

D&B License Terms

SCROLL DOWN TO READ THESE LICENSE TERMS ("AGREEMENT") AND CLICK THE "ACCEPT TERMS" BUTTON AT THE END. CLICKING ON "ACCEPT TERMS" MEANS YOU HAVE READ, UNDERSTAND AND UNCONDITIONALLY AGREE TO THESE TERMS AND CONDITIONS AS IF YOU HAD ORIGINALLY AGREED TO THEM IN A SIGNED WRITING. IF YOU DO NOT AGREE, D&B IS UNWILLING TO LICENSE THE SOFTWARE AND INFORMATION TO YOU.

In consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Information and Software is licensed by Dun & Bradstreet, Inc. ("D&B") to You provided that You comply with the terms and conditions below. "You" "Yourself" or "Your" means the individual or single end-user customer organization executing this Agreement. "Information" means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business data, legal or financial data, data about individuals associated with such business, D-U-N-S Numbers®, and ratings on such business entities that D&B uses to provide services to, and in some case provides to, its customers. "Software" means computer programs, APIs, or applications (including those accessed remotely), documentation and media provided by or on behalf of D&B.

1. License; Restrictions

1.1. D&B grants to You a non-exclusive, non-transferable license ("License") to use and display the Information and Software (in object code format only) subject to the limitations contained in this Agreement. The Software and Information may be accessed by You only in the United States and/or Canada to support Your U.S. and/or Canadian business. You shall not share Your user ID's and passwords outside the U.S and/or Canada, nor may You share Software and Information with persons located outside the U.S and/or Canada. Unless otherwise agreed in writing, each License is for a term of twelve (12) months from the date you are first provided access to the applicable Software or Information. D&B retains all ownership rights (including copyrights and other intellectual property rights) in the Information and Software, in any form, and You obtain only such rights as are explicitly granted in this Agreement.

1.2. Information and Software is Licensed for internal use only by You and Your employees with a need to know. You will not provide Software or Information to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Software or Information to generate any mathematical, statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings.

1.3. You will not use the Information or Software to engage in any unfair or deceptive practices and will use the Software and Information only in compliance with applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances, common law or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof.

1.4. You will not use Information as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for (i) personal, family or household purposes; or (ii) employment.

1.5. Upon expiration or termination of a License with respect to particular Information, or upon receipt of Information that is intended to supersede previously obtained Information You will immediately delete or destroy all originals and copies of the Information, and upon request, provide D&B with a certification thereof.

1.6. Upon reasonable notice and during regular business hours, You will permit D&B to inspect the locations at, or computer systems on which, Software and Information is used, stored or transmitted so that D&B can verify Your compliance with this Agreement.

1.7. You shall not perform or permit bulk/batch loads unless you have received D&B's prior written approval. D&B reserves the right to limit the volume of inquiries placed at any time. You shall not tamper with, bypass or alter security features or attempt to do so. D&B reserves the right to monitor Your use to ensure compliance with this Agreement. If such monitoring indicates You are not in compliance with this Agreement, D&B reserves the right to take such action as it deems necessary, including, but not limited to, suspension or termination of Your account. You acknowledge that such monitoring of use may include determining whether or not the Information is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Systematic access, automatic harvesting or extraction of Information, including the use of "bots" or "spiders", is prohibited.

1.8. Software "Updates" (i.e., minor enhancements, additions, and substitutions to Software, including corrections and bug fixes) are provided at no additional fee, if made commercially available by D&B. "Upgrades" (i.e., modifications, additions or substitutions that result in a substantial change, improvement or addition to Software), if made commercially available by D&B, are provided for an additional fee, if applicable. The determination of whether a matter involves an Update or an Upgrade is within the sole discretion of D&B. All Updates and Upgrades made available to You are subject to this Agreement.

1.9. D-U-N-S Numbers are proprietary to and controlled by D&B. D&B grants You a non-exclusive, perpetual, limited license to use D-U-N-S Numbers (excluding linkage D-U-N-S Numbers) solely for

identification purposes and only for Your internal business use. Where practicable, You will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

2. Payment; Taxes

2.1 You will pay D&B in accordance with the Order. Except as stipulated in an Order, D&B reserves the right to revise transactional pricing upon thirty (30) days notice. A late payment charge of the lesser of 1½% per month or the highest lawful rate may be applied to any outstanding balances until paid. You will pay any applicable taxes relating to this Agreement, other than taxes based on D&B income and franchise - related taxes.

