



LICENSE AGREEMENT

SCROLL DOWN TO READ THE TERMS OF THIS LICENSE AGREEMENT ("AGREEMENT") AND CLICK THE "AGREE" BUTTON AT THE END. CLICKING ON "AGREE" MEANS YOU HAVE READ, UNDERSTAND AND UNCONDITIONALLY AGREE TO THESE TERMS AND CONDITIONS AS IF YOU HAD ORIGINALLY AGREED TO THEM IN A SIGNED WRITING. IF YOU DO NOT AGREE, D&B IS UNWILLING TO LICENSE THE SOFTWARE AND DATA TO YOU OR TO ALLOW YOU TO USE THE WEBSITE ("WEBSITE") AND YOU MAY RECEIVE A REFUND OF ANY LICENSE FEE YOU HAVE PAID. In consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Data and Software is licensed by Dun & Bradstreet Asia Operations Pte. Ltd. ("**D&B**") to You provided that You comply with the terms and conditions below. "**You**" "**Yourself**" or "**Your**" means the individual or single end-user customer organization executing this Agreement. In the case of organizations the individual executing shall be presumed, by the act of execution, to have represented that he/she has the full authority of the organization to sign and act on its behalf. "**Data**" means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business data, legal or financial data, data about individuals associated with such business, D-U-N-S Numbers®, and ratings on such business entities that D&B uses to provide services to, and in some case provides to, its customers. "**Software**" means computer programs or applications (including those accessed remotely), documentation and media.

1. License; Restrictions

- 1.1. D&B grants to You a non-exclusive, non-transferable license ("**License**") to use and display the Data and Software (in object code format only) subject to the limitations contained in this Agreement. D&B retains all ownership rights (including copyrights and other intellectual property rights) in the Data and Software, in any form, and You obtain only such rights as are explicitly granted in this Agreement.
- 1.2. Data and Software is Licensed for internal use only by You and Your employees with a need to know. You will not provide Data 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 Data to generate any mathematical, 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 Data in legal proceedings.
- 1.3. You will not use the Data or Software to engage in any unfair or deceptive practices and will use the Software and Data only in compliance with Chinese and any other applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances, common law or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof.
- 1.4. You will not use Data as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for (i) personal, family or household purposes; or (ii) employment.



- 1.5 Upon expiration or termination of a License with respect to particular Data, or upon receipt of Data that is intended to supersede previously obtained Data You will immediately delete or destroy all originals and copies of the Data, and upon request, provide D&B with a certification thereof.
- 1.6 Upon reasonable notice and during regular business hours, You will permit D&B to inspect the locations at, or computer systems on which, Data is used, stored or transmitted so that D&B can verify Your compliance with this Agreement.
- 1.7 You shall not perform or permit bulk/batch loads unless you have received D&B's prior written approval. D&B reserves the right to limit the volume of inquiries placed at any time. You shall not tamper with, bypass or alter security features or attempt to do so. D&B reserves the right to monitor Your use to ensure compliance with this Agreement. If such monitoring indicates You are not in compliance with this Agreement, D&B reserves the right to take such action as it deems necessary, including, but not limited to, suspension or termination of Your account. You acknowledge that such monitoring of use may include determining whether or not the Data is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Systematic access, automatic harvesting or extraction of Data, including the use of "bots" or "spiders", is prohibited.

2. Notice of Intended Purposes and Uses/Supplied Data

- 2.1 Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to the D&B Privacy Policy set forth at: <http://www.dnb.com/privacy-policy.html>. D&B my use information provided by You to create, update, merge, analyze, maintain or enhance its database of business records, which business records are used to create, and are included within, the services made commercially available by D&B and its affiliates. The information You are providing may be used, stored, processed, transferred outside of Your country of residence , and may also be provided to D&B affiliates, customers or business partners inside or outside of Your Country of residence. You consent to D&B using the information You are providing in the manner set forth above and You confirm that You are authorized to provide this consent by the business and the owner of the information as to which you are providing information. You are providing this information in compliance with applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances, common law or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof.
- 2.2 D&B DOES NOT COLLECT INFORMATION THAT UNDER GOVERNING LAW MAY NOT BE EXPORTED OUT OF COUNTRY OR OTHERWISE PROVIDED TO D&B. By inputting Your information You are confirming that the information You are providing is not a state secret or is otherwise precluded, by law or otherwise, from being provided to D&B and/or transferred out of country.
- 2.3 You agree to indemnify and hold D&B and our agents, affiliates, and assigns harmless from and against any and all claim, loss, liability, cost, or expense (including but not limited to reasonable attorney's fees) relating to or arising from: (i) the violation or breach of this Agreement; (ii) violation or infringement of any third party's rights, including but not limited to copyrights and proprietary and privacy rights, resulting from your breach of this Agreement; or (iii) violation of Chinese and any other applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances, common law or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof.



