

**D-U-N-S Numbers As Gas Industry Common Codes**

**Submitted to the**

**Gas Industry Standards Board**

**By Dun & Bradstreet**

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## Revision History

Version 1	November 26, 1996	Original Published Version
Version 2	February 7, 1997	Clarification added regarding subsidiary, Ultimate and parent designations on D-U-N-S Numbers. Incorporation of screens describing Common Code Access via the Internet. Clarification on turnaround for Ad Hoc Investigations.
Version 3	March 3, 1997	Minor wording modifications to Background, Accessing Common Codes, and Appendix A based upon Common Codes Sub-Committee review.

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## Executive Summary

Dun & Bradstreet (D&B) defines multiple D-U-N-S Numbers for a legal entity. Because the Gas Industry requires one **single** Common Code per legal entity, a process needed to be developed to define which D-U-N-S Number should be used to uniquely identify a given legal entity. This document describes the processes for using D-U-N-S Numbers as Common Codes in the Gas Industry in accordance with FERC Order 563-A. D&B proposes that the Gas Industry follow the processes outlined in this document, including the use of **exact** legal names, to obtain D-U-N-S Numbers for use as Common Codes.

The GISB Common Code for legal entities is the D&B assigned D-U-N-S Number which is either the Single Location or the Headquarters location in the D&B database.

D&B also proposes the use of existing D&B products and services for access to the D&B databases of companies and D-U-N-S Numbers as follows:

- Participants in the Gas Industry who are D&B customers will be able to look up the correct Common Code through D&B's proprietary Windows Software or through D&B's site on the World Wide Web.
- Participants in the Gas Industry that are not D&B customers will be able to access individual D-U-N-S Numbers via a credit card by dialing an "800" Service.
- Larger companies such as interstate pipelines can use a D&B service to have Common Codes added to their existing Customer or Trading Partner Databases.

## **Background**

The Gas Industry through the Gas Industry Standards Board (GISB) has responded through the Federal Energy Regulatory Commission (FERC) initiative to establish standard business practices that will better enable participants in the industry to use electronic means of communicating data required by other legal entities. One critical component necessary for successful implementation of Electronic Commerce in the Gas Industry is the establishment of a Common Code that uniquely identifies companies participating in Gas Industry transactions.

In 1993, the Electronic Bulletin Board (EBB) Working Group 5 recommended the acceptance of the D-U-N-S Number as a common company identifier in the Gas Industry. This recommendation was adopted under FERC Order 563-A.

In FERC order 563-A, the Commission directed capacity release participants to implement the D-U-N-S Number as a company identifier both on the Pipeline EBBs and in the downloadable EDI data sets. This has been reasonably effective for capacity release transactions where all parties were required to give their D-U-N-S Numbers to the pipeline.

Complications developed when extending the concept to additional EDI transactions containing references to other (third) parties. This happened for two reasons:

1. D-U-N-S Numbers are assigned for each physical location of a business. There was no consistent standard for consistent use of only one D-U-N-S Number for the legal entity.
2. While D-U-N-S Numbers are never reassigned or reused, mergers, acquisitions and spin-offs occur. No process had been formalized for communicating changes in the status of legal entities that would translate into the use of new or different D-U-N-S Numbers as Common Codes.

## Gas Industry Needs For Common Codes

Based upon the challenges on the previous page, the following is needed for the Gas Industry:

- One and only one D-U-N-S Number used as a Common Code for a given legal entity.
- Common Codes must be available for U.S., Canadian, and Mexican companies.
- Unambiguous and universal access to the D-U-N-S Numbers used as Common Codes.
- Ability for Ad Hoc Lookups from central D&B database.
- Ability to store common codes locally. (Required by larger participants in the Gas Industry.)
- Ability to update changes to common codes stored locally. (Required by larger participants in the Gas Industry.)

### D-U-N-S Numbers As Common Codes

From a GISB perspective, a legal entity can enter into legally binding contracts within the Gas Industry under its own name. Legal entities include: sole proprietorship, partnerships, corporations and governmental entities. The purpose of the GISB Common Codes process is to establish a one-to-one relationship between the GISB Common Code for entities (i.e., the D-U-N-S Number) and a legal entity. This enables unambiguous identification of any business entity within the Gas Industry.

D-U-N-S Numbers are assigned to each physical location of a business. This causes a dilemma for the Gas Industry because a business (legal entity) can have many locations and hence many D-U-N-S Numbers. For the Gas Industry, a **single** Common Code is needed to define the legal entity independent of its various locations.

Fortunately, all D-U-N-S Numbers are tagged as either Single Locations, Branches or Headquarters. According to D&B's rules, D-U-N-S Numbers tagged as a Headquarters are the physical location that has legal responsibility for all of its locations. In instances where a business (legal entity) has multiple locations, there should be a one-to-one correlation between Headquarters D-U-N-S Numbers and GISB Common Codes for legal entities.

Definition: The GISB Common Code for legal entities is the D&B assigned D-U-N-S Number which is either the Single Location or the Headquarters location in the D&B database. <sup>1</sup>

<sup>1</sup>Within the context of the D&B family tree structure (see appendix C), a Single Location is a business entity that has no branch locations; a Headquarters Location is a business entity with at least one branch location. For GISB Common Code Purposes, a branch location is not a legal entity. Furthermore, all other D&B family tree terms including Ultimate, Global Ultimate, Domestic Ultimate, Subsidiary, and Parent are irrelevant nomenclature in reference to GISB Common Codes.

## **Accessing GISB Common Codes**

### **Ad Hoc Requests For Common Codes**

Common Code requests can be made through D&B's Desktop Solutions for Windows Software and DunsLink on the Web. The screenshots in Appendix "A" describe a simple process for accessing Common Codes for the Gas Industry as defined above from the Central D&B Databases.

### **Ad Hoc Investigations**

If a company is not found in the D&B's database, an investigation can be created and D&B will work to add the company to its databases and assign a D-U-N-S Number. For standard investigations, the goal is to process in one business day for U.S. companies, four business days for Canadian companies, and five business days for Mexican companies. D&B also has an established process to customize investigations based upon a customer's or industry's specific needs. D&B recommends the use of a Gas Industry specific investigation process.

Please note that investigation turnaround time is dependent upon the quality of information supplied, D&B's current investigation volume, and the willingness of the company being investigated to cooperate.

### **Local Database Of Common Codes**

Some of the larger companies in the Gas Industry would prefer to have a database of Common Codes stored locally on their in-house systems. D&B can provide Common Codes locally by appending them to records within the customer's database of trading partners. Appendix "B" describes D&B's Account Identification Services and the processes used to perform this.

D&B also provides its customers with Alert Services, that enable monitoring of businesses for changes within the central D&B Database. There are 13 groups of information that can be monitored. Monitoring the Operational Events grouping (e.g. moves, mergers and acquisitions) will alert companies to relevant changes to Common Codes in their local databases. Please note that Alert Services are unavailable for Mexican Companies.

## Issues

There are several issues that should be considered when reviewing this proposal. Most of them are minor.

1. Location information. In order to access the D&B U.S. database, the location of the company's business operations (minimum legal name and state) must be known. Best results occur when legal name, state, city and telephone number are entered. If the location of the business is not known, then the user must access a global database called WorldBase. This database contains about 40 million business/company records (as opposed to 10 million in the U.S. database.) WorldBase is also updated once per month, so there is the possibility that changes to Common Codes, although infrequent, may not be reflected in a timely manner.

2. Possibility of Errors. When accessing Common Codes from the D&B database, there is the possibility that an individual will not use the system frequently enough to effectively follow the proper process to find Common Codes. This may be addressed through communication and training. Similarly, D&B will not warrant the accuracy or correctness of information provided by individuals requesting common codes for their legal entity. This is consistent with paragraph 3 of D&B's Basic Service Agreement. (See Appendix E)

3. Similar Names. There is potential that someone may select Panenergy Corporation when they really want the Common Code for Panenergy Services Corporation. This is probably a minor issue and could be addressed through communication and education.

4. Maintenance of Local Common Code Databases. For larger companies that elect to keep Common Codes locally, the quality and accuracy of their trading partner database will be essential to the success of the Common Codes and Electronic Commerce in the Gas Industry. It may be advisable for GISB to encourage companies that choose the local common code databases to "data scrub", cleanse, and standardize records based upon D&B's central databases. This can be accomplished as part of Account Information Services (AIS) mentioned in Appendix "B".

5. D-U-N-S Number Rules It is important to note that there are rules to the assignment of D-U-N-S Numbers. It is possible for the rules to be broken on occasion. While this is infrequent as evidenced by the Family Tree Reports, GISB will need to consider this.

6. Correction Process D&B has standard processes that allow customers to request corrections and/or changes to D&B's databases. A company can request/notify D&B of changes about itself to D&B. Additionally, a company can request/notify D&B of changes about another company through a standard 800 Number (1-800-TELL-DUNS).

