

Data Protection Appendix

This Data Protection Appendix (“**Appendix**”) forms part the Pricing Schedule, Order Schedule, or other written contract in which it is expressly incorporated (“**S&P Services Contract**”) in conjunction with (i) any general terms and conditions or master agreement (“**Principal Agreement**”) which govern an S&P Services Contract and (ii) any subsidiary order forms or addenda thereunder, or (iii) other written or electronic agreement as may be amended or renewed from time to time between:

- (i) **S&P Global Market Intelligence LLC**, S&P Global Limited, S&P Global Inc., or any of S&P Global Inc.’s direct or indirect subsidiaries (“**S&P Entity**” or “**S&P**”) who publish and/or distribute certain Services pursuant to the S&P Services Contract; and
- (ii) any Client, Subscriber, Company, or Licensee (as the case may be) and/or any of their Affiliates (“**Subscriber**”) that is a party to the S&P Services Contract.

For purposes of this Appendix:

- (A) If an S&P Entity Client, Subscriber, Company or Licensee receives Services solely under a Principal Agreement (i.e., no separate S&P Services Contract) that expressly incorporates this Appendix, then references hereinafter to S&P Services Contract means that Principal Agreement and such S&P Entity Client, Subscriber, Company or Licensee will be considered a “Subscriber” under this Appendix;
- (B) Capitalized terms used but not otherwise defined in this Appendix have the meaning given to them in the S&P Services Contract; and
- (C) Unless otherwise stated in this Appendix, in the event of conflict between the data protection and information security terms between the S&P Services Contract and this Appendix, this Appendix shall take priority over the provisions of that S&P Services Contract.

1. Definitions: In this Appendix the following definitions apply:

- (a) “**controller**” means the person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; “**processor**” means a person, public authority, agency or other body which processes personal data on behalf of the controller; “**data subject**” means an identified or identifiable natural person, including a “consumer” as defined under Data Protection Laws; “**personal data**” means data about a data subject (or an identified or identifiable entity where information about an entity is protected similarly to the protection afforded to information about an individual under Data Protection Laws), including corollary terms under Data Protection Laws; “**process**” (and its derivatives) means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means.
- (b) “**Controller Permitted Purposes**” means processing: (A) of Services Management Data (as defined below) by or for S&P or its agents in connection with the provision and/or management of the Services to: (i) provide secure password-controlled access to the Services to Subscriber and/or Authorized Users; (ii) identify Subscribers and/or Authorized Users of Services for the purposes of providing, tracking and recording maintenance, support and training to/for such users; (iii) review how, when, where, and by whom the Services are accessed and used, assess/validate compliance by Subscriber, based on the results of such review; (iv) improve and develop S&P’s Services, and develop new Services and offerings; (v) communicate with Authorized Users regarding the Services and other products and services that may be of interest to them and otherwise optimize S&P’s sales and marketing; (vi) confirm, report, and account for use of the Services to Third-party Providers and enable such Third-party Providers to manage/control individual access to the Services insofar as S&P is obliged in such regard by contract or law; (vii) report and account for use of the Services to the Subscriber insofar as required by applicable law or regulation; (viii) aggregate and anonymize personal data relating to Authorized Users; (ix) as otherwise set out in S&P’s Corporate Privacy Policy available at: <https://www.spglobal.com/en/privacy/privacy-policy-english>; (x) as otherwise set forth in the S&P Services Contract; and (xi) any other purpose as permitted under Data Protection Laws; and (B) by the Subscriber to use the Services and access any Product Data contained within them.
- (c) “**Controller-to-Controller Standard Contractual Clauses**” means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on June 4, 2021) available at: <https://www.spglobal.com/marketintelligence/en/documents/EU-C2C-SCCS.pdf> and modified or construed, as applicable, as set forth at <https://www.spglobal.com/marketintelligence/en/documents/SCC-Landing-Page.pdf>.
- (d) “**Controller-to-Processor Standard Contractual Clauses**” means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on June 4, 2021) available at: <https://www.spglobal.com/marketintelligence/en/documents/EU-C2P->

[SCCS.pdf](https://www.spglobal.com/marketintelligence/en/documents/SCC-Landing-Page.pdf) and modified or construed, as applicable, as set forth at <https://www.spglobal.com/marketintelligence/en/documents/SCC-Landing-Page.pdf>.

