



General Terms and Conditions

Bisnode Deutschland GmbH
Bisnode D&B Deutschland GmbH

Overview

Dated: November 2019

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Basic Terms and Conditions for the Business Relationship

Dated: November 2019

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. Special regulations apply to price changes (§16).

§ 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 Processing of personal data for the implementation of the business relationship

Bisnode processes personal data of the customer for the purpose of conducting the business relationship. Details are summarised in the information sheet „Data protection information for customers and business partners“, which can be found on the Bisnode website (www.bisnode.de, download area in the „Data and security“ section).

§ 5 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. In the case of additional translations into other languages, only the German text version shall be decisive for the interpretation of agreements.

§ 6 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, regardless of the legal grounds, 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.

§ 7 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

§ 8 Content and scope of commercial information

(1) Bisnode's services may include the following

1. the provision of data from the Bisnode economic database,
2. the procurement and provision of data collected individually for the customer,
3. the mediation of rights of use of data of third parties,
4. the analysis and processing of the customer's own data, including, if applicable, their enrichment with data from the Bisnode economic database or with data procured individually for the customer

and related services, in particular the granting of rights of use and consulting services.

(2) Bisnode collects the data for its business database both through direct research (e.g. through telephone interviews) and through submissions by cooperation partners (in addition to local contractual partners, these include in particular Bisnode's international group companies and the Dun & Bradstreet network of affiliated companies), through evaluations of generally accessible registers, directories, official announcements and similar public sources, and through its own assessments based on industry comparisons, averages, estimates and comparable calculation models. Due to the dependency on external data sources and the constantly changing nature of the data stock, the contents offered may not always be up-to-date or complete despite careful selection and ongoing maintenance.

(3) Unless expressly stated otherwise in the service contract with the customer, Bisnode shall not be obliged to provide specific information with a scope and content determined in advance by the customer, but to transmit the result of the enquiry as it is available and available in the Bisnode economic database at the time the information is made available to the customer. If the subject of the service is the provision of external data, Bisnode's responsibility shall be limited to the proper selection of the external data owner, but not to the specific nature of the external data.

§ 9 Properties and significance of business information

Information in documentation, test and advertising materials is not to be understood as guarantees or assurances of special properties. It is the sole responsibility of the customer to determine whether data obtained from Bisnode meets the customer's requirements for the intended use or is suitable for the intended purpose. The same applies to the legal permissibility of further processing of the data, in particular compliance with the statutory provisions on data protection and competition law. Bisnode informs the customer that

1. addresses provided do not constitute confirmation of a current official registration address;
2. the provision of address and contact data is not tantamount to the addressee's consent to the receipt of advertising via the respective communication channel, unless the obtaining of such declarations of consent has been expressly agreed with the customer as part of the service;
3. 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").
4. business information, which contains information personal details on the „beneficial owner“ 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.

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;

§ 10 General provisions on the rights of use

Bisnode shall grant the customer rights of use to the following extent, unless otherwise stipulated in any product-specific conditions or the contractual agreements:

1. The customer shall be granted a simple, non-exclusive right to use the data provided by Bisnode for the purpose specified in the contract.
2. the exercise of the rights of use is only permitted for the customer's own requirements. The customer and the employees belonging to his direct legal organisation as well as vicarious agents are entitled to use the data, provided that they only act as the customer's authorized representative (e.g. contract processor within the meaning of Art. 4 No. 8, 28 GDPR).
3. In the case of continuing obligations, the right of use shall exist for the duration of the contract; in all other cases, it shall entitle the user to use the data once in direct temporal connection with their receipt. In the case of update deliveries, it refers in each case to the last version provided. After the end of the right of use, the customer must refrain from using the data received from Bisnode and delete the data immediately.

§ 11 Copyright, brand and trademark protection

(1) The databases available via Bisnode are a database system established by Bisnode within the meaning of Section 4 and Section 87a 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.

(2) 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.

(3) Brands, company logos, copyright notices and all other features used for identification belonging to Bisnode and its cooperation partners must not be removed or modified.

