

## End-User License Agreement – GSA Schedule Sales

This Commercial Supplier Agreement and Software License Agreement and Services (“Agreement”) is between the Customer, as set forth in an applicable Purchase Order, Annex, Statement of Work, or similar document (the “Order”), and Dun & Bradstreet, Inc. (“D&B” or “Supplier”) with its principal place of business at 103 JFK Parkway, Short Hills, NJ 07078, USA. This Agreement governs the Customer’s use of the D&B software and data platform(s) (the “Licensed Software”) and the Supplier documentation made available for use with such software. “You” and “Customer” mean the Government Customer (Agency) who, under the GSA MAS Program, is engaging in the “Ordering Activity,” and is defined as an “entity authorized to order under GSA Schedule Contracts” who has issued the applicable GSA Order.

### I. Definitions

The definitions for the defined terms used in the Agreement are contained below or in the body of the Agreement.

- I.1 “Affiliates” means entities that control, are controlled by, or are under common control with, a party to the Agreement.
- I.2 “Agreement” means this Master Agreement, any Orders, addendum, statements of work, and schedules.
- I.3 “CCPA” means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.
- I.4 “CCPA Requests” has the meaning set forth in the CCPA.
- I.5 “Claim” means any third-party claim, demand, suit or proceeding.
- I.6 “Confidential Information” means information provided by Discloser to the Recipient that Discloser designates in writing to be confidential, or information that the Recipient ought to reasonably know is confidential.
- I.7 “Contact Information” means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to names, titles, business phone, e-mail addresses and physical addresses, and social media handles.
- I.8 “Contractor” means third parties provided with Information or accessing the Services solely to support Customer.
- I.9 “Customer Controlled Environment” means a computer network (including those accessed via VPN), facility or location that is owned, used or leased by Customer or under Customer’s operational control.
- I.10 “D&B Data Processing Agreement” means the agreement retained at [www.dnb.co.uk/dpa](http://www.dnb.co.uk/dpa) as updated from time to time as required of D&B by the European Privacy Legislation.
- I.11 “Data Subject” means an individual person who is the subject of, represented within or identifiable by Contact Information, or as defined in European Privacy Legislation where applicable
- I.12 “Discloser” means the party disclosing Confidential Information.
- I.13 “Documentation” means any manuals, instructions or other documents or materials that D&B 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.
- I.14 “European Privacy Legislation” means Directive 95/46/EC (Data Protection) and European Union Regulation 2016/679 and any other applicable data protection legislation including implementing legislation, guidelines and industry standards from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Information in that jurisdiction.
- I.15 “Information” means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business information, legal or financial data, Contact Information, D-U-N-S® Numbers, and ratings on such business entities.
- I.16 “Initial Term” means the License term of an Order as further described in [Section 3.2](#).
- I.17 “License” has the meaning set forth in [Section 3.1](#).
- I.18 “Losses” means all losses, costs and damages, including reasonable counsel fees.
- I.19 “Non-Operational” means not used to support the on-going operations of the Customer such that Information is not susceptible to use as a substitute for the Services licensed by D&B.
- I.20 “Order” means the ordering document for Services which may include particular Service-specific terms and conditions.
- I.21 “Personal Information” shall have the same meaning as defined under applicable legislation.
- I.22 “Privacy Notice” means D&B’s privacy notice located at <https://www.dnb.com/utility-pages/privacy-policy.html>.
- I.23 “Recipient” means the party receiving Confidential Information.
- I.24 “Representatives” means employees and vendors of the Recipient as further described in [Section 8.3](#).
- I.25 “Retained Information” has the meaning set forth in [Section 4.5](#).
- I.26 “Services” shall have the meaning set forth in [Section 2](#).
- I.27 “Software” means computer programs or applications (including those accessed remotely), documentation, and media.

1.28 “Standard Contractual Clauses” means the D&B completed Controller-to-Controller Standard Contractual Clauses 2004 (Set II), Commission Decision 2004/915/EC retained at [www.dnb.com/CTC-SCC](http://www.dnb.com/CTC-SCC) and updated from time to time as required of D&B by the European Privacy Legislation.

1.29 “Term” shall have the meaning set forth in Section 3.2.

1.30 “Third Party Providers” means third parties that provide data, Software or services to D&B for use in providing the Services to D&B customers.

1.31 “Unauthorized Code” means any virus, trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data.