- (e) **"Data"** means Services Management Data and Product Data.
 - (f) **"Data Protection Laws"** means all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice issued by any authority of competent jurisdiction as they may be amended, superseded or replaced from time to time.
 - (g) **"Description of Processing"** categories of data subjects, categories of personal data, subject matter, nature, purpose and duration of processing, location of processing and other related processing details.
 - (h) **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Subscriber Proprietary Data.
 - (i) **"Processor Permitted Purposes"** means processing of Subscriber Proprietary Data by or for S&P or its agents on behalf of the Subscriber to: (i) provide the Services; and (ii) as otherwise set out in respect of the particular Services in the S&P Services Contract.
 - (j) **"Product Data"** means, to the extent provided by S&P within the S&P Services, personal data of data subjects (whose information is not obtained as a result of being a Subscriber user) including without limitation their name, present and past employments and relevant business appointments, education history, compensation, benefits and shareholdings, information about their professional activities and their professional contact information.
 - (k) **"Restricted Transfer"** means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Data Protection Laws in order to lawfully transfer that personal data.
 - (l) **"Services Management Data"** means (i) personal data of data subjects who pay or receive invoices, manage contract renewals, or otherwise manage the relationship between S&P and Subscriber on behalf of Subscriber; and (ii) personal data of data subjects who are Authorized Users of the Services or Subscribers, including without limitation their name, job title, name of employer, office e-mail address, office physical address, internet protocol address, office telephone number, mobile telephone number, product support and product training interactions, product usage tracking information including online identifiers and tracking (but in each case excluding special category personal data or any equivalent concept as defined under Data Protection Laws).
 - (m) **"Standard Contractual Clauses"** means the relevant standard contractual clauses as set forth at <https://www.spglobal.com/marketintelligence/en/documents/SCC-Landing-Page.pdf>.
 - (n) **"Subprocessor"** means any processor appointed by S&P to process Subscriber Proprietary Data on behalf of Subscriber.
 - (o) **"Subscriber Proprietary Data"** means personal data uploaded by or on behalf of Subscriber to any S&P platform, system, or product, including without limitation: names; present and past employments and business appointments; education history; compensation, benefits and shareholdings; information about professional activities and professional contact information; and criminal, credit, or sanctions status and/or history or other due diligence findings. In respect of online services developed by S&P for the Subscriber ("**Subscriber Online Services**") in turn to make accessible to the Subscribers own end customers or third party users ("**End Users**") personal data of the type described above and processed by S&P on behalf of Subscriber in order to increase engagement of target audiences, identify sales/marketing prospects; and/or collected from or in respect of End Users by way of contact information, login/security credentials and data detailing when and how such End Users access and use such Subscriber Online Service.
- 2. Compliance:** S&P and Subscriber shall comply with, and not knowingly cause the other to breach Data Protection Laws in its performance or receipt of the Services.
- 3. Relationship of the parties:** The parties each agree and acknowledge that: (i) where a party is processing Data for its own purposes, that party is an independent controller of that Data; (ii) in no event will the parties process Data as joint controllers (as defined by Data Protection Laws); and (iii) where S&P processes Subscriber Proprietary Data, Subscriber is the controller and S&P is a processor of Subscriber Proprietary Data. The Subscriber acknowledges that the product list at <https://www.spglobal.com/marketintelligence/en/documents/MI-DPA-Product-List.pdf> details the types of personal data processed in connection with the Services and whether S&P processes Subscriber Proprietary Data.
- 4. Disclosure of data:** Where Service Management Data and/or Subscriber Proprietary Data is provided to S&P by or on behalf of Subscriber, Subscriber warrants that it has provided all information to, and obtained all consents from, the relevant data subjects as required by Data Protection Laws in order to provide that personal data to S&P for S&P's processing as contemplated and/or described herein or in the S&P Services Contract. Subscriber confirms that all personal data provided to S&P is accurate and up to date as of the date it is provided to S&P.

