

**CREDIBILITY AND BUSINESS INSIGHTS GROUP****STANDARD TERMS AND CONDITIONS (V.03/06/20)**

The below Standard Terms & Conditions (“**T&Cs**”) apply to Dun & Bradstreet Information Services India Private Limited (“**D&B**”) and the Customer, including the Customer’s employees and contractors, if any, or any person or entity accessing and/or using the Information and Services (“**Users**”) on the Customer’s behalf, for the purpose and the period mentioned in the Order. D&B either directly or indirectly through its affiliates, shall make available to Customer the business information services, which may include information (“**Information**”); or professional services and other services (all together “**Services**”), subject to these T&Cs. The Services under this T&Cs are licensed for fair & internal business use of the Customer, unless otherwise explicitly mentioned in the Order.

- 1. Scope of License.** In consideration of the Customer’s payment of all Fees due 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 Information and/or Services as detailed in the Order for purpose of enhancing its business opportunities. **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.** Customer will not, either directly or indirectly through any other party, access or use the Information or Services, in whole or in part, with the intent to commercially exploit it, by way of sub-licensing or selling it; or voluntarily produce it in any legal proceeding without D&B’s prior written consent, unless otherwise required by law; or use in any unauthorized manner. Customer will not use the Services to engage in any unfair or deceptive practice and will use the Services only in compliance with all applicable local, state, central and international laws, rules, regulations or requirements, regarding data protection and privacy. Customer will not copy, download, upload or in any other way reproduce Information, except as expressly permitted herein. Users 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, the Customer agrees that in the event D&B obtains information or other evidence leading it to reasonably conclude that the Customer is violating its obligations herein, D&B 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 the Information is used, stored or transmitted; OR if requested by D&B, an officer of Customer will certify that it is in compliance with these T&Cs. D&B 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, or as required by law. *D-U-N-S® Numbers are proprietary to and controlled by D&B. D&B 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 D&B.*
- 3. Fees & Pricing.** The Customer agrees to pay D&B, in Indian Rupees, in accordance with the payment terms specified in the Order and it shall not make any set-off against D&B. No advance payments will be refunded by D&B in any event whatsoever, including (i) voluntary termination of the Order by the Customer; and/or (ii) where the Customer fails to provide the required information within the timeframe as may be stipulated by D&B for purpose of compilation and closure of the report(s), in which case, the report(s) will be closed with available information; and/or (iii) Customer voluntarily stops using the Services. Nothing herein shall adversely impact D&B’s rightful payment under the Order. The Customer agrees to make all payments under the Order, whether or not Customer avails or intends to avail the Services. Applicable taxes (as per the extant laws and prevailing rates) will be payable in addition to the stated fees. In case the Customer fails to make the payment within the stipulated timeframe as mentioned in the PAYMENT TERMS’ column, D&B will be entitled to charge a late payment fee @ 2% per month from the due date till the payment is made. Any change or increase in goods and services taxes shall be to account of the Customer. The Customer shall always comply with the extant GST legislation(s). In case D&B is subjected to any loss arising out of non-compliance by the Customer with the extant GST legislation(s) or non-furnishing or furnishing of incorrect or incomplete documents by the Customer, the Customer shall reimburse D&B the losses, including but not limited, to the interest and / or penalty, if any, due to the failure by the Customer as aforementioned. The Customer shall clearly mention the ‘BILL TO’ and ‘SHIP TO’ addresses and provide correct GST registration details to D&B. D&B shall not be responsible to verify the same and shall rely on the details provided by the Customer, while raising the invoice(s) under this T&Cs. Any failure on part of the Customer to provide correct GST registration details and/or aforementioned required addresses/information shall not render D&B liable in any manner whatsoever and consequently, the Customer shall be liable for any and all tax liabilities arising out of its failure. D&B 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 D&B as unregistered under the GST legislation(s) and the Customer shall be required to provide a declaration in this behalf to D&B. 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.

