

## Data Protection Appendix

1. **This Appendix**: This Data Protection Appendix ("**Appendix**") shall be incorporated into and form part of the agreement ("**Agreement**") under which S&P Opco LLC (a subsidiary of S&P Dow Jones Indices LLC) or one or more of its affiliates ("**S&P**") provides Services to Subscriber. In the event of conflict with any other terms of the Agreement, the terms of this Appendix shall prevail. S&P may amend these terms at any time by providing notice to Subscriber, which may be sent via email, and any such amendments will be binding on Subscriber effective ten (10) days from the date of such notice.
2. **Definitions**: All words, terms or phrases defined in the Agreement shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European member state including where applicable the guidance and codes of practice issued by the relevant supervisory authority and/or all applicable analogous privacy laws of other countries;

"**controller**", "**joint controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" "**process**", and "**special category personal data**" shall have the meanings given in Applicable Data Protection Law, where these terms are not defined in the Applicable Data Protection Law, they shall have the meanings given to them in the GDPR;

"**Permitted Purpose**" means processing:

- A. by employees, officers, consultants, agents and advisors of S&P or its affiliates of Subscriber Data to: (i) provide secure password controlled access to Subscriber and/or Authorized Users for access to Services; (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 Services are accessed and used; (iv) communicate with Authorized Users regarding the Services and other products and services that may be of interest to them; (v) confirm, report and account for use of the Services to those third party licensors who provide content to such Services insofar as S&P is obliged in such regard by contract or law; and (vi) report and account for use of the Services to the Subscriber insofar as required by applicable law or regulation;
- B. of personal data by Subscriber to access and use the Services.

"**Standard Contractual Clauses**" means standard contractual clauses (adopted by **European Commission Decision 2004/915/EC on 27 December 2004**) for the transfer of personal data from data **controllers** in the EU to data **controllers** in jurisdictions outside the European Economic Area a copy of the current version of which is presently accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed to be incorporated into this Appendix by reference and within which the Subscriber is the "**Data Exporter**" and S&P is the "**Data Importer**"; and

"**Subscriber Data**" means personal data of data subjects such as Subscriber's employees, associates, contractors or partners, that is provided to S&P during the provision of the Services to Subscriber such as name, job title, name of employer, office e-mail address, office physical address, internet protocol address, office telephone number and language selection.

3. **Disclosure of data**: Each party will only disclose personal data to the other party to process strictly for the Permitted Purpose. Neither party will disclose special category personal data to the other party without the express written consent of the receiving party.

4. **Relationship of the parties:** The parties acknowledge that (i) Subscriber is a controller of the Subscriber Data it discloses to S&P, and (ii) S&P will process the Subscriber Data disclosed by Subscriber to S&P as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process Subscriber Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.
5. **Investigations:** Except where and to the extent prohibited by applicable law, each party ("Notifier") will inform the other promptly, and in any event within three (3) business days after any inquiry, communication, request or complaint relating to Notifier's processing of personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority; (ii) any data subject; or (iii) any other person or entity if such other person or entity is alleging unlawful or unauthorized processing.
6. **Security:** The parties shall implement appropriate technical and organizational measures to protect personal data processed under this Agreement for the Permitted Purpose from (i) accidental, unauthorised or unlawful destruction; and (ii) loss, alteration, unauthorised disclosure of, or access to the personal data.
7. **International transfers of Data outside the EEA:**
  - 7.1 S&P may process (or permit to be processed) any Subscriber Data transferred from the EEA to S&P and its affiliates in a territory outside of the EEA provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix. In applying and interpreting the Standard Contractual Clauses it is agreed that Annex A will apply and that Annex B thereto shall be populated as follows:-
    - (1) **Data Subjects to whom the personal data relates:**
      - (i) *Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and*
      - (ii) *persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.*
    - (2) **Purposes for which the data transfer is made:**  
*The Permitted Purpose*
    - (3) **Categories of personal data transferred:**  
*Subscriber Data*
    - (4) **Categories of recipients, to whom the personal data is transferred or disclosed**  
*Employees, officers, consultants, contractors, agents and advisors of the Data Importer and/or its affiliates and third parties, including public bodies, regulators and law enforcers, and those third party sources of content provided to the Services to the extent S&P is compelled to disclose Subscriber Data by contract, regulation, litigation or law.*
    - (5) **Sensitive data or categories of sensitive data to be transferred (special category personal data).**  
*Not applicable*
    - (6) **Contact Point for the Data Importer**  
[spdjiGDPR@spglobal.com](mailto:spdjiGDPR@spglobal.com)
  - 7.2 The parties agree that the following optional clauses to the Standard Contractual Clauses shall apply as between them:-  
  
*Each party shall perform its obligations under these clauses at its own cost.*
7. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P may continue to process the Subscriber Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

**END**