Google Analytics 4 License and Services Agreement

This Google Analytics 4 License and Services Agreement ("**Agreement**") is effective as of the date shown below ("**Effective Date**") by and between Cardinal Path (as further identified below) and the Client named in the table below ("**Client**"). This Agreement governs Cardinal Path's provision to Client of the Google Analytics 4 ("**GA4**") services and related products and services, as further described in a separate Order Form ("**Services**").

Agreement Effective Date:	October 01, 2023
Cardinal Path:	Cardinal Path LLC, 515 N. State St., 22nd Floor, Chicago, IL, 60654 United States
Client's Legal Name:	S&P Global Inc.
Client Address:	55 Water Street, New York, NY 10041
Incorporated Exhibits	Exhibit I – Scheduled Affiliates

In consideration of the foregoing, the parties agree as follows:

1   Definitions.

    (a) "**Ads**" means advertising content.

    (b) "**Affiliate**" means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party.

    (c) "**Beta Feature**" means any Service feature that is expressly identified as "Beta", "Alpha", "Experimental" or "Pre-Release" or that is otherwise expressly identified as unsupported. Notwithstanding anything to the contrary in this Agreement, Cardinal Path will have no liability (including in respect of indemnification obligations) arising out of or related to any Beta Features.

    (d) "**Beta Test**" means Client's use of a Beta Feature(s) for the purpose of testing the usability and functionality of that Beta Feature(s). For purposes of clarification, (i) in no event will Client be obligated to participate in any Beta Test, and (ii) Client's use of a Beta Feature for purposes other than testing the usability and functionality of that Beta Feature will not be deemed a Beta Test with respect to that Beta Feature.

    (e) "**Billable Event**" means all Events sent to Google Analytics except for the *user_engagement* event and hidden system events.

    (f)   "**Confidential Information**" means information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential (<u>e.g.</u>, product or business plans), but does not include information that (i) was rightfully in the recipient's possession prior to the disclosure and had not been obtained by the recipient either from the disclosing party or a third party known to be under an obligation of confidentiality to the disclosing party , (ii) is or becomes generally known or available to the public through no act or omission of the recipient in breach of this Agreement, or was independently developed by the recipient without reference to the discloser's confidential information.

    (g) **"Client Data"** means the following: (a) with respect to Analytics 360, the data collected through use of an OSCI and then processed by Analytics 360; (b) with respect to Tag Manager 360, data concerning

the volume and frequency of Client's code (e.g., HTML) or web beacons (e.g., pixel tag, clear GIF) served via a Tag Container.

(h) "**Event**" means the base unit of measurement that is sent to the Google Analytics service for processing, which may include but is not limited to a page view, a transaction, or a call to the Google Analytics

(i) system by an OSCI.

(j) "**GA Property**" or "GA Properties" means the collection of Google Analytics settings and information associated with the same Google Analytics Property ID to which Events are sent from a Property or collection of Properties.

(k) "**Google Marketing Platform Home**" means the Google Marketing Platform user interface through which Client can access certain suite-level services and functionality.

(l) "**Google Marketing Platform Services**" means the shared digital service that is re-sold by Cardinal Path to Client and provided by Google, LLC.

(m) "**Mobile SDK**" means a mobile operating system software development kit made available by Google that developers may use in an application to send Events to the Google Analytics service. For purposes of clarification, a Mobile SDK is an OSCI.

(n) "**Order Form**" means an order form or schedule to this Agreement that sets forth pricing and other terms with respect to a particular Service.

(o) "**OSCI**" means an "Officially Supported Client Interface", which is a mechanism made available by or supported by Google that can be used to send Events to the Google Analytics service.

(p) "**Property**" means any web page, application, or other property that uses an OSCI to send data to the Google Marketing Platform Service through Client's account. Properties will be deemed Target Sites for purposes of the Google Marketing Platform Service. For purposes of clarification, all applicable obligations relating to Target Sites under the Agreement will apply to Properties.

(q) "**Report**" means the resulting analysis shown at www.google.com/analytics (or any other URL Google may provide from time to time).

(r) "**Roll-Up Event**" means an Event received and processed by a Roll-Up Property.

(s) "**Roll-Up Property**" means a Property that receives and processes Event-level data sent to it from one or more other Properties.

(t) "**Scheduled Affiliate**" means an Affiliate of Client set forth on Exhibit I attached hereto.

