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| This is an order that you (the “Customer”) by signing below OR electronically accepting this document in accordance with the procedures specified from time to time by D&B, have placed with D&B pursuant to a Master Agreement ("MA") that you have entered into with D&B and which is identified below. You acknowledge that this order form, any supplementary or additional terms set out herein, and any documents, appendices, statements of work or schedules attached hereto are collectively referred to as the “Order" and are incorporated into and made a part of the MA. Customer must send the signed order form, signed MA and Customer purchase order to Eduserv. | | | | | | | | | | | | | | |
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| CUSTOMER INFORMATION / USER LOCATION: | | | | | | | INVOICE ADDRESS (if different): | | | | | | | |
| CUSTOMER NAME | |  | | | | | CUSTOMER WIILL BE INVOICED BY EDUSERV |  | | | | | | |
| Dept/Division | |  | | | | | D&B INVOICE TO | Eduserv | | | | | | |
| Address | |  | | | | | Address | Royal Mead, Railway Place | | | | | | |
| Town | |  | | | | | Town | Bath | | | | | | |
| County | |  | | | | | County |  | | | | | | |
| Country | |  | | | Post Code | | Country | UK | | | | | | Post Code BA1 1SR |
| Contact Name | |  | | | | | Contact Name |  | | | | | | |
| Contact Job Title | |  | | | | | Contact Job Title |  | | | | | | |
| Contact E-mail | |  | | | | | Contact E-mail |  | | | | | | |
| Contact Tel. | |  | | | | | Contact Tel. |  | | | | | | |
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| ORDER DETAILS: | | | | | | | | | | | | | | |
| DUNS #: | |  | | | CRO #: | | START DATE: | SELECT DATE | | | | | | |
| Subscriber #: | |  | | | Cust. #: | | TERM: | SELECT TERM | | | | | | |
| VAT Exempt: | | NO | | | VAT #: | | VALID MA: | YES | | | | MA DUNS #: | | |
| TYPE: | | ORDER TYPE | | | MA VERSION: | | UK\_MA\_01\_12 (EDUSERV) | | | | | | | |
| D&B to receive Customer Data? NO | | | | If “Yes”, Customer Data may be used for validation purposes? NO | | | | | | Customer is a Reference Account?  YES | | | | |
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| ORDER TERM: | | | THIS ORDER commences on the START DATE and continues for the TERM specified above unless cancelled earlier in accordance with the terms of the MA. Each twelve (12) month period is described herein as a "Contract Year". | | | | | | | | | | | |
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| SERVICE DETAILS: |
| D&B Academic Hoovers – IP Access: Up to 1,000 concurrent Users |

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| CRM & MARKETING AUTOMATION CONNECTORS: CRM and Marketing Automation Connectors are included with D&B Hoovers Advantage and Premium subscriptions. The CRM and Marketing Automation Connectors provide inbound processing of records (up to the maximum records allowed per the Service) during the Order Term. D&B shall provide access to either the Salesforce, Microsoft Dynamics. Marketo and/or Eloqua Connectors upon request of Customer (subject to version). | | | | | |
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| SERVICE OPTIONS: | | | | *All fees are GBP£ & excl. of VAT* | |
|  | | CONTRACT YEAR 1 | ADD 2ND YEAR? | | ADD 3RD YEAR? |
| D&B Academic Hoovers Fee: | |  |  | |  |
| Total Fees payable (exclusive of VAT): | |  |  | |  |
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| PAYMENT OPTION: SINGLE | PAYMENT METHOD: **Select method...** | | | PAYMENT TERMS: WITHIN 30 DAYS | |
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| SUPPLEMENTARY ORDER TERMS: | | | | | |

1. Scope of Licence: In consideration of Customer’s payment of all fees due and subject to the terms of this Order, Customer is hereby granted a non-exclusive, limited, personal, revocable licence to access and use the Information and/or Services (which may include Software) specified in this Order for the Order Term. IF ORDER TERM IS FIXED (24 or 36 months), the licence granted herein shall continue for the fixed Term and thereafter as a ROLLING Order unless cancelled in accordance with section 9 below. IF ORDER IS ROLLING, such licence continues until cancelled in accordance with section 9 below. Customer shall not exceed the maximum number of Seats stated in this Order in accordance with the Additional Terms for D&B Hoovers section below.