## **2. Scope of Agreement**

2.1 D&B, either directly or through its Affiliates, shall, subject to the Agreement, make available to Customer the Information, Software, and other products and services, identified in Orders entered into from time to time by D&B and Customer (the “Services”). Where there is a conflict between the terms of any Order and this Master Agreement, the terms of the GSA MAS shall control with respect to the Services set forth in such Order and solely to the extent of the conflict.

2.2 Upgrades. D&B may upgrade Customer to its next generation or replacement product with reasonable prior notice, provided that (i) there is no charge to a Customer unless mutually agreed, (ii) Customer maintains access to the prior version for a reasonable period of time, (iii) the upgraded product serves the same use case with similar product capabilities and functionality, (iv) D&B provides reasonable technical support and training, and (v) the terms of the original Order continue to apply, and any new features will be handled separately.

## **3. Licenses**

3.1 D&B grants to Customer a non-exclusive, non-sublicensable, non-transferable license (“License”) to use and display the Information and Software (in object code format only) constituting the Services specified in an Order. All rights not expressly granted hereunder are reserved to D&B. For non-physical deliverables, Customer agrees that delivery of access credentials (i.e. login and password and/or any other required information) will constitute acceptance for purposes of FAR 46.5.

3.2 Each License is for a term of twelve (12) months, beginning on the effective date of the Order, unless another term is specified in the Order (“Initial Term”). The Initial Term and any renewal period for an Order or License constitute “the Term” for such Order or License.

3.3 In the event a particular Order allows for Customer to make Services available to its Affiliates, Affiliates are bound by the same terms and conditions as Customer under the Agreement and Customer is responsible and liable for the Affiliates’ acts and/or omissions which if done by Customer itself would be a breach of the Agreement.

3.4 If Customer is procuring the Services pursuant to the federal acquisition regulations (“FAR”) or applicable agency supplements, the Information and Software provided by D&B is a Commercial Item as that term is defined in FAR 2.101, and is comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFARS 252.227-13. The Software and Information was developed exclusively at private expense. If Customer is a civilian agency, the Customer’s rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in FAR 12.212 (Commercial Computer Software), FAR 12.211 (Technical Data) and FAR 27.405-3 (Commercial Computer Software). If Customer is a defense agency, the Customer’s rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in DFARS 227.7202-1, and 227.7202-3. Under no circumstances will the Customer have greater rights in the Information and Software provided hereunder than “Limited Rights” as that term is defined in FAR 52.227-14 (ALT II) and DFARS 252.227-713(f) and “Restricted Rights” as that term is defined in FAR 52.227-14 (ALT III) and DFARS 252.227-714(f), respectively. This provision is in lieu of and supersedes any other FAR, DFARS, or other clause or provision that addresses U.S. Government rights in the Information or Software. A non-Government Customer may not acquire the Information or Software on behalf of a U.S. Government entity without D&B’s prior written consent.

## **4. Terms of Use**

4.1 Information and Software are licensed for internal use only by Customer’s employees with a need to know for the purpose identified in the Order. Customer will not provide Information, Software or other Services to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Information to generate any statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings, unless required by law.

4.2 Notwithstanding the foregoing, Customer may allow Contractors to access the Services, in the territories identified in an Order, provided that such Contractors use the Services in accordance with the Agreement. However, Customer must have written approval of D&B prior to providing access to a Contractor for use outside of a Customer Controlled Environment. Customer is liable to D&B for any use or disclosure by any Contractor of Services not for the benefit of Customer or, which, if done by Customer itself, would be a breach of the Agreement.

4.3 Customer will not attempt to reverse engineer any Services or access, use, modify, copy, or derive the source code of any Software.

4.4 Customer will not systematically access or extract (or “scrape”) Information from the Software (outside of the features available

within the Software for exporting Information), including by the use of any engine, software, agent, spider, bot, or other device or mechanism.

4.5 Customer will not use Information (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" as defined in 15 U.S.C. § 1681a. 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, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control, and/or any subsequent regulation and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy. If Customer is provided with Information from outside the United States, D&B must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer.

4.6 Where applicable and only to the extent that Customer licenses D&B-owned or controlled Personal Information subject to European Privacy Legislation, Customer and D&B hereby enter into the Standard Contractual Clauses, the terms of which are hereby agreed to and incorporated into this Master Agreement, as the basis for the onward transfer of such Personal Information from D&B to Customer, if any. To the extent the terms of the Standard Contractual Clauses conflict with this Master Agreement, the terms of the Standard Contractual Clauses will control.