## **Summary**

D&B believes the needs for the Gas Industry can be met through existing product and service offerings. D&B is willing to work with the Gas Industry to establish more specific processes (e.g. investigations and correction processes) to make the use of D-U-N-S Numbers as Common Codes successful.

## Appendix A Common Code Access Through D&B's Internet Site



This example demonstrates how a user would find the Common Code for Enron Oil and Gas, Incorporated using D&B's Internet site: [HTTP://WWW.DNB.COM](http://www.dnb.com)

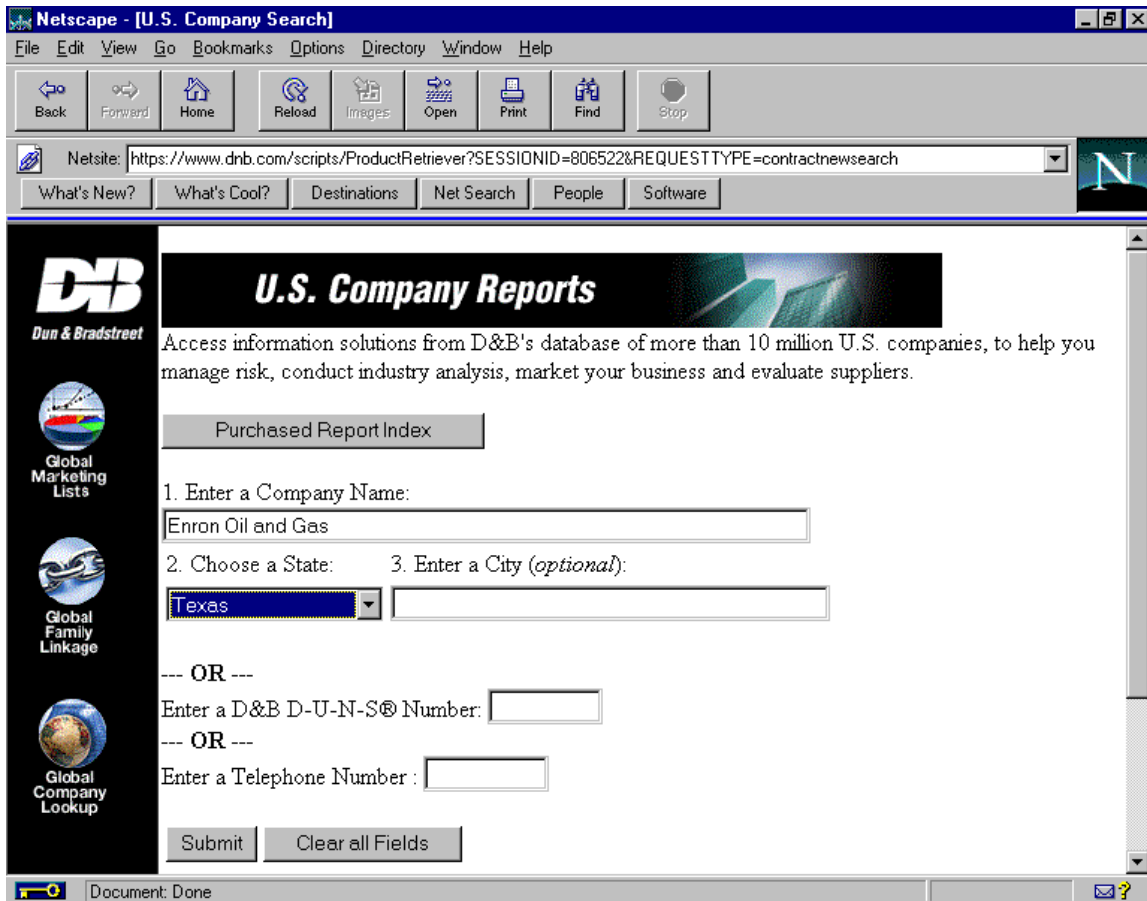
1. From the D&B Homepage shown above, users will click on "U.S. Subscriber Access".



