



General Terms and Conditions

Bisnode Deutschland GmbH
Bisnode D&B Deutschland GmbH

Overview

Dated: July 2018

Basic Terms and Conditions for the Business Relationship.....	3
Additional Terms and Conditions for the Bisnode RiskGuardian Suite.....	7
Additional Terms and Conditions for D&B Access for the Internet.....	8
Additional Terms and Conditions for D&B Credit	9
Additional Terms and Conditions for the D&B Data Integration Toolkit	10
Additional Terms and Conditions for D&B Direct for Compliance.....	11
Additional Terms and Conditions for D&B Direct for Master Data	12
Additional Terms and Conditions for D&B Onboard.....	13

Basic Terms and Conditions for the Business Relationship

Dated: July 2018

I. Scope of these General Terms and Conditions

§ 1 Scope

Solely these General Terms and Conditions, including the special terms and conditions for certain products and services, apply for the business relationship between Bisnode Deutschland GmbH and Bisnode D&B Deutschland GmbH, Robert-Bosch-Straße 11, 64293 Darmstadt/Germany ("Bisnode") and their contract partners ("customers"). In the event of contradictions and conflicting regulations, any individual agreements reached with the customer shall take precedence, followed by the content of the specific contract (Bisnode order form), any product-related special terms and conditions and, finally, these General Terms and Conditions. Any conflicting terms and conditions established by the customer shall not become part of the contract; Bisnode shall expressly consent to their validity in writing. These General Terms and Conditions do not apply for customers acting as consumers within the meaning of Section 13 of the German Civil Code (BGB) at the time of conclusion of the contract.

§ 2 Amendments to the General Terms and Conditions

Amendments to the General Terms and Conditions are communicated to the customer, either in writing or by way of a note in the personal area of its electronic user account, no later than two months prior to the proposed entry into force. The amendments shall take effect, if they are accepted by the customer, or they have not been rejected prior to the proposed date on which they take effect. Bisnode shall notify the customer of this deemed approval effect in the notification of amendment.

§ 3 Conclusion of the contract

Offers submitted by Bisnode are non-binding, unless otherwise indicated in the offer. The contract enters into force upon confirmation of the order (order confirmation) by Bisnode, however, no later than upon provision of the service.

§ 4 Application of German law

German law applies for the business relationship between the customer and Bisnode to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and legal provisions that refer to other legislation. The contract language is German. The German version of the text alone is applicable for the interpretation of all agreements.

§ 5 Place of fulfilment and legal domicile

The place of fulfilment is Darmstadt/Germany. The legal domicile for disputes arising from or in connection with the contractual relationship that exists between Bisnode and the customer is Darmstadt/Germany. However, Bisnode is also entitled to bring

an action before the competent court for the customer's place of business. Mandatory legal provisions on exclusive jurisdictions remain unaffected by this regulation.

§ 6 Written form

Amendments and supplements to this contract must be made in writing to be valid.

II. Quality of the services and rights of use

§ 7 Content and scope of commercial information

If the services provided by Bisnode involve the provision of data, this relates to information on companies, legal persons, and (if this involves information from or in connection with a commercial or comparable activity) sole traders, tradespersons, and freelancers ("business information"), which Bisnode acquires through direct research (for example via telephone interviews) as well as by analyzing generally accessible registers, records, official notifications, and similar sources as well as by analyses based on sector comparisons, average values, estimates, or similar calculation models. The dependence on external data sources and the constant state of flux of the data pool means that the content offered may not always be current or complete. Bisnode is not liable for producing specific information whose scope and content has previously been arranged with a customer, but rather for the transfer of the search result, as it exists and is available to Bisnode at the time it is provided to the customer.

§ 8 Properties and significance of business information

Bisnode accepts no responsibility for the suitability of the delivered data for the customer's intended purpose. Information in test systems, sample data records, and other information or demonstration material provided by Bisnode must not be construed as guarantees or assurances of specific qualities. In particular, Bisnode notes that

1. the provision of address and contact data does not imply that the addressee has provided their consent to receive advertising using the relevant method of communication. The customer is solely responsible for the legal permission to further process the data, especially compliance with the statutory data protection provisions and competition law.
2. business information, which contains details on creditworthiness and solvency (also referred to as "risk assessment", "credit rating index", or "credit recommendation" in the information product), must not be interpreted as a factual claim or individual expert opinion and also not as a "rating" within the meaning of Regulation (EC) No. 1060/2009 of 16 September 2009 on credit rating agencies. Rather, this information relates purely to value judgements, which are based on mathematical and statistical analyses and automatically created

probability assessments (“scoring”). The customer is aware that these assessments only provide a snapshot and that the business risk of the business relationship with a person, about whom Bisnode disseminated information, always remains with the customer. Bisnode recommends making sure that business decisions are not solely dependent on the content of a single piece of credit information, but that additional sources are consulted where necessary;