4.7 Upon expiration or termination of a License with respect to a particular Service, or upon receipt of a Service that is intended to supersede previously obtained Service(s), Customer will promptly delete or destroy all originals and copies of the Information and/or Software, as applicable, including all Information or Software provided to Contractors as permitted by Section 4.2 hereof; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Customer is granted a perpetual, limited, non-transferable and non-assignable license to retain copies of such Information in the form of hard copies or in Non-Operational systems, made in the normal course of business, solely for historical and/or archival (i.e disaster recovery, compliance, and evidence of Customer's use of Information for regulatory compliance) purposes and not for any other continuing use ("Retained Information"). Customer is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Services licensed by D&B.

(ii) The obligation to delete Information shall not apply to names, addresses (street, city, state, and zip code), phone numbers, fax numbers, and email addresses to the extent the subject to whom the Information relates has (a) become a customer or supplier of Customer, or (b) engaged with Customer to become a customer or supplier of Customer.

4.8 Customer agrees that in the event D&B obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, if requested by D&B, an authorized officer of Customer will demonstrate and certify that it is in compliance with the Agreement. Customer shall maintain current, accurate and complete books and records relating to the License. Where agency regulations and Federal law permit, D&B, or its designee, may at any time after the date of this Agreement, and for a period of two (2) years after the last use of any D&B Information or Software, examine, inspect and audit such books and records and any source documents pertaining thereto. Such examination, inspection or audit shall take place during normal business hours with reasonable prior notice. D&B may during the course of such examination, review or audit, make such copies and/or extracts of Customer's books and records, related to this Agreement, as D&B may deem appropriate. Upon reasonable notice and during regular business hours, and subject to applicable agency regulations or state and Federal law, Customer will permit D&B to inspect the locations where, or computer systems on which, D&B Data is used, stored or transmitted so that D&B can verify Customer's compliance with this Agreement. D&B shall abide by such security procedures and confidentiality and non-disclosure requirements as Customer shall reasonably impose or which are imposed by agency regulation or applicable law. Further, any such audit shall be contingent upon adherence to End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities.

4.9 If Customer is provided with Information from outside the United States, the parties must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer. To the extent that Customer transfers to D&B, under a particular Order, Personal Information subject to European Privacy Legislation, D&B will process such Personal Information in accordance with the D&B EU Data Processing Agreement. Notwithstanding Section 2 above, in case of conflict between this Master Agreement, the D&B EU Data Processing Agreement, and any Order, the D&B EU Data Processing Agreement shall prevail.

4.10 To the extent that Customer transfers to D&B, under a particular Order, Personal Information subject to European Privacy Legislation, D&B will process such Personal Information in accordance with the D&B Data Processing Agreement, which is hereby incorporated into this Master Agreement. Notwithstanding the Scope of Agreement Section above, in case of conflict between this Master Agreement, the D&B Data Processing Agreement and any Order, the D&B Data Processing Agreement shall prevail.

4.11 D&B certifies that D&B will comply with D&B's obligations under the CCPA. D&B's Privacy Notice may be used as documentation of D&B's compliance with CCPA notice obligations. D&B will honor any CCPA Requests passed on by Customer, where required to comply by the CCPA and CCPA regulations issued by the California Attorney General. To the extent that Customer provides to D&B Personal Information subject to the CCPA, unless otherwise disclosed in writing and consented to by Customer, D&B will not sell Personal Information provided by Customer. D&B will process, retain, use, disseminate, disclose, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information only on behalf of Customer and only as necessary to fulfill the business purpose under this Master Agreement or applicable Orders. Where

the U.S. Government Customer agrees that it is subject to CCPA requirements, Customer warrants that Customer will honor any CCPA Opt-out requests passed on by D&B. To receive or submit CCPA Requests, non-exempt Customers will register at <https://support.dnb.com/?prod=CCPARquests>.

## **5. D-U-N-S® Numbers**

5.1 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.

## **6. [Reserved]**

## **7. Warranties and Disclaimers**

7.1 D&B and Customer each represent and warrant that it (i) has the right to enter into the Agreement and (ii) has all necessary legal rights, title, consents and authority to disclose Information (including Confidential Information and Personal Information) to the other in accordance with this Agreement.

7.2 D&B represents that the Information has been collected, compiled, and will be provided in accordance with applicable local, state, federal and international laws, rules or regulations, but D&B does not guarantee that the Customer's use of the Information meets the requirements of any applicable federal, or state law, rule or regulation including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists.

7.3 D&B and Customer each warrant and undertake that i) use of Personal Information will be for limited and legitimate purposes as specified in the Agreement; ii) it will provide the same level of protection as the Privacy Principles in the use of Personal Information 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.