1. User is prompted to enter their D&B user id and password.

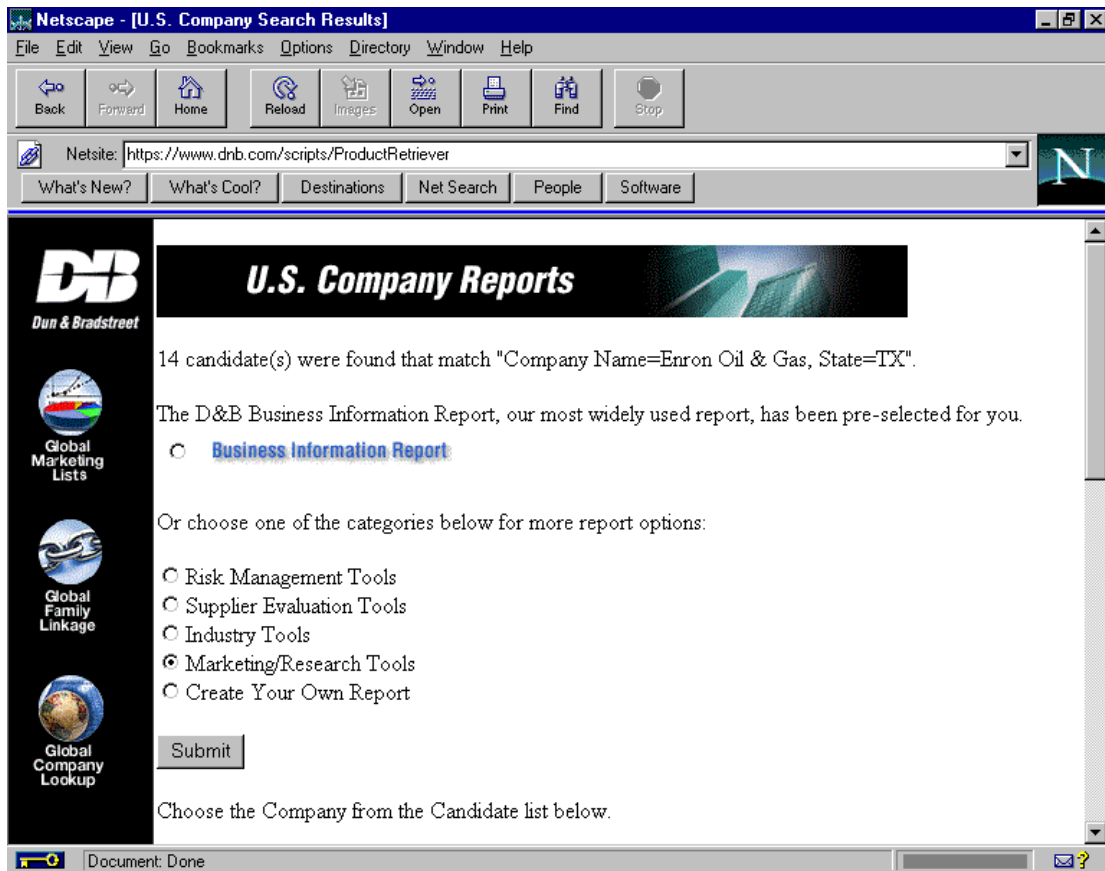


1. For a U.S. company, click on U.S. Company
2. For a non-U.S. company, click on Global Company Lookup.

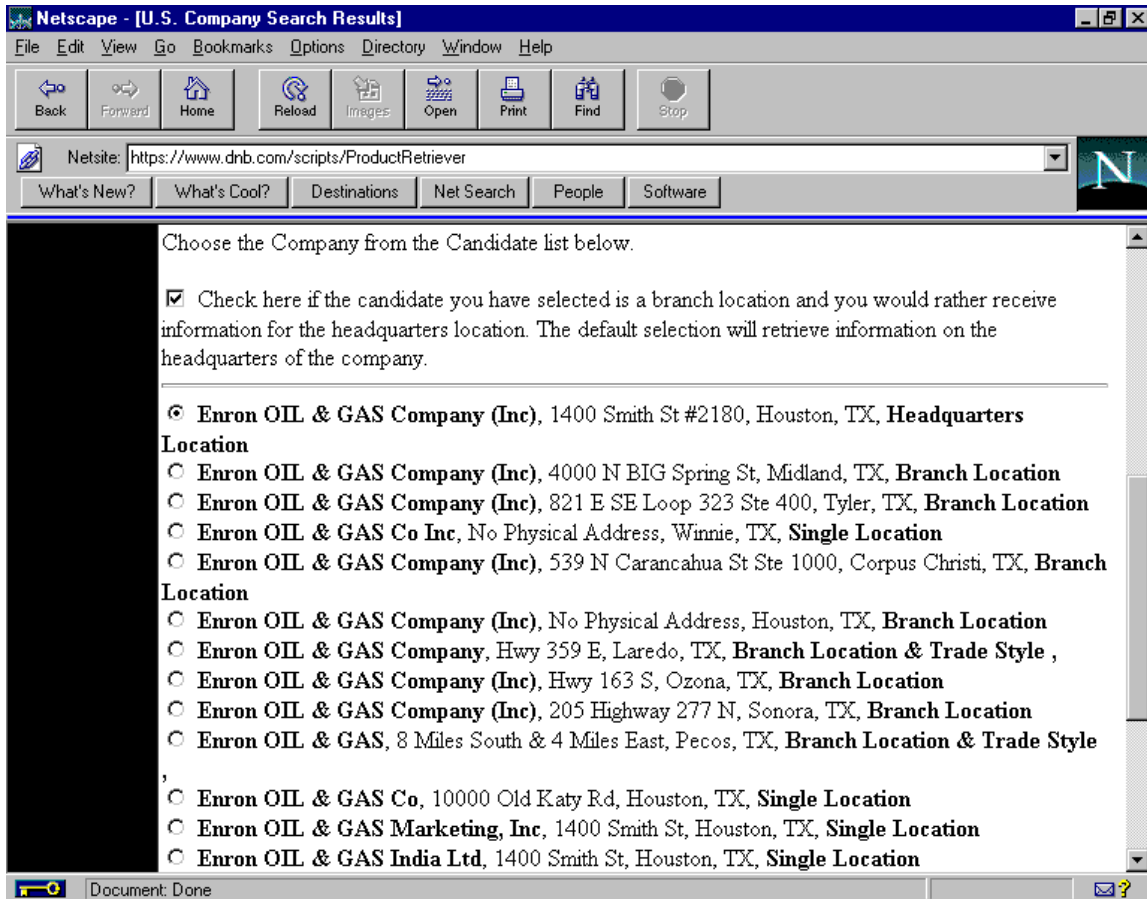


1. Enter the exact legal name as it appears on your properly executed contract (or your shippers contract). Also include city and state information if available. It is mandatory that you include a valid entry (e.g. Texas) in the state field. Click the submit button to obtain search results. (See next two pages.)

2. For a non-U.S. company or a company where no location information is known, users will be presented with a similar screen. (Not shown in this example) This will search against a WorldBase, a D&B database that contains records on 40 million companies worldwide. The information contained in this database is updated about one month after changes go into the individual country databases. Therefore it will not be as current as access to the U.S. databases.



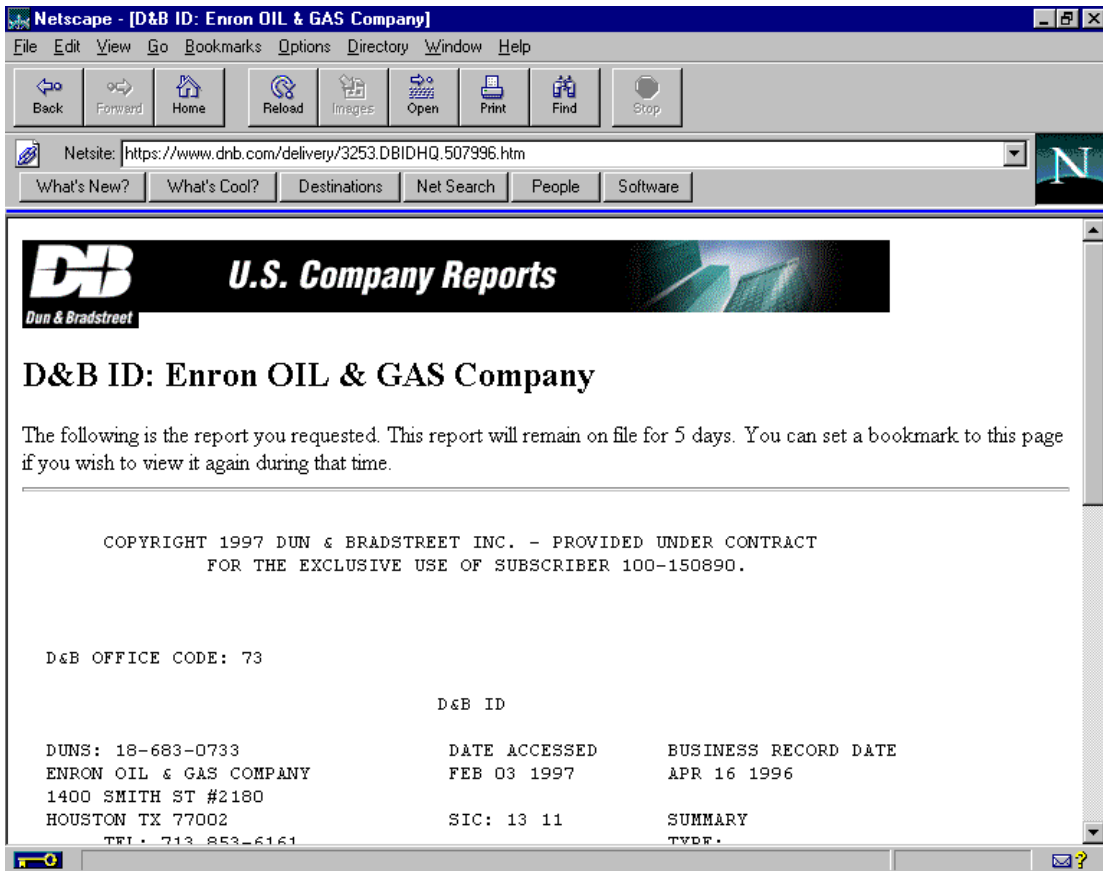
1. This is the top of the search results screen. (The bottom of the screen is presented in the screen shot on the following page.
2. On the following page, the search results are shown. Select the candidate from the search results list. If a user selects a branch location, he/she will also want to place a check mark in the box indicating the need to receive information for the headquarters location.
3. On this page, the user will then select Marketing/Research Tools and click the submit button.