3. business information, which contains information personal details on the “economic beneficiary” or results from a sanction list screening, is not based on individual research related to the customer’s specific individual case or a determination of voting rights, but rather on an automatic comparison of the data entered by the customer with various databases. The hits resulting from the comparison are solely intended as a guide as to the persons that may match the customer’s search criteria, without making any claims to completeness or accuracy. The customer remains responsible for the conclusive analysis and identification. The transfer of the customer’s mandatory statutory compliance audits (such as in connection with the German Money Laundering Act) to Bisnode is not part of the contract and is always excluded.

§ 9 General provisions on the rights of use

(1) Unless special statements have been included in the specific contractual documents, Bisnode shall grant the customer a simple, non-exclusive right of use to the services provided by Bisnode, in case of updated deliveries, always restricted to the most recently provided version.

(2) The rights of use may only be exercised for the customer’s own requirements. The rights of use may be exercised by the customer itself, including employees directly affiliated with its legal organization, as well as any vicarious agents, if they are only acting as customer representatives. This does not apply for product contracts for which the utilization of the services is linked to specific persons (“named user” license model); in these cases, only the individuals identified as users by name in the contract are entitled to use the services.

(3) If the permissibility of the data use is linked to a condition subsequent (such as data transfer for one-off use) or a deadline (for instance, it is limited to the duration of the procurement contract or a certain timeframe), the customer must immediately delete the data received from Bisnode when the condition is met or the deadline expires and also remove the identifiers transferred by Bisnode (such as D&B DUNS number). The obligation to erase data excludes the data of addressees who responded to one of the customer’s direct marketing campaigns with an order or a request for quotation; this data is transferred to the customer for unrestricted use. Compliance with the erasure obligations must be demonstrated to Bisnode upon request.

§ 10 Copyright, brand and trademark protection

(1) The databases available via Bisnode are a database system established by Bisnode within the meaning of Section 4 (2) and Section 87a (1) of the Germany Copyright Act (UrhG). The software provided to access the information is subject to protection in accordance with Sections 69a et seq. UrhG. The customer is not permitted to access the software in order to modify, copy or falsify this data, or influence or derive the program text (source code) of the software in any other form. All intellectual property rights (copyrights, data usage rights, rights to databases) to the services provided by Bisnode are retained by Bisnode. Third party rights to the services provided remain unaffected.

(2) Brands, company logos, copyright notices and all other features used for identification belonging to Bisnode and its co-operation partners must not be removed or modified, apart from the erasure obligation pursuant to Section 9 (3).

§ 11 Provisions on the rights of use and duties of cooperation when transferring personal data

(1) Personal data within the meaning of Art. 4 no. 1 GDPR may only be transferred, if this is at least permitted by law (for example, because the data subject has provided their consent or because the data is required for business purposes, to fulfil a legal obligation, or based on a legitimate interest). The customer shall only access personal data if a basis for the permission to use the data exists and shall abort the process if no such basis exists. Bisnode only checks the permissibility of the access, if there is cause for doing so, but reserves the right to monitor the permissibility of the transfer of personal data via spot checks amongst its contract partners. The customer must therefore keep appropriate records of the legal basis of its requests for at least twelve months and make these available to Bisnode upon request.

(2) If the transfer of personal data within the meaning of Art. 4 no. 1 GDPR is the object of the provision of the service, Bisnode shall satisfy its notification obligation from Art. 19 GDPR in relation to subsequent changes or processing restrictions to personal data by offering the customer updates to the relevant data (also referred to as “notification”, “monitoring”, etc., depending on the product type). If the customer does not utilize these offers or the procured product does not contain an update option, the exercising of the rights of use is restricted to the immediate temporal connection with the transfer of the personal data by Bisnode to the customer and ends no later than a month after the transfer.

§ 12 Access to online services, availability

(1) Bisnode makes certain services available for use via the internet (online services), especially to enable the customer to

access the Bisnode databases in the automatic retrieval procedure. The customer is responsible for establishing the necessary technical requirements.