§ 12 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.

(3) Customers who obtain personal data from Bisnode in order to use the data for communication with the data subject (in particular for advertising purposes) must inform the data subject of Bisnode as the data source and of the possibility of learning further details about data processing at Bisnode at the latest at the time of the first communication to the data subject (Art. 14 para. 3b GDPR). The separate responsibilities of the customer as the user of the data and Bisnode as the source of the data must be clearly identifiable.

§ 13 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. This applies in particular to the provision of suitable interfaces if the customer wishes to connect the Bisnode databases to his own IT system environment (so-called „integration solutions“).

(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.

(4) Bisnode reserves the right to refuse access to online services if there are indications that technologies used by the customer impair the functionality or security of the services or restrict Bisnode's possibilities, to check the customer's access authorisation and the permissibility of the type and scope of use (for example, in the case of access to Bisnode systems from IP addresses listed on generally accessible blacklists or if the customer uses software that enables the user to be largely anonymous and makes his use behaviour unrecognisable). Bisnode will inform the customer of any intended blocking within a reasonable period of time, giving him the opportunity to remedy the situation, unless the functional or security impairment is so serious that immediate blocking of access is justified.

(5) Bisnode may adapt its online services and performances to current requirements, in particular to the state of the art, to optimise system performance and user-friendliness and to make changes to content, provided that the latter are necessary for the correction of errors, for updating and completion, for programme optimisation or for licensing reasons. If such a change leads to a not only insignificant devaluation of the services to which the customer is entitled, the customer may, within a period of eight weeks from the occurrence of the change, either demand a reduction in remuneration corresponding to the devaluation or terminate the service contract extraordinarily at his discretion.

§ 14 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 confidential. This applies in particular to all information which is marked as confidential or is by its nature recognisable as a trade secret. Reverse engineering is inadmissible and does not constitute justified knowledge. 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

§ 15 Prices

Unless otherwise stated, prices quoted are net prices in euros and do not include statutory value-added tax.

§ 16 Price changes

(1) Bisnode reserves the right, within the framework of an ongoing continuing obligation, to adjust the prices agreed with the customer in the event of changes occurring after conclusion of the contract (e.g. expansion of the scope of services of the purchased product, cost increases for provision or due to changed statutory provisions). Price changes become effective at the earliest at the beginning of the month after the next but one after receipt of a change notification sent to the customer in text form.

(2) If price changes for a service within a calendar year amount to more than five percent, the customer shall be entitled to terminate the contract for this service at the time of the planned entry into force of the price increase. Notice of termination shall be given no later than four weeks after notification of the price increase. If the customer does not exercise this right and if the customer has been informed of this legal consequence in the notification of the price increase, the contract shall be continued at the changed prices.

§ 17 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. De-

pending 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.

§ 18 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 relevant 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.

§ 19 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.

§ 20 Offsetting

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

§ 21 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

§ 22 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.

§ 23 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 a reasonable period of time to restore the contractual condition before asserting a right of reduction or withdrawal. Excluded from this obligation are cases in which statutory provisions permit the exercise of warranty rights without setting a specific deadline (e.g. because subsequent performance is impossible, unreasonable or has been refused by Bisnode).

(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, inappropriate use, incorrect operation, or defects in the customer's IT system).

§ 24 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.

§ 25 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.

§ 26 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 at the latest (as a rule, this is the time of delivery or first provision of the service). Excluded from this are the cases mentioned in § 24 para. 3, for which the statutory limitation periods apply instead of the one-year limitation period.

Additional Terms and Conditions for the Bisnode RiskGuardian Suite

Dated: November 2019

§ 27 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.

§ 28 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.

§ 29 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, § 30), billing based on a pre-paid usage credit ("Euro-Kontingent" rate option, § 31) or usage-dependent monthly billing ("Retro" rate option, § 32).

§ 30 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.

§ 31 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.

§ 32 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.