- 2.4 Information that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable or that promote any of above or that are otherwise objectionable or injurious are not allowed and may be removed. You are prohibited from posting links to websites that display this type of information. Your access may be revoked at any time without prior notice for a violation of these terms. Your information must be your own ideas and material. You may not add any information that violates or infringes on any copyright, patent, trademark, trade secret, or other proprietary rights. You will be responsible for the information You enter. D&B has no responsibility for information posted by You, or for the content of information of third parties on the internet, even if accessed through the Software. However, D&B retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete any information that D&B deems to be illegal, offensive or otherwise inappropriate.

3. **Disclaimer of Warranties**

- 3.1 Though D&B uses extensive procedures to keep its database current and to promote data accuracy, You acknowledges that the Data will contain a degree of error. ALL DATA AND SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, D&B DISCLAIMS 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 SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF SOFTWARE AND DATA, SERVICE LEVELS OR PERFORMANCE. D&B WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, D&B'S CONDUCT IN COLLECTING, COMPILING, CREATING OR INTERPRETING DATA. D&B DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT AND AVAILABILITY OF ANY THIRD PARTY WEBSITE THAT ARE LINKED TO THIS WEBSITE.

4. **Copyrights and Other Proprietary Rights**

- 4.1. Software and Data are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. You will not disclose, contest the validity or D&B's ownership of, or impair the value of the Data in any way. You will reproduce D&B's copyright and proprietary rights legend on all copies.
- 4.2. You shall not use any trademark, service mark, or trade name of D&B or any of its affiliated companies without D&B's prior written consent.
- 4.3 You agree to treat as confidential and prevent the disclosure to third parties of all technical information, marketing, product and affairs, and other proprietary and trade secret information and data concerning the business of D&B and its proprietary technology, that may be supplied or made available by D&B hereunder or which You may otherwise acquire during the term of this Agreement ("Confidential Information"). You agree that all Confidential Information received by You in accordance with this Agreement shall remain confidential and shall not be disclosed by You to anyone. However, You may disclose Confidential Information to those of Your employees who are necessary for accomplishing the aforementioned purposes of this Agreement, so long as You obtain from each employee a separate agreement signed and in writing whereby the employee agrees to be bound by obligations of non-disclosure and non-use no less restrictive than that undertaken by You in accordance with this Agreement.



5. **Termination**

- 5.1. In the event of breach by You, D&B may terminate this Agreement without prior notice.
- 5.2. The provisions set forth in Sections 1 (excluding 1.1), 2, 3, 4, 5, 6, 7 and 8 shall survive the termination of this Agreement and shall continue in force in perpetuity.

6. **LIMITATIONS OF LIABILITY**

- 6.1 THE MAXIMUM LIABILITY OF D&B, ANY OF ITS AFFILIATE, AND THE OFFICERS, DIRECTORS, EMPLOYEE, SHAREHOLDERS OR AGENTS OF ANY OF THEM TO YOU OR A THIRD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) OR IN CONNECTION WITH THIS WEBSITE IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY, WILL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIMS WILL BE BROUGHT, IN ACCORDANCE WITH THIS AGREEMENT, WITHIN 12 MONTHS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH CLAIMS, OR SUCH CLAIMS WILL BE FOREVER BARRED. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST D&B ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 6.2 D&B SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Choice of Law**

- 7.1 Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in the United States District Court for the Southern District of New York, U.S.A, and any of the courts of the state of New York, U.S.A. You will pay all costs and expenses, including reasonable attorneys' fees, that D&B incurs in any action to enforce Your obligations under this Agreement. Except where prohibited, You agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Data or Software shall be resolved individually, without resort to any form of class action.

8. **Miscellaneous**

- 8.1 This Agreement contains the entire agreement between D&B and You, and supersedes all written or oral agreements, representations, negotiations or arrangements between the parties relating to the subject matter herein. You may not assign or transfer this Agreement or any rights granted herein without the prior written consent of D&B, and any attempt at such assignment or transfer without D&B's prior written consent shall be void.
- 8.2 Third parties that provide Data, Software or services to D&B for use in providing the Data or Software are entitled to the benefits and protections of Sections 3 and 6 to the same extent as D&B.
- 8.3 You agree that this Agreement shall be in both English and Chinese. In the event of any discrepancy between the two versions the English version shall prevail as between the parties where permitted by Chinese law.