7.4 D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals.

7.5 D&B 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 D&B discovers or is notified of any such Unauthorized Code in the Software, D&B shall promptly remove such Unauthorized Code in the Software.

7.6 D&B represents and warrants that the Software will perform all material functions and features as set forth in the Documentation.

7.7 Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to receiving direct marketing nor has D&B scrubbed Contact Information against wireless suppression lists, the FTC's Do-Not-Call lists or other opt out lists (other than its own). Contact information identified as Canadian may only be used solely for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession (the "Business Contact Purpose"). It is Customer's responsibility to observe any indicators D&B provides to Customer indicating the Data Subject has expressly objected to receiving direct marketing (as well as their own and any applicable opt out lists) prior to any direct marketing. Opt-out provisions and/or opt-out links in Customer's marketing and sales materials shall not pertain to opting out of D&B's marketing lists and/or databases.

7.8 Customer will not provide D&B any Social Security number, driver's license number, account number, credit or debit card number (other than Customer's own card for payment purposes, if applicable), or personal identification number or password that would permit access to the person's account, or personal data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation and data relating to criminal convictions and offences.

7.9 EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. D&B IS ONE TOOL IN CUSTOMER'S DECISION-MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH D&B USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, D&B 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. 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.

## **8. Protection of Proprietary Rights**

8.1 The Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, or other materials

created by D&B at great effort and expense. Customer will not remove D&B's copyright and proprietary rights legend from any Information and Software which are so marked when received.

8.2 Neither party will use the trade names, trademarks or service marks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party and any such customer approval is contingent on D&B complying in all respects with GSAR 552.203-71.

8.3 The Recipient will treat all 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 Representatives, with a need to know and/or in order to fulfill the obligations pursuant to the Agreement, 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 Representative's use of such information. Confidential Information shall not include (a) Information and Services licensed pursuant to the Agreement; or (b) 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.

8.4 Each party shall implement and maintain security measures with respect to the Confidential Information, D&B Information and Software 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. D&B will comply with the security principles and controls located at <https://www.dnb.com/about-us/company/our-security.html>. 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 either party's 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.

## **9. Termination**

9.1 Along with any termination rights afforded by applicable regulations or statutes, in the event of material breach of Section 4 or 8, Customer may immediately terminate this Master Agreement or particular Orders.

9.2 D&B may, with notice, suspend Customer's access to the Services subject to a material breach of Section 4 or 8, if necessary to prevent any ongoing impairment of D&B's intellectual property rights. D&B will cooperate with Customer's contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate Customer's account and restore access to these services upon the removal or resolution of such conditions. Nothing in this section shall operate to limit the rights and remedies otherwise available to the Customer under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate this Agreement for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-5(d)

9.3 The provisions set forth in Sections 4, 5, 7, 8, 9.2, 10 and 11 will survive the termination of this Master Agreement.

## **10. Limitation of Liability; Indemnification**

10.1 NEITHER PARTY 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.

10.2. EACH PARTY'S AND D&B'S THIRD-PARTY PROVIDERS' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE ORDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, COST OR EXPENSE OCCURRED.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

10.3. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 10.1 and Section 10.2 above shall not apply with respect to: (i) the parties' respective obligations under Section 10.4 (Indemnification), or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of Section 8.3.

10.4 (a) D&B shall defend or settle at its expense any Claim arising from or alleging infringement of any existing U.S. copyrights, patents, trademarks, or other intellectual property rights of any third party by the Services furnished under this Agreement (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 Claim. Customer shall give D&B prompt notice of any 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 infringement Claims

or damages. Notwithstanding the foregoing, D&B acknowledges and agrees that the U.S. Department of Justice, or any government entity with authority over Customer's legal representation decisions, may have the right to represent the United State in any such action, in accordance with 28 U.S.C. §516 or similar statute.

## **II. Miscellaneous**

II.1 The MAS, the Master Agreement, the Order, addenda, and any statements of work or schedules, constitute the entire agreement between D&B and Customer regarding the Services. All prior Master Agreements, both oral and written, between the parties on the matters contained in this Master Agreement are expressly cancelled and superseded by this Master Agreement. Except with respect to Section 7 hereof (which shall take precedence over any inconsistent terms regarding Warranties), if there is a conflict between the terms of the the MAS, the Order, and/or this Master Agreement, the terms of the MAS shall take precedence, followed by the terms of the specific Order in question. Any amendments of or waivers relating to this Master Agreement must be in writing signed by the party, or parties, to be charged therewith.