5. Use and Restrictions on Use: Subscriber shall abide by any usage restrictions of the Data set out in the applicable S&P Services Contract and only process Product Data in order to use and receive the benefit of the Services as set forth in, and to fulfil its obligations under, the S&P Services Contract. To the extent that Subscriber is entitled to extract Product Data from the Services and to use and/or distribute it to third parties under the S&P Services Contract, Subscriber shall only distribute and use any Product Data in strict compliance with Data Protection Laws and the applicable S&P Services Contract. Subscriber acknowledges and agrees that its Authorized Users are not under age 18.

6. Controller terms: The following section 6 shall apply to the processing of Data:

(a) Independent controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller of such Data under Data Protection Laws. Each party agrees to only process the Data for the Controller Permitted Purposes and subject to use restrictions set out in section 5 of this Appendix.

(b) Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction; and (ii) loss, alteration, and/or unauthorized disclosure of, or access to, the Data.

7. Processor terms: Where required by Data Protection Laws, the following section 7 shall apply to the processing of Subscriber Proprietary Data:

(a) Processing of Subscriber Proprietary Data: Subscriber hereby authorizes S&P to process the Subscriber Proprietary Data as set out in the S&P Services Contract and this Appendix, which sets out the Description of Processing. S&P shall not:

(i) process the Subscriber Proprietary Data other than (1) as reasonably necessary in connection with the Processor Permitted Purposes; (2) on Subscriber's documented instructions as set forth in this Appendix and/or S&P Services Contract; and/or (3) as is required by applicable laws to which S&P is subject, in which case S&P shall, to the extent permitted by applicable law, inform Subscriber of that legal requirement before processing Subscriber Proprietary Data;

(ii) retain, use, or disclose Subscriber Proprietary Data outside of the direct business relationship between S&P and Subscriber and/or for any purpose other than the limited and specified purpose of performing its obligations under this Appendix and/or S&P Services Contract;

(iii) share, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Subscriber Proprietary Data to another person or entity for: (1) monetary or other valuable consideration, except for the Processor Permitted Purposes; or (2) cross-context behavioral advertising for the benefit of a business in which no money is exchanged; or

(iv) combine Subscriber Proprietary Data with personal data which S&P receives from or on behalf of another person or entity or collects from its own interactions with a data subject, except for (1) the Processor Permitted Purposes; or (2) to perform a business purpose as defined in regulations adopted pursuant to Data Protection Laws.

Where required by Data Protection Laws, S&P shall promptly inform Subscriber if, in its opinion, any instruction it receives from Subscriber infringes Data Protection Laws.

(b) S&P Personnel: S&P shall take reasonable steps to ensure compliance with the terms of this Appendix by any employee, agent or contractor engaged or employed by S&P who may have access to Subscriber Proprietary Data in connection with the Services. S&P shall ensure that personnel authorized by S&P to process the Subscriber Proprietary Data are committed to confidentiality obligations.

(c) Security: S&P shall, in relation to the Subscriber Proprietary Data processed by S&P, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate, applicable measures required by Data Protection Laws. Subscriber agrees that Subscriber is solely responsible for its use of the Services, including:

- i. making appropriate use of such Services as set forth in the S&P Services Contract and any additional security controls that Subscriber reasonably believes are necessary to ensure a level of security appropriate to the risk in respect of the Subscriber Proprietary Data;
- ii. securing the account authentication credentials, systems and devices Subscriber uses to access such Services; and
- iii. backing up its Subscriber Proprietary Data.

S&P has no obligation to protect or liabilities with respect to Subscriber Proprietary Data that Subscriber elects to store or transfer outside of S&P's and its Sub-processors' systems (for example, offline or on-premises storage or use).

(d) Sub-processing:

- i. Subscriber specifically authorizes S&P to engage any one or more of the Subprocessors set out here: <https://www.spglobal.com/marketintelligence/en/documents/MI-Subprocessor-List.pdf> (“Subprocessor List”) to provide any part or all of the Services to be provided by S&P. S&P is permitted to update the Subprocessor List from time to time as needed. The Subscriber may object (on reasonable grounds relating to the Subprocessor's ability to comply with the terms of

this Appendix) to such changes in writing to MIPrivacyOfficer@spglobal.com within thirty (30) days of the aforementioned notification from S&P, and if there is no such objection, that Subprocessor shall be appointed upon the expiry of such thirty (30) day period. Where the Subscriber makes an objection within that period, at the election of S&P:

- (a) the parties will cooperate in good faith to resolve Subscriber's objection to the specific Subprocessor and such Subprocessor shall be appointed in accordance with the terms of such resolution (and if after a reasonable period of time, as determined by S&P, the parties are unable to resolve the objection, section 7(d)(b) shall apply); or
 - (b) the Subscriber may terminate the part of the Services that utilizes the objectionable Subprocessor.
- ii. With respect to each Subprocessor, S&P shall:
- (a) include the applicable terms based on the processing activities of the Subprocessor in the contract between S&P and each Subprocessor, which are substantively equivalent to those set out in this Appendix; and
 - (b) where required by Data Protection Laws, remain liable to Subscriber for any failure by each Subprocessor to fulfil its obligations hereunder in relation to the processing of any Subscriber Proprietary Data.

(e) Data Subject Rights:

- i. S&P shall reasonably assist Subscriber, at Subscriber's cost (based on S&P's reasonable costs), to respond to written complaints, communications or requests made by a data subject in relation to the Subscriber Proprietary Data.
- ii. Where permitted by Data Protection Laws, S&P shall, as soon as reasonably practicable, notify Subscriber in writing if S&P receives a request from a data subject under any Data Protection Laws that relates to Subscriber Proprietary Data.

(f) Personal Data Breach

- i. Where required by Data Protection Laws, S&P shall promptly notify Subscriber in writing upon S&P becoming aware of a Personal Data Breach and provide Subscriber with a reasonable level of information to allow Subscriber to meet any reporting obligations under Data Protection Laws. Unless applicable law provides otherwise, failure of S&P to promptly notify Subscriber after confirming the existence of a Personal Data Breach, shall not be considered a breach of this Appendix and S&P shall have no liability for such failure. S&P shall reasonably cooperate with the reasonable requests of Customer with respect to the foregoing.
- ii. Following written request from Subscriber, S&P shall, at Subscriber's cost (based on S&P's reasonable fees, and charges), cooperate with Subscriber to assist in the investigation and remediation of any such Personal Data Breach.
- iii. S&P's notification of or response to a Personal Data Breach under this section 7(f) will not be construed as an acknowledgement by S&P of any fault or liability with respect to the Personal Data Breach. S&P will not assess the contents of Subscriber Proprietary Data in order to identify information subject to any specific legal requirements. Subscriber alone is responsible for complying with incident notification laws applicable to it and for fulfilling any of its own third-party notification obligations related to any Personal Data Breach.

(g) Subscriber's Security Assessment; Data Protection Impact Assessment and Prior Consultation

- i. Following written request from Subscriber, S&P shall assist Subscriber, at Subscriber's cost (based on S&P's reasonable fees and charges), with any data protection impact assessments which are mandatory under Data Protection Laws and with any prior consultations with any applicable supervisory authority of Subscriber which are mandatory under Data Protection Laws, in each case solely in relation to the processing of Subscriber Proprietary Data by S&P on behalf of Subscriber, taking into account the nature of the processing and the information available to S&P.
- ii. Subscriber alone is responsible for reviewing and evaluating for itself whether the Services provided under the S&P Services Contract, and S&P's commitments under this Appendix will meet Subscriber's needs and obligations, including with respect to any security obligations of Subscriber under Data Protection Laws.

(h) Deletion or Return of Data

- i. Subject to section 7(h)iii, S&P shall promptly, and in any event within 90 (ninety) calendar days after the termination of all Services with S&P, delete and procure the deletion of any Subscriber Proprietary Data processed by S&P and/or any Subprocessor.
- ii. Notwithstanding section 7(h)i and subject to section 7(h)iii S&P may retain a copy of Subscriber Proprietary Data as part of its normal backup and archival systems, practices, and procedures.
- iii. S&P may retain Subscriber Proprietary Data to the extent it is permitted to retain it or otherwise required to retain it by the limited and specified purpose of performing its obligations set out in the S&P Services Contract, applicable laws, regulations or its bona fide audit and compliance policies; provided that S&P shall maintain the confidentiality of such Subscriber Proprietary Data and that S&P only processes such Subscriber Proprietary Data as necessary for the purpose(s) required by such applicable laws, regulations, or audit and compliance policies, and for no other purpose.