§ 33 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 Credit and D&B Direct for Finance

Dated: November 2019

§ 34 Object of D&B Credit and D&B Credit for Finance

D&B Credit and D&B Credit for Finance make it possible to retrieve information from Bisnode databases. At D&B Credit, access to the databases is via an online platform provided by Bisnode, at D&B Direct for Finance via an interface to the Bisnode databases to be integrated by the customer into his IT system environment.

§ 35 Term

D&B Credit and D&B Direct for Finance are valid indefinitely and can be terminated with three months' notice to the end of a contractual year. If no other term agreement has expressly been made, the minimum term of the contract shall be as follows

1. 24 months for D&B Credit, so that the first termination is possible at the earliest at the end of the second contract year;
2. 36 months for D&B Direct for Finance, so that the first termination is possible at the earliest at the end of the third contract year

§ 36 Price model

D&B Credit and D&B Direct for Finance 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.

§ 37 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.

§ 38 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. Unused credit expires at the end of the contract year in which it was acquired. If there is insufficient credit, Bisnode may continue to provide the service; the services used by the customer will then be invoiced monthly in arrears.

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

Subject to the availability of the function, the customer may receive information by e-mail or message in his online mailbox if certain changes have been made to a data record („Company“) in the Bisnode database. The function is

1. activated with D&B Credit by the customer marking a company for inclusion in his contract portfolio as part of the retrieval or upload and deactivating it by removing the data record from the portfolio again;
2. managed by D&B Direct for Finance either via an Amazon S3 bucket or via a Secure File Transfer Protocol (sFTP), depending on the variant for which the customer registers.

A retrieved company report or its current version can be retrieved as often as required until the end of the current contract year without separate individual billing. At the beginning of the following contract year, the costs per portfolio data record (depending on the agreed tariff, either charged to the flat-rate quota or as a separate additional service) are automatically calculated for each company in the portfolio of the portfolio; if the relevant report or its updated version is also called up, the costs for the relevant company report minus the already calculated costs for the portfolio data set (depending on the agreed tariff, either charged to the flat-rate quota or as a separate additional service) are due once within the new contract year; thereafter the current reports can be called up again as often as desired in the current contract year without separate individual calculation.

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

Dated: November 2019

§ 40 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 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.

§ 41 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.

§ 42 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.

§ 43 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 (§ 42) 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 (§ 43 (1)) are also charged, if the customer decides, besides the change notification, to retrieve the entire company report once again.

§ 44 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 and D&B Onboard

Dated: November 2019

§ 45 Object of D&B Direct for Compliance and D&B Onboard

D&B Direct for Compliance and D&B Onboard each enable the retrieval of information from Bisnode databases, either as an integration solution via an interface connection directly from the customer's IT system environment (D&B Direct for Compliance) or via the retrieval mask provided by Bisnode (D&B Onboard).

§ 46 Term

The user contract runs for an indefinite period of time and can be terminated at the end of a contract year subject to a notice period of three months. If no other term regulation has been expressly agreed, the minimum contract term is 24 months, so that the first termination is possible at the end of the second contract year.

§ 47 Price model

(1) D&B Direct for Compliance and D&B Onboard 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.

(2) If the customer is activated for both D&B Direct for Compliance and D&B Onboard, the annual flat rate can be used for all products; quotas from D&B Direct for Compliance contracts can also be used for retrievals via the online platform D&B Onboard, quotas from D&B Onboard contracts can also be used for retrievals via the D&B Direct for Compliance interface.

§ 48 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 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 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.

§ 49 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.

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

Subject to the availability of the function, the customer can be informed by means of a supplementary report if certain changes have been made to the Bisnode database (notification service, early warning system, monitoring). The function can be individually activated or deactivated for each company data record. The changes to the activated data records can then be called up free of charge until the end of the current contract year; only the renewed call up of the complete report is subject to a charge in these cases. At the beginning of the following contract year, for each company for which a notification service was activated at the end of the previous contract year, a chargeable retrieval (depending on the agreed tariff, either at the expense of the flat-rate quota or as a separate additional service) is charged.

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

Dated: November 2019

§ 51 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/>.

§ 52 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.

§ 53 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.

§ 54 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.

§ 55 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.