



## D&B iAccess

### STANDARD TERMS AND CONDITIONS (V.01/02/20)

These Standard Terms & Conditions (“T&Cs”) apply to Dun & Bradstreet and the Customer, including the Customer’s employees and Contractors (if expressly permitted by Dun & Bradstreet), accessing and/or using the Information, Services and/or Software on the Customer’s behalf (all collectively “Users”), for the purpose and the period mentioned in the Order. Dun & Bradstreet either directly or indirectly through its affiliates, shall make available to Customer the business information services, which may include information (“**Information**”); or applications (including those accessed remotely) (“**Software**”), professional and other like services (together “**Services**”), subject to these T&Cs.

**1. Scope of License.** In consideration of the Customer’s payment of the Fees, and subject to these T&Cs, Customer is hereby granted a non-exclusive, non-sublicensable, non-transferrable, limited, revocable license to access and use the Services as detailed in the Order. IF ORDER IS FOR A FIXED TERM, the license granted herein shall continue for the fixed term mentioned in the Order and thereafter as a ROLLING ORDER unless cancelled in accordance with the CANCELLATION section below. IF ORDER IS ROLLING, such license will continue until cancelled in accordance with the CANCELLATION section herein below.

**2. Terms of Use.** Information, Services and Software are licensed to Customer for its internal use only. Customer will neither make it available nor permit any other party to access or use any of the Information, Services or Software in whole or in part, whether directly or indirectly, in any media; or use or permit the use of Information, Services or Software for any purpose whatsoever including (i) to generate any statistical or other information that is or will be provided to third parties (including as the basis for providing recommendations to others), (ii) to prepare any comparison to other information databases that is or will be provided to third parties, or (iii) in connection with providing advice or recommendations to third parties; or (iv) voluntarily produce any Information in legal proceedings without Dun & Bradstreet’s prior written consent, unless required by law. The Services under this Order may only be used by Customer in India to support its India business. Customer may also make Services under this Order available to entities in the licensed territory that are subsidiaries, divisions or affiliates, controlled by, controlling, or under common control with, Customer (“**Affiliates**”) but only to Affiliates which are identified on a “Schedule of Affiliates” attached to this Order and that are not currently eligible to receive any Services included herein under an existing agreement with D&B or a D&B partner. Customer will not (i) attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of Software, or (ii) copy, download, upload or in any other way reproduce Information or Software, except as expressly permitted herein. Customer will not use Information or Services (i) as a factor in establishing an individual’s eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a consumer report. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Services only in compliance with all applicable local, state, central and international laws, rules, regulations or requirements, regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy. The parties must comply with applicable international data transfer laws and if required may enter into a data transfer agreement. Customer agrees that in the event Dun & Bradstreet obtains information or other evidence leading it to reasonably conclude that the Customer is violating its obligations herein, Dun & Bradstreet may at its expense, and on reasonable notice and during normal business hours, with Customer’s consent inspect the locations at, or computer systems on which, Information and/or Software are used, stored or transmitted; OR if requested by Dun & Bradstreet, an officer of Customer will certify that it is in compliance with these T&Cs. Dun & Bradstreet agrees to treat all information obtained in the course of any such audit as confidential; and that such information shall not be used for any purpose except to verify compliance with these T&Cs. *D-U-N-S® Numbers are proprietary to and controlled by Dun & Bradstreet. Dun & Bradstreet grants Customer a non-exclusive, perpetual, limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of Dun & Bradstreet.*

**3. Services & Overage:** Customer shall have access to features subscribed by it in the Order. In the event Customer uses an amount of Services greater than contracted, Customer shall either be billed for the overage on a monthly basis at an agreed pricing; or the Customer may have to contract for the additional top-up value separately. However, any unused amounts associated with the Services shall not be carried over to any subsequent Year(s).