To the extent retained, S&P's obligations with regard to Subscriber Proprietary Data under this Appendix will survive the expiration or earlier termination of the S&P Services Contract until such time that S&P no longer processes Subscriber Proprietary Data.

(i) Audit Rights

- i. In addition to any audit rights granted pursuant to the S&P Services Contract, to the extent required by Data Protection Laws, upon prior written request by Subscriber, S&P shall:
 - (a) make available to Subscriber information held by S&P to the extent reasonably necessary to demonstrate S&P's compliance with this Appendix with respect to S&P's processing of Subscriber Proprietary Data; and/or
 - (b) allow for an inspection by Subscriber or a mutually agreed upon independent auditor ("**Mandated Auditor**") of relevant records, processes, and systems solely for the purpose of assessing S&P's compliance with this Appendix with respect to its processing of Subscriber Proprietary Data.
- ii. The foregoing audit rights are subject to the following conditions: (a) audits may only occur once per calendar year and during S&P's normal business hours, and only after at least 30 business days prior written notice to S&P; (b) audits will be conducted in a manner that does not have any adverse impact on S&P's normal business operations; (c) Subscriber and/or the Mandated Auditor will comply with S&P's standard safety, confidentiality and security procedures in conducting any such audits and shall not have access to any confidential, proprietary or third party information or data; (d) any records, data or information accessed by the Subscriber and/or Mandated Auditor in the performance of any such audit will be deemed to be the confidential information of S&P, and may be used for no reason other than to assess S&P's compliance with the terms of this Appendix (in connection with the foregoing, S&P may require Subscriber and any Mandated Auditor to execute a customary confidentiality agreement prior to any such audit); (e) to the extent any such audit incurs or is reasonably likely to incur in excess of 10 hours of S&P personnel time, S&P shall be entitled to charge Subscriber a reasonable fee per hour for any such excess hours for such audit. Subscriber may request a quote of the reasonable hourly fee from S&P and if the quote is requested, the audit will not proceed without Subscriber's prior approval of such quote; and (f) Subscriber will provide a copy of the audit report to S&P promptly following completion of such audit by Subscriber and/or the Mandated Auditor.
- iii. S&P may object in writing to a Mandated Auditor if the auditor is, in S&P's reasonable opinion, not suitably qualified or independent, a competitor of S&P, or otherwise manifestly unsuitable. Any such objection by S&P will require Subscriber to appoint another auditor or conduct the audit itself.

(j) Deidentified Data: Where required by Data Protection Laws and to the extent S&P receives deidentified information (as defined by Data Protection Laws), S&P will (i) take reasonable measures to ensure that the information cannot be associated with an individual; (ii) publicly commit to maintain and use the information in deidentified form and not to attempt to reidentify it; and (iii) contractually oblige any intended recipients of the deidentified information to comply with terms that are substantively equivalent to those set out in in this section .

(k) Compliance: Where required by Data Protection Laws, S&P shall notify Subscriber if it determines it can no longer meet its obligations under Data Protection Laws with respect to its processing of Subscriber Proprietary Data. S&P acknowledges and agrees that Subscriber may have the right under Data Protection Laws to take reasonable and appropriate steps to help ensure that S&P uses Subscriber Proprietary Data in a manner consistent with Subscriber's obligations under Data Protection Laws and that Subscriber may, upon reasonable advanced notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Subscriber Proprietary Data by S&P.

8. International Transfers of Data:

(a) S&P may process (or permit to be processed) any Data and/or Subscriber Proprietary Data in any jurisdiction where S&P has an office as set out here: <https://www.spglobal.com/en/contact-us/office-locations> or receive and make Restricted Transfers in relation to any Data and/or Subscriber Proprietary Data, provided that it does so in accordance with Data Protection Laws. Notwithstanding the foregoing, when S&P is a processor, S&P's processing of Subscriber Proprietary Data under this section 8, will be subject to any additional Restricted Transfer restrictions set forth in the applicable S&P Services Contract.