(2) The Bisnode online services are essentially designed for access around the clock. Bisnode endeavors to provide an availability time of 99 percent over the course of a year. This commitment does not include times of temporary unavailability as a result of routine or necessary maintenance, data backup or updating measures. It also does not include downtimes caused by a lack of technical requirements to be provided by the customer to access the online services, those due to errors in the general telecommunication infrastructure, or which are the responsibility of the data communications company, or which are due to force majeure outside Bisnode's sphere of influence. The customer only has a right to reduce the agreed remuneration in the event of the failure of the online services over a significant period beyond the average availability time.

(3) The customer can access the online services by registering, in which case the customer or its authorized users are provided with personal access data. The customer is responsible for ensuring the confidentiality of the access data and must prevent its misuse. The customer is aware that every person who is aware of its access data or the access data of its users can access Bisnode services and that these shall be charged to its customer account, and that it is liable to Bisnode for the behavior of all of its users as well as for its own behavior.

§ 13 Confidentiality

Notwithstanding the data protection obligations, the contract partners shall treat all information that they receive from or about the other contract partner, or of which they become aware, in connection with the agreements reached between the two parties as strictly confidential. This particularly applies for all information that is marked as confidential or can otherwise be identified as a trade or business secret. The non-disclosure obligation does not apply for publicly available information, without this involving a breach of contract by the contract partner, or information which has been received by a third party with an entitlement to disclose the information. Any party that refers to this exception bears the burden of proof.

III. Billing and terms of payment

§ 14 Prices

The prices are specified in the order forms, price lists, or product sheets as well as in the price information on Bisnode's internet sites valid at the time the order is placed. Unless otherwise indicated, price details refer to net prices in euros, plus statutory value added tax.

§ 15 Price changes

(1) In the event of continuous obligations, Bisnode is entitled to effect price rises, if they do not exceed five percent within a year of the last price rise for the respective product or 15 percent of the previous price in three consecutive years since the last price rise and

1. the price rise either corresponds to the cost increase for Bisnode to provide the product or the increase in the Bisnode list price for the respective product, or
2. Bisnode has significantly expanded the scope of service of the ordered product and the price rise is adequate in this respect. Price rises include direct increases in the amounts payable as well as indirect increases as a result of changes to reference and conversion tables (such as "credit tables"), significant limitations of services, or the reduction of granted rights of use.

(2) Price changes shall take effect no earlier than the second month after receipt of the change notification by the customer, which can occur in writing or by a notification in the personal area of the customer's electronic customer account.

If a price rise exceeds the limits specified in subsection 1, sentence 1, the customer is entitled to submit a notice of termination for the contract within four weeks of the notification of the price rise to terminate the contract on the date that the price rise enters into force. If the customer does not exercise this right and the customer has been informed of this legal consequence in the notification of the price rise, the contract shall be continued under the amended prices.

§ 16 Billing based on consumption of usage credits

If billing is based on usage credits for certain services, the services may be utilized as long as adequate credits, at least in the amount of the smallest billing unit for the respective data service, is available on the customer's user account, however for no longer than the duration of the agreed period of use. Depending on the product or service, billing units may either be currency amounts in euros, or "credits" or "units". The details are specified in the respective service contracts and the associated product-specific terms and conditions.

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

If the customer wishes to procure records based on certain selection criteria and Bisnode informs it of the expected delivery quantity based on the selection criteria prior to the conclusion of the contract ("potential analysis"), these record quantities can only be considered non-binding guide values. The number of records actually selected and delivered by Bisnode for the re-

levant order is decisive for the fulfilment of the contract. This may change slightly after the conclusion of the contract up to the date of delivery due to the constant additions and removals to/from the Bisnode database as well as for quality control reasons. If a minimum order value has been agreed for the order, this represents the price floor irrespective of the number of records actually delivered.

§ 18 Due date, billing verification

All payments are payable immediately and without deduction after receipt of the invoice by the customer. Complaints relating to the billing amount must be received by Bisnode within eight weeks of receipt of the invoice, otherwise the bill is considered approved.

§ 19 Offsetting

The customer's rights of offset or retention may only be asserted if the counterclaims are undisputed or established by law.

§ 20 Reservation of ownership

The transfer of the agreed rights of use as well as the transfer of ownership to the delivered products is subject to the complete fulfilment of all obligations from the entire business relationship with the customer, irrespective of the legal basis of the obligations.

IV. Service disruptions

§ 21 Breaches of contract

If the customer significantly or repeatedly breaches its incumbent obligations despite receiving a warning from Bisnode, Bisnode may suspend the provision of further services and, in particular, block access to the databases. The customer's obligation to pay the agreed remuneration remains unaffected. Prior warning by Bisnode is not necessary, if good cause exists for the suspension of the service in accordance with the requirements for an extraordinary termination.