**4. Fees & Pricing.** Customer’s use is based on the pricing in the Order. All fees due shall be paid by Customer in accordance with the terms stated in the Order. Applicable taxes (as per the extant laws and prevailing rates) will be payable in addition to the stated fees. IF ORDER IS OR HAS BECOME ROLLING, then for each subsequent year Dun & Bradstreet reserves the right to notify Customer, at least sixty (60) days prior to the expiration of each year, of the fees that will be payable for the next year (the “**Rolling Fees**”). Unless cancelled in accordance with the CANCELLATIONS SECTION below, the Order shall continue into the next year either (i) at the Rolling Fees, or (ii) if Dun & Bradstreet does not notify Customer of a change in the fees, then at the then current fees. The Customer agrees that the advance payments under this Order are non-refundable and thus, if any amount remains unused / unutilized during any particular Year, the same shall be retained by Dun & Bradstreet. In case of monthly billing, the Customer agrees to make the payment within the stipulated timeframe as mentioned in the PAYMENT TERMS’ column of the Order Form, failing which Dun & Bradstreet will be entitled to charge a late payment fee @ 2% per month from the due date till the payment is made. Owing to the changes in the tax laws, any increase in goods and services taxes, on accounts of GST legislation(s) shall be to account of the Customer. Each party shall always comply with the extant GST legislation(s). In case either party is subjected to any loss arising out of non-compliance by the other party with the extant GST legislation(s) or non-furnishing or furnishing of incorrect or incomplete documents by defaulting party, such defaulting party shall reimburse the aggrieved party the losses, including but not limited, to the interest and / or penalty, if any, due to the failure by the defaulting party as aforementioned. The Customer shall clearly mention the ‘BILL TO’ and ‘SHIP TO’ addresses in the Purchase Order(s), if any, to be issued by the Customer under these T&Cs, if not provided in the Order. Each party shall provide its correct GST registration details to the other party. Neither party shall be responsible to verify the same for the other party and shall rely on the details provided by a party, while raising the invoice(s), or making the payments under this T&Cs. Any failure on part of either party to provide correct GST registration details and/or required information shall not render other party liable in any manner whatsoever and consequently, such defaulting party shall be liable for any and all tax liabilities arising out of its failure. Dun & Bradstreet hereby expressly disclaims all such liabilities. In case of failure on part of the Customer to provide the GST registration details, the Customer shall be treated by Dun & Bradstreet as unregistered under the GST legislation(s) and the Customer shall be required to provide

a declaration in this behalf to Dun & Bradstreet. For the purpose of these T&Cs, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), the Union Territory Goods and Services Tax ('UTGST'), Integrated Goods and Services Tax ('IGST') and any other taxes levied under the GST legislations in India as may be applicable. The term 'GST legislation(s)' should be accordingly interpreted.

**5. Intellectual Property Rights; Confidentiality.** Customer acknowledges that the Information and Software are proprietary to Dun & Bradstreet and may include copyrighted works, trade secrets, patented or patentable inventions, databases or other materials created by Dun & Bradstreet at great effort and expense. Dun & Bradstreet retains all Intellectual Property Rights in the Services and Customer obtains only such rights as are explicitly granted herein. Customer will not contest the validity of Dun & Bradstreet's Intellectual Property Rights in or ownership of, the Information or Software in any way. Customer will reproduce Dun & Bradstreet's copyright and proprietary rights legend on all copies of Information and Software. Neither party will use the trade names, trademarks or service marks or other intellectual property of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party. The recipient will treat all information designated by the discloser in writing to be confidential or which can be reasonably known to be confidential ("**Confidential Information**") in the same manner as recipient treats its own Confidential Information of a similar nature provided that: i) recipient may share such information with its employees, with a need to know and/or in order to fulfill the obligations pursuant to these T&Cs, in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section; and ii) recipient assumes responsibility for such employee's use of such information. Neither party hereto shall disclose the negotiated pricing or terms hereof, to any third party. Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of recipient; (ii) was in recipient's lawful possession prior to discloser's disclosure to recipient; (iii) is lawfully disclosed to recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by recipient without use of or reference to the Confidential Information. Dun & Bradstreet warrants to Customer that (i) it has the right to grant the License herein; and (ii) to Dun & Bradstreet's knowledge, the Information and Software, when used in accordance with these T&Cs, do not violate any existing third party Intellectual Property Rights in India, as at the effective date of the applicable Order. The foregoing warranty does not apply to the extent Customer is not using the most up to date Software version, or modifies the Information or Software in any way, or combines the Information or Software with material not supplied by Dun & Bradstreet. Each party shall implement and maintain security measures with respect to the Dun & Bradstreet Information, Services or Software and Customer Confidential Information in its possession that effectively restrict access only to employees and Contractors with a need to know for the purpose identified in the Order, and protect such Information, Software, and Customer Confidential Information from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those each party employs to safeguard its confidential information of a similar nature. Unless prohibited by law, in the event of an actual breach of such security measures that involves the unauthorized access, use or disclosure of Information, Software and Customer Confidential Information each party shall notify the other promptly after becoming aware of any such security incident.