1. Directions for this page (screen shot of the bottom of the search results screen) are on the previous page.

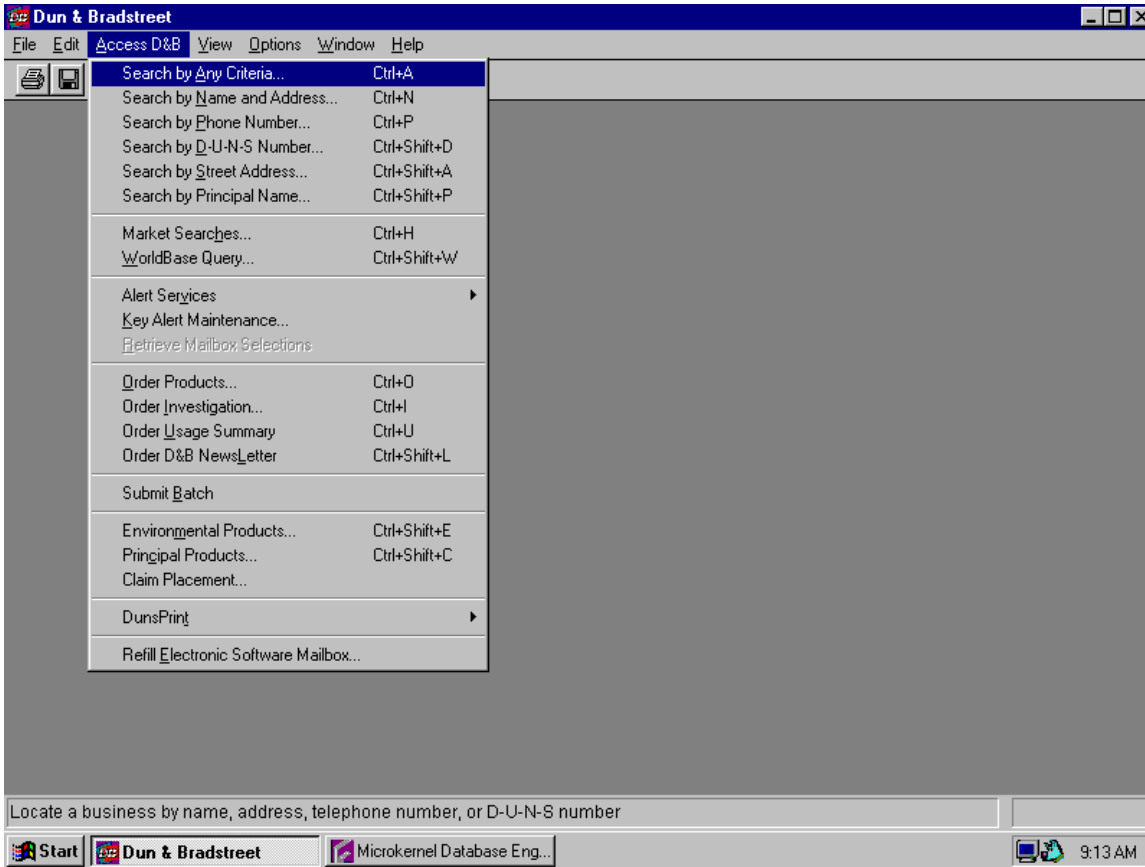


1. User selects D&B ID report and clicks on the submit button.



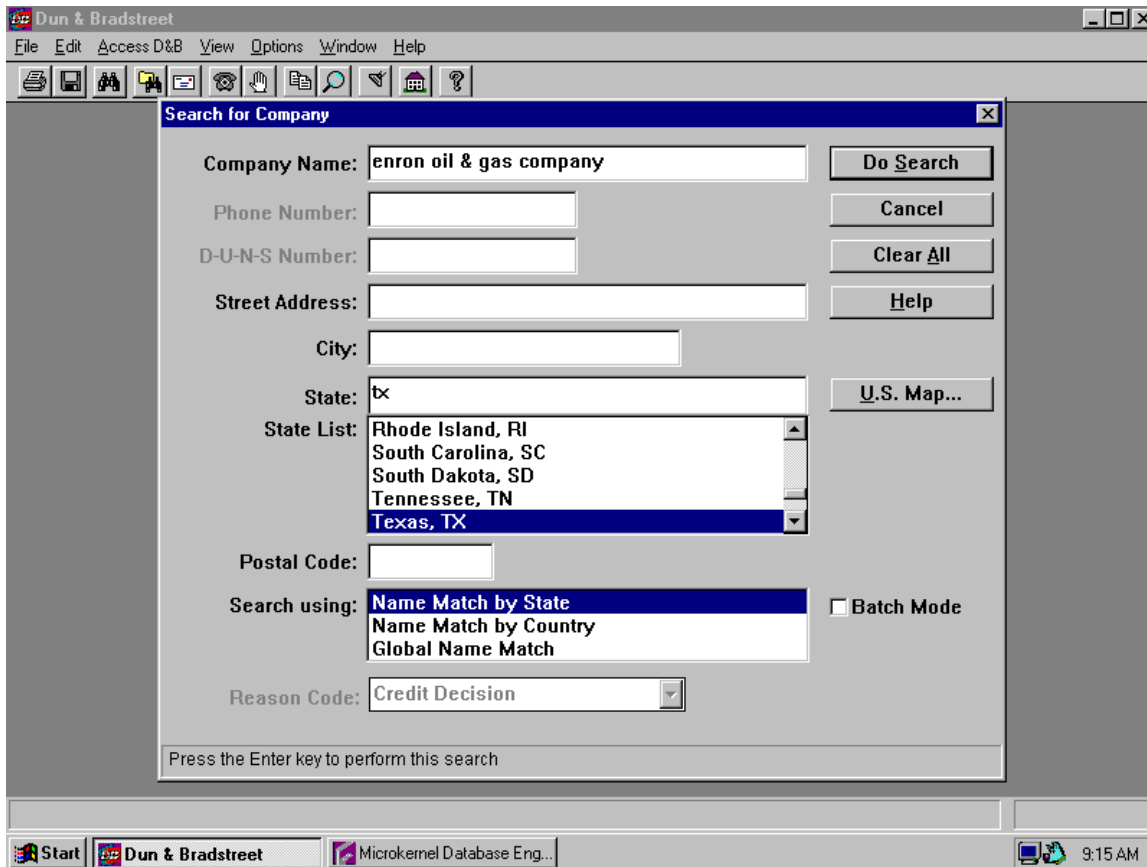
1. This is a D&B Business ID report for the Headquarters location of Enron Oil & Gas, Inc. The D-U-N-S Number (18-683-0733) displayed on this report is the Common Code for the Gas Industry.

## Appendix B Common Code Access Through D&B Desktop Solutions



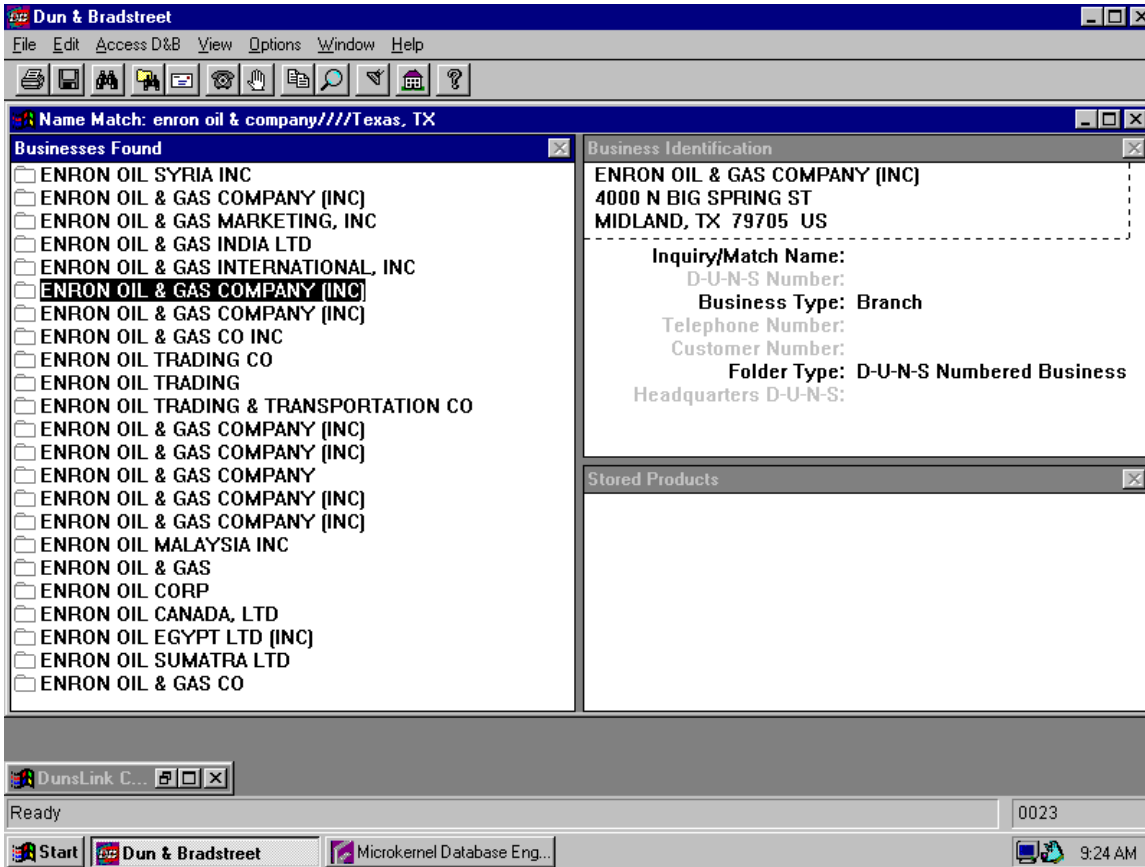
This example demonstrates how a user would find the Common Code for Enron Oil and Gas, Incorporated using the new D&B Desktop Solutions Software (new name for DunsLink For Windows) that is currently in Beta Test.

1. After starting the D&B Desktop Solutions Software, pull down on the file option “Access D&B”.
2. Select “Search by Any Criteria” to access the “Search for Company” screen. (See next page.)



1. For a U.S. company, search using: “Name Match by State”. Enter the exact legal name as it appears on your properly executed contract (or your shippers contract). Also include any address information if available. It is mandatory that you include a valid entry (e.g. Texas) in the state field. Press “Do Search” to see search results. (See next page.)