§ 22 Claims for defects

(1) Bisnode guarantees the agreed quality of the procured services and that the transfer of the agreed rights of use to the customer do not breach any third party rights.

(2) If a reason for raising a warranty claim exists, the customer must first set Bisnode an adequate period for supplementary performance before asserting a right of reduction or withdrawal. This obligation does not include cases for which statutory provisions permit warranty rights to be exercised without setting a separate deadline (for example, because supplementary performance is impossible, unreasonable, or has been refused by Bisnode). Bisnode provides supplementary performance at its own discretion, either by way of improvement, replacement delivery, or a combination of the two.

(3) Rights, which are derived from the defectiveness of the services, are excluded if the customer breaches its examination and complaint notification obligations pursuant to Section 377 of the German Commercial Code (HGB) and does not immediately inform Bisnode of the defect in writing. In this case, "immediately" refers to a period of eight days after the service has been provided or, in the event of concealed defects, a period of eight days after the customer becomes aware of the defect. Any planned later use, other than in connection with the delivery, does not release the customer from the obligation to adequately check the Bisnode services upon delivery.

(4) Bisnode is not liable for service disruptions based on a breach of the customer's duties of cooperation or on other circumstances for which the customer is responsible (such as incorrect installation or maintenance, incorrect operation, or defects in the customer's IT system).

§ 23 Liability for customer damages

(1) Bisnode is liable for the intentional or grossly negligent actions or a failure to act by Bisnode, its legal representatives, or vicarious agents in accordance with the statutory provisions.

(2) In the event of slight negligence, Bisnode is only liable for damages that relate to material breaches of duty that place the achievement of the purpose of the contract at risk or a breach of duties whose fulfilment makes the proper implementation of the contract possible in the first place. Liability is limited to the damages typically foreseeable for the contract. This applies for all compensation claims, regardless of the legal basis, including claims from tort.

(3) The limitations of liability do not apply in cases of mandatory legal liability (such as in accordance with the German Product Liability Act), for damages due to death, physical injury, or damage to health as well as for damages that fall under a warranty granted by Bisnode.

§ 24 Release from liability

The customer indemnifies Bisnode from all third party claims based on the unlawful use of the information received by the customer or with its approval.

§ 25 Limitation period

All contractual warranty and compensation claims shall lapse, if they are not raised within a year of the start of the statutory warranty period (this generally relates to the delivery date or the first provision of the service).

Additional Terms and Conditions for the Bisnode RiskGuardian Suite

Dated: July 2018

§ 1 Object of the Bisnode RiskGuardian Suite

The Bisnode RiskGuardian Suite is an interface for accessing information from Bisnode databases, either via the online platform www.riskguardian.de or as an XML application (web service) for integration into the customer's system environment. The exclusive object of the contract is the provision of the data services by Bisnode. The integration of the interface into the customer's IT system is not part of the contractual services and is the customer's responsibility.

§ 2 Term

The contract on the Bisnode RiskGuardian Suite runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the minimum term of the contract

1. in the "MyFlat" rate option is 24 months, meaning that, under this rate, the contract can first be terminated at the end of the second year of the contract;
2. in the "Euro-Kontingent" (Euro Quota) rate option is twelve months, meaning that, under this rate, the contract can first be terminated at the end of the first year of the contract.

§ 3 Price model

Three rate options are available for the Bisnode RiskGuardian Suite, which consist of billing at a fixed annual rate, whose amount takes account of the customer's specific requirement ("MyFlat" rate option, Section 4), billing based on a pre-paid usage credit ("Euro-Kontingent" rate option, § 5) or usage-dependent monthly billing ("Retro" rate option, § 6).

§ 4 Fixed annual fee ("MyFlat" rate option)

In the "MyFlat" rate option, a fixed annual fee is agreed at the start of the contract in consultation with the customer, which reflects the customer's expected demand for data calculated over a twelve-month period. If the value of the services accessed by the customer in a contract year exceeds the value of the fixed annual fee by a certain factor, the fixed annual fee increases for the following contract year. The contract defines the effect of overdrawing the fixed annual fee on the cost adjustment for the following year. Other than that, the customer can access services up to five times the value of its fixed annual fee per year of the contract. If this limit value is exceeded, Bisnode may effect an extraordinary termination of the contract or make its continuation subject to an agreement on the adjustment of the terms and conditions. The amount at which the data retrievals are charged against the flat annual fee or the utilizable value is defined in the price list agreed with the customer. The fixed annual fee is payable in advance per contract year.

