

CUSTOMER MUST SEND THE SIGNED ORDER FORM, THIS MA AND CUSTOMER PURCHASE ORDER TO EDUSERV

PARTIES AND SIGNATURES

In consideration of the mutual obligations contained in this Master Agreement ("MA"), each party, by signing below or electronically accepting this MA, agrees to be bound by the terms set out herein and represents to the other party that this MA (and any attached addendums, appendices and schedules) are validly entered into by its duly authorized representatives.

	DUN & BRADSTREET LIMITED		CUSTOMER NAME:
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Job Title:	_____	Job Title:	_____
Date:	_____	Date:	_____

TERMS & CONDITIONS

1. DEFINITIONS

In this MA (except where the context otherwise requires):

Customer means the customer of D&B on whose behalf this MA has been signed or electronically accepted (as applicable);

Customer Data D&B means any information that Customer provides to D&B; means Dun & Bradstreet Limited of Marlow International, Parkway, Marlow, Buckinghamshire, England SL7 1AJ;

Educational Purposes means education, teaching, distance learning, private study, academic research and the administration and management of the Licensee's educational or research operations, including, for the avoidance of doubt, (i) the Customer making such temporary local electronic copies of the Information as is necessary for the efficient use by Users in accordance with the terms and conditions of the MA; (ii) the use of parts or extracts of the Information by Users in electronic or print media or audiovisual content (provided such use is consistent with the terms and conditions of this MA); (iii) the incorporation of parts of or extracts from the Information within printed or electronic form in coursework, assignments, portfolios, theses, papers, dissertations and in materials for presentations and workshops, copies of which may be retained in the Customer's library or archives, or retained by the User for personal use, or provided to sponsors of the work for reference but not for commercial exploitation. Each item shall carry appropriate acknowledgement of the source and copyright owner; (iv) the incorporation of parts of or extracts from the Information for use by Users in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) controlled by secure access. Each item shall carry appropriate acknowledgement of the source and copyright owner; and, (v) the deposit in perpetuity for subsequent reference of the learning and teaching objects referred to above in repositories operated by the Customer through secure access and/or in centrally controlled repositories such as the JORUM Repository established by UK funding authorities. The Customer, but not a User, may receive payment or funding from Students or third parties for activities using the Information, Service or Software provided that all such payments and funding are applied to the cost of running the normal educational and research operations of the Licensee and no part is distributed to third parties as profit or dividend or similar. The results of research or services funded by third parties must be published in the same way that the Customer would publish the results of research not funded by third parties. Educational Purposes do not include funded research or consultancy services where the results of such research or services would be retained by a third party;

Eduserv means Eduserv, a company limited by guarantee, registered in England and Wales (company number 3763109), and a registered charity (charity number 1079456), whose registered office is Royal Mead, Railway Place, Bath, BA1 1SR;

Effective Date means the date (i) this MA is signed on behalf of Customer, or (ii) if entered into electronically, the date on which Customer electronically accepts this MA;

Information means all information supplied by D&B to Customer from time to time via the Services and/or Software and pursuant to an Order;

Intellectual Property Rights means (a) rights in, and in relation to, any patents, designs, design rights, trademarks, trade and business names (including all goodwill associated therewith), copyright, moral rights, trade secrets, database rights, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and (b) all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect and which may subsist anywhere in the world;

Order means a valid order for Information, Services and/or Software which has been accepted by D&B in accordance with the terms of this MA;

Processor Services means a third party processor appointed by Customer; means the business information services (which may include the supply of Information and/or Software) supplied to Customer from time to time by D&B pursuant to an Order;

Software means computer programs or applications (including those accessed remotely) in object code only, documentation and media supplied to Customer from time to time by D&B pursuant to an Order;

User(s) means any of the following persons authorised by the Licensee to access the Licensee's information services via secure access: (i) "Students" means any person undertaking education or research who for a particular course of study or research, is included in the Licensee's and not any other party's report to government authorities of student numbers and/or is registered and/or enrolled only by the Licensee. Visiting students and researchers are classed as "Students" whether or not they are reported or registered or enrolled by the Licensee. Students may access the Information, Services or Software on-site or off-site; (ii) "Staff" means any personnel used by the Licensee to instruct or direct Students, the Licensee's research staff and administrative and management personnel. Staff may access the Licensed Material on-site or off-site; (iii) "Walk-in Users" means any person while they are on the premises of the Licensee who use the Information, Services or Software for private study or personal interest only.

2. ACKNOWLEDGEMENT

2.1. No obligation to furnish or pay for any Information, Service or Software arises under this MA until: (i) in the case of an Order in writing, D&B accepts the applicable Order in writing (by signature of an authorized Eduserv representative or delivery of a Eduserv invoice for the Information, Service or Software to Customer in connection with such Order) or, (ii) in the case of an Order placed electronically, Eduserv accepts the applicable Order on D&B's behalf by the dispatch of an email confirming receipt of the Order.

2.2. All Orders are from the Effective Date subject to the terms of this MA, and the terms of all such Orders are by reference incorporated in this MA. All Information, Services and Software will be supplied in accordance with and subject to the terms of this MA and the applicable Order.

3. SCOPE OF LICENSES IN AN ORDER

3.1. Upon acceptance of an Order by D&B and subject to the terms of this MA, D&B will grant Customer a non-exclusive, limited, personal, revocable licence for the time period, and upon the terms set out in an Order for such number of Users as are specified in the relevant Order to access and/or use the Information, Services and/or Software supplied pursuant to that Order. Customer may not sub-licence in whole or in part or grant any rights in or to the Information, Services or Software to any other party.

3.2. Information, Services and Software are licensed to Customer for Educational Purposes only. Customer will not make available or permit any other party to access or use any of the Information, Services or Software in whole or in part, whether directly or indirectly,

in any media; or use or permit the use of Information, Services or Software (i) to generate any statistical or other information that is or will be provided to third parties (including as the basis for providing recommendations to others) or (ii) to prepare any comparison to other information databases that is or will be provided to third parties.

3.3. Customer will not voluntarily produce any Information in legal proceedings without D&B's prior written consent.

3.4. Customer will not (i) attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of Software, or (ii) copy, download, upload or in any other way reproduce Information or Software, except as expressly permitted by this MA or an applicable Order.

3.5. On not more than two (2) occasions in any twelve (12) month period, and on reasonable notice and during normal business hours, Customer will permit (and where applicable will procure that its Processor will permit) D&B to inspect the locations at, or computer systems on which, Information and Software are used, stored or transmitted so that D&B can verify Customer's compliance with the terms of this MA and any applicable Order. D&B will limit any inspection to the extent reasonably necessary to confirm compliance with the terms of this MA and any applicable Order. If required by Customer D&B will enter into a confidentiality agreement (in a form reasonably acceptable to D&B) in respect of any information that its representative may incidentally acquire while carrying out an inspection.

3.6. With the prior written consent of D&B, Customer may engage a Processor to host and/or process Information provided that Customer has a valid written agreement with the Processor ("Processor Agreement") that stipulates that (a) the Processor's access to and use of the Information shall be limited solely to the performance of specific services for Customer and the Processor may not copy or use the Information for any other purpose, (b) the Information is the property of D&B and may not be disclosed or distributed by the Processor to any other party, (c) upon the earlier of termination of Customer's agreement with Processor or the termination or expiry of this MA or all applicable Orders, the Processor shall return the Information to D&B or certify its destruction to D&B, (d) Customer acknowledges that Customer is the "data controller" and that the Processor is the "data processor" of the Information for the purposes of applicable data protection legislation, and (e) that Processor will comply with any applicable data protection legislation. Customer (i) shall be responsible for Processor's compliance with the Processor Agreement and (ii) shall indemnify and keep indemnified D&B against any claims that arise by virtue of the Processor's breach of or failure to comply with the terms of the Processor Agreement. If Customer requests and D&B approves the use of a Processor at a location outside the UK then D&B reserves the right at its sole discretion to charge Customer, in addition to the fees payable under the applicable Order, a further 5% of such fees (which shall be payable to D&B prior to the appointment of such Processor).

4. COMPLIANCE WITH LAWS

4.1. Customer will only use Information, Services or Software in compliance with all applicable laws, regulations and directives (including laws and regulations regarding marketing by means of electronic communications services, customer solicitation, consumer protection, consumer credit, anti-corruption and privacy/data protection.

4.2. In making the Information, Services or Software available to the Customer, D&B will comply with all applicable laws, regulations and directives (including laws and regulations regarding marketing by means of electronic communications services, customer solicitation, consumer protection, consumer credit, anti-corruption and privacy/data protection.

4.3. Customer will not use any Service, Information or Software to engage in any unfair or deceptive practice or in a manner which brings D&B into disrepute.

4.4. Customer will not use Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. If Customer intends to use Information to assess the financial standing of individuals for business purposes, then Customer shall notify individuals of this in advance and shall make information readily available to such individual as to which credit reference agencies Customer has used.

5. D-U-N-S® NUMBERS

D-U-N-S® Numbers are unique numeric serial numbers which identify a company and which are proprietary to and controlled by D&B. D&B hereby grants Customer a non-exclusive perpetual limited licence 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 shall state that "D-U-N-S®" is a registered trademark of Dun & Bradstreet®.

6. PAYMENT

6.1. Customer will pay all fees due under this Agreement to Eduserv (together with any applicable VAT) for each Order within thirty (30) days of the relevant invoice date.

6.2. A late payment charge of 4% (four percent) per annum above the base rate from time to time of Barclays Bank plc calculated on a daily basis will be applied to any outstanding fees due from Customer to Eduserv until paid. Without prejudice to any other rights or remedies of D&B under this MA, an applicable Order or at law, if any fees remain unpaid (i) for more than fifteen (15) days beyond their due date D&B may upon giving Customer not less than forty-eight (48) hours notice suspend access to, and/or use of, the Information, Services and/or Software to which the outstanding fees relate until paid, and/or (ii) for more than thirty (30) days beyond their due date D&B may upon giving Customer not less than forty-eight (48) hours notice cancel the Order to which the outstanding fees relate.

6.3. Prices and product descriptions for Information, Services or Software shall be as specified in the relevant Order, or, if not specified in the Order, then the applicable pricing for each product shall be those set and published by D&B from time to time.

6.4. If Customer exceeds the permitted usage in an Order, Customer will pay D&B for such excess usage at the rate specified in the relevant Order.

6.5. If the pricing in a particular Order is based on Customer's anticipated service requirement as indicated on such Order, but Customer's actual service requirement is less than the anticipated service requirement, Customer will pay D&B a fee based on the pricing applicable to Customer's actual service requirement.

6.6. Where the fee charged by D&B in a particular Order has been calculated according to Customer's anticipated service requirement, but Customer's actual service requirement has increased during the term of that Order, D&B may require Customer to pay (and if so, Customer agrees to pay) an additional fee calculated in accordance with that Order but based on Customer's actual service requirement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Customer acknowledges that the Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, patented or patentable inventions, databases or other materials created by D&B at great effort and expense. Nothing in this MA shall be deemed or construed as an assignment or transfer of legal interest by D&B to Customer of any Intellectual Property Rights which are and shall at all times remain D&B's property. D&B retains all Intellectual Property Rights in the Services and Customer obtains only such rights as are explicitly granted in this Agreement. Customer will not disclose, contest the validity of, or D&B's ownership of, or impair the value of, the Information or Software in any way. Customer will reproduce D&B's copyright and proprietary rights legend on all copies of Information and Software.

7.2. Neither party will use the trade names, trademarks or service marks or other intellectual property of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party. Customer shall not disclose the negotiated pricing or terms of this MA, or any Order, to any third party.

7.3. D&B will treat all information that Customer designates in writing to be confidential in the same manner as D&B treats its own confidential information; provided that (i) D&B may share such information with its employees and third party service providers with a need to know in order to fulfill its obligations pursuant to this MA or an Order and in furtherance of the provision of Services, provided that such employees and service providers are subject to confidentiality obligations substantially as restrictive as those set forth in this paragraph and (ii) D&B assumes responsibility for such employees and third party service providers use of such information. Customer represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to D&B. D&B agrees not to transfer, disclose, sell or otherwise distribute such information in the form supplied by Customer to any third parties without Customer's consent, unless D&B is required by law to do so. Such confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of D&B; (ii) was in D&B's lawful possession prior to Customer's disclosure to D&B; (iii) is lawfully disclosed to D&B by a third-party with the right to disclose such information without restriction; or (iv) is independently developed by D&B without use of or reference to the confidential information.

