

**ORDER SCHEDULE NUMBER 1  
TO MASTER INFORMATION ACCESS AGREEMENT**

This Order Schedule (“**Order Schedule**”) entered into by and between **S&P Global Inc.**, on behalf of itself and its Affiliates (“S&P”), and PROVIDER (as set forth below), is issued pursuant to, and incorporates herein, the Master Information Access Agreement by and between S&P and PROVIDER, dated as of the Effective Date set forth below (“**Agreement**”). Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

- |  |  |
|--|--|
| 1. PROVIDER:   | Accretive Capital LLC, d/b/a<br><b>BENZINGA.COM</b>  |
| 2. Effective Date of the Agreement:                              | __August 4, 2023__   |
| 3. Commencement Date of this Order Schedule:                     | __ September 30, 2023__  |
| 4. Billing Commencement Date of this Order Schedule:             | <u>Per Annex C once any customer has entered into a written agreement with S&amp;P for receipt and use of the PROVIDER Services</u><br><u>1 year</u> |
| 5. Initial Term:   | See Annex A  |
| 6. Description and Delivery Specifications of PROVIDER Services: |  |
| 7. Scope of Use:   | See Annex B  |
| 8. Fees and Charges:   | See Annex C  |
| 9. Service Level Agreement:                                      | See Annex D  |
| 10. S&P and PROVIDER Contact Lists:                              | See Annex E  |
| 11. Notice (pursuant to Section 15. K. of the Agreement):        |  |

Notice to PROVIDER:  
Benzinga.com  
1 Campus Martius, Suite 200  
Detroit, Michigan 48226

Notice to S&P:  
As set forth in the Agreement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: licensing@benzinga.com

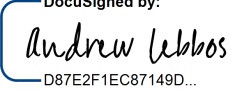
This Order Schedule supersedes all previous agreements between the parties with respect to its subject matter. The undersigned acknowledges that he/she is authorized to execute this Order Schedule on behalf of PROVIDER and S&P, as appropriate. The signatures below are evidence of each party's agreement to be bound by the terms and conditions specified in this Order Schedule and the

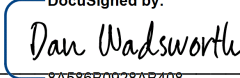
Agreement, which shall be incorporated herein by reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Order Schedule as of the Commencement Date first above written.

**PROVIDER**

**S&P Global Inc.**, on behalf of itself and its Affiliates

By:  DocuSigned by:  
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By:  DocuSigned by:  
8A586B0928AB408...

Name: Andrew Lebbos

Name: \_\_\_\_\_

Title: VP of Licensing

Title: \_\_\_\_\_

Date: 9/28/2023

Date: \_\_\_\_\_

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New\_York

## ANNEX A DESCRIPTION AND DELIVERY SPECIFICATIONS OF THE PROVIDER SERVICES

### DESCRIPTION OF PROVIDER SERVICES

Name and Description: Benzinga Company Logos, US and Canada  
Updated Description found at <https://www.benzinga.com/apis/cloud-product/company-logo-api/>

Data fields are subject to change based on MIAA section 7E VI (Representations & Warranties).

#### **Data that will be delivered**

```
{
  "ok": true,
  "data": [
    {
      "id": "string",
      "search_key": "string",
      "files": {
        "logo_dark": "string",
        "logo_light": "string",
        "logo_vector_dark": "string",
        "logo_vector_light": "string",
        "mark_composite_dark": "string",
        "mark_composite_light": "string",
        "mark_dark": "string",
        "mark_light": "string",
        "mark_vector_dark": "string",
        "mark_vector_light": "string"
      },
      "created_at": "string (RFC3339/ISO8601)",
      "updated_at": "string (RFC3339/ISO8601)"
    }
  ]
}
```

PROVIDER Trademarks (trademarks, service marks, logos, internal domain names, etc.): Accretive Capital LLC, a Delaware limited liability company d/b/a **BENZINGA.COM** (“Benzinga”)

### DELIVERY SPECIFICATIONS

1. File Format: PNG, SVG
2. Delivery Method: API
3. Delivery Addresses: TBD
4. Delivery Times: By API Request
5. Delivery Frequency/Recurrence: By API Request (no more than once per second)

## **ANNEX B SCOPE OF USE**

S&P shall be permitted to (i) incorporate the PROVIDER Services into existing and/or successor S&P Products and Services (as defined below), (ii) externally display the PROVIDER Services to users of existing and/or successor S&P Products and Services and (iii) create Derivative Works, and (iv) research and development purposes.

**Description of how the PROVIDER Services are to be used /distributed via the Licensee Product. Any other use requires written approval from PROVIDER.**

- PROVIDER Services can be included in custom websites, customer websites, applications, mobile sites, or API distribution for individually licensed customers only. S&P may combine or bundle PROVIDER Services with its other services.