(u) "**Search Engine Site**" means a web site of a search engine.

(v) "**Shared GA Data**" means Client's data that is shared between the Google Analytics service and the Google Optimize service as necessary to provide the Google Optimize service. Such data will be limited to data from Google Analytics accounts associated with the GA Properties that Client or Client links (or has linked on its behalf) to the Optimize 360 service.

(w) "**Subcontractor**" means, with respect to a party, a subcontractor, consultant, third-party service provider or agent engaged by such party in connection with its use or provision of Services, both of which are permitted under this Agreement and the Order Forms.

(x) "**Sub-Property**" means a Property which receives and processes Event-level data representing a subset of data from another Property.

(y) "**Tag**" means code (e.g., HTML) or a web beacon (e.g., pixel tag, clear GIF) that requests the delivery of an Ad or tracks an Ad impression or click.

(z) "**Tag Container**" means the code delivered through Tag Manager 360, through which Client may serve multiple code (e.g., HTML) or web beacons (e.g., pixel tag, clear GIF) on one or more Properties.

(aa) "**Target Sites**" means properties on which an Ad is served (i.e., web sites, consent-based email publications and software applications; provided that such software applications (A) provide clear and conspicuous notice about functionality of importance to the user, (B) obtain informed consent from the user prior to download, (C) provide an easy-to-use uninstall to the user and (D) allow the users to maintain control over their computing environment). Ads may be served hereunder only to Target Sites.

(bb) "**TSSG**" means the technical support service guidelines for the Google Marketing Platform Service set forth at http://www.google.com/analytics/premium/reseller-tssg.html (or such other URL as may be provided by Google), which Google may update from time to time.

(cc) "**Visitor**" means a visitor to a Target Site or a Search Engine Site, as applicable.

2 Services and Obligations.

(a) The parties agree that Cardinal Path is an authorized reseller of the Google Marketing Platform Services and will provide the Services according to the terms of this Agreement. Each party hereby represents and warrants that it has all necessary rights and authority (i) to enter into this Agreement and each Order Form and (ii) to perform its obligations hereunder and thereunder.

(b) This Agreement incorporates by reference and is subject to the general Google Platform Services Terms and Conditions ("Platform Terms") available at https://www.google.com/intl/en_us/doubleclick/platform/terms.html and the Google Marketing Platform Analytics Service Specific Terms ("Analytics Service Specific Terms") available at https://www.google.com/intl/en_us/ads_platforms/gmp/analytics/terms.html (each as updated by Google from time to time and, collectively, the "Terms").

(c) Client's use of Services hereunder is subject to applicable Google Platforms Program Policies available at http://support.google.com/platformspolicy (as updated by Google from time to time, "Policies").

(d) Client will: (i) be solely responsible for all use of Services hereunder (including without limitation trafficking Ads and implementing Tags), soliciting Target Sites, all inquiries relating to Ads, and the content of all Ads; (ii) obtain all rights necessary to use the data derived from the use of Services hereunder; and (iii) use Services in compliance with Client's agreements with third parties (including, without limitation, Target Site owners and advertisers).

(e) Client's Affiliates may receive Services under this Agreement if set forth on Exhibit I attached hereto. Client may amend that Exhibit I to add or remove Affiliates, effective as of the first day of a month, upon 30 days' prior notice to Cardinal Path, subject to Cardinal Path's written consent (not to be unreasonably withheld or delayed).

(f) If Google, in its sole discretion, provides Cardinal Path with notice of its updates to the Terms and Policies and if Google permits Cardinal Path to disclose updates prior to their becoming public, Cardinal Path will provide Client with notice of such updates.

3 Payment.

(a) Client will pay Cardinal Path the fees (other than fees disputed in good faith) listed in the Order Forms and addenda, and any approved third party expenses, including travel, within forty-five (45) days of the invoice date ("Payment Due Date"), in U.S. dollars, and by wire transfer, check or other means expressly agreed to in writing by the parties. Any disputes shall be communicated in writing to Cardinal Path within forty-five (45) days of invoice receipt.

(b) If, for any reason, Cardinal Path reasonably believes that Client will not be able to meet its financial obligations under this Agreement, Client agrees to arrange for suitable financial assurances to be made to Cardinal Path. If such assurances are unavailable or are, in Cardinal Path's reasonable opinion, not sufficient to meet the commitments under this Agreement, then Cardinal Path shall be entitled to require Client pre-pay fees and expenses and suspend further performance (including incurring any obligations to third party vendors).