7.4. D&B warrants to Customer that (i) it has the right to grant the licence at paragraph 3.1 and (ii) to D&B's knowledge, the Information and Software, when used in accordance with this MA, do not violate any existing UK Intellectual Property Rights of any third party, as at the effective date of the applicable Order. The foregoing warranty does not apply to the extent Customer modifies the Information or Software in any way or combines the Information or Software with material not supplied by D&B.

7.5. Customer shall implement and maintain security measures that effectively restrict access to the Information and Software only to authorized users with a need to know, and protects the Information and Software from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Customer employs to safeguard its most confidential information. Customer shall supply D&B with a description of such security measures at D&B's request. In the event of an actual or suspected breach of such security measures, Customer shall provide D&B with prompt (but in no event later than forty-eight (48) hours after becoming aware) written notice of any security incident that involves, or which Customer reasonably believes involves, the unauthorized access, use or disclosure of Information or Software.

8. CUSTOMER DATA

8.1. From time to time Customer may, at its discretion, provide Customer Data to D&B. Where Customer Data is provided to enable D&B to fulfill its obligations under an applicable Order, Customer grants D&B a limited non-exclusive revocable royalty free licence to use such Customer Data solely for the purpose specified in an applicable Order. Customer shall be the "data controller" and D&B shall be the "data processor" for the purposes of applicable data protection and privacy legislation with respect to Customer Data. Where Customer Data is provided to D&B for the purpose of validating and/or enhancing D&B's business information services, Customer grants D&B a non-exclusive royalty free licence to use Customer Data for that purpose (D&B will not disclose the origin of Customer Data unless required by law).

8.2. D&B shall handle all data that it receives in accordance with D&B's published Privacy Policy (see <http://www.dnb.co.uk/privacy.asp> for a copy of D&B's current policy and fair processing notice).

8.3. Customer represents and warrants that it has all necessary legal rights, title, consents and authority to provide Customer Data to D&B.

8.4. Customer will ensure that any Customer Data which consists of or includes personal data about the financial standing of individuals has been obtained on terms that include a clear and prominent notice to its clients explaining that: (1) Customer may provide information about its clients' accounts and identity to credit reference agencies and obtaining such clients' express consent to this; (2) the credit reference agency may retain and use such information in conjunction with other information that it obtains in credit reference services that it provides to its other clients.

9. TERMINATION

9.1. This MA will continue in full force and effect unless and until terminated in accordance with this paragraph 9. Orders will continue in full force and effect for the licence period specified in the applicable Order unless and until terminated in accordance with the terms of that Order or this paragraph 9.

9.2. In the event of a breach by Customer (or its Processor) of paragraphs 3, 4 or 7 of this MA, D&B may immediately suspend the Services and/or the use by Customer of any Information or Software without prior notice, whereupon it shall promptly notify Customer of

such suspension and investigate the breach. If such breach is incapable of remedy (to D&B's reasonable satisfaction), D&B shall promptly notify Customer of its findings by email and D&B may at its discretion terminate the applicable Order and/or this MA upon giving Customer not less than seven (7) days written notice. If such breach is capable of remedy, D&B shall promptly notify Customer of its findings and (i) if the breach is remedied (to D&B's reasonable satisfaction) within seven (7) days of D&B giving such notice to Customer, D&B shall promptly reinstate the Services and permit Customer to resume using the Information and/or Software, or (ii) if such breach is not so remedied, D&B may immediately terminate the affected Order(s) and/or this MA.

9.3. In the event of a breach by either party of any term of this MA or an Order not covered by paragraph 9.2 above, and such breach is incapable of remedy, the non-breaching party may at its discretion terminate the affected Order and/or this MA upon giving the breaching party not less than seven (7) days written notice. If such breach is capable of remedy, the non-breaching party shall promptly notify the breaching party of the acts required to remedy the breach and if the breaching party fails to remedy the breach within thirty (30) days of receiving such notice, the non-breaching party may at its discretion immediately terminate the affected Order and/or this MA.