§ 5 Billing against a use quota ("Euro-Kontingent" rate option)

(1) In the "Euro-Kontingent" rate model, the services made available via the Bisnode RiskGuardian Suite are billed based on a pre-paid use quota. Services can be utilized as long as the customer has adequate credit. The specific costs booked against the quota for a specific service are defined in the price list agreed with the customer.

(2) The "Euro-Kontingent" model is available to the customer for a utilization period of twelve months in each case. Unused credit subsequently expires without substitution. At the start of the new contract year, the customer's user account is once again assigned a euro quota in the original amount, which is then available for a period of use of twelve months.

(3) If Bisnode permits (expressly or implicitly by continued delivery to the customer) the use of the contractual services despite the exhaustion of the credit or expired term of the contract, the services used shall be billed to the customer monthly in arrears. Bisnode is entitled to terminate the voluntary granting of this overuse at any time.

§ 6 Usage-dependent monthly billing ("Retro" rate option)

In the "Retro" rate model, the services utilized via the Bisnode RiskGuardian Suite are billed monthly in arrears.

§ 7 Costs for automatic updating

For every company report, the user can individually decide whether it wishes to procure the report with automatic renewal. If the renewal function is activated, the relevant company report is once again automatically retrieved by the system after twelve months, for a charge, and uploaded in the customer's portfolio.

Additional Terms and Conditions for D&B Access for the Internet

Dated: July 2018

§ 1 Object of DBAI

D&B Access for the Internet ("DBAI") is an online platform for retrieving information from the Bisnode databases, especially from data provided by the Bisnode cooperation partners from the international Dun & Bradstreet network.

§ 2 Term

The license agreement for DBAI runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of twelve months, meaning that termination is first possible at the end of the first year of the contract.

§ 3 Price model

(1) DBAI is billed in "credits" based on a prepaid use quota. Services via the DBAI online platform can be utilized as long as the customer has adequate credits. The specific quantity of credits debited for a specific service is defined in the price list agreed with the customer ("credit table").

(2) The credit quota purchased with the DBAI contract is available to the customer for a utilization period of twelve months in each case. Unused credit subsequently expires without substitution. At the start of the new contract year, the customer's unit account is once again assigned a credit quota in the original amount, which is then available for a period of use of twelve months.

(3) If the credit quota is exhausted prior to the expiration of the twelve-month period, the customer can purchase additional credits at any time ("additional purchase"). These units, together with any credits remaining on the account, are then available until the end of the current contract year. The additionally purchased billing units are not taken into account when extending the contract; the contract only extends in the amount of the original credit quota (see subsection 2).

(4) If Bisnode permits (expressly or implicitly by continued delivery to the customer) the use of the contractual services despite the exhaustion of the credit or expired term of the contract, the services used shall be billed to the customer monthly in arrears. Bisnode is entitled to terminate the voluntary granting of this overuse at any time.

§ 4 Costs for repeated retrievals and supplementary notifications (early warning system, monitoring)

(1) The customer may, subject to the availability of the function, be notified if certain changes to a record ("company report") have occurred in the Bisnode data pool via a supplementary notification. The function can be individually activated or deactivated for every company based on its DUNS number.

(2) The early warning system runs for an indefinite period for every company for which it is activated and is billed in twelve-monthly intervals in each case. It ends if the customer deactivates the early warning function; it also ends at the end of the DBAI license agreement (§ 2) in place between the customer and Bisnode without separate deactivation.

(3) The costs for data retrievals in connection with the early warning system depend on whether the customer has selected the early warning system together with the associated company report ("View & Review" option) or as a pure notification function without a company report ("Frühwarnsystem eigenständig" (Stand-alone early warning system) option):

1. In the "View & Review" rate option, the costs of the initial retrieval of the company report cover the costs for the change notifications as well as all additional retrievals of the relevant company report in its current version within a period of twelve months from the first retrieval (activation of the early warning system). If company reports are available in various levels of detail (short report, standard report, full report), the right of retrieval relates to the level of detail originally ordered.
2. In the "Frühwarnsystem eigenständig" rate option, the customer only pays for the receipt of the change notifications per company for the twelve-month period from the activation of the early warning system. Any retrievals of company reports are billed separately according to the agreed prices.

After the expiration of a twelve-month period, the costs for the relevant early warning system are payable once again for every record for which it is activated and according to the selected rate option ("View & Review" or "Frühwarnsystem eigenständig"). The customer can prevent the automatic renewal and charging either by deactivating the early warning function or by removing the company record from its portfolio entirely no later than by the last day of the current twelve-month period.