- 4. Ownership.** Intellectual property rights in whatever owned by the respective Party will continue to vest in the said Party. Nothing herein shall be construed to mean transfer or assignment of IPR by one party hereto to the other. The Information is owned either by D&B or its associate/sister concerns, as the case may be, and such entity is the sole owner and proprietor of all rights including copyrights, trademarks and all other intellectual property rights (“**IP Rights**”) in the said Information, including, all research, analysis, data provided in any form, and is protected by Indian and foreign laws and applicable treaties and conventions. The Customer shall use the Information only for the purpose defined under the Order and shall not use the Information for any other purpose, in whole or in part, in any form or manner or by any means whatsoever without the express written permission of the owner of the proprietary and IP Rights in the Information. Where D&B is not the owner of the Information, D&B is acting only as a distributor of the said Information on behalf of its associate/sister concerns. Any misappropriation or unauthorized use of the Information for commercial gain would unfairly and irreparably harm the proprietary and intellectual property rights in the Information of D&B or its associate/sister concerns. The Customer shall not commit or permit any act or omission that would impair D&B’s or its associate/sister concerns’ proprietary and IP Rights in the Information licensed by or through D&B to the Customer. The Customer shall reproduce D&B’s or its associate/sister concerns’ copyright and proprietary rights’ notice on all authorized copies of the Information. D&B represents to the Customer that to the best of D&B’s knowledge, the Information, when used in accordance with these T&Cs will not violate any existing copyright, patent, trademark or other extant intellectual property rights of any third party, however, this representation shall not hold good to the extent the Customer modifies the Information in any way or combines the Information with any other material of third party. 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. Customer shall not disclose the negotiated pricing or terms of this Order, to any third party, unless required by law or expressly authorize hereto. Each party hereto shall hold in strict confidence and shall never reproduce, reveal or make accessible in whole or in part, in any manner whatsoever to others, the confidential and/or proprietary information of the other party, unless required by law, or unless otherwise expressly agreed to herein. Each party shall implement and maintain security measures with respect to the confidential and proprietary information of the other party in its possession that effectively restrict access only to employees with a need to know for the purpose identified in the Order, and protect such confidential and proprietary information, including the Information, Software, and Services, 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 and/or proprietary 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; and Customer’s confidential and/or proprietary information each party shall notify the other promptly after becoming aware of any such security incident.
- 5. Warranties & Disclaimer.** Each party represents and warrants that it (i) has the right to enter into this Order; and (ii) has all necessary legal rights, title, consents and authority to disclose confidential and/or proprietary information to the other in accordance with these T&Cs. D&B represents that the Information has been collected and compiled in accordance with applicable local, state, central and international laws, rules or regulations, but D&B does not guarantee that the Customer’s or User’s use of the Information meets the requirements of any applicable local, state or central law, rule or regulations. D&B and Users hereto warrants and undertakes 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 the notice under (ii) above, take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use. D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals. Contact Information, comprising of professional information collected and compiled by D&B 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 always 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 used in the market place. Except as set forth in this [Section 5](#), D&B 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. Every business decision to some degree represents an assumption of risk and that D&B in furnishing Information does not assume any such risk. The Services are provided on an "AS IS," "AS AVAILABLE" basis and D&B does not give any warranty whatsoever, including without limitation, as to the availability, accuracy, currency, completeness, correctness, or reliability of the Information made available and expressly disclaims (to the maximum extent permitted in law) all liability for any damage or loss resulting from the Customer’s or Users’ use of, or reliance on the Information or the contents provided therein. Though D&B uses extensive procedures to keep its database current and to promote data accuracy, other than as explicitly stated herein, D&B and its third-party providers disclaim all warranties, express or implied, including any warranties of accuracy, completeness, currency, merchantability or fitness for a particular purpose. D&B 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.
- 6. Indemnity & Liability.** Each party agrees to hold harmless and indemnify the other party from and against any claim, including any third-party claims that are settled or compromised, including any liability or expense arising from any breach of these T&Cs by the indemnifying party. Neither party hereto nor D&B’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 or



4 of the T&Cs, the maximums aggregate liability of a party under this Order whether arising in contract, tort or otherwise will not exceed the Order value or Indian Rupees 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 or 4. D&B 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). D&B shall indemnify and hold Customer harmless from and pay any and all losses attributable to such intellectual property rights' infringement claim and Customer shall give D&B prompt notice of such claim. D&B 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).

