

Supplier Terms for D&B Risk Analytics

1. **Scope of License:** The Buyer is hereby granted a non-exclusive, non-transferable, royalty free license 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 Extension Period for the purpose(s) of use specified in the Order Form only. IF A TRIAL, the aforementioned license 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 Deliverables and Services to understand its uses and applications, and the Buyer may not use the Deliverables or Services for any commercial purpose. Use of the Service in excess of the volumes set out herein is not available. Any unused amounts associated with the Services or carryovers from previous agreements or orders will not be carried over or credited to current or subsequent Order Forms.

2. **Geographic Restriction:** THE BUYER SHALL (AND SHALL PROCURE THAT BUYER 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 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 a 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 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 Cvg Corporation	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 share Deliverables with third parties to support or facilitate the conversion of Deliverables to digital identifiers intended to support online advertising, targeting, marketing or related activities which would compete with similar Deliverables.

7. The Supplier may need to change the terms of the Order Form from time to time due to: (a) Change in Law, or (b) decisions or recommendations we have to follow such as those made by a court, regulator or government agency, that are beyond the Supplier's control. The Supplier will notify the Buyer and request a Variation to the Contract in accordance with the CCS General Terms.

8. Notwithstanding the foregoing, as a result of governmental requirements, the Supplier is prohibited from providing credit rating services, as well as access to any subscription services in relation to credit rating activities, or configured financial data (such as estimated/modelled sales/employees, ratios, growth rates and industry quartiles) to any person or entity in Russia, or any Russian person or entity, and accordingly the Buyer agrees not to enable such use of the Services.

9. **Records Under Management:** Each unique D-U-N-S® Number associated with a record loaded to or received through the Supply Base or Screening Services is a "record under management". Provided that the Buyer pays the Fees in full during the Call-Off Initial Period and any Call-Off Optional Extension Period, the Buyer shall have access to the applicable Services according to the number of records under management specified herein. Additional records under management exceeding the applicable region's records under management during the applicable Contract Year will result in monthly overage billing based on the overage price per record under management noted within the Order Form.

10. **Artificial Intelligence:** The following terms apply to the use of artificial intelligence:

(a) **Definitions:**

- "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;
- "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
- "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.

11. **Outreach Portal:** the following terms and definitions apply to the use of the Outreach Portal:

- The Buyer shall access and use the Service only in a manner that complies with all applicable laws and does not cause the Supplier to violate any applicable laws. This includes, without limitation, all laws, regulations, regulatory conditions, codes of practice, industry standards, and orders applicable to the parties or the Service, such as those governing privacy and data protection, electronic communications and messaging (e.g., anti-spam/marketing rules, calling/texting restrictions, consent requirements, do-not-call registries), telecommunications, lawful intercept and data retention, content standards, consumer protection, accessibility and export controls and sanctions;
- The Buyer represents and warrants that its use of the Outreach Portal (including the processing of its Email Invites and Questionnaires, as defined below) will comply with applicable laws. The Buyer shall: (i) maintain a lawful basis for all data processed through its use of the Outreach Portal; (ii) not use the Outreach Portal to send unlawful, harmful, or unauthorized communications; (iii) not upload or route data in Outreach Portal in violation of applicable laws; and (iv) promptly notify the Supplier of any actual or suspected non-compliance that could affect the Service or the Supplier;
- The Buyer shall not upload, transmit, or otherwise make available to the Outreach Portal any data that is classified as special categories of personal data (e.g., national personal identification numbers, financial account numbers, payment card data subject to PCI DSS, account login details, racial or ethnic origin,

political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for identification, health data, data concerning sex life or sexual orientation, and protected health information) or criminal convictions and offences data;

