

Supplier Terms for D&B Finance Analytics

1. **Scope of Licence:** The Buyer is hereby granted a non-exclusive, non-transferable, royalty free licence to access and use the Deliverables and/or Services (which may include Software) specified in the Order Form for the Call-Off Initial Period and any Call-Off Optional Extension Period for the specified purpose(s) of use specified in the Order Form only. IF A TRIAL, then the aforementioned licence is limited to the trial term only for the internal use and display of the Deliverables and Services for the sole purpose of familiarization with the Information and Services to understand its uses and applications, and the Buyer may not use the Deliverables or Services for any commercial purpose. The Buyer shall not exceed the maximum number of Buyer Users stated in the Order Form.
2. **Geographic Restriction:** The Buyer SHALL (AND SHALL PROCURE THAT THE BUYER'S USERS SHALL) ONLY ACCESS AND/OR USE THE DELIVERABLES AND SERVICES IN THE UNITED KINGDOM (INCLUDING NORTHERN IRELAND AND CHANNEL ISLANDS) AND THE REPUBLIC OF IRELAND (THE "TERRITORY") TO SUPPORT ITS BUSINESS OPERATIONS SITUATED WITHIN THE TERRITORY ONLY. The Buyer shall not set up or share its user IDs or passwords outside the Territory, nor may it share the Deliverables accessed under the Order Form with persons located outside the Territory.
3. **Notice Requirements:** The Supplier may serve notice by sending an email to the contact email address stated in the Order Form (or such other email address as the Buyer may have previously notified the Supplier). THE BUYER SHALL SERVE NOTICE BY SENDING AN EMAIL TO CANCELLATIONS@DNB.COM CLEARLY STATING (i) THE BUYER'S NAME IN THE SUBJECT LINE AND (ii) "ORDER FORM REFERENCE [insert order form title and start date] - PLEASE CANCEL THIS ORDER FORM" IN THE EMAIL BODY. Subject to valid notice being received, the Order Form will then terminate on receipt of any such valid cancellation notice. The Buyer is responsible for obtaining their own email delivery receipt as proof of sending.
4. **Data Lifecycle Policy:** The Services licensed under the Order Form are subject to *Dun & Bradstreet's Global Product and Data Lifecycle Policy*, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.
5. **Buyer Data:** Where applicable, data received from the Buyer will be processed in accordance with the *Dun & Bradstreet's Global Data Protection Exhibit*, as set forth at <http://www.dnb.co.uk/dpa> which is incorporated herein. As of 30 January 2026, the Supplier will process data received from the Buyer using the following Subprocessors for the supported activities at the locations specified below. The Supplier may update the Subprocessors used from time to time and the Buyer can view the current list of Subprocessors via <https://www.dnb.com/en-us/utilities/dnbsubprocessors.html>.

Subprocessor Entity	Location of the Responsible Entity	Supported Activity
Amazon Web Services Inc	United States	Cloud storage and computing
Axway Inc	United States	File transfer and API services
Concentrix Corporation	Cvg United States	Process outsourcing - data cleansing, data processing, outbound phone calls, data updates
Cybersoft Inc	United States	Process outsourcing - data processing, outbound phone calls, update records
Dow Jones & Company, Inc.	United States	Business due diligence services
Ensono, Inc.	United States	Cloud infrastructure
Google LLC	United States	Cloud service provider