**6. Warranties & Disclaimer.** Dun & Bradstreet and Customer each represent and warrant that it (i) has the right to enter into this Agreement; and (ii) has all necessary legal rights, title, consents and authority to disclose Confidential Information to the other in accordance with these T&Cs. Dun & Bradstreet represents that the Information has been collected and compiled in accordance with applicable local, state, central laws, rules or regulations, but Dun & Bradstreet does not guarantee that the Customer's use of the Information meets the requirements of any applicable local, state or central law, rule or regulations. Dun & Bradstreet and Customer each warrant and undertake that i) use of Personal Information will be for limited and legitimate purposes as specified herein; ii) it will provide the same level of protection as required under the applicable data privacy & protection laws and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use. Dun & Bradstreet represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals. Dun & Bradstreet represents and warrants that it has taken commercially reasonable efforts (i.e., scanning with current versions of antivirus software) to determine that the Software provided hereunder does not contain or will not contain any unauthorized code. In the event, Dun & Bradstreet discovers or is notified of any such unauthorized code in the Software, Dun & Bradstreet shall promptly remove such unauthorized code from the Software. Dun & Bradstreet represents and warrants that the Software will perform all material functions and features as set forth in the any manual, instruction or other document or material that Dun & Bradstreet provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof ("**Documentation**"). Contact Information, comprising of professional information collected and compiled by Dun & Bradstreet relating to a person in the context of business, which may include but is not limited to, names, titles, business phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles, has not been obtained directly from the individual person identifiable by the Contact Information and such individual persons have not opted in or otherwise expressly consented to having their information sold for marketing purposes. Except as set forth in this [section 6](#), Dun & Bradstreet shall not be liable for any damages, losses, costs, claims or expenses with respect to any data privacy legal or compliance violation arising out of or related to Customer's use of Contact Information. Customer's use of the Contact Information shall be for its own marketing and sales purposes and all opt out provisions and/or opt out links in Customer's marketing and sales materials shall pertain to opting out of Customer's marketing lists and/or Customer's databases only. CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT DUN & BRADSTREET IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. DUN & BRADSTREET IS ONE TOOL IN CUSTOMER'S DECISION-MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH DUN & BRADSTREET USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED HEREIN, DUN & BRADSTREET AND ITS THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DUN & BRADSTREET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

**7. Cancellation.** IF ORDER IS FOR FIXED TERM, then this Order cannot be cancelled by Customer prior to the end of the fixed term unless stated otherwise. Dun & Bradstreet or Customer may cancel this Order by giving the other party not less than sixty (60) days' written notice, prior to the expiration of the fixed term. IF ORDER IS OR HAS BECOME ROLLING, then Dun & Bradstreet or Customer may cancel this Order at the end of each year (the anniversary of the Start Date) by giving the other party not less than sixty (60) days' written notice prior to the expiration of each