9.4. Either party may terminate this MA and any applicable Orders immediately by notice in writing if the other party suffers an Insolvency Event. For the purposes of this paragraph an "Insolvency Event" means (i) if a party convenes a meeting of its creditors, make a voluntary arrangement or proposal for any composition scheme or arrangement with (or assignment for the benefit of) its creditors, (ii) if a party is unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, (iii) if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any material part of the business or assets of a party; (iv) if a meeting is convened for the purpose of considering a resolution, or other steps are taken for the winding up of a party (otherwise than for the purpose of an amalgamation or reconstruction) or for the making of an administration order or other appointment of an administrator in respect of a party, or any such order or appointment is made or effective resolution is passed to wind up a party.

9.5. Termination of this MA will result in the immediate cancellation of all Orders. D&B may terminate this MA by written notice at any time if there are no active Orders.

9.6. Upon expiry or termination of this MA or a relevant Order (or upon receipt of Software or Information that is intended to supersede previously obtained Software or Information), unless D&B and Customer agree otherwise in writing, Customer will immediately delete or destroy all originals and copies of the Information and/or Software, as applicable, and upon request, provide D&B with certification thereof. Notwithstanding the aforesaid, Customer may retain a single copy of the Information (but not the Software) for regulatory compliance and archive purposes, provided always that such retained copy may not be used for any commercial purpose.

9.7. If, without D&B's written permission or as otherwise permitted hereunder, Customer continues after expiry or termination of an Order or this MA to access or use Services, Information and/or Software the subject of an expired or terminated Order or this MA (as applicable), in addition to any other remedies available to D&B, Customer will be liable to pay D&B for the Services, Information and/or Software Customer has continued to access and/or use at the premium "pay-as-you-go" rate set by D&B from time to time and on such terms as to payment as D&B shall specify.

9.8. The exercise by D&B of any rights of suspension or termination under this paragraph 9.8 shall be without prejudice to any other rights or remedies which D&B has under this MA, an applicable Order or at law. Without prejudice to any other rights or remedies that D&B may have, Customer acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of paragraphs 3, 4 or 7 of this MA by Customer, and accordingly, D&B shall be entitled to the remedies of an injunction or other equitable relief for any threatened or actual breach of paragraphs 3, 4 or 7 of this MA by Customer.

9.9. The provisions set forth in paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of this MA.

10. DISCLAIMER

10.1. Though D&B uses extensive procedures to keep its database current and to promote data accuracy Customer acknowledges that the Information may contain a degree of error. Customer is responsible for determining whether Information supplied by D&B is sufficient for Customer's use and Customer shall use its own skill and judgment when relying upon the Information.

10.2. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT OR AN APPLICABLE ORDER, (i) ALL INFORMATION, SERVICES OR SOFTWARE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, (ii) D&B DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, SATISFACTORY QUALITY, CONFORMITY WITH DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE, (iii) 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, AND (iv) D&B WILL NOT BE LIABLE FOR ANY LOSS ARISING OUT OF, IN WHOLE OR IN PART, D&B'S CONDUCT IN PROCURING, COMPILING AND INTERPRETING SERVICES.

11. LIMITATION OF LIABILITY

11.1. Each party's liability to the other party for death or personal injury resulting from its own or that of its employees', agents' or subcontractors' negligence, or for fraudulent misrepresentation, shall not be limited.

11.2. EXCEPT FOR CLAIMS ARISING OUT OF BREACH OF PARAGRAPHS 3, 4 OR 7 OF THIS AGREEMENT, THE AGGREGATE LIABILITY WITH RESPECT TO A PARTICULAR ORDER WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE (INCLUDING IN EACH CASE NEGLIGENCE), (i) FOR CUSTOMER, WILL NOT EXCEED

THE AGGREGATE AMOUNT PAYABLE BY CUSTOMER TO D&B PURSUANT TO SUCH ORDER, OR, (ii) FOR D&B, WILL NOT EXCEED THE AGGREGATE AMOUNT PAID TO D&B BY CUSTOMER PURSUANT TO SUCH ORDER OR £20,000 WHICHEVER IS THE GREATER.