(c) Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). If Client fails to pay fees invoiced by Cardinal Path within ten (10) days following the Payment Due Date, Cardinal Path may suspend each applicable Service on five (10) days' prior notice (email acceptable) to Client.

(d) Charges are exclusive of taxes. Client will pay all taxes and other government charges (except for taxes on Cardinal Path's income), and reasonable expenses and outside attorneys' fees Cardinal Path incurs in collecting late payments that are not disputed in good faith.

4   Data.

(a) The Google Ads Data Processing Terms available at https://business.safety.google/adsprocessorterms/ are incorporated into this Agreement and Cardinal Path, to the extent personal data is provided as permitted under this Agreement, will process any personal data pursuant to the terms of the Google Ads Data Processing Terms. Client shall be responsible for notifying Cardinal Path in advance in writing (email acceptable) if it expects to collect personal data through the Services hereunder.

(b) To the extent that Client requires Cardinal Path to process personal information that is subject to applicable state privacy laws, the following terms will apply: https://business.safety.google/adsprocessorterms/usaprivacy/.

(c) As between Client and Cardinal Path, Client will own all data derived from its use of Services; provided that Cardinal Path may use and disclose such data solely (i) as aggregate Service statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Client or Target Sites, (ii) to provide Services and enforce its rights under this Agreement (it being understood and agreed that Client's non-aggregated data will not be used or disclosed to any third party by Google or Cardinal Path except as otherwise expressly permitted by this Agreement or the applicable Order Form without Client's written consent, and (iii) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Client and using commercially reasonable efforts to provide Client with the opportunity to seek a protective order or the equivalent at Client's expense).

(d) If Client is participating in a Beta Test, Cardinal Path, in addition to its rights set forth above, and Google may use and disclose such data, and all results and feedback from the Beta Test, for any purpose as long as Cardinal Path and Google do not disclose results to third parties in such a manner as would identify or reasonably be expected to identify Client without Client's prior written consent.

(e) Retrieval and/or provision to Client of event-level data or archived reporting data derived from Client's use of Services may result in additional fees hereunder based on storage and service costs.

5   Confidentiality.

The recipient may use Confidential Information only to exercise its rights and fulfill its obligations under this Agreement and must use at least the same degree of care to safeguard and prevent disclosure of the other Party's Confidential Information, provided that it must use at least a commercially reasonable degree of care, and shall oblige their employees and others working for them to comply with the provisions of this Agreement. The recipient will not disclose Confidential Information, except to employees and Subcontractors who need to know it to perform as permitted by this Agreement and who are obligated to keep it confidential. No party may disclose the terms of this Agreement (including, for purposes of clarification, the pricing terms of any Order Form) to a third party without prior written consent of the other party, except (a) to its professional advisors under a duty of confidentiality, (b) for purposes of enforcing its rights under this Agreement and (c) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to the discloser and using commercially reasonable efforts to provide the discloser with the opportunity to seek a protective order or the equivalent at the discloser's expense).

6   Privacy; Prohibited Acts.

(a) Cardinal Path will provide, and Client will use Services under this Agreement in compliance with all applicable laws, rules, regulations, and sanctions programs, including without limitation applicable Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance).

(b) Client will contractually require its customers whose websites Client is hosting to ensure that a Visitor is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Visitor's device where such activity occurs in connection with the Services and where providing such information and obtaining such consent is required by law.

(c) Client will contractually require its customers whose websites Client is hosting to ensure that each of its web sites contains a privacy policy that (a) discloses the usage of third-party technology and the data collection and usage resulting from the Services and (b) complies with all applicable privacy laws, rules, and regulations.

(d) Client will contractually require its customers whose websites Client is hosting to ensure that each of its Target Sites that is a consent-based email publication contains a conspicuous link to a privacy policy that (a) discloses the usage of third-party technology and the data collection and usage resulting from the Service and (b) complies with all applicable laws, rules and regulations.