§ 5 Costs for research

If the customer commissions research to be performed on a company that is not or not currently in the Bisnode databases, this involves the costs for the company report delivered as the result of the research as well as additional costs, if the customer has commissioned the research as urgent research. The level of the costs for urgent research depends on the country in which the company to be researched is domiciled. Details can be requested from Bisnode at any time.

Additional Terms and Conditions for D&B Credit

Dated: July 2018

§ 1 Object of D&B Credit

D&B Credit is an online platform for retrieving information from the Bisnode databases, especially from data provided by the Bisnode cooperation partners from the international Dun & Bradstreet network.

§ 2 Term

D&B Credit runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of 24 months, meaning that termination is first possible at the end of the second year of the contract.

§ 3 Price model

D&B Credit is available in various rate levels. All variants enable access to the same databases, but differ in the extent to which data retrievals are covered by a quota paid as a fixed price ("flat annual fee") or billed separately depending on use.

§ 4 Flat annual fee

The flat annual fee is agreed at the start of the contract in consultation with the customer based on its requirements so that it reflects the customer's expected demand for data calculated over a twelve-month period. If the value of the services accessed by the customer exceeds the underlying annual requirement by a certain amount, Bisnode may effect an extraordinary termination of the contract or make its continuation subject to an agreement on the adaptation of the conditions; overdrawn services shall be charged separately until this agreement is reached. The limits to which the flat rate extends is indicated by the utilizable value defined in the contract. The amount at which the data retrievals are charged against the flat annual fee is defined in the price list agreed with the customer. The fixed annual fee is payable in advance per contract year.

§ 5 Additional services

The costs for services outside the scope of the fixed annual fee are billed according to actual use and charged against a pre-paid credit. The customer purchases credit quotas in euros in advance for this purpose. If additional users are created apart from the main user ID, any credits are available to all users, however, the credit account is maintained as a total account per customer. Unused credits expire at the end of every contract year in which they were purchased. If insufficient credit exists, Bisnode may continue to provide the service; in this case, the services utilized by the customer are invoiced monthly in arrears.

§ 6 Costs for repeated retrievals and supplementary notifications (notification service)

The customer may, subject to the availability of the function, be informed if certain changes to a record ("company") have occurred in the Bisnode data pool via email to the stored address or via a notification in its online inbox. The function is activated when the customer selects a retrieved company report for inclusion in its contract portfolio. It is deactivated by removing the report from the portfolio. As long as a company constantly remains part of the portfolio, the report and any current versions can be retrieved as often as desired, without separate individual billing, until the end of the current contract year. At the start of the following contract year, the costs per portfolio record for every company in the portfolio are automatically calculated (either at the expense of the flat rate quota or as a separate additional payment depending on the agreed rate); if the relevant report or its current version is also retrieved, the costs for the relevant company report, less the costs already charged for the portfolio record (either at the expense of the flat rate quota or as a separate additional payment depending on the agreed rate) fall due as a one-time payment within the new contract year; after this, the current reports can once again be retrieved as often as desired during the current contract year without any separate individual billing.

§ 7 Costs for research

If the customer commissions research to be performed on a company that is not or not currently in the Bisnode databases, this involves the costs for the company report delivered as the result of the research as well as additional costs, if the customer has commissioned the research as urgent research. The level of the costs for urgent research depends on the country in which the company to be researched is domiciled. Details can be requested from Bisnode at any time.

Additional Terms and Conditions for the D&B Data Integration Toolkit

Dated: July 2018

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

The D&B Data Integration Toolkit ("DIT") is an interface for retrieving information from the Bisnode databases, especially from data provided by the Bisnode cooperation partners from the international Dun & Bradstreet network, for integration into the customer's system environment. The exclusive object of the DIT contract is the provision of the data services by Bisnode. The integration of the interface into the customer's IT system is not part of the contractual services and is the customer's responsibility.

§ 2 Term

The license agreement for DIT runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of 24 months, meaning that termination is first possible at the end of the second year of the contract.

§ 3 Price model

(1) The DIT is billed based on a pre-paid use quota, which either consists of "credits" or "units" depending on the specific data product. Services via the DIT interface can be utilized as long as the customer has an adequate use quota. For data products, which are charged via credits, the credit quota reduces by the number of credits for every service that is procured, which is payable for the relevant service according to the price list ("credit table") agreed with the customer. For data products, which are billed by units, the credit quota reduces by one unit with every service procured in terms of per-item billing.

(2) The credit quota purchased with the DIT contract is available to the customer for a utilization period of twelve months in each case. Unused credit subsequently expires without substitution. At the start of the new contract year, the customer's user account is once again assigned a credit quota in the original amount, which is then available for a period of use of twelve months.