11.3. D&B SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, GOODWILL, SAVINGS OR FOR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR D&B HAD BEEN ADVISED OF THE POSSIBILITY OF CUSTOMER INCURRING SUCH LOSS.

12. MISCELLANEOUS

12.1. Entire MA. This MA, all Orders, any attached addendums, appendices and schedules, and any applicable online service terms in effect from time to time, constitute the entire agreement between D&B and Customer regarding the Information, Services and Software. All prior agreements both oral and written between the parties on the matters contained in this MA are cancelled, replaced and superseded by this MA. Any Order in effect at the Effective Date shall, from the Effective Date, be subject to the terms of this MA. In no event shall any Customer terms or conditions (including those in or attached to a Customer's purchase order) apply to any Order or vary this MA.

12.2. Precedence. In the event of a conflict between the terms of this MA and any Order, the terms of the Order shall prevail in relation to that conflict.

12.3. Severability. If any provision of this MA or an Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this MA or an Order and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12.4. Waiver / Amendment. The failure to exercise, or delay in exercising, a right, power or remedy provided by this MA, an Order or at law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this MA or an Order this shall not operate as a waiver of any subsequent breach. All rights and remedies expressly granted in this MA or an Order are cumulative and do not affect any other rights or remedies which either party may otherwise have at law. Any amendment, addendum or waiver relating to this MA or any Order must be in writing and signed by both parties.

12.5. Assignment. Neither party may assign any of its rights and/or obligations under this MA without the prior written consent of the other party, save that D&B may assign the MA (i) to any other D&B group company which controls, is controlled by or is under common control with D&B (where "control" has the meaning set out in s840 of the Income and Corporation Taxes Act 1988) or (ii) as part of a restructuring or consolidation or the sale of substantially all of D&B's assets.

12.6. Force Majeure. D&B shall not be liable for any delay in performing, or failure to perform, any of its obligations under this MA or any Order if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances D&B shall be entitled to a reasonable extension of the time for performing such obligations, provided that, if the period of delay or non-performance continues for thirty (30) consecutive days, Customer may cancel the affected Order by giving not less than thirty (30) days written notice to D&B.

12.7. Notices. Save as permitted by paragraph 12.8 below, any notice, demand or other communication to be served on a party shall be in writing and may only be served by sending it by pre-paid recorded delivery, registered post or by delivering it personally to the address of the party specified at the top of this MA (or such other address as a party shall have previously notified the other in writing or an applicable Order) and shall be deemed duly served two (2) business days (Monday to Friday only excluding public holidays in the UK) after posting. Any notice addressed to D&B must be clearly marked "For the attention of: The UK Legal Department". In proving service of the same it shall be sufficient to prove that such notice was correctly addressed and delivered to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post letter.

12.8. Use of Email. Email may be used for routine communication and where otherwise expressly permitted in this MA or an Order, provided that such emails are sent between an authorized valid corporate email account of each party as notified by the parties to one another from time to time. For the avoidance of doubt, e-mail notices are permitted under paragraph 9.2, but shall not amount to notice in writing or a written instrument for the purposes of paragraphs 9.3, 9.4, 9.5, 12.4 or 12.5.

12.9. Non-Material Changes. D&B reserves the right to withdraw, reconfigure, modify, and/or substitute Information, Services or Software if (and only to the extent) required as a result of new legislation, or new technologies, or, where sourced from third parties, changes to the terms upon which data, services or software is supplied or made available to D&B, provided that such changes do not materially alter the existing functionality of the Information, Services or Software. D&B shall notify Customer as soon as is reasonably practicable if any such change affects an active Order.

12.10. Third Party Rights. A person who is not a party to this MA has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this MA, except that D&B's third party content providers are entitled to the benefits and protections of paragraphs 10 and 11 to the same extent as D&B.

12.11. Headings. The headings in this MA are for ease of reference and shall not affect its interpretation.

12.12. Choice of Law. This MA, all Orders and any contractual and non-contractual obligations relating to or arising out of them shall be governed by and construed in accordance with the laws of England and both parties agree to submit to the exclusive jurisdiction of the English courts.