7. **Dispute Resolution & Governing Law.** The laws of the Republic of India shall govern this Order and the parties agree that the appropriate Courts at Mumbai shall have exclusive jurisdiction for resolving any disputes arising under this Order.
8. **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 in the Order. D&B or Customer may cancel this Order at the end of the fixed term by giving the other party not less than sixty (60) days' written notice prior to expiration of the fixed term. IF ORDER IS OR HAS BECOME ROLLING, then D&B 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: D&B may serve notice on the address stated in the Order or such other address as Customer may have notified D&B. CUSTOMER SHALL SERVE NOTICE on D&B's registered office address unless other address has been notified by D&B 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, the non-breaching party may immediately terminate, this Order without prior notice; or D&B may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of D&B's intellectual property rights. In the event of material breach of any other part of this Order by Customer or D&B, 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.
9. **Miscellaneous.** D&B'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 D&B and the Customer in relation to the subject matter hereof and all other representations, warranties, promises and conditions made by D&B have been merged herein. The Customer agrees to D&B's use of the Customer's information for D&B's internal analysis purposes, which may subsequently form part of its business information services. The Customer grants D&B a non-exclusive royalty-free license to use the Customer's information for the said purpose and D&B 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. The Customer acknowledges that the contents of the Report may also form part of D&B's global database and services. 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. Neither party shall assign these T&Cs without other party's prior written consent, except in case of merger and consolidation. In the event that any court of competent jurisdiction holds any provision of these T&Cs 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 these T&Cs shall be binding on either party, unless it is in writing and signed by the authorized officials of both the parties. Provisions which by their very nature survive termination shall be deemed to survive any termination. Any delay or non-performance on part of D&B due to any event whatsoever, including the force majeure event, like act of God, lockdowns, pandemic, fire, earthquake, war, disruption, govt. declared actions, which may make performance of the contract impossible shall not be construed as breach of the contract by D&B. Upon happening of such an event, D&B shall inform about the same to the Customer, within 15 (fifteen) days from the date of happening of such an event, thus, enabling the contracting parties to mutually agree upon the strategies to be adopted to deal with such an event and to settle the matter amicably.

ADDITIONAL CLAUSES APPLICABLE IN CASE OF Dun & Bradstreet D-U-N-S® Registered Solutions ("DRS") and / or Dun & Bradstreet Accredited Seal ("DAS") SERVICES ARE BEING AVAILED: In order to avail of the DRS or DAS offering, the Customer agrees to provide information concerning its business, as may be requested by D&B, from time to time, for being displayed on the Customer's official website hosting the DRS; or visiting cards, letter head, brochures, advertisement banners used for purpose of trade fairs, event, conference