(e) Client will not, and will not assist or knowingly permit any third party to, (i) pass information to Cardinal Path or Google that Cardinal Path or Google could use or recognize as personally identifiable information; (ii) misappropriate any part of a Service or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of Services or any part of a Service; (iii) damage or tamper with any part of a Service; (iv) knowingly breach or attempt to breach any Cardinal Path or Google security measure; or (v) provide Cardinal Path or Google any Ad that when viewed or clicked on by a Visitor causes such Visitor's computer to download any software application or is otherwise illegal.

6   **Disclaimers and Limitation of Liability.**

(a) EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM.

(b) NO PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE.

(c) EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S INTENTIONAL MISCONDUCT AND CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO A PARTICULAR ORDER FORM WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO CARDINAL PATH BY CLIENT WITH RESPECT TO SUCH ORDER FORM DURING THE 12 MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE, WHICH SHALL NOT INCLUDE FEES COLLECTED BY CARDINAL PATH ON BEHALF OF ANY THIRD PARTY.

7   **Indemnification.**

(a) Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party and its officers, directors, employees and agents (each, an "Indemnified Party") from all third-party claims or liabilities (including without limitation reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to the Indemnifying Party's infringement of a third party's U.S. patent, trademark, trade secret or copyright in connection with (i) with respect to Cardinal Path, the Services, to the extent Cardinal Path is indemnified by Google, LLC for the claim, and (ii) with respect to

Client, the creative, technology, data or other materials provided by Client to Cardinal Path or Google or otherwise provided and utilized by Client in connection with the Services hereunder (the indemnification obligation of each party described in this clause, the "IP Infringement Obligation"). The previous sentence states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim arising out of the Indemnifying Party's breach of this Agreement or intellectual property infringement.

(b) Cardinal Path's and Google's IP Infringement Obligation will not apply to claims to the extent arising from Client's use of the Service if the use violates this Agreement or the combination, operation or use of the Service with any product or service not provided or authorized in writing by Cardinal Path or Google. If a Service becomes or in Cardinal Path's or Google's reasonable opinion is likely to become the subject of an intellectual property infringement claim, then Cardinal Path will promptly notify Client and, at its sole option and expense, may either: (i) procure the right to continue providing the Service as contemplated by this Agreement; (ii) modify the Service to render it non infringing (provided that modification does not adversely affect use of the Service); or (iii) replace the Service with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each party will have the right to terminate each affected Order Form.

(c) In addition to the indemnification obligations provided herein, Cardinal Path will provide to Client the benefit of all indemnities granted to Cardinal Path by Google in connection with any Services.

(d) The Indemnified Party must (i) promptly notify the Indemnifying Party in writing of the third-party claims (provided that failure of the Indemnified Party to promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations except to the extent Indemnifying Party's ability to defend an applicable claim is materially prejudiced by the failure); (ii) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's cost, in the defense of the matter and (iii) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may at its expense join in the defense with counsel of its choice. The Indemnifying Party may enter into a settlement only if it involves only the payment of money damages by the Indemnifying Party and includes a complete release of the Indemnified Party; any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed).

8 Term.

(a) Unless earlier terminated, this Agreement will remain in effect until six (6) months after all Order Forms have terminated.

(b) A party may terminate an Order Form immediately on notice to the other party that it is in material breach of this Agreement with respect to such Service; provided that (i) if the breach is capable of cure, the breaching party will have thirty (30) days from the notice date to cure the breach to the non-breaching party's reasonable satisfaction; and (ii) Cardinal Path may immediately suspend the provision and use of any or all Services under the Order Forms on notice to Client if Client breaches any of its obligations under Section 6.

(c) Notwithstanding termination of this Agreement or suspension of Services, any provisions of this Agreement that by their nature are intended to survive, will survive termination or suspension.

(d) Client shall pay Cardinal Path any and all fees due under the applicable Order Form through the effective date of termination.

9 Miscellaneous.

(a) This Agreement is governed by New York law, excluding its choice of law rules.

(b) No party may assign or transfer any part of this Agreement without the written consent of the other party, except that Cardinal Path may assign or transfer to any of its Affiliates or successor of Cardinal Path or pursuant to a merger, consolidation, reorganization, or sale of all or substantially all of the assets of the business to which this Agreement or any Order Form. Any other attempt to transfer or assign is void.

(c) Nothing in this Agreement will limit a party's ability to seek equitable relief.

