

## Google Analytics 4 License & Services Order Form

This Google Analytics 4 License & Services Order Form (“**Order Form**”) is an Order Form between **Cardinal Path** (as further identified below) and the Client named in the table below (“**Client**”) pursuant to the Google Analytics 4 License & Services Agreement between the parties effective as of June 1, 2023 (as amended, supplemented, or otherwise modified from time to time, “**Agreement**”)

<b>Cardinal Path:</b>	Cardinal Path LLC, 515 N. State St., 22 <sup>nd</sup> Floor, Chicago, IL, 60654 United States
<b>Client Legal Name:</b>	Markit On Demand, Inc.
<b>Client Address:</b>	5775 Flatiron Parkway, Boulder, CO 80304
<b>Client Google Org ID (if one exists):</b>	
<b>GA4 Order Form Effective Date:</b>	July 1, 2023
<b>GA4 License and Services Term:</b>	12 months from the GA4 Order Form Effective Date, plus all renewal terms (if any). Unless either party provides notice to the other party at least sixty (60) days prior to the end of the then-current term of its intention not to renew this Order Form or Google changes its policies or practices so that Cardinal Path is no longer an eligible reseller, this Order Form will automatically renew for successive one (1) year terms. Unless specifically agreed to otherwise in writing, all fees are subject to increases at the beginning of each renewal term of three percent (3%).

This Order Form is for the licensing of Google Analytics 4 (GA4) Properties under Google’s Google Analytics 360 umbrella. This Order Form supersedes any order form, schedule, or other agreement between Cardinal Path and Client for any of the products licensed under this Order Form dated prior to the GA4 Order Form Effective Date (as defined in table above). Unless otherwise noted, all capitalized terms used in this Order Form will have the meaning given to them in the Agreement. The GA4 license is a shared digital service resold by Cardinal Path and provided by Google LLC (“Google”) to owners of web pages and applications, comprised of GA4, and Tag Manager 360. The license of the below selected products is provided as a Service under the Agreement.

### 1 GA4 SERVICE FEES

#### ☒ 1.1 GA4 Services Fees

Unless otherwise mutually agreed to in writing, Client’s “**Annual Service Fee for GA4**” is as follows:

- a. **License Fee:** USD \$66 per year. The License Fee includes up to [0] hours of Cardinal Care support per month during the annual license period. Cardinal Care support Services are described in Section 2.1 below. The License Fee is non-cancelable and non-refundable.
- b. **(Optional) Cardinal Flex Additional Support Fee:** \$[0] per annual license period for up to [0] hours per month. Cardinal Flex Additional Support Services are further described in Section 2.2.
- c. **(Optional) End-User Training Fee:** Client can optionally purchase live, webinar-based end-user training for GA4 at the rates and quantities outlined below. Training will be provided as reasonably requested by Client with timing and mode of delivery (on site / remote) to be mutually agreed. Fees below assume

training is provided remotely. If Client requires training to be performed onsite, the Client will reimburse Cardinal Path for any expenses associated with on-site delivery.

Client Selection	Training Support Level	Training Fee
<input checked="" type="checkbox"/>	None	n/a
<input type="checkbox"/>	Up to 2x 3-hour sessions	\$5,000
<input type="checkbox"/>	Up to 5x 3-hour sessions	\$10,000

- d. **Data Collection Fee:** a variable, usage-based fee calculated based on the total number of Billable Events sent to GA4 for processing each month, at the rates listed below. For purposes of calculating Client's monthly Billable Events sent to GA4, any Billable Events pushed to either a "Roll-Up Property" or a "Sub-Property" are counted as one half of a Billable Event. For example, for a month with 5,000,000,000 Billable Events, the Data Collection Fee will be \$19,444.71 (calculated as  $25,000,000/1,000,000 \times \$0.00 + 475,000,000/1,000,000 \times \$17.5438 + 2,000,000,000/1,000,000 \times \$4.1667 + 2,500,000,000/1,000,000 \times \$1.1112$ ).

Billable Events per month between:	Fee per million Billable Events processed (USD):
0 to 25,000,000	\$0.00
25,000,001 to 500,000,000	\$17.5438
500,000,001 to 2,500,000,000	\$4.1667
2,500,000,001 to 10,000,000,000	\$1.1112
10,000,000,001 to 25,000,000,000	\$0.8333
25,000,000,001 and above	\$0.50

**Annual Service Fee for GA4 Summary and Invoice Schedule:**

Item	Annual Fee	Invoice Timing
License Fee	\$50,000	In full upon last signature of Order Form; and the first month of each annual renewal period
(Optional) Additional Support Fee	\$0	
(Optional) End-User Training Fee	\$0	
Data Collection Fee	Variable – See rate card in Section 1.1.1.d above	Monthly, based on prior month's actual usage
Total <b>Annual Service Fee for GA4</b> , excluding the data collection fee, expenses or taxes	\$50,000	

## **X 1.2 TAG MANAGER 360 Services Fees**

Client's Annual Service Fee for Tag Manager 360 is included in the Annual Service Fee for GA4.