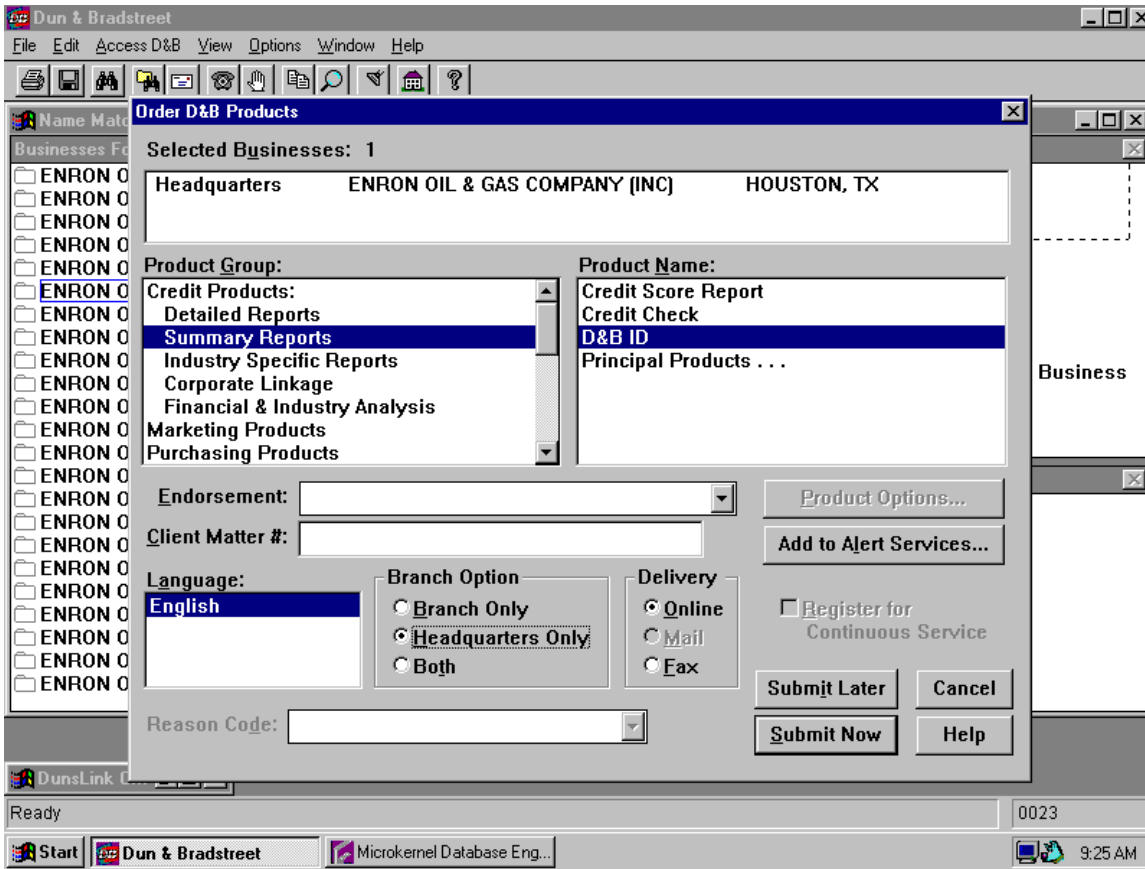
2. For a non-U.S. company or a company where no location information is known, search using “Global Name Match”. This will search against a WorldBase, a D&B database that contains records on 40 million companies worldwide. The information contained in this database is updated about one month after changes go into the individual country databases. Therefore it will not be as current as access to the US and Canadian databases.



1. The search results screen lists all companies and locations that match the search criteria. Business names are listed on the “Businesses Found” window tile on the left. Specific name and address information appears in the upper right “Business Identification” tile for the highlighted entry in the “Businesses Found” window tile. Scrolling up and down highlights the different businesses in the “Business Found” Window tile.

**NOTE:** The “Business Identification” window tile on the right provides additional detail regarding the highlighted business in the “Businesses Found” window tile. Included in the detail is an indicator for the “Business Type:”. In the example above, the highlighted business is a Branch Location. The two other business types are Headquarters and Single Location.

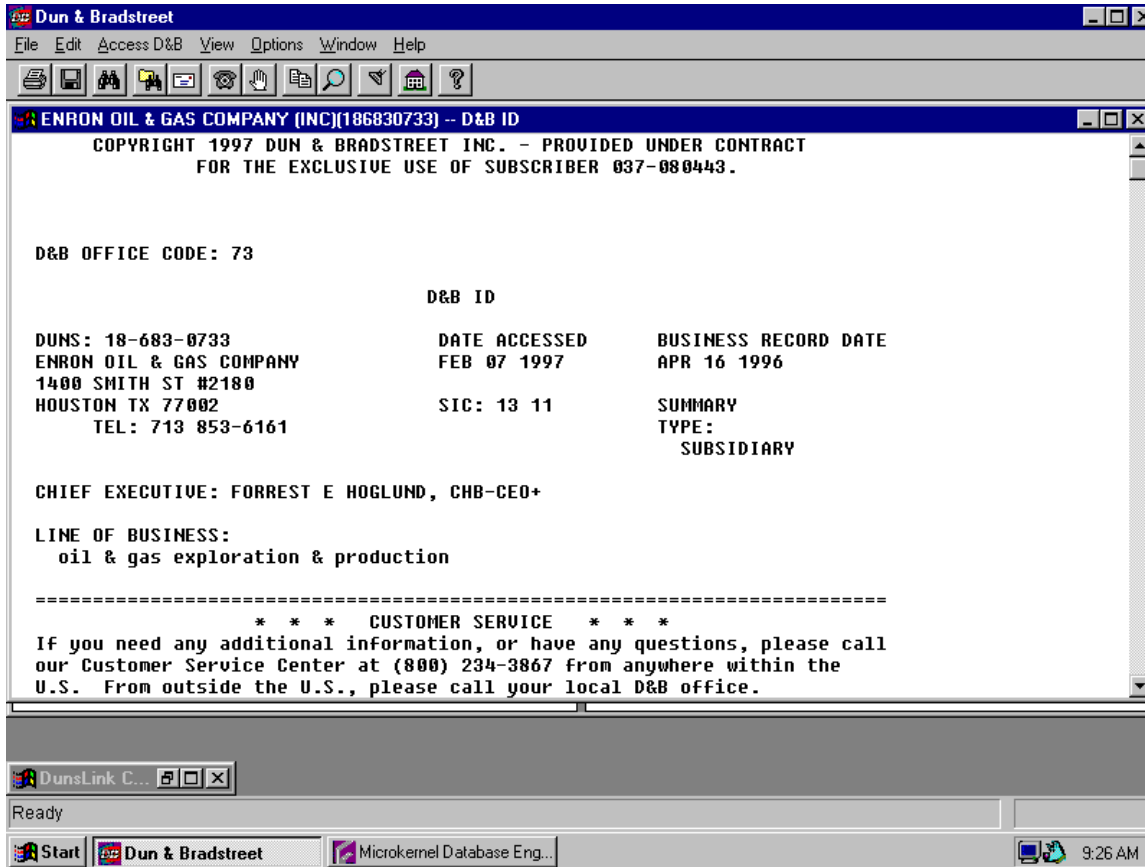
2. Select and highlight the appropriate business from the “Businesses Found” tile and press enter to order a D&B report on the business. (See next page.)



1. Select and highlight “Summary Reports” under the “Product Group” listing on the left center of the screen.
2. Select the “D&B ID” from the “Product Name” listing on the right center of the screen.
3. Select “Headquarters Only” under “Branch Option” at the bottom center of the screen.

**NOTE:** If the business selected is a Single Location “Business Type”, then the selections under “Branch Option” are irrelevant.

4. Press the “Enter” button at the bottom right of the screen to obtain the D&B ID report. (See next page)



1. This is a D&B Business ID report for the Headquarters location of Enron Oil & Gas, Inc. The D-U-N-S Number (18-683-0733) displayed on this report is the Common Code for the Gas Industry.

## Appendix C -- Account Identification Services

D&B has a set of services called Account Identification Services (AIS) that can be used to integrate D-U-N-S Numbers into a customer's database of its customers, account receivables, suppliers, trading partners, etc. For larger companies such as interstate pipeline providers, D-U-N-S Numbers used as Common Codes could be appended to the existing customer/trading partner files to serve as a local database.

AIS is available for all records including records for Canadian and Mexican companies.

### 1. What is Matching?

Matching is the process of comparing information from two or more sources and identifying the records within those sources that are the same, based upon matched elements. AIS uses matching technology that enables D&B to determine whether or not a record in a customer database matches a record in the D&B system. When matching records are identified, D-U-N-S Numbers and other information can be appended to a customer's records. Typically this process is used to clean up a customer's database, standardize names, eliminate duplicate records, and also append information such as annual sales, credit ratings, or SIC codes.

The Matching Process has several stages:

- Set Up There is a one time set up process where data exchange and file formats are agreed upon between D&B and the customer.
- Machine Match Machine Match as mentioned above enables D&B to determine whether or not a record in a customer database matches a record in the D&B system through programmatic algorithms. Depending upon the customer's file quality, 50% or more records can typically be matched through this process.
- Scanning Scanning is a process where a trained D&B Associate reviews records that the programmatic algorithm thinks are matches but is not sure. On a typical file, D&B Associates (called Scanners) can match perhaps an additional 25% of the customer file.
- Manual Lookups and Investigations For records that are still unmatched, trained D&B Associates can perform searches against D&B's databases or attempt to call the business to determine a match. In this process, new companies are added to the D&B database and D-U-N-S Numbers are assigned to these companies.
- Please note that some investigations will not be successful. (e.g. D&B can't contact the company to assign a D-U-N-S Number.) It is assumed that this occurrence will be relatively infrequent, but D&B's experience is that depending on the customer's file quality there could be a number of unsuccessful investigations for a given customer's file.