- (d) The Supplier may suspend or restrict the Buyer's access to the Service where the Supplier reasonably determines that the Buyer's use is (or is likely to be) non-compliant with applicable laws and could subject the Supplier to legal or regulatory liability, after providing notice where practicable;
- (e) Questionnaire: means any questionnaire that is sent with any email invite;
- (f) Translations for questionnaires, emails and support documents must be provided by the Buyer. Any questionnaires created by the Buyer within the Outreach Portal, and any additional terms and conditions created by the Buyer for such questionnaires, are solely the responsibility of the Buyer. In the event of a conflict between the Supplier-provided questionnaire terms and conditions and the Buyer-created questionnaire terms and conditions, the Supplier-provided questionnaire terms and conditions shall take precedence;
- (g) User: means each unique email accessing the Outreach Portal;
- (h) Language: means English, as the core supported language. Any translation the Buyer provides for use with the Service per questionnaire is counted as an additional language; and Email Invite: each email sent with a questionnaire to a D-U-N-S® Numbered entity from the Buyer's portfolio.

ADDITIONAL ORDER TERMS RELATING TO D&B RISK ANALYTICS SUPPLIER INTELLIGENCE:

1. The Supplier agrees to provide screening services ("Screening Services") providing information derived from publicly available sources about Risk Analytics Data Subjects (collectively, "Risk Analytics Information") 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 ("Regulatory Compliance Obligations"). "Risk Analytics Data Subject" means the entity that is, or the living individual to whom personal data is related who is, to be the subject of a screening transaction request made by the Buyer within the Services for the delivery of Deliverables and all levels of the Buyer file expansion described above. "Entity" means the organization names, 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), that have been sent as a key string to the screening vendor to identify a potential match on that vendor's database.
2. The Buyer's use shall solely be in connection with D&B Risk Analytics Supply Base Management application. Risk Analytics Information used for any application outside of D&B Risk Analytics Supply Base Management would be subject to additional fees.
3. Any unused amounts associated with the Services or carryovers from previous agreements will not be carried over or credited to current or subsequent Contract Year(s).

ADDITIONAL ORDER TERMS RELATING TO THE ESG MODULE:

1. Some data used by the Supplier in providing the Services is self-reported and has not been independently validated by the third party data provider or the Supplier. The Supplier disclaims all representations and warranties, express or implied, related to the completeness, collection, accuracy and compilation of such data.
2. The Buyer acknowledges that the Supplier will send emails to third parties ("Third Party Suppliers") selected by the Buyer to request that they complete ESG questionnaires. The Buyer represents and warrants that it has a relationship with Third Party Suppliers that enables the Supplier to send such email as a transactional (non-commercial) email under legislation relating to the locality where Third Party Supplier is based. The Supplier will analyze and summarize the ESG data provided by Third Party Suppliers via the ESG questionnaires and combine it with other data sources to enable the Supplier to create and distribute ESG rankings ("ESG Rankings") to its customers and partners. In order for the Supplier to create an ESG Ranking for a Third Party Supplier, the Supplier must obtain a completed ESG questionnaire. In the Supplier's email sending the ESG questionnaire, the Supplier will notify Third Party Supplier of the creation of an ESG Ranking to be shared with customers and partners. Third Party Supplier must accept such terms if Third Party Supplier chooses to respond to the ESG questionnaire.

ADDITIONAL ORDER TERMS RELATING TO RISK ANALYTICS COMPLIANCE INTELLIGENCE:

