three months. If no other term has been expressly adopted, the minimum contract period is:

1. 24 months for D&B Credit, i.e. termination no earlier than at the end of the second contract year;
2. 36 months for D&B Direct for Finance, i.e. termination no earlier than at the end of the third contract year.

§ 3 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.

§ 4 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. 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.

§ 5 Additional services

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

§ 6 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.

Additional conditions for certain products and services

B. D&B Credit Reporter (Last updated: Dec 2020)

§ 1 Purpose of D&B Credit Reporter

D&B Credit Reporter enables information to be retrieved from the Dun & Bradstreet databases through an online platform provided by Dun & Bradstreet.

§ 2 Term

D&B Credit Reporter runs indefinitely and may be terminated at the end of a contract year, subject to a notice period of three months. If no other term has been expressly adopted, the minimum contract period is twelve months.

§ 3 Pricing

D&B Credit Reporter is available in different tariff packages. All levels allow access to the same databases, but differ by the maximum number of company reports and country reports (Country Insight Snapshots and Country Insight Reports) that can be retrieved per contract year.

§ 4 Settlement and tariff changes

- (1) The price for the selected tariff package is due in advance of each contract year.
- (2) Any unused quota will expire at the end of the contract year for which it was purchased.
- (3) If the quota is used up prior to the end of the contract year, the Customer may upgrade to a higher tariff package with a larger quota during the year, in doing so replacing the previous tariff package. The Customer will then be treated as if it had purchased the higher tariff package at the beginning of the contract year and the calculation of the new tariff package will include credit for the lower tariff package that was replaced.

§ 5 Costs for repeated retrievals and follow-up notifications

- (1) The retrieval of a given company report is only deducted from the quota once per contract year. The report or its latest version can then be retrieved as often as required until the end of the current contract year at no extra cost.
- (2) The retrieval of a country report (Country Insight Snapshot or Country Insight Report) is chargeable when retrieved for the first time and then again when an updated version is retrieved. If there is an update, this will be mentioned.
- (3) The Customer may receive information by email or via a message to its online mailbox if certain changes have occurred to a record ("company") in the Dun & Bradstreet data set. If the Customer activates the follow-up notifications online itself, there are no additional costs for the alert service. If the Customer has Dun & Bradstreet set up the alert service manually (via bulk upload), its quota will be reduced by the number of companies included in the alert service. Once the follow-up service is activated, the company report in question can be retrieved at any time, up to the end of the current contract year, without being calculated separately (paragraph 1). The quota will only be charged again when the same report is accessed for the first time in the following contract year.

Additional conditions for certain products and services

C. D&B Data Blocks, D&B Finance Analytics, D&B indueD und D&B Risk Analytics

(Last updated: Aug 2022)

§ 1 Subject of D&B Data Blocks, D&B Finance Analytics, D&B indueD and D&B Risk Analytic

D&B Data Blocks, D&B Finance Analytics, D&B indueD and D&B Risk Analytics enable the retrieval of information from Dun & Bradstreet databases. In the case of D&B Data Blocks, access to the databases takes place via an interface to be integrated by the customer into its IT system environment; in the case of D&B Finance Analytics, D&B indueD and D&B Risk Analytics, via an online platform provided by Dun & Bradstreet.

§ 2 Term

(1) User contracts for D&B Data Blocks, D&B Finance Analytics and D&B Risk Analytics shall run for an indefinite period and may be terminated with three months' notice to the end of a contractual year. Unless a different term has been expressly agreed, the minimum contract term is 24 months, so that the first termination is possible at the earliest at the end of the second contract year.

(2) Contracts for use of D&B indueD are limited in time and end after twelve months.

§ 3 Pricing

(1) The ongoing data retrieval for the services included in D&B Data Blocks or D&B Finance Analytics, D&B indueD and D&B Risk Analytics shall be charged against a usage credit acquired by the customer, unless a different type of settlement is specified in the order document ("records under management"). The credit account is kept in records and contains two separate quotas, one for European and one for non-European records. The quotas are charged as follows:

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

3. For each record for which the Customer has activated the monitoring function, its quota is charged at the beginning of a new contract year in the amount of one retrieval.

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

(2) The purchase of additional services outside the scope of the product ordered is offset against credit purchased by the Customer. In the case of D&B Data Blocks, this credit account is referred to as an "add-on" and is managed in units (retrievals); in the case of D&B Finance Analytics and D&B Risk Analytics, the credit for additional services is called the "wallet" and is managed in euros. Each use of an additional service (e.g. ordering research or calling up a Country Insight Report) reduces the credit by one retrieval (for D&B Data Blocks) or by the corresponding price in euros (for D&B Finance Analytics and D&B Risk Analytics).

§ 4 Quota amounts and duration of usage

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

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

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

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

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

Additional conditions for certain products and services

D. D&B Data Integration Toolkit (Last updated: Dec 2020)

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

The D&B Data Integration Toolkit ("DIT") is an interface for retrieving information from the Dun & Bradstreet databases, to be integrated into a system environment of the Customer. The object of the DIT contract is exclusively the provision of the data services by Dun & Bradstreet. 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 Term

The DIT usage contract runs indefinitely and may be terminated at the end of a contract year, subject to a notice period of three months. If no other term has been expressly adopted, the minimum contract period is 24 months, i.e. termination no earlier than at the end of the second contract year.

§ 3 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.

§ 4 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(1)) are added if the Customer decides to retrieve the complete company report again in addition to the notification of changes.

§ 5 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.

Additional conditions for certain products and services

E. D&B Direct for Compliance and D&B Onboard (Last updated: Dec 2020)

§ 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 Term

The usage contract runs indefinitely and may be terminated at the end of a contract year, subject to a notice period of three months. If no other term has been expressly adopted, the minimum contract period is 24 months, i.e. termination no earlier than at the end of the second contract year.

§ 3 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.

§ 4 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.

§ 5 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.

§ 6 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.

Additional conditions for certain products and services

F. D&B Direct for Master Data (Last updated: Dec 2020)

§ 1 Purpose of D&B Direct for Master Data

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

§ 2 Term

D&B Direct for Master Data runs indefinitely and may be terminated at the end of a contract year, subject to a notice period of three months. If no other term has been expressly adopted, the minimum contract period is 36 months, i.e. termination no earlier than at the end of the third contract year.

§ 3 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.

§ 4 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.

§ 5 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.