- Data Appendage Once the appropriate D-U-N-S Number has been identified for each record in a customer's file, additional data elements can be appended for a fee. These can include standardized addresses, SIC Codes, CEO Name, Annual Sales Figures, Family Tree Information (i.e. Headquarter D-U-N-S Numbers), Credit Ratings, Public Records, etc.

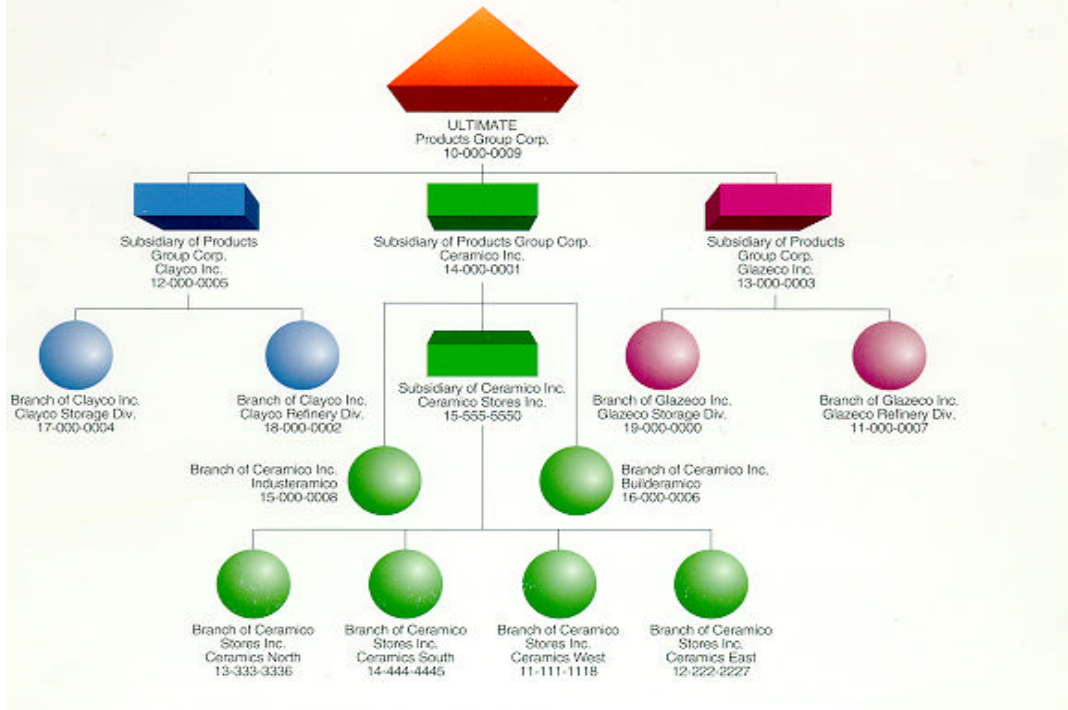
## Appendix D – Family Tree

*The D-U-N-S Number: Keeping Track of the World's Business*

# Unlimited Connections

Branches, divisions, subsidiaries and lock boxes are linked to their respective headquarters or parents by carrying both their own D-U-N-S Numbers and that of the upward (next higher) related case within their families. There is no limit to the number of branch or subsidiary D-U-N-S Numbers pointing upward to a parent or headquarters D-U-N-S Number. Nor is there any limit to the number of levels of hierarchical D-U-N-S Number relationships.

The top-most company of a hierarchical relationship of D-U-N-S Numbers is referred to as the ultimate D-U-N-S Number. This chaining technique and the ultimate D-U-N-S Number allow you to identify and group entities within an organization quickly and effectively.



	Headquarters D-U-N-S Number		
	Unique D-U-N-S Number	for Legal Entity (GISB Common Code)	Ultimate D-U-N-S Number
<b>Products Group Corp.</b>	10-000-0009	<b>10-000-0009</b>	10-000-0009
<b>Clayco Inc.</b>	12-000-0005	<b>12-000-0005</b>	10-000-0009
<b>Glazeco Inc.</b>	13-000-0003	<b>13-000-0003</b>	10-000-0009
<b>Ceramico Inc.</b>	14-000-0001	<b>14-000-0001</b>	10-000-0009
Induseramico Div.	15-000-0008	<b>14-000-0001</b>	10-000-0009
Builderamico Div.	16-000-0006	<b>14-000-0001</b>	10-000-0009
<b>Ceramico Stores Inc.</b>	15-555-5550	<b>15-555-5550</b>	10-000-0009
Ceramics East	12-222-2227	<b>15-555-5550</b>	10-000-0009
Ceramics West	11-111-1118	<b>15-555-5550</b>	10-000-0009
Ceramics North	13-333-3336	<b>15-555-5550</b>	10-000-0009
Ceramics South	14-444-4445	<b>15-555-5550</b>	10-000-0009

## Appendix E -- Pricing

**NOTE: These prices are undiscounted and are for informational purposes only.**

### Ad Hoc Lookups:

Pricing for Ad Hoc Lookups will depend upon the relationship the customer has with D&B and the D&B report purchased.

1. Companies that are currently D&B customers:

For customers with an existing relationship to D&B, it is recommended that the D&B Business ID report be used. This report will be available through the upcoming DunsLink For Windows release in January of 1997 and is priced at under \$5.00. Similar reports are available in other software releases.

2. Companies that are not D&B customers:

For companies that are not currently D&B customers, lookups will be available through D&B Express. D&B Express (1-800-TRY-1D&B) is a telephonic service that provides companies the ability to obtain D&B information. Smaller companies, companies without computers, and infrequent participants in Gas Transactions could use D&B Express as a mechanism for obtaining D-U-N-S Numbers for Common Codes. At this time, the least expensive product available that meets the Gas Industry's needs costs \$20.00 and is billable by credit card.

### Ad Hoc Investigations:

Standard pricing for an "ad hoc" investigation on U.S. and Canadian companies is \$5.00. Investigations on Mexican companies are \$12.00.

### Local Databases:

There are several variables that drive the price of AIS. For illustration purposes, to append D-U-N-S Numbers for use as Common Codes into a 30,000 record file might cost somewhere around \$37,600 or about \$1.25 per record to initialize the database.

1. Pricing by matching stages:

- Set Up Pricing for the set up fee is \$1600.
- Machine Match Pricing for records that are matched through this process is \$40 per thousand records in the customer file.

- Scanning Pricing for records matched through the scanning process is \$50 per thousand customer records scanned.
- Manual Lookups and Investigations Pricing for Manual lookups are \$.64 per record and investigations cost \$3.75 per U.S. record. Investigations on Canadian records cost \$5.00 and Mexican records cost \$12.00.
- Data Appendage Family Tree information includes Headquarters D-U-N-S Numbers and is priced at \$350 per record.

2. Sample Charges on A 30,000 Record Database

<u>Item</u>		<u>Cost</u>	<u>Records Matched</u>
Set up Charge		\$ 1,600	
Machine Match	(30,000 Matched @ \$40/M)	\$ 1,200	15,000
Scanning	(15,000 @ Matched @ \$50/M)	\$ 750	7,500
Lookups	(7,500 @ Matched @ \$.64/Record)	\$ 4,800	2,500
Investigations	(5,000 @ \$3.75/Record)	\$18,750	~5,000
Data Appendage	(30,000 @ \$350/M Family Tree Records)	<u>\$10,500</u>	
<b>Total:</b>		<b>\$37,600</b>	<b>~30,000</b>
<b>Average Cost per record:</b>		<b>\$ 1.25</b>	

3. Monitoring Records In The Local Database

Pricing for the Alert Services options that will keep a company's local database of Common Codes current is based on three factors:

- Number of Accounts Registered
- Number of Data Elements Monitored
- Frequency of Notification Delivery

As an example, monitoring for operational events (i.e. mergers & acquisitions that would indicate changes to Gas industry Common Codes) would cost \$2.15 per record annually. (This assumes a 30,000 record database with weekly notification of changes.)