1. Definitions: for the purposes of the Order Form, the following apply:
 - a. Compliance Requirements: means performing customer or counterparty due diligence and other screening and risk management activities carried out to comply with legal or regulatory obligations, risk management procedures and good industry practice to which the Buyer is subject, each to the extent permitted under, and subject always to, Data Protection Law governing the protection of individuals with regard to the processing of personal data and the guidance and codes of practice issued by a relevant Data Protection Supervisory Authority (meaning an independent public authority which is concerned with the processing of Personal Data)
 - b. Core: means entity resolution, company information, upward linkage, industry, principal details, ultimate beneficial ownership (UBO), and existence and number of events;
 - c. Core+: means full family tree, current and previous financials and event details;
 - d. Beneficial Owner: a Beneficial Owner is an individual person who ultimately gains from, or has control over, a given company. A Beneficial Owner can either be a direct shareholder in the company or have an equity holding in another entity that has ownership in the company;
 - e. Special Category Data: has the meaning given to special categories of personal data and/or special category data in the Data Protection Legislation;
2. In order to utilize these Services and/or the Deliverables, the Buyer must: (i) provide the entity to which Deliverables or Services relate with information necessary to ensure fair processing (such as information about the purposes of processing) and obtain any required consent(s). If requested by the Supplier, the Buyer shall provide documented evidence of compliance with this requirement. If the Buyer is unable to provide such evidence, further access to the Deliverables or Services may be withheld; (ii) respond to any access and correction requests of data subjects in respect of its further processing of Deliverables made available to the Buyer in the Services; and (iii) implement appropriate technical, physical and organizational security measures, having regard to the state of the art and the costs of implementation, to protect: (a) Deliverables made available to the Buyer in the Services against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other forms of unlawful Processing; and (b) the Buyer's equipment (including devices used by the Buyer Users to access the Services) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and ensure secure access to the Service.
3. The Services may involve the processing of personal data, which may include Special Category Data (in particular, racial or ethnic origin, political opinions, religious, cultural or philosophical beliefs and/or trade union membership) and/or Criminal Data (meaning personal data relating to criminal allegations, proceedings, convictions or offences and related security measures). The Buyer shall comply with the respective laws and regulations within the jurisdictions in which it processes personal data, including data protection and privacy.
4. The Supplier does not imply any negative inferences about any data subjects or entities referred to within the Deliverables merely due to their inclusion.
5. The Buyer shall safeguard all copies of the Deliverables against unauthorized disclosure, and shall take all reasonable steps to ensure that the provisions of the Order Form are not violated by any person under the Buyer control directly or indirectly.
6. Buyer Declaration: The Buyer represents and warrants that it is an entity subject to Compliance Requirements and agrees to be bound by the terms set out in the Order Form.
7. The Supplier agrees to make available to the Buyer a database/querying service to assist the Buyer in assessing and managing risk screen with respect to its Compliance Requirements.