(3) If the use quota is exhausted prior to the expiration of the twelve-month period, the customer can purchase additional credits or units at any time ("additional purchase"). These units, together with any credits remaining on the account, are then available until the end of the current contract year. The additionally purchased billing units are not taken into account when extending the contract; the contract only extends in the amount of the original credit quota (see subsection 2).

(4) If Bisnode permits (expressly or implicitly by continued delivery to the customer) the use of the contractual services despite the exhaustion of the credit or expired term of the contract, the services used shall be billed to the customer monthly in arrears. Bisnode is entitled to terminate the voluntary granting of this overuse at any time.

§ 4 Costs for supplementary notifications (early warning system, monitoring)

(1) The customer may, subject to the availability of the function, be notified if certain changes to a record ("company report") have occurred in the Bisnode data pool via a supplementary notification. The customer can individually determine whether the function is activated and whether it should automatically be extended after every twelve months by retrieving a company report for every company.

(2) If the customer has not deselected the automatic extension option when activating the early warning system, the early warning system runs for an indefinite period for each company report for which it was set up and is billed in twelve-monthly intervals. The early warning system ends if the customer deactivates the early warning function for the respective company report; it also ends at the end of the DIT license agreement (§ 2) in place between the customer and Bisnode without separate deactivation.

(3) The costs for the early warning system consist of the costs for the change notifications, which arise with the activation of the function as well as, in the event of an automatic extension, at the start of every new twelve-month period. The standard costs for data retrievals (§ 3 (1)) are also charged, if the customer decides, besides the change notification, to retrieve the entire company report once again.

§ 5 Costs for research

If the customer commissions research to be performed on a company that is not or not currently in the Bisnode databases, this involves the costs for the company report delivered as the result of the research as well as additional costs, if the customer has commissioned the research as urgent research. The level of the costs for urgent research depends on the country in which the company to be researched is domiciled. Details can be requested from Bisnode at any time. A standard report is always delivered and charged as a research result ("D&B Business Information Report").

Additional Terms and Conditions for D&B Direct for Compliance

Dated: July 2018

§ 1 Object of D&B Direct for Compliance

D&B Direct for Compliance enables an online interface to be used to retrieve and transfer information from the Bisnode databases as well as the databases of our partners in the customer's system environment. The exclusive object of the D&B Direct for Compliance contract is the provision of the data services by Bisnode. The integration of the interface into the customer's IT system (such as the implementation of the interface in a SAP environment) is not part of the contractual services and is the customer's responsibility. Details on the current technical requirements to connect the system can be found at <https://docs.dnb.com/direct/2.0/en-US/onboardrest-API>.

§ 2 Term

D&B Direct for Compliance runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of 36 months, meaning that termination is first possible at the end of the third year of the contract.

§ 3 Price model

D&B Direct for Compliance is available in various rate levels. All variants enable access to the same databases, but differ in the extent to which data retrievals are covered by a quota paid as a fixed price ("flat annual fee") or billed separately depending on use.

§ 4 Flat annual fee

The flat annual fee is agreed at the start of the contract in consultation with the customer based on its requirements so that it reflects the customer's expected demand for data calculated over a twelve-month period. This calculated annual demand plus a safety margin of up to twenty-five percent represents the utilizable value for a contract year. If the value of the services used by the customer exceeds the utilizable value, the over-drawn services are billed separately. Bisnode also reserves the right to effect an extraordinary termination of the contract in these cases or make its continuation dependent on an adjustment of the terms and conditions, especially the agreement of a higher annual demand. The amount at which the data retrievals are charged against the flat annual fee is defined in the price list agreed with the customer. The fixed annual fee is payable in advance per contract year.

§ 5 Additional services

The costs for services outside the scope of the flat annual fee are billed monthly in arrears, however, no later than as a collective bill at the end of the contract year. The price list agreed with the customer serves as the basis for charging the services to the customer's use quota as well as for charging additional services.

§ 6 Costs for repeated retrievals and supplementary notifications (notification service)

The customer may, subject to the availability of the function, use supplementary notifications to find out when Bisnode became aware of changes to a record (notification service). The function can be activated or stopped via the user account by registering or deregistering the DUNS numbers for the desired companies. For the activated records, the changes can then be retrieved free of charge until the end of the current contract year using the "Get Monitoring Product" function; in these cases, only the additional retrieval of the complete report is subject to a charge. At the start of the following contract year, one retrieval is charged for every company for which the notification service was activated at the end of the previous contract year (either at the expense of the flat rate quota or as a separate additional service depending on the agreed rate).