## Appendix F – D&B Master Service Agreement

Master Agreement and Initial Order		Dun & Bradstreet Information Services	
<input type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Renewal</b>	As an initial order placed pursuant to the accompanying Master Agreement (Form 7E-24B), Customer orders for the one year period beginning _____, 19____, the availability and use of up to the number of Units specified and	a license to use the D&B Information and Software including the right to use the selected reference materials for the geographic area designated.	
<input type="checkbox"/> <b>Supplement*</b>	Supplement our current Order dated _____, 19____ with _____ Additional Response Units at a Net Price: \$_____		
<b>Inquiry Service Subscription Packages</b>	<b>Geographic Area</b> <input type="checkbox"/> Regional <input type="checkbox"/> National	<b>Payment Options</b> <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	<b>Basic Program Includes:</b> _____ Units of Service Customer Manual Customer Service 800#
<b>Qualified Subscription Packages</b>	Prices based on the understanding that the annual sales volume of subscriber does not exceed \$_____ Subscriber's initials: _____	<b>Payment Options</b> <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	<input type="checkbox"/> Local Trading Area Service <input type="checkbox"/> Puerto Rico Service <input type="checkbox"/> Specialized Business Service <input type="checkbox"/> Domestic <input type="checkbox"/> Puerto Rico
<b>Reference Services Options</b>	<b>Reference Look-ups</b> <input type="checkbox"/> 200 <input type="checkbox"/> 100	<b>Additional Response Units</b> <input type="checkbox"/> 20 <input type="checkbox"/> 10	<b>Books</b> <input type="checkbox"/> Reference Book of American Business <input type="checkbox"/> Reference Book of Manufacturers <input type="checkbox"/> Apparel Trades Books <input type="checkbox"/> Other
	<b>Issues/Frequency</b> Reference Book of American Business Duns Reference Plus Reference Book of Manufacturers Apparel Trades Books Puerto Rico Reference Edition Local Trading Area Service State(s) as shown: _____	<input type="checkbox"/> Jan. 19 <input type="checkbox"/> Jan. 19 <input type="checkbox"/> Spring <input type="checkbox"/> Feb. 19 <input type="checkbox"/> Jan. 19 <input type="checkbox"/> Jan. 19	<input type="checkbox"/> Mar. 19 <input type="checkbox"/> Mar. 19 <input type="checkbox"/> Fall <input type="checkbox"/> May 19 <input type="checkbox"/> Mar. 19 <input type="checkbox"/> Mar. 19
		<input type="checkbox"/> May 19 <input type="checkbox"/> May 19 <input type="checkbox"/> Aug. 19 <input type="checkbox"/> May 19 <input type="checkbox"/> May 19	<input type="checkbox"/> July 19 <input type="checkbox"/> July 19 <input type="checkbox"/> Nov. 19 <input type="checkbox"/> July 19 <input type="checkbox"/> July 19
		<input type="checkbox"/> Sep 19 <input type="checkbox"/> Sep 19 <input type="checkbox"/> Sep 19 <input type="checkbox"/> Sep 19 <input type="checkbox"/> Sep 19	<input type="checkbox"/> Nov 19 <input type="checkbox"/> Nov 19 <input type="checkbox"/> Nov 19 <input type="checkbox"/> Nov 19 <input type="checkbox"/> Nov 19
			Subtotal Basic Service: \$_____
<b>Additional* Service</b>	_____ Additional Response Units at a Net Price: \$_____		Total Response Units: _____ Total Basic Service: \$_____
*For 100 unit and above customers			
<b>Preference Services</b>	<input type="checkbox"/> Credit Advisor (CAS) Preference <input type="checkbox"/> BIPAR® Service	<input type="checkbox"/> Bankers Advisor (BAS) Preference <input type="checkbox"/> Credit Clearing House	<input type="checkbox"/> Duns Underwriting Guide® (DUG) Preference
<b>Alert Services</b>	<input type="checkbox"/> Severe Risk Option <input type="checkbox"/> Basic Service Coverage (For additional Options See Schedule of Charges)		
<b>Software</b>	Title of Software _____  Initial term (If other than 12 months) until _____	Initial license fee: \$_____  Renewal license fee: \$_____	
<b>Access Systems</b>	Customer elects to use the access systems checked and requests D&B to issue access passwords hereof. The subscriber agrees to be responsible for all use of its access passwords.	<input type="checkbox"/> DunsDial® <input type="checkbox"/> DunsPrint® <input type="checkbox"/> International	<input type="checkbox"/> DunsVoice® <input type="checkbox"/> DunsLink®
<b>Other</b> [See attached worksheet(s)]	_____		Other Services ( _____ ): \$_____  ** Total Dun & Bradstreet Service: \$_____
<small>** State and local sales/use taxes will be invoiced where applicable</small>			

**Important** The undersigned Customer (1) accepts the accompanying Master Agreement (Form 7E-24B); (2) places the above Initial Order pursuant to the Master Agreement; and (3) acknowledges receipt of Form 7E-24B and a copy of a Product & Service Price Guide that sets forth the exchange values of Units purchased under this Agreement.

**Dun & Bradstreet, Inc.** **Accepted By:** \_\_\_\_\_

Print D&B Sales Representative Name: SFA

**Accepted By:**

D&B Associate:

Title:

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Business Name:

Street Address:

City:

State: Zip: -

Telephone No

Fax No:

Mailing Address:

City:

State: Zip: -

Signer's Name:

Title/Function:

Authorized

Date:

Signature: \_\_\_\_\_

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Attention:  Mr.  Mrs.  Ms.



Dun & Bradstreet, Inc. ("D&B") and the customer ("Customer") agree that D&B shall make available to Customer business information services ("Services"), which may include information ("Information"), software ("Software") and other services, subject to this Master Agreement ("Agreement"), which sets out the terms and conditions under which D&B is making Services available to Customer.

## **1. General**

1.1. This Agreement applies to every kind of Service provided by D&B to Customer unless provided under another written contract with D&B containing an "entire agreement" clause. It continues in force until terminated by either party pursuant to paragraph 13.

1.2. No obligation to furnish or to pay for a particular Service arises under this Agreement until Customer places an order and D&B accepts the order. An accepted order is referred to herein as an "Order". This Agreement continues in force even though no Order is presently outstanding.

## **2. Licenses**

2.1. D&B retains all ownership rights in Information and Software regardless of physical form. Customer obtains only such rights as this Agreement explicitly grants. This Agreement grants Customer a nonexclusive, non-transferable license ("License") to use the Information and Software in its business subject to the limitations contained in this Agreement.

2.2. Except for D-U-N-S Numbers (see paragraph 5), licenses to Information and to Software are for a term of twelve months or for such other stated term as may be provided for in the Order. Updates of Software and of Information do not extend the license term and the license to such updates has as its term the balance of the license period for the Software or Information being updated.

2.3. Licenses to Software may be renewed for an additional term upon payment of a renewal license fee.

2.4. Updates of Software which incorporate solutions to reported problems with the Software or which make Software operate more easily or efficiently and which are issued during the initial license term or during any renewal term are provided to Customer without additional charge. Revisions of Software which substantially extend functionality and updates of Information, if available, are available only upon payment of an additional fee.

2.5. Software support is available only during the initial license term and during any renewal terms and only if Customer has installed all updates received. Obsolete versions of Software will not be supported.

2.6. Upon termination of a License or upon receipt of a new edition of Information or Software, Customer shall immediately return, delete or destroy all originals and copies of the Information or Software, except for archival copies made in accordance with subparagraph 4.4 below. D&B in its sole discretion may require that Customer return originals and copies or may require that Customer provide a certification that originals and copies have been deleted or destroyed.

## **3. Restrictions on Use**

3.1. Unless the Order provides otherwise, Information and Software are licensed for use only at the place of business and at such additional participating points as are specified in the Order. Where a product is provided subject to restrictions on frequency of use or on the total number of users, Customer agrees to comply with those restrictions. In order to ensure compliance with those restrictions, Customer agrees to permit D&B to inspect during regular business hours the point or points at which Information and Software are used and to furnish whatever assistance is reasonably necessary to permit D&B to determine Customer's compliance or the extent of Customer's noncompliance.

3.2. Information and Software are licensed for Customer's internal use only. Customer shall not request or make available Information or Software for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of Customer, and shall not permit such requests to be made. Customer shall not make Information or Software available to others in any form, unless required by law or unless Customer first obtains D&B's written consent.

3.3. Customer shall not, in particular, use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of data base or marketing list to be provided to a third party, or produce Information in judicial or administrative proceedings, including discovery proceedings, without D&B's prior written consent, unless required by law.

3.4. The restrictions of subparagraph 3.2 notwithstanding, if a subject of Information inquires of Customer about the source of Information relied on by Customer in reaching a credit decision, Customer may inform the subject whether D&B is a source and refer the subject to D&B so that D&B may review the Information with the subject.

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3.5. The restrictions of subparagraph 3.2 notwithstanding, if Customer is a library (including a corporation's library), it may make available to its patrons Information furnished in bound or CD-ROM form.

## **4. Copying**

4.1. Customer shall not copy, download, upload or in any other way reproduce Information or Software except as provided in subparagraphs 4.2, 4.3 or 4.4 or unless Customer obtains D&B's prior written consent.

4.2. Customer may create for internal use online and offline printouts of materials received in electronic form.

4.3. During the term of a License and subject to the restrictions of sub-paragraph 3.1, except for Information provided in CD-ROM, bound or label form, Customer may: (i) copy Information into any other medium for internal use; (ii) make photocopies of Information for internal use only; and (iii) download and store Information in machine-readable form.

4.4. Except for Information provided in CD-ROM, bound or label form, Customer may make one copy of Information and of Software for archival purposes.