## ANNEX C FEES AND CHARGES

1. Fees: In accordance with the payment terms set forth herein, S&P will pay to Benzinga for use of the PROVIDER Services for each Customer as follows. User numbers are assessed upon signing and are reviewed at the end of each term. For the avoidance of doubt, all customer pricing for the PROVIDER Services shall be set solely by S&P:

Customer # Users	Monthly Fee paid to Benzinga
0-50,000	US \$700
50,001-250,000	US \$1750
250,001-1M	US \$3150
1M+	US \$4690

2. **Reporting**

- a. S&P will provide a quarter-end report detailing the Fees due to Provider for each customer, if any.
- b. Quarter-end reports will be delivered by S&P by the end of the month following the quarter end.

3. **Payment Terms:**

- a. Payment frequency/recurrence: Quarterly
- b. Payment will be made in arrears.
- c. Payment shall be due within sixty (60) days of S&P's receipt of a valid invoice from PROVIDER.

4. Invoices. All invoices for the Fees shall (a) be in English, (b) reference the applicable PROVIDER Services, (c) reference the Term dates for which the Fees are due, (d) reference the Commencement Date of this Schedule, and (e) be delivered to: [CARMInvoices@spglobal.com](mailto:CARMInvoices@spglobal.com). All invoices shall be addressed to the following S&P entity:

## ANNEX D

### SERVICE LEVEL AGREEMENT

#### A. Scope of PROVIDER Services

This Service Level Agreement ("SLA") relates to the PROVIDER Services as defined in Annex A of this Order Schedule.

#### B. Responsibilities of the PROVIDER

1. **Timeliness & Accuracy.** PROVIDER's timely and accurate provision of the PROVIDER Services is of the essence of this SLA. PROVIDER shall deliver the PROVIDER Services to S&P in accordance with the following delivery schedule: [daily].
2. **Refresh Updates.** PROVIDER shall provide S&P with periodic refresh updates of the PROVIDER Services on a [daily] basis. Each update will serve to provide any data required to synchronize the S&P Products & Services with the current PROVIDER Services at the time of fulfillment.
3. **Notice of Outages.** S&P will be contacted immediately whenever a service outage occurs which impacts S&P's access to and/or receipt of the PROVIDER Services by **[access to service dashboard and email]**. S&P may also report service outages to PROVIDER's technical support department. Status updates will be provided during the outage. S&P is encouraged, but not required, to report service outages to PROVIDER's technical support department. Status updates will be provided regarding the outage.
4. **Changes to Delivery Format.** PROVIDER shall provide at least ninety (90) days prior written notice of delivery format changes. Any such notice shall include specifications of the change(s), a sample file reflective of the exact change(s) and the format to be implemented, as well as details of the available content on this new format.
5. **Uptime Standard.** PROVIDER will maintain the hardware and network/communications interface necessary for the PROVIDER Services to be available for delivery to, and/or access by (as applicable to the S&P Products & Services and the delivery method(s) applicable thereto) S&P and/or S&P's designated Service Facilitator from a server maintained by PROVIDER for a minimum of 99.98% of the time during any month ("Uptime Standard"). Scheduled maintenance is exempted from the Uptime Standard determination.
6. **Responsive Customer Service.** PROVIDER shall provide timely and responsive customer service for the PROVIDER Services. PROVIDER's customer service shall be accessible to S&P on a priority basis from [8am-6pm Eastern Time Zone] by contacting [Benzinga Licensing Department, [logos@benzinga.com](mailto:logos@benzinga.com), 877-440-9464x3]. A customer service escalation contact list for PROVIDER

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has included in Section C below and shall be completed by PROVIDER prior to execution of the Agreement. PROVIDER shall respond in a timely manner to all support inquiries from S&P.

7. **Data Quality Issues / Severity Level Determination Process.** PROVIDER has problem management processes in place to facilitate effective prioritization and analysis of all incidents affecting its production systems. Every data quality issue reported by S&P is evaluated by PROVIDER's customer care staff personnel to make a severity level determination (i.e., to determine how to categorize and assign the particular issue for the quickest possible resolution) and respond accordingly. In addition to the remedies set forth herein and the Agreement, upon receipt of notice of an error or outage or notice that delivery of the PROVIDER Services does not conform to agreed-upon specifications set forth in this SLA, corrective action shall be commenced within the time periods specified below following notification and diligently pursued thereafter.

Priority	Description	Response Time
High	Department Head: Andrew Lebbos – 734-819-4476 andrewlebbos@benzinga.com	[24] hours
Medium	partners@benzinga.com	[24] hours
Low	logos@benzinga.com	[24] hours

8. **Timely Alerts & Notices / Appropriate Monitoring.** PROVIDER will send S&P appropriate and timely advance alerts and notifications promptly after it becomes aware of any issue and/or problem related to any of the following: service availability, performance, response time, or stoppage. PROVIDER shall conduct appropriate monitoring of the PROVIDER Services to ensure quality of service. All such alerts and notices shall be sent to the data.solutionspoc@ihsmarkit.com and [CARMVendorNotices@spglobal.com](mailto:CARMVendorNotices@spglobal.com) contacts listed on the S&P contact list in Annex D.
9. **Incident and Problem Management Process.** PROVIDER will provide for an incident and problem management process when incidents are reported by S&P or discovered by PROVIDER. This process should provide for the incident description, root cause, root cause analysis, short-term fix (if applicable), planned resolution, and steps taken to avoid repeat of any problems. All such alerts and notices shall be sent to the data.solutionspoc@ihsmarkit.com and

[CARMVendorNotices@spglobal.com](mailto:CARMVendorNotices@spglobal.com). ] listed on the S&P contact list in Annex D.

10. **Data Governance Process.** This section lays out the decision-making structure, alignment processes, and communication points which will enable a more effective approach for developing and implementing strategies to ensure the best possible quality and monitor how well those strategies are performing.

a. Collaborative Engagement Team

- i. This team will drive the tactics towards executing the strategic objectives for data quality.
- ii. The team will consist of resources from both S&P and PROVIDER as identified by each organization.
- iii. The team will meet at least bi-weekly or as deemed appropriate based on priorities.
- iv. The initial responsibility of this team will be to create a mutually agreed-upon framework, including decision-making protocols, roles and responsibilities, operational guidelines, and result measures. This data governance model must be completed within 90 days from execution of the Agreement.

Additionally, PROVIDER will provide the following activities to address S&P's concerns regarding possible systematic data issues in an ongoing manner:

- Managing S&P issues related to systemic or source feed data errors through to resolution;
- Providing guidance in working through data ingestion issues;
- Holding weekly data governance meetings to discuss any additional concerns around data element and feedback on data element; and
- Capturing business need that stems from data element and discussing next steps with strategy and business.

C. PROVIDER Escalation Path

1 <sup>st</sup> Level Escalation	<a href="mailto:logos@benzinga.com">logos@benzinga.com</a>	(877) 440-9464x3
2 <sup>nd</sup> Level Escalation	<a href="mailto:partners@benzinga.com">partners@benzinga.com</a>	(877) 440-9464x3
3 <sup>rd</sup> Level Escalation	Department Head: Andrew Lebbos <a href="mailto:andrewlebbos@benzinga.com">andrewlebbos@benzinga.com</a>	734-819-4476



D. Other SLA Terms

E. Fee Reduction/Crediting For Unsatisfactory Delivery / Non-Compliance

In addition to all other rights and remedies available to S&P at law or in equity, S&P reserves the right to reduce the fees owing (or apply a credit applied to future fees where such fees have been paid in advance) by an amount equal to the annual fees for any particular PROVIDER Service(s) divided 365 for any day or portion thereof where such particular PROVIDER Service(s) was/were not delivered to S&P for any reason not attributable to S&P, including but not limited to a force majeure event.

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New\_York

**ANNEX E**  
**S&P and PROVIDER Contact List**

S&P and PROVIDER shall notify each other by email whenever contacts change.

**1. PROVIDER Contacts**

Priority Level	Name	Business Area	Telephone	E-mail
1	<b>Licensing</b>	Data	(877) 440-9464x3	<b>partners@benzinga.com</b>
1	<b>Andrew Lebbos</b>	Business Contact	<b>734-819-4476</b>	<b>andrewlebbos@benzinga.com</b>
1	<b>Thomas Cotter</b>	Technical Contact	<b>517-803-0494</b>	<b>thomascotter@benzinga.com</b>
1	<b>Ligia Kennedy</b>	Billing	<b>586-201-8031</b>	<b>ligia@benzinga.com</b>

**2. S&P Contacts**

Priority Level	Business Area	E-mail
1	Data	<a href="mailto:data.solutionspoc@ihsmarkit.com">data.solutionspoc@ihsmarkit.com</a>
1	Business Contact	<a href="mailto:Samantha.Zacharias@spglobal.com">Samantha.Zacharias@spglobal.com</a> <a href="mailto:CARM@spglobal.com">CARM@spglobal.com</a>
1	Technical Contact	
1	Billing	<a href="mailto:CARMInvoices@spglobal.com">CARMInvoices@spglobal.com</a> <a href="mailto:Samantha.Zacharias@spglobal.com">Samantha.Zacharias@spglobal.com</a> <a href="mailto:Deborah.Ciervo@spglobal.com">Deborah.Ciervo@spglobal.com</a>