3. Disclaimer of Warranties

3.1 Though D&B uses extensive procedures to keep its database current and to promote data accuracy, You acknowledges that the Information will contain a degree of error.

ALL INFORMATION AND SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, D&B DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. D&B DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF SOFTWARE AND INFORMATION, SERVICE LEVELS OR PERFORMANCE. D&B WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, D&B'S CONDUCT IN COLLECTING, COMPILING, CREATING OR INTERPRETING INFORMATION. D&B DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT AND AVAILABILITY OF ANY THIRD PARTY WEBSITE THAT ARE LINKED TO THIS WEBSITE.

3.2 D&B does not guarantee that the Information meets the requirements of any applicable federal, or state law, rule or regulation related to the use of contact Information (e.g. names, phone and facsimile numbers, email addresses) including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists, and Customer shall be responsible for compliance with such laws in connection with its use of the Information.

4. Copyrights and Other Proprietary Rights

4.1. Software and Information are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. You will not disclose, contest the validity or D&B's ownership of, or impair the value of the Information in any way. You will reproduce D&B's copyright and proprietary rights legend on all copies.

4.2. You shall not use any trademark, service mark, or trade name of D&B or any of its affiliated companies without D&B's prior written consent.

4.3 You agree to treat as confidential and prevent the disclosure to third parties of all technical information, marketing, product and affairs, and other proprietary and trade secret information and data concerning the business of D&B and its proprietary technology, that may be supplied or made available by D&B hereunder or which You may otherwise acquire during the term of this Agreement ("Confidential Information"). You agree that all Confidential Information received by You in accordance with this Agreement shall remain confidential and shall not be disclosed by You to anyone. However, You may disclose Confidential Information to those of Your employees who are necessary for accomplishing the aforementioned purposes of this Agreement, so long as You obtain from each employee a separate agreement signed and in writing whereby the employee agrees to be bound by obligations of non-disclosure and non-use no less restrictive than that undertaken by You in accordance with this Agreement.

4.4 You shall implement and maintain security measures with respect to the Software and Information in Your possession that effectively restrict access to Software and Information only to authorized users with a need to know, and protect Software and Information from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those You employs to safeguard Your most confidential information. You shall supply D&B with a description of such security measures at D&B's request. In the event of an actual or suspected breach of such security measures, You shall provide D&B prompt, but in no event later than (2) days after becoming aware, written notice of any security incident that involves, or which You reasonably believes involves, the unauthorized access, use or disclosure of Software or Information.

5. Termination

5.1. In the event of breach by You, D&B may terminate this Agreement without prior notice.

5.2. The provisions set forth in Sections 1 (excluding 1.1), 2, 3, 4, 5, 6, and 7, shall survive the termination of this Agreement and shall continue in force in perpetuity.

6. LIMITATIONS OF LIABILITY

6.1 THE MAXIMUM LIABILITY OF D&B, ANY OF ITS AFFILIATE, AND THE OFFICERS, DIRECTORS, EMPLOYEE, SHAREHOLDERS OR AGENTS OF ANY OF THEM TO YOU OR A THIRD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) OR IN CONNECTION WITH THIS WEBSITE IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR

COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY, WILL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIMS WILL BE BROUGHT, IN ACCORDANCE WITH THIS AGREEMENT, WITHIN 12 MONTHS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH CLAIMS, OR SUCH CLAIMS WILL BE FOREVER BARRED. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST D&B ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

6.2 D&B SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Choice of Law

7.1 The laws of the State of New York (USA) (without giving effect to its conflicts of law principles) govern all matters, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York (USA). You will pay all costs and expenses, including reasonable attorneys' fees, that D&B incurs in any action to enforce Your obligations under this Agreement.

8. Miscellaneous

8.1 You may not assign or transfer this Agreement or any rights granted herein without the prior written consent of D&B, and any attempt at such assignment or transfer without D&B's prior written consent shall be void.

8.2 Third parties (including but not limited to Microsoft) that provide Information, Software or services to D&B for use in providing the Information or Software are entitled to the benefits and protections of Sections 3 and 6 to the same extent as D&B.

8.3 In no event shall any terms or conditions included on any form of Your purchase order apply to the relationship between D&B and You hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.