## **5. D-U-N-S Numbers**

5.1. D&B grants Customer a perpetual license to use D-U-N-S Numbers to facilitate Electronic Data Interchange (EDI) and for other identification purposes (including identifying internal company files). Where practicable, each use of a D-U-N-S Number should refer to the number as a "D-U-N-S Number" and state that D-U-N-S is a registered trademark of The Dun & Bradstreet Corporation.

5.2. D&B retains the sole right to assign, maintain and delete D-U-N-S Numbers. Customer agrees not to license, sell or provide others with D-U-N-S Numbers, except as explicitly provided in subparagraph

5.1, without the prior written approval of D&B.

## **6. Third Party Services and Products**

6.1. When an Order directs D&B to use services of a third party or obtain on Customer's behalf products of a third party (e.g., Customer directs D&B to engage a collection attorney or to buy hardware or software), Customer agrees that such third parties are not employees of D&B. Customer agrees to indemnify and hold D&B harmless from any loss, damage or expense arising from or bearing on the acts or omissions of such third parties.

6.2. Customer acknowledges that in such instances D&B is acting merely as agent for Customer and that D&B makes no representation or warranty with respect to services or products provided by such third party.

6.3. Customer may engage a third party to process Information provided that that party and D&B execute a processor's agreement.

6.4. D&B may engage a third party to furnish Information or Software and in the event that it does, the limitations of liability provided in paragraph 10 apply to limit the liability of the third party.

## **7. Additional Terms Related to Collection Services**

7.1. Collection services are available except where prohibited. Customer agrees to pay D&B's charge for accounts withdrawn or settled directly. The charge will be based on the service the account is receiving at the time D&B is notified or otherwise learns that the account has been withdrawn or settled. Receipt by Customer of merchandise constitutes a settlement of the account.

7.2. Circumstances sometimes exist, for example in connection with installment payments, where the extra expense and work of collection make the usual charges inappropriate. With Customer's prior agreement, D&B may impose an additional charge.

7.3. D&B shall have the right to endorse for deposit and collection on behalf of Customer remittances received on accounts placed with D&B for collection and to deduct from such remittances its charges.

7.4. Customer agrees to indemnify D&B against any loss or expense, including the costs of defense, arising out of any preference claim made under applicable bankruptcy laws with regard to amounts collected for Customer.

7.5. With respect to each account accepted for collection, D&B may make the collection itself or forward the account on behalf of Customer to an attorney who is to be Customer's attorney. If Customer does not designate an attorney, D&B may, as Customer's forwarding agent, select the attorney. The attorney so selected is Customer's attorney and Customer is free to communicate with its attorney at all times.



## **8. Payment**

8.1. Customer shall pay D&B according to the payment option selected in the Order. Prices and product descriptions are those set out in the Order and/or the applicable Product & Service Pricing Guide. If any payment is not made when due, then the entire amount shall immediately become due and payable. A late payment charge of the lesser of 11/2% per month or the highest lawful rate may be applied to the outstanding balance until paid.

8.2. Customer shall pay any applicable taxes.

## **9. Compliance with Law**

9.1. Customer shall not use Information as a factor in establishing an individual's eligibility for (1) credit or insurance to be used primarily for personal, family, or household purposes, or (2) employment.

9.2. Customer shall not use any Information, Software or other service to engage in any unfair or deceptive practices.

9.3. Customer agrees to comply with any applicable requirements imposed by U.S. or foreign law, or, if unable to comply, to refuse the Information, Software or other service subject to the foreign law.

## **10. Limitation of Liability**

10.1. Unless D&B has offered a special "limited service guarantee" explicitly so designated and Customer has paid the extra charge required, all Services, including Information, Software and other services, are provided subject to the following limitations:

10.2. With respect to Information to be used primarily for marketing purposes (here in subparagraph 10.2 "Marketing Information"), Customer acknowledges that as with all information Marketing Information will contain a degree of error. Customer also acknowledges that the prices that D&B charges its Customers for Marketing Information are based, in part, upon D&B's expectation that the risk of any loss or injury that might be incurred by Customer in reliance upon the Marketing Information will be borne by Customer. For these reasons, Customer agrees that it is responsible for determining that the Marketing Information is sufficiently accurate for Customer's purposes. If Customer finds that the Marketing Information is not sufficiently accurate for its purposes following receipt by Customer and inspection of the same, then it must so notify D&B within fifteen (15) days after receipt. Upon its receipt of such notice D&B shall, at its option, either correct the defect at D&B's expense or refund any amounts paid.

10.3. CUSTOMER AGREES THAT D&B DOES NOT AND CANNOT FOR THE FEES CHARGED GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER AGREES NOT TO HOLD D&B LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY D&B'S NEGLIGENT OR OTHER ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES.

10.4. INFORMATION IS USUALLY NOT THE PRODUCT OF AN INDEPENDENT INVESTIGATION PROMPTED BY CUSTOMER INQUIRY BUT IS UPDATED AND REVISED ON A PERIODIC BASIS. CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. CREDIT INSURANCE MAYBE AVAILABLE TO CUSTOMERS NOT WISHING TO ASSUME CREDIT RISKS.

10.5. CUSTOMER AGREES THAT D&B SHALL NOT BE LIABLE TO CUSTOMER FOR NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT OF THIRD PARTIES.

10.6. CUSTOMER AGREES THAT D&B SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER PROMISES NOT TO SUE D&B FOR EXEMPLARY (I.E., PUNITIVE) DAMAGES.

10.7. CUSTOMER AGREES THAT D&B'S LIABILITY FOR A PARTICULAR CLAIM SHALL NOT EXCEED THE AMOUNT PAID FOR THE PARTICULAR SERVICE FURNISHED UPON WHICH THE CLAIM IS BASED OR \$20,000, WHICHEVER IS GREATER, AND PROMISES NOT TO SUE D&B FOR A GREATER AMOUNT.

## **11. Copyrights and Other Proprietary Rights**

11.1. Customer acknowledges that Information and Software are proprietary to D&B and comprise: (a) works of original authorship, including compiled Information containing D&B's selection, arrangement and coordination and expression of such Information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. Customer shall not commit or permit any act or omission that would impair D&B's proprietary and intellectual property rights in Information and Software. Customer shall reproduce D&B's copyright notice and proprietary rights legend on all authorized copies of such Information and Software.

11.2. Customer 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.

11.3. If in connection with the Services, Customer provides D&B with proprietary information of its own (such as customer lists) and Customer designates in writing which information is proprietary to it, D&B agrees to treat Customer's proprietary information in the same manner as D&B treats its own proprietary information that it does not wish disclosed and D&B agrees not to use Customer's proprietary information except for the purpose of performing its obligations to Customer.

## **12. Miscellaneous**

12.1. Entire Agreement. This Agreement and Orders constitute the entire agreement between D&B and Customer regarding their subject matter. Oral promises or warranties and other writings are not binding on either party.

12.2. Assignment. This Agreement and Orders shall bind and inure to the benefit of the parties and their successors and assigns, except that Customer shall not assign this Agreement without D&B's prior written consent.

12.3. Requirement of a Writing. Customer agrees that copies and telecopies of signed originals of this Agreement and of Orders shall be as binding on Customer as originals. Customer further agrees that Orders placed by it by telephone, including by computer, and accepted by D&B shall be binding on Customer. No waiver or amendment of this Agreement shall be binding on D&B unless it is in a writing signed by an authorized official of D&B or is proposed by D&B.

12.4. Amendments. D&B may propose amendments to this Agreement that apply to customers generally. Customer's failure to object within thirty days shall constitute acceptance of proposed amendments. All Orders dated thereafter shall be subject to this Agreement as amended.

12.5. Price Changes. Customer agrees that D&B may revise the charges set forth in its Product & Service Pricing Guides on thirty days notice. If a revision involves an increase in the Unit value of services provided subject to subscription and if Customer ordered at least \$200 worth of such services prior to the effective date of the increase either during the current or during the immediately preceding subscription period, or if Customer has entered its first subscription with D&B within the immediately two preceding months, Customer may terminate that subscription, in which case D&B shall refund the unused portion of amounts paid for such subscription.

## **13. Termination**

13.1. In the event of breach by Customer, D&B may terminate this Agreement or suspend providing some or all Services without prior notice.

13.2. Either party may terminate this Agreement, including any licenses granted under it, upon thirty days' written notice.

13.3. In the event that Customer terminates this Agreement, Customer shall continue to be obligated to pay D&B for all Services then subject to Orders and shall not be entitled to any refund, unless Customer terminates a subscription pursuant to subparagraph 12.5 governing price increases.

13.4. In the event that D&B terminates this Agreement and Customer is not in breach, D&B shall refund to Customer the unused balance of any amounts paid under Orders, including the unused value of any subscription agreements and the pro rata value of Software licenses.

13.5. The provisions set forth in paragraphs 2, 3, 4, 5, 8, 9, 10, and 11 shall survive the termination of this Agreement and shall continue in force in perpetuity.