8. Regulatory Review: The Buyer acknowledges that the terms of the Order Form may be subject to review by any governmental, regulatory or supervisory authority (the "Regulatory Authorities"). The Buyer agrees to accept any amendments to the Order Form required by Regulatory Authorities.
9. Buyer User Restrictions: Buyer Users shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Deliverables to any third party, including other parties in the Buyer's or its affiliate's group, nor make the Deliverables available for any such use; (b) remove, conceal or alter any copyright notices contained in the Deliverables; (c) create or store in electronic form any shared library or archive of Deliverables which could be used as a research application; (d) share the password which they use to access the Services and/or Deliverables with any third party. Buyer Users must notify their account administrator or the Supplier if they are aware of or suspect that any user ID or password is either being used by any person not authorized by the Buyer to use the Services or is being used by anyone other than a named user.
10. The Buyer's use of the Deliverables shall be for its own screening purposes and shall be in accordance with the purpose of use set out in the Order Form. The Buyer remains fully responsible and accountable for complying with all of its Compliance Requirements, including, without limitation, where the Buyer has created a RISK PROFILE and any RULES TO REVIEW FALSE POSITIVES it has determined. Any Deliverables provided and categorized by the Supplier is subject to the Disclaimer set out below. The Buyer is at all times responsible for the adequacy, quality and effectiveness of its compliance and/or risk assessments and decision-making that include any of the Deliverables.
11. Each unique D-U-N-S® Number associated with a record loaded to or received through the portfolio and each Entity (as defined below) associated with restricted party screening services is a RUM. For the purposes of this clause, ("Entity") means each organization name, whether they are the primary name associated with a D-U-N-S® Number, a trading name, a linked D-U-N-S® Number or a Beneficial Owner and individual people names (for example principals), that has been sent as a key string to identify a potential match. RUM exceeding the applicable region's records under management during the Contract Year will result in monthly overage billing based on the overage price per RUM noted in the Order Form.
12. DISCLAIMER: OTHER THAN AS EXPLICITLY STATED IN THE ORDER FORM, (i) ALL DELIVERABLES, INFORMATION, SERVICES, COUNTRY AND REGION INSIGHT REPORTS OR SOFTWARE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, (ii) THE SUPPLIER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, SATISFACTORY QUALITY, CONFORMITY WITH DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE, AND (iii) THE SUPPLIER DO NOT WARRANT THAT THE DELIVERABLES, INFORMATION, SERVICES, COUNTRY AND REGION INSIGHT REPORTS OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE AND THE SUPPLIER DISCLAIM ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE, OR THE SUPPLIER'S CONDUCT IN PROCURING, COMPILING AND INTERPRETING SERVICES.
13. Restricted Party Screening Module:
 - a. The Supplier's screening services ("Screening Services") provide access to published and publicly available information on entities to assist the Buyer in assessing and managing risk with respect to Compliance Requirements.
 - b. Monitoring: The Supplier can perform automated daily portfolio monitoring of the names entities which have been submitted for screening providing new screening alert information as it becomes available. The portfolio is screened and monitored against the Buyer's preconfigured screening settings.
 - c. Supplier Data Expansion: When an acceptable match to a D-U-N-S® Number is available, expansion will be based on the Buyer-provided target entity name only. Data expansion appends are at the point of initial screen and rescreening only and requires existing access to the data selected for expansion. The Supplier data expansion is based on the Buyer's selection as part of the restricted party screening workflow. Supplier data expansion will include additional entities in the screening:
 - i. Tradestyles: the Supplier legal business name and tradestyle(s), where available
 - ii. Executives: chief executive officer name and other principals, where available
 - iii. Linkage: global upward linkage from the target entity data, which includes corporate entities (i.e., parent, domestic ultimate, and global ultimate), where available
 - iv. Beneficial Owners: Beneficial Owner expansion applies to the target entity and is the expansion and the collation of entities that hold control over a given D-U-N-S® Number based on a defined percentage of ownership, normally set at twenty-five percent (25%), but can be amended to different percentages where requested by the Buyer.
 - d. The Supplier hereby represents and warrants to the Buyer that:
 - i. The Supplier is responsible for obtaining any consent from, and/or providing any notice to, third parties (including any affiliates of such third parties, and any individuals associated with such third party or third party's affiliates) that is necessary under Data Protection Laws to enable the processing of personal information described herein. For purposes of clarification, the Buyer is the Controller of any data stored in its instance of D&B Risk Analytics.
 - ii. The Buyer has used reasonable care to provide the Supplier with accurate identifying information for the entities in English and local language, including native characters;
 - iii. The Buyer is fully responsible and accountable for reviewing screening results to avoid false positives;
 - iv. The Buyer will notify the Supplier promptly (and in any event within one (1) business day of receipt or sooner if required to meet with any earlier time-limit) of any inquiry, communication, request or complaint from any governmental, regulatory or supervisory authority and/or any data subject (together "Third Parties"), relating to the Services, any personal data within the Deliverables and/or any obligations under Data Protection Law, and shall provide all reasonable assistance to the Buyer free of costs to enable the Buyer to respond to such inquiries, communications, requests or complaints and to meet applicable statutory or regulatory deadlines. The Buyer shall not disclose personal data to any of the Third Parties unless it is obliged by law or a valid and binding order of a court or other legal judicial process to disclose it and has otherwise complied with the obligations in this clause; and
 - v. Information with respect to individual data subjects was not collected for any "permissible purpose" (as defined under the Fair Credit Reporting Act (15 U.S.C. § 1681, section 604).
14. Where the Registry Intelligence Module is selected, the Buyer will have access to the Supplier's Country and Region Insight Reports. Where these are billed to the Buyer, the Buyer will receive a credit for these reports.