2. Changes to Customer: The use of Services under this Order applies to Customer as it exists at the Start Date. A Customer Affiliate (as defined in the MA) may only access and use Information or Services if such Customer Affiliate is: (i) identified in this Order or in a schedule attached to this Order; and (ii) such Customer Affiliate is not eligible to receive any services under an existing order with D&B ("Existing Customer"). Future acquisitions by Customer of, or of Customer by, an Existing Customer may not be included in this Order until the natural expiry of the existing order(s) or agreement(s). Customer is responsible for compliance by Customer Affiliates with this Order and the MA.

3. Geographic Restriction: CUSTOMER MAY ACCESS AND/OR USE THE INFORMATION AND SERVICES SPECIFIED IN THIS ORDER ON A WORLDWIDE BASIS (THE “TERRITORY”).

4. Fees: All fees due shall be paid by Customer within the terms stated in this Order (time runs from the invoice date). Applicable value added tax will be payable in addition to the stated fees. Fees are non-refundable and unused amounts may not be carried over from one Contract Year to another unless this Order states otherwise. IF ORDER IS OR HAS BECOME ROLLING, then for each subsequent Contract Year D&B reserves the right to notify Customer, at least ninety (90) days prior to the expiration of each Contract Year, of the fees that will be payable for the next Contract Year (the “Rolling Fees”). Unless cancelled in accordance with section 9 below, this Order shall then continue into the next Contract Year either (i) at the Rolling Fees, or (ii) if D&B does not notify Customer of a change in the fees, then at the then current fees.

5. Right to Review: By signing this Order, Customer declares that the information contained herein is accurate as at the Start Date. Without prejudice to its rights under this Order, the MA or at law, D&B reserves the right to review the terms upon which Information and/or Services are supplied under this Order in the event that (i) Customer accesses or uses (or notifies D&B of its wish to access or use) any of the Information or Services outside the Territory or wishes to extend access and/or use to a Customer Affiliate not already included in this Order, or (ii) Customer exceeds (or notifies D&B of its wish to increase) the maximum number of Seats stated in this Order, or (iii) there is an increase in the Customer's service requirements. Customer agrees to immediately notify D&B if any of the events or changes set out in (i) to (iii) above occurs during the term of this Order.

6. Pre-Term/Replacement: If a pre-term or replacement, it is agreed that this Order replaces and supersedes the old order referred to in the Additional Notes section below, and the old order is hereby cancelled with immediate effect.

7. Reference Account: If Customer consents to act as a Reference Account for D&B, D&B may request Customer to assist them in certain activities in connection with marketing and promotion of the Services, such activities being limited to identifying Customer as a customer of the Services and using Customer’s logo in marketing collateral for the Services. Customer acknowledges that it is not entitled to any compensation in connection with acting as a Reference Account.

8. Implementation & Training: “Basic” services are included as standard with this Order. “Extended” services are available on request for an additional fee. Details of each service and fees payable are available upon request.

9. Cancellation: IF ORDER TERM IS FIXED, then this Order cannot be cancelled by Customer prior to the end of the fixed term unless the MA or this Order states otherwise. 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. IF ORDER IS OR HAS BECOME ROLLING, then D&B or Customer may cancel this Order at the end of each Contract Year (the anniversary of the Start Date) by giving the other party not less than sixty (60) days written notice. NOTICE REQUIREMENTS: D&B may serve notice by sending an email to the contact email address stated in this Order (or such other email address as Customer may have previously notified D&B). CUSTOMER SHALL SERVE NOTICE BY SENDING AN EMAIL TO [CANCELLATIONS@DNB.COM](mailto:CANCELLATIONS@DNB.COM) CLEARLY STATING (i) THE CUSTOMER’S NAME IN THE SUBJECT LINE AND (ii) “ORDER REFERENCE [insert order title and start date] - PLEASE CANCEL THIS ORDER” IN THE EMAIL BODY. Subject to valid notice being received, this Order will then terminate at the end of the Contract Year which occurs after expiry of the cancellation notice. Customer is responsible for obtaining its own email delivery receipt as proof of sending. IN THE ABSENCE OF VALID NOTICE, THIS ORDER SHALL CONTINUE INTO THE NEXT CONTRACT YEAR.

