

Supplier Terms for D&B Hoovers

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 Optional Extension Period. IF A TRIAL, then the aforementioned license is limited to the trial term only. During the trial term, the license is for the Buyer's internal use and display of the Deliverables and Services for the sole purpose of familiarization with the Deliverables and Services and/or development and testing, 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 Seats stated in the Order Form in accordance with the Additional Terms for D&B Hoovers section below.

2. **Geographic Restriction:** THE BUYER SHALL (AND SHALL PROCURE THAT ITS 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") AT THE LOCATION(S) SPECIFIED IN THE ORDER FORM TO SUPPORT ONLY ITS BUSINESS OPERATIONS SITUATED WITHIN THE TERRITORY. 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 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 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
Ensono, Inc.	United States	Cloud infrastructure
Google LLC	United States	Cloud service provider

6. 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.

7. **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.

ADDITIONAL TERMS for D&B Hoovers:

CRM & MARKETING AUTOMATION CONNECTORS: CRM and Marketing Automation Connectors are included with D&B Hoovers Focus and Predict subscriptions. The CRM and Marketing Automation Connectors provide inbound processing of records (up to the maximum records allowed per the Service) during the Call-Off Initial Period and any Call-Off Optional Extension Period. The Supplier shall provide access to one (1) CRM and/or one (1) Marketing Automation Connector supported by the Supplier upon request of the Buyer. If the Buyer chooses to move from a standalone subscription to a CRM subscription, the Supplier shall provide 30 (thirty) days of dual access to allow for a smooth transition.

1. **Use of Service:** The Supplier shall issue to the Buyer a confidential access code assigned to the Buyer ("Buyer Account ID") for authorized use and access to the Services by a Buyer User. The Buyer may provide the Buyer Account ID to its employees, up to the quantity of Seat(s) licensed within the Order Form (each, an "Authorized User"). A "User ID" means the unique and distinctive "log-on" identifier selected by an Authorized User that is used in conjunction with a user selected password that enables authorized access to the Services. Each individual Authorized User represents one Seat, regardless of whether the individual is actively using the Service at any given time. No User ID sharing is permitted except in the event of a transition of responsibilities from a current authorized individual to his or her replacement, which shall be no longer than thirty (30) days. Deliverables accessed through the Services may not be shared outside of the licensed seat population. Buyer's Users shall not copy, download, upload, or in any other way reproduce Deliverables to create a master data management solution. Included Company and Contacts exports not to exceed 10,000,000 (ten million) each.

2. The Supplier reserves the right to monitor the Services set forth in the Order Form subscribed to by the Buyer, to audit the Buyer's and Buyer User(s)' compliance with these terms, including the right to deploy IP authentication and/or protected PDF digital rights management. The Buyer acknowledges that such monitoring of use may include determining whether or not the Service is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Buyer Users shall not copy, download, upload or in any other way reproduce Deliverables for the purpose of aggregating Deliverables. Systematic access or extraction of content from the Service, including the use of "bots" or "spiders", is prohibited. The Supplier may suspend the Buyer's access to the Services if the Supplier reasonably suspects or believes it detects any prohibited use of the Services, provided that the Supplier first provides the Buyer with five (5) days prior notice to remedy such material breach of these terms. Any investigation will be carried out promptly and the Buyer agrees to cooperate with the Supplier in connection with any such investigation. A suspension under this section shall not modify or otherwise be deemed a waiver of the Supplier's right to terminate, or any other right or remedy, available under the Call-Off Contract or under applicable law.
3. **D&B Hoovers Audience Builder Package:** Records Under Management will be measured by unique D-U-N-S® Number from each company record hosted in D&B Hoovers Audience Builder Package.
4. **Contact Information:** Data Subjects have not opted in or otherwise expressly consented to receive direct electronic marketing from the Buyer. Applicable marketing legislation relating to the locality of Data Subjects should be checked prior to direct marketing. The Supplier will inform the Buyer of Data Subjects who have informed the Supplier they object to receiving direct marketing. Their objection is either indicated on their record or their details are provided in a separate file to the Buyer. It is the Buyer's responsibility to check these sources (as well as their own and any industry opt out lists such as the Mail Preference Service and Telephone Preference Service) and observe their objection. The Buyer use of the Contact Information shall be for its own marketing and sales purposes and all opt out provisions and/or opt out links in the Buyer's marketing and sales materials shall pertain to opting out of the Buyer's marketing lists and/or the Buyer's databases only. "Contact Information" means professional information the Supplier collects and compiles relating to a person in the context of business which may include but is not limited to, names, titles, business phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles. "Data Subject" means an individual person who is the subject of, represented within or identifiable by Contact Information.
5. **100% Hard Bounce Contact Replacement Guarantee:** The Supplier will replace contact credits for any contact sourced from the Service which has an undeliverable email address provided that, no more than once a quarter, the Buyer submits the bounce report and list of email addresses to the Supplier at <https://support.dnb.com/> the Supplier will then credit Buyer's account an equal number of credits. Credits for undeliverable emails during the final three (3) months of a particular Contract Year will only be carried over to the Contract Year immediately following such Contract Year, if any.
6. **Buyer Intent:** shall mean the customized intent deliverable(s) built by the Supplier based on the key words or phrases submitted by the Buyer. The Buyer must submit a minimum of eighty (80) key words or phrases per model. Model creation will begin upon receipt of key words or phrases. Each week during the Contract Year, the Buyer will receive weekly updates of company intent based upon that model to the Buyer's D&B Hoovers instance. The quantity of companies provided will vary each week. Buyer Intent includes Buyer Intent implementation for Contract Year One only. The Buyer Intent Implementation Service is subject to a maximum of one (1) day (7 hours) of the Supplier's Professional Services; additional support required beyond that one (1) day will be charged at the Supplier's standard daily rate.
7. The Buyer is licensed to access the Services selected below to manage company records ("Total Records Under Management"), solely for the purposes of lead generation, sales channel management, customer relationship management ("CRM") or marketing automation platform ("MAP"), customer acquisition, order entry, mailing lists, segmentation analysis, campaign management, and call center management, with respect to D&B Visitor Intelligence, anonymous visitor identification.