Additional Terms and Conditions for D&B Direct for Master Data

Dated: July 2018

§ 1 Object of the D&B Direct for Master Data

D&B Direct for Master Data enables an online interface to be used to retrieve and transfer information from the Bisnode databases in the customer's system environment. The exclusive object of the D&B Direct for Master Data contract is the provision of the data services by Bisnode. The integration of the interface into the customer's IT system (such as the implementation of the interface in a SAP environment) is not part of the contractual services and is the customer's responsibility. Details on the current technical requirements to connect the system can be found at <https://directplus.documentation.dnb.com/>.

§ 2 Term

D&B Direct for Master Data runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of 36 months, meaning that termination is first possible at the end of the third year of the contract.

§ 3 Price model

D&B Direct for Master Data is available in various rate levels. All variants enable access to the same databases, but differ in the extent to which data retrievals are covered by a quota paid as a fixed price ("flat annual fee") or billed separately depending on use.

§ 4 Flat annual fee

The flat annual fee is agreed at the start of the contract in consultation with the customer based on its requirements so that it reflects the customer's expected demand for data calculated over a twelve-month period. This calculated annual demand plus a safety margin of one hundred percent represents the utilizable value for a contract year. If the value of the data retrievals initiated by the customer exceeds the utilizable value, the overdrawn services are billed separately. Bisnode also reserves the right to effect an extraordinary termination of the contract in these cases or make its continuation dependent on an adjustment of the terms and conditions, especially the agreement of a higher annual demand. The fixed annual fee is payable in advance per contract year.

§ 5 Additional services

The costs for services outside the scope of the flat annual fee are billed monthly in arrears, however, no later than as a collective bill at the end of the contract year. The price list agreed with the customer serves as the basis for charging the services to the customer's use quota as well as for charging additional services.

Additional Terms and Conditions for D&B Onboard

Dated: July 2018

§ 1 Object of D&B Onboard

D&B Onboard is an online platform for the retrieval of information from the Bisnode databases, especially data provided by Bisnode cooperation partners from the international Dun & Bradstreet network and other partners that specialize in providing data for compliance audits.

§ 2 Term

The license agreement for D&B Onboard runs for an indefinite period and may be terminated at the end of a contract year in compliance with a three-month notice period. Unless another regulation on the term has expressly been reached, the contract has a minimum term of 24 months, meaning that termination is first possible at the end of the second year of the contract.

§ 3 Price model

(1) D&B Onboard is billed in "credits" based on a prepaid use quota. Services via the D&B Onboard online platform can be utilized as long as the customer has adequate credits. The specific quantity of credits debited for a specific service is defined in the price list agreed with the customer ("credit table").

(2) The credit quota purchased with the D&B Onboard contract is available to the customer for a utilization period of twelve months in each case. Unused credit subsequently expires without substitution. At the start of the new contract year, the customer's unit account is once again assigned a credit quota in the original amount, which is then available for a period of use of twelve months.

(3) If the credit quota is exhausted prior to the expiration of the twelve-month period, the customer can purchase additional credits at any time ("additional purchase"). These units, together with any credits remaining on the account, are then available until the end of the current contract year. The additionally purchased billing units are not taken into account when extending the contract; the contract only extends in the amount of the original credit quota (see subsection 2).

(4) If Bisnode permits (expressly or implicitly by continued delivery to the customer) the use of the contractual services despite the exhaustion of the credit or expired term of the contract, the services used shall be billed to the customer monthly in arrears. Bisnode is entitled to terminate the voluntary granting of this overuse at any time.

§ 4 Costs for repeated retrievals and supplementary notifications (early warning system, monitoring)

(1) The customer may, subject to the availability of the function, be notified if certain changes to a record ("company report") have occurred in the Bisnode data pool via a supplementary notification. The function can be individually activated or deactivated for every company based on its DUNS number.

(2) The early warning system runs for an indefinite period for every company for which it is activated and is billed in twelve-monthly intervals in each case. It ends if the customer deactivates the early warning function; it also ends at the end of the D&B Onboard license agreement (§ 2) in place between the customer and Bisnode without separate deactivation.

(3) If the customer retrieves a customer report once again, e.g. based on a supplementary notification, the standard costs for a contract retrieval as defined in the agreed prices are charged. After the expiration of a twelve-month period, the costs for the relevant early warning system are payable once again for every record for which it is activated. The customer can prevent the automatic renewal and calculation either by deactivating the early warning function or by removing the company record from its portfolio entirely no later than by the last day of the current twelve-month period.