(d) This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

(e) In the event that, as of the date hereof, there is an effective master services agreement or other titled master agreement for services between Cardinal Path and Client ("MSA"), then this Agreement will supersede the MSA and all attachments thereto, and all effective statements of work under the MSA or any attachment will remain in effect and will be governed by this Agreement and the relevant Order Forms hereto, if any.

(f) All notices must be in writing (email permitted). Notice will be deemed given when delivered. All amendments hereto must be executed by both parties and expressly state that they are amending this Agreement.

(g) Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

(h) Each party is liable for the acts and omissions of its Subcontractors.

(i) There are no third-party beneficiaries to this Agreement.

(j) The parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

(k) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of an Order Form, the terms and conditions of the Order Form will govern.

(l) Neither party will be liable for any acts or omissions resulting from circumstances or causes beyond its reasonable control.

(m) Client may not resell any of the Services, GA4 Services, or related products or services.

(n) The parties may execute this Agreement in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

(o) In the event of any material changes to applicable law or industry self-regulatory guidelines, either party may suspend or terminate the impacted part of the services or deliverables upon reasonable notice to the other party, or the parties may change the terms related to the impacted part of the services or deliverables upon mutual written agreement.

(p) While this Agreement is in effect, Cardinal Path shall maintain the insurance policies and related terms as set forth in Exhibit II.

AGREED AND ACCEPTED BY:

By:	CARDINAL PATH LLC	By:	S&P Global Inc
Signature:	DocuSigned by: *Corey koberg* FC7015A3990343D...	Signature:	DocuSigned by: *Mario Washington* BB1B043CCF3D4C6...
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

Exhibit I   Scheduled Affiliates

Dated as of October 01, 2023

Client Affiliates authorized to engage in an Order Form with Cardinal Path included:

S&P Global Inc.

This Exhibit I supersedes any Exhibit I to the Agreement dated prior to the date set forth above.

Exhibit II   Insurance

While this Agreement is in effect, it is agreed that Cardinal Path shall, at its sole cost and expense, secure and maintain the following insurance to protect Client and each of its respective officers, directors, members, partners, agents and employees from claims that may arise from Cardinal Path obligations under this Agreement.

Professional Liability/Errors & Omissions/Cyber-risk: Minimum limits of liability in the amount of at least $5 Million each claim covering damages arising out of or connected with the negligent acts, errors or omissions of Cardinal Path in the performance of professional services under this Agreement. This policy shall cover infringement of intellectual property (trademarks, copyrights, trade dress), any invasion or infringement of, or interference with the right of privacy or other legal protections for personal information, or misstatement or misleading statement, network risks (including breaches of computer security, transmission of malicious codes, breaches of privacy and breaches of data security).

The limits of insurance stated above for each type of insurance are minimum limits only; in the event that any policy provided by the Cardinal Path provides limits greater than those stated above, then the Additional Insureds will be entitled to the full limits of such policy and this Agreement shall be deemed to require such full limits. Cardinal Path shall be responsible for all deductibles under its policies and all defense costs in the event that its policies do not cover such expenses. All contractors and subcontractors used by the Cardinal Path to provide services under this Agreement shall be required to comply with the insurance requirements.

Certificates of Insurance and applicable endorsements shall be delivered prior to the commencement of work and, within 10 days after renewal of each policy and in accordance with the terms and conditions of this Agreement.

All insurance required by this Agreement shall be issued by carrier(s) with an AM Best Rating of A- IX or better. The Cardinal Path, and subcontractor if applicable, shall provide that no less than (30) thirty days prior written notice to Client's business contact and its subsidiaries in the event of material alterations to, or cancellation/non-renewal of the coverage. Certificates of insurance and cancellation/non-renewals notices should be sent to: S&P Global Buying Center at Contracts.Helpdesk@spglobal.com. Client, its subsidiaries, and affiliates have no obligation to either review or monitor the certificates to ensure that they are in compliance with the insurance requirements listed above. The carrying of insurance described herein shall in no way be interpreted as relieving the Cardinal Path of any responsibility or liability under this Agreement.

If any policy is a claims-made policy, the retroactive date must be no later than the effective date of the Agreement. Any claims-made policy needs to be maintained during the term of the Agreement and for at least three (3) years following termination or expiration of this Agreement. If a claims-made policy is terminated and is not replaced with a policy that affords coverage for term of this Agreement, the Cardinal Path, at its sole expense, must purchase an extended reporting provision for at least three (3) years from the termination of this Agreement.