year. NOTICE REQUIREMENTS: Dun & Bradstreet may serve notice on the address stated in the Order or such other address as Customer may have notified Dun & Bradstreet. CUSTOMER SHALL SERVE NOTICE on Dun & Bradstreet's registered office address unless other address has been notified by Dun & Bradstreet to the Customer. Subject to valid notice being received, this Order will then terminate at the end of the year which occurs after expiry of the cancellation notice. Customer is responsible for obtaining its own delivery receipt as proof of sending. IN THE ABSENCE OF VALID NOTICE, THIS ORDER SHALL CONTINUE INTO THE NEXT YEAR. In the event of material breach of Section 1 or 2 or 3 or 4 or 5, the non-breaching party may immediately terminate, this Order without prior notice; or Dun & Bradstreet may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of Dun & Bradstreet's intellectual property rights. In the event of material breach of any other part of this Order by Customer or Dun & Bradstreet, the non-breaching party may terminate this Order if such breach is not cured within thirty (30) days of written notice of breach. Notwithstanding anything herein to the contrary, upon any expiration or termination of this Order, the provisions that by their nature survive, shall survive and shall continue in full force and effect.

**8. Limitation of Liability.** NEITHER PARTY NOR DUN & BRADSTREET'S THIRD-PARTY PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. EXCEPT FOR CLAIMS ARISING OUT OF A BREACH OF SECTIONS 1, 2, 3, 4 OR 5, OF THE T&CS, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO A PARTICULAR ORDER WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE PER REPORT VALUE OR INR TWO LAKH, WHICHEVER IS LESS. Notwithstanding anything to the contrary, the exclusions and limitations set forth herein above shall not apply with respect to: (i) the parties' respective obligations with respect to the infringement of the intellectual property rights; or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of Section 1, 2, 3, 4 or 5. Dun & Bradstreet shall defend or settle at its expense any claim arising from or alleging infringement of any existing India copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished hereunder (but not to the extent Customer modifies the Services in any way or combines the Services with material from third parties). Dun & Bradstreet shall indemnify and hold Customer harmless from and pay any and all losses attributable to such claim. Customer shall give Dun & Bradstreet prompt notice of any claim. Dun & Bradstreet shall have the right to control the defense of any such claim, including appeals, negotiations and any settlement or compromise thereof, provided that Customer shall have the right to approve the terms of any settlement or compromise that adversely impact Customer's use of the Services, such approval not to be unreasonably withheld. Customer shall provide all reasonable cooperation in the defense of any Claim. This section provides Customer's exclusive remedy for any third-party infringement claims or damages (but not to the extent Customer modifies the Information / Services in any way or combines the Information / Services with material from third parties). Customer shall indemnify and hold Dun & Bradstreet harmless from and pay any and all losses arising from Customer's unauthorized use or distribution of Services. With respect to covered claims brought by Dun & Bradstreet directly, Customer will pay all costs and expenses, including reasonable attorneys' fees that Dun & Bradstreet incurs in any such action.

**9. Choice of Law; Disputes.** The laws of the Republic of India shall govern this Order read along with the T&Cs and the parties hereto agree that the appropriate Courts at Mumbai shall have exclusive jurisdiction for resolving any disputes arising out of this Order read along with the T&Cs.

**10. Miscellaneous.** Dun & Bradstreet's services are subject to its Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein. These T&Cs contain the entire and only agreement between Dun & Bradstreet and the Customer in relation to the subject matter hereof and all other representations, warranties, promises and conditions made by Dun & Bradstreet have been merged herein. The Customer agrees to Dun & Bradstreet's use of the Customer's information for Dun & Bradstreet's internal analysis purposes, which may subsequently form part of its business information services. The Customer grants Dun & Bradstreet a non-exclusive royalty-free license to use the Customer's information for the said purpose and Dun & Bradstreet agrees that it will not disclose the origin of the Customer's information unless required by law. These T&Cs shall prevail over any other forms or orders, by whatsoever name called, issued by the Customer and are subject to changes only if agreed in writing by the parties hereto. No representation, warranty, promise or condition not incorporated herein shall be binding upon either party. These T&Cs bind and inure to the benefit of the parties hereto and their successors and permitted assigns, except that neither party may assign this Order without the prior written consent of the other party; however, either party may assign the Order and the T&Cs herein to any of its affiliated companies or in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of its assets (so long as the assignment is to the acquirer of such assets). Notwithstanding the foregoing, no assignment to a competitor of Dun & Bradstreet is valid unless agreed in writing between the parties. In the event that any court of competent jurisdiction holds any provision herein invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of this Order and the T&Cs herein shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties.