

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 all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice issued by any authority of competent jurisdiction as may be amended, superseded or replaced from time to time including (without prejudice to the generality of the foregoing), the EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**") and any 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, the California Consumer Privacy Act 2018, the GDPR as it forms part of domestic laws of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and the United Kingdom Data Protection Act 2018 and the South Africa Protection of Personal Information Act 4 of 2013.

"**Controller**" shall mean 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**" shall mean a person, public authority, agency or other body which processes personal data on behalf of the controller; "**data subject**" shall mean an identified or identifiable natural person; "**personal data**" shall mean any information relating to a data subject; "**process**" (and its derivatives) shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means; and "**special categories of personal data**" shall mean personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation .

"**Destination Jurisdiction**" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction.

"**Origin Jurisdiction**" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre.

"**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 and promote and tailor the Services in accordance with the results of such review; (iv) improve and develop S&P's Services, support and training; (v) communicate with Authorized Users regarding the Services and other products and services that may be of interest to them; (vi) 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; (vii) report and account for use of the Services to the Subscriber insofar as required by applicable law or regulation; (viii) anonymize personal data relating to Authorized Users; and (ix) as otherwise set out in S&P's Corporate Privacy Policy available at: <https://www.spglobal.com/en/privacy/privacy-policy-english>;

B. of personal data by Subscriber to access and use the Services.

"**Restricted Transfer**" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction.

"**Standard Contractual Clauses**" means the standard contractual clauses (as adopted by **European Commission Decision 2021/914 on 4 June 2021**) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council completed in the form available at: <https://www.spglobal.com/spdji/en/documents/legal/spdji-standard-contractual-clauses-subscription-sept-2021.pdf> and, as modified, as applicable, by the UK Addendum.

"**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, mobile telephone number, support and training interactions, usage tracking information including online identifiers and tracking and language selection (and excludes special category personal data as defined by the GDPR).

"**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S199A(1) Data Protection Act of 2018, effective March 21, 2022, completed in the form available at: <https://www.spglobal.com/spdji/en/documents/legal/spdji-client-agreements-uk-addendum-2022-08-17.pdf>.

3. **Disclosure of data:** Each party will only disclose personal data to the other party to process strictly for the Permitted Purpose. Subscriber confirms that it is entitled to provide Subscriber Data to S&P for the Permitted Purpose and that all Subscriber Data provided to S&P is accurate and up to date.
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. **Notifications:** Except where and to the extent prohibited by applicable law, each party ("Notifier") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of personal data transferred by the other party to the Notifier under this Agreement which is received from: (i) any governmental, regulatory or supervisory authority; (ii) any data subject; or (iii) any other person or entity, alleging unlawful or unauthorized processing of that personal data.
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:**
 - 7.1 S&P may process (or permit to be processed) any Subscriber Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Subscriber Data provided that it does so in accordance with Applicable Data Protection Law.
 - 7.2 To the extent that the Subscriber is subject to Applicable Data Protection Law the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers

by the Subscriber (as data exporter) to S&P (as data importer); (ii) be deemed to be populated with the details of the Subscriber (including any current and future Affiliates) as set out on any Pricing Schedule and/or Services Attachment; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by the Subscriber or any of its Affiliates executing any relevant Pricing Schedule and/or Services Attachment. By entering into any Pricing Schedule and/or Services Attachment for itself and on behalf of its Affiliates, the Subscriber agrees and acknowledges that it also enters into the Standard Contractual Clauses for itself and on those Affiliates' behalf.

7.3 To the extent that the Standard Contractual Clauses apply between S&P and the Subscriber:

- (a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires;
 - (b) Where a transfer of Subscriber Data is subject to Applicable Data Protection Law of the United Kingdom, the Standard Contractual Clauses shall be interpreted as modified by the UK Addendum;
 - (c) The Subscriber shall provide all Authorized Users with the information required pursuant to clause 8.2(a) of the Standard Contractual Clauses by ensuring that Authorized Users are made aware of S&P's Corporate Privacy Policy, which is available online at: <https://www.spglobal.com/en/privacy/privacy-policy-english>;
 - (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 Agreement;
 - (e) To the extent permissible by law, the terms of the Agreement and the relevant Pricing Schedule and/or Services Attachment, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses;
 - (f) The Subscriber agrees and acknowledges that S&P has provided it with relevant information for the purposes of clause 14(c) of the Standard Contractual Clauses;
 - (g) The Subscriber shall provide S&P with a copy of its assessment under clause 14(b) of the Standard Contractual Clauses within one week after being so requested in writing by S&P;
 - (h) In making any assessment as to whether S&P can comply with the Standard Contractual Clauses, the Subscriber shall act reasonably and in good faith, based on objectively verifiable information;
 - (i) 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 Standard Contractual Clauses, the parties shall work together in good faith to resolve any issues and to use best endeavours to put in place such additional safeguards or steps that are reasonably required in order to allow Restricted Transfers to continue between them;
 - (j) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and
 - (k) If the Standard Contractual Clauses are amended or replaced, the parties shall take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.
8. **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.

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