("materials") on which DRS / DAS will be used. Customer hereby grants to D&B a royalty free, perpetual, non-exclusive, nontransferable, worldwide right and license to use and authorize use of the information provided by it, including without limitation the rights to reproduce, analyze, incorporate, process, modify, display and create derivative works in connection with producing, marketing and distributing the products and services of D&B. The Customer shall at its own expenses fully assist D&B to verify such information. By availing the DRS and/or DAS offering/s, the Customer is deemed to have agreed to these T&Cs without any qualifications. With verified information of the Customer, D&B shall establish and maintain a D-U-N-S® Registered™ Solutions Profile ("Profile") of the Customer on the various platforms of D-U-N-S® Registered™ Solutions ("Platforms") within the license term as specified in the Order for the DRS service. D&B shall provide the Customer with a DRS (an electronic icon that can be installed in the Customer's official website and email that links to its Profile. Likewise, D&B shall provide the Customer with a DAS (a logo which can be used offline and only on the materials mentioned above.) The Customer agrees and warrants the following: (a) The information as may be provided by the Customer to D&B from time to time shall be complete, current and accurate; (b) The Customer shall proactively inform D&B immediately if there is any change in the information to enable it to update the same; (c) The following events relating to the Customer must be notified by the Customer to D&B immediately (non-exhaustive list): a filing for bankruptcy, liquidation, petition for suspension of payments, criminal proceedings, etc.; (d) The Customer's official website, if any, on which DRS is provided or any links to Platform; OR any material on which DAS will be used, shall not contain information which is illegal, illicit, obscene, defamatory, unauthorized, infringing to third parties and/or harmful to the goodwill and reputation of D&B; (e) The Customer agrees to comply with all the relevant applicable laws of India at all times. The Customer is prohibited to use the DRS and/or DAS: (a) anywhere else other than the official website page of the Customer and email without prior written consent of D&B; OR any material other than as approved by D&B; (b) for obtaining credit or insurance; (c) to engage in any unfair or illegal practices; and/or (d) for any other purpose for which the DRS and / or DAS offering/s has clearly not been intended. If the Customer provides D&B with any content (including but not limited to texts, photos, pictures etc.) for promotion purpose, the Customer shall guarantee that such content is true and accurate without any false, exaggerated or misleading content and shall comply with the laws and regulations relating to advertisement. D&B will display the Information for the period specified overleaf in this Contract form. In the event the Customer materially breaches any of these T&Cs, D&B shall, without any obligation whatsoever, be entitled to: (i) immediately terminate these T&Cs; and/or (ii) to suspend, restrict or prohibit access to the DRS / DAS offerings.

INTELLECTUAL PROPERTY: D&B or its associated entity is the sole owner and proprietor of all the intellectual property rights ("IP Rights") in all D-U-N-S® Registered™ Solutions Profiles as well as all relevant research, articles, photos and any other compiled information made by D&B relating to its customers' business and displayed on the Platforms ("D&B Proprietary Information"). The Customer shall not copy, modify, reproduce, repackage, resell, display, publish, transmit, transfer, disseminate D&B Proprietary Information, in whole or in part, in any form or manner or by any means whatsoever without the prior written permission of D&B.

The DRS, DAS and other proprietary logos or trademarks as may be displayed by D&B on Platforms and the Customer's website or materials (if any) or email ("D&B Proprietary Marks"), are owned either by D&B or its associated entity, as the case may be, and D&B or such associated entity is the sole owner and proprietor of the IP Rights therein. The Customer shall not take, directly or indirectly, any action inconsistent with, derogatory to or otherwise undermining IP Rights and relevant interests of D&B Proprietary Marks, including but not limited to: (i) copying, modifying, reprinting D&B Proprietary Marks or using them outside of its official, website (if any) and email without D&B's prior written permission; (ii) adoption, using, registering or attempting to register any logo and/or trademark confusingly similar to the D&B Proprietary Marks.

Any action by the Customer infringing IP Rights hereunder will cause irreparable injury to D&B or its associated entity, and D&B shall be entitled to terminate the Service without any refund and claim for compensation for its losses (including lawsuit costs, attorney fee and any other cost or expense relating to such claim).

DISCLAIMER OF LIABILITY & INDEMNITY: D&B does not give any warranty whatsoever, including but not limited to, as to the completeness, timeliness and accuracy of D&B Proprietary Information and expressly disclaims, to the maximum extent permitted in law, all liability for any direct or indirect damage or loss resulting from the use of or reliance on D&B Proprietary Information. The Customer agrees to indemnify, defend and hold D&B and its officers, agents, employees or partners, harmless from and against any liabilities, damages, losses or expenses (including but limited to lawsuit costs and attorney fee) suffered by D&B in connection with any claim by a third party arising from or in, any way related to: (i) the information on the Customer's official website (if any), email or other websites designated by the Customer, where the DRS is installed or other services provided for the Customer on Platforms link to; (ii) the Information provided by the Customer to D&B and the Customer's conduct of business; (iii) any breach of these T&Cs by the Customer and its employees or agents.