6. The Buyer may not upload the Deliverables into other enterprise resource planning (which may include a data warehouse) or customer relationship management systems for the purposes of integrating multiple business processes and data sources.
7. Any unused amounts associated with the Services or carryovers from previous agreements will not be carried over or credited to current or subsequent Order Forms.
8. **Artificial Intelligence:** The following terms apply to the use of artificial intelligence:
 - (a) **Definitions:**
 - i. "Gen AI" means an artificial intelligence technology that exists now or may be developed in the future that: (I) is trained on data, (II) interacts with a person using text, audio, or visual communication, and (iii) generates non-scripted outputs similar to outputs created by a human, with limited or no human oversight;
 - ii. "Grounding" means the use of Deliverables to align Gen AI outputs with verified and contextually relevant data, for the purpose of improving factual accuracy, reliability, and relevance of such outputs. Grounding does not include training or fine-tuning Large Language Models (LLMs); and
 - iii. "Variations" means information based upon, developed from, or otherwise incorporating all or any part of the Deliverables, and which retains or conveys all or any portion of the original meaning, insight, analytical value, content, or conclusions of the Deliverables.
 - (b) **Supplier Responsible Gen AI Commitments:** The Supplier will not use the Buyer prompts or queries for the purpose of training or tuning any Gen AI models. The Supplier is committed to responsible AI, as stated in the *Privacy, Data Transparency, and AI Trust Centre* located at <https://www.dnb.com/en-us/why-dnb/data-transparency/ai-systems.html>
 - (c) **Permitted Machine Learning License:** the Buyer may, in connection with the permitted uses set forth in the Order Form, use the Deliverables to develop statistical and machine learning models (i.e., regression, decision trees), provided that: (i) such models are designed to perform specific tasks by identifying patterns within the Deliverables and making predictions or decisions based on those patterns; (ii) the models include documentation sufficient to reasonably explain decision-making processes and output, in accordance with industry standards for model interpretability (i.e., feature importance, decision paths, audit trails); and (iii) the models do not serve as a substitute for, replicate, or eliminate the need for the Deliverables.
 - (d) **Additional Permission Requirement:** the Buyer must have separate written permission from the Supplier prior to using Supplier-provided consumer data, contact information, or other personal data under the Permitted Machine Learning License.
 - (e) **Restrictions:** Notwithstanding the foregoing, the Buyer shall not, and shall not permit any third party to: (i) use the Deliverables or Variations to develop, train, fine-tune, reinforce learning in, adjust weights in, customize or otherwise modify, enhance, improve or optimize any Gen AI; (ii) use the Deliverables or Variations in any publicly-available or public-facing Gen AI; or (iii) commercialize, or distribute any output or action that is based on or derived from the Deliverables or Variations.

ADDITIONAL ORDER TERMS FOR FINANCE ANALYTICS:

1. The Buyer warrants that, if applicable based on use of third-party consumer credit reports within the Service, it has and will comply with local laws.

2. D&B Credit Check for Salesforce connects the Services directly to the Salesforce.com application and accordingly is subject to the terms provided by Salesforce.com, as well as the terms set out in the Order Form. The Supplier has no responsibility for the storage, maintenance, accessibility, or security of the data once integrated into Salesforce.com.
3. Records Under Management: Other than when Trial is selected, provided that the Buyer pays the Fees in full during the applicable Call-Off Initial Period and any Call-Off Optional Extension Period, the Buyer shall have access to features made available within the D&B Finance Analytics subscription specified herein, including the ability to get credit reports and portfolio records and the ability to load account receivable data, according to the number of records under management specified in the Order Form. In the event the Buyer uses additional records under management, from that specified in the Order Form, the Buyer shall be billed for such overage on a monthly basis based on the fees set out in the Order Form. If Trial is selected, the Buyer shall have access to features made available within the D&B Finance Analytics subscription specified herein, including the ability to get credit reports and portfolio records and the ability to load accounts receivable data, according to the number of records under management specified herein.
4. Screening Services: The Supplier agrees to provide screening services providing published and publicly available information on Entities to assist the Buyer in assessing and managing risk with respect to legal and regulatory compliance obligations including money laundering, fraud, corruption, terrorism, organized crime, regulatory and suspicious activity reporting, sanctions, embargoes, and other regulatory risks and associated obligations. "Entity" means each organisation name, whether they are the primary name associated with a D-U-N-S® Number, a trade style, a linked D-U-N-S® Number or a beneficial owner; and, individual people names (for example principals), inclusive of all levels of the Buyer file expansion, that has been sent as a key string to the screening vendor to identify a potential match on that vendors database and "Entities" shall be construed accordingly. The Buyer is responsible for reviewing screening results to eliminate false positives.