10. The Services licensed under this Order are subject to D&B’s Global Product and Data Lifecycle Policy, as set forth at <http://www.dnb.com/product-lifecycle-policy.html> which is incorporated herein.

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| ADDITIONAL TERMS for D&B Hoovers: |

1. Use of Service: Customer shall inform D&B of the Universal Resource Locator (URL) or relevant IP address where Services are to be accessed under this Order. D&B shall then permit authorised use and access to the Services by users at those specified locations or using the relevant URL.
2. D&B reserves the right to monitor the Services set forth in this Order subscribed to by Customer, including the right to deploy IP authentication and/or protected PDF digital rights management. Customer acknowledges that such monitoring of use may include determining whether or not the Service is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Users shall not copy, download, upload or in any other way reproduce Information for the purpose of aggregating Information. Systematic access or extraction of content from the Service, including the use of "bots" or "spiders", is prohibited. If D&B has reason to believe Customer is not in compliance with this Order, D&B reserves the right, in addition to any other remedies available under the MA or under applicable law, to assess additional charges for users in excess of the number authorized. D&B may suspend Customer’s access to the Services if D&B reasonably suspects or believes it detects any prohibited use of the Services. Any investigation will be carried out promptly and Customer agrees to cooperate with D&B in connection with any such investigation. A suspension under this section shall not modify or otherwise be deemed a waiver of D&B’s right to terminate, or any other right or remedy, available under the MA or under applicable law.
3. Customer hereby represents and warrants to D&B that it is not an Affiliate of Allant Group, Compass Marketing Solutions, Nokia, Navteq, Epsilon, Reach Marketing, Factual, Localeze, Locationary, Neustar, TomTom North America, TransUnion, Equifax, Acxiom, Knowledgebase, Database LLC (dba Database101 dba DatabaseUSA.com), Integrated Direct Marketing, Inc., or web.com. Customer hereby acknowledges and agrees that it will promptly notify D&B in writing in the event it becomes an Affiliate of any such entity.
4. Contact Information: Contact Information has not been obtained directly from Data Subjects and Data Subjects who may be considered “individual subscribers” under the Privacy and Electronic Communications Regulations 2003 (e.g sole traders and partnerships) have not opted in or otherwise expressly consented to having their information sold for direct marketing purposes, Customers are therefore not permitted to direct market to these Data Subjects without first obtaining their consent.  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.  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. “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 and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles. “Data Subject” means an individual person who is the subject of, represented within or identifiable by Contact Information.

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| **ADDITIONAL NOTES / TERMS:** | |  | | |
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| **AUTHORISATION** | | | | |
| **Signed for and on behalf of DUN & BRADSTREET LIMITED:** | | | **Signed for and on behalf of the CUSTOMER:** | |
| D&B Signature |  | | Customer Signature |  |
| Name: |  | | Name: |  |
| Position/Title: |  | | Position/Title: |  |
| Date: |  | | Date: |  |

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| **D&B USE ONLY** | | | | | **Version: UK\_06\_17** | |
| Purchase Order # *(if available):* | | Linked Order(s) – if ticked, enter reference(s) here: | | | | |
| Account Manager: | Sales Area : | | Deal summary attached (orders of $250k ≥): Yes\*  No | | | Pricing Info/Approvals: |
| Any documents, appendices, statement of work or schedules attached to this Order? Yes\*  No | | | | \* Please state total number of attached pages: | | |
| Document Reference (if applicable): FY18 9870 – 180621 – DNB – Eduserve - EM | | | | | | |