(b) To the extent required under Data Protection Law, the relevant Standard Contractual Clauses (as set forth at <https://www.spglobal.com/marketintelligence/en/documents/SCC-Landing-Page.pdf>) shall apply to any Restricted Transfers by either party made under the S&P Services Contract or this Appendix and:

- i. the relevant Standard Contractual Clauses shall be deemed to be populated with the details of the Subscriber as set out in the S&P Services Contract;
- ii. the relevant Standard Contractual Clauses shall be incorporated into and made a part of this Appendix; and

- iii. unless other execution arrangements are agreed between the relevant parties, the execution of the S&P Services Contract shall be a deemed execution of the relevant Standard Contractual Clauses by the S&P Entity and by the Subscriber. In the event that deemed execution of the Standard Contractual Clauses is not legally sufficient under the applicable governing law of the Standard Contractual Clauses, the parties hereby agree promptly to cooperate and execute the applicable Standard Contractual Clauses.
- (c) With respect to the Controller-to-Controller Standard Contractual Clauses or the Controller-to-Processor Standard Contractual Clauses:
- i. The Subscriber acknowledges that all data subjects may be provided with the information required pursuant to clause 8.2(a) of the Controller-to-Controller Standard Contractual Clauses and clause 8.3 of the Controller-to-Processor Standard Contractual Clauses (as applicable) through S&P's Corporate Privacy Policy, which is available online at: <https://www.spglobal.com/en/privacy/privacy-policy-english>;
 - ii. the Subscriber agrees and acknowledges that S&P has provided it with relevant information for the purposes of clause 14(c) of the Controller-to-Controller Standard Contractual Clauses or Controller-to-Processor Standard Contractual Clauses
 - iii. The Subscriber shall provide S&P with a copy of its assessment under clause 14(b) of the Controller-to-Controller Standard Contractual Clauses or Controller-to-Processor Standard Contractual Clauses within one week after being so requested in writing by S&P;
 - iv. In making any assessment as to whether S&P can comply with the Controller-to-Controller Standard Contractual Clauses or Controller-to-Processor Standard Contractual Clauses, the Subscriber shall act reasonably and in good faith, based on objectively verifiable information;
- (d) Any requirement in the Standard Contractual Clauses for S&P to make a notification to the Subscriber shall be satisfied by providing notice in accordance with the service of notices provision of the S&P Services Contract, construed accordingly.
- (e) If S&P notifies the Subscriber of any concern in relation to S&P's ability to comply with the Standard Contractual Clauses (or the Subscriber notifies S&P of its wish to exercise its right to terminate under clause 16 of the Controller-to-Controller Standard Contractual Clauses or Controller-to-Processor Standard Contractual Clauses), the parties shall work together in good faith to resolve any issues and to use commercially reasonable endeavours to put in place such additional safeguards or steps that are reasonably required in order to allow Restricted Transfers to continue between them.
- (f) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost, unless otherwise agreed in writing.
- (g) If the Standard Contractual Clauses are amended or replaced, the parties shall take reasonable steps to timely put in place any amended or replacement version between them, as required by Data Protection Law.
- (h) In the event of a conflict between the Standard Contractual Clauses and the terms of this Appendix, or any existing data processing Appendix or comparable agreements or terms between the parties, the Standard Contractual Clauses shall prevail.

9. Miscellaneous

- (a) To the extent permissible by law, the terms of the S&P Services Contract and this Appendix shall also apply in relation to the Standard Contractual Clauses.
- (b) The Subscriber agrees and acknowledges that under no circumstances will the aggregate liability of the S&P Entity under this Appendix (including, where not prohibited by law, under the SCCS) exceed the applicable limit(s) of liability set out in the S&P Services Contract.
- (c) Subscriber agrees that any and all such claims, actions or proceedings shall be brought solely against the S&P Entity that executed the S&P Services Contract.