## **2 SUPPORT**

### **2.1 Minimum Support Obligation ("Cardinal Care")**

- a. Minimum Support Obligations are outlined at [https://www.google.com/intl/en\\_us/ga360suite/MSO.html](https://www.google.com/intl/en_us/ga360suite/MSO.html), except as otherwise described herein. Google may change the Minimum Support Obligations at any time with seven (7) days' prior notice; provided that, the Minimum Support Obligations will not change until the renewal of Client's contract term.
- b. "Cardinal Care" support is intended to address questions related to front-end technical support, specific to the functionality of the products outlined herein or related to implementation support for the configuration of tags associated with such products. With respect to Mobile SDKs (if applicable), implementation support is limited to: (i) the then-current Mobile SDK and (ii) for a period of six (6) months after the release date of the then-current Mobile SDK, the version of the Mobile SDK that immediately preceded the then-current Mobile SDK. In all cases, any support shall only be provided within the applicable annual license period. Such support does not include performing tag configuration or implementation consulting. Further, Cardinal Path support requests may be raised during standard business hours of 9 am to 5 pm Eastern Monday through Friday (excluding US and/or Canadian holidays).
- c. Cardinal Care support hours will be used in 1 hour increments as reasonably requested by Client with timing to be mutually agreed. Unused support hours provided as part of "Cardinal Care" Services do not roll over month to month and are not otherwise credited.

### **2.2 Additional Support ("Cardinal Flex")**

Cardinal Flex hours are designed to provide Clients with a flexible option to access and apply Cardinal Path expertise to support their needs. Cardinal Flex support are general-use consulting hours, which may be used for any product included in this Order Form, excluding formal training programs. The specific features include:

- a. Subscription service that provides Client with access to subject matter expertise for the platforms subscribed to in this Agreement
- b. Services based on priorities as directed by Client representative, pre-approved prior to commencement of work, and delivered by Cardinal Path, as mutually agreed
- c. These hours can only be used for Services associated with this Agreement and may be limited in scope depending on level purchased.
- d. Cardinal Flex support hours will be used in 1 hour increments as reasonably requested by Client with timing to be mutually agreed. Unused Cardinal Flex support hours each month can be used in subsequent months within the same calendar quarter. Any unused hours at the end of each calendar quarter do not rollover or otherwise get credited to Client. Cardinal Path will provide updates on support usage and hours remaining available to the Client (upon request).
- e. Project Management – In options where a Project Manager ("PM") is provided, Cardinal Path will assign a PM to manage the following activities: track status by regularly communicating progress against utilized hours, assign tasks to resources to facilitate delivery of Services, scheduling project status calls, and clarifying the next steps by the owner following each meeting.

### 3 ADDITIONAL TERMS AND CONDITIONS

#### 3.1 Rights and Obligations

- a. Cardinal Path will provide to Client access and use of GA4, subject to the terms and conditions of the Agreement and this Order Form.
- b. Client is permitted to install, copy, and use OSCIs and GA4 Service solely on Client's Properties.
- c. If Client's GA4 account(s) (including accounts for any free versions of GA4) is linked to a GA4 Home organization, certain data from Client's GA4 accounts and data related to or derived from Client's use of the GA4 Home may be shared within the GA4 Home organization, made accessible to any entity or personnel with access to the GA4 Home organization, and will be subject to applicable settings in the GA4 Home. Notwithstanding Client's data sharing settings within any of the GA4 accounts linked to such GA4 Home organization, Cardinal Path and Google support representatives may have access to the GA4 Home organization and its data for the purpose of troubleshooting or servicing the GA4 Home organization.
- d. Upon any termination or expiration of this Order Form: (i) Cardinal Path will work with Google to render all Client Data externally inaccessible within a reasonable time period after receiving a written request from Client to do so, and (ii) continued GA4 use is subject to the then-standard Google Analytics Terms of Service available at <http://www.google.com/analytics/tos.html> (or other URL as provided by Google), and the then-standard Google Tag Manager Terms of Service available at <https://www.google.com/analytics/tag-manager/use-policy/> (or other URL as provided by Google), each as applicable. Client will not be permitted to export Client Data (except as the then-standard Google Analytics, and Google Tag Manager product, as applicable, permits).
- e. Notwithstanding Section 4 (Data) of the Agreement, Google may only use Client Data in accordance with the settings in Client's and Client's (as applicable) account and the GA4 Suite Home, as applicable. Client agrees that Google will process its data through use of the GA4 Services.

#### 3.2 SERVICE-SPECIFIC TERMS AND CONDITIONS

##### 3.2.1 GA4 Specific Terms and Conditions:

- a. Client will not, and will not allow any third party to, use data labeled as belonging to a third party in GA4 for purposes other than generating, viewing, and downloading reports.
- b. Client's use of the Analytics 360 service hereunder is subject to the applicable Google Analytics Policies available at [www.google.com/analytics/policies](http://www.google.com/analytics/policies) (as modified from time to time, the "GA Policies"). (i) Client will ensure that Client does not utilize their GA4 account to process more than (i) 20 billion Events per month across all of Client's GA4 Properties or (ii) 10 billion Events per month for any individual GA4 Property.

##### 3.2.2 TAG MANAGER 360 Specific Terms and Conditions:

- a. Client will not host the Tag Container on any domain other than the Tag Manager 360 domain without Cardinal Path's prior written consent.
- b. Client represents and warrants that it has obtained all necessary rights to upload any non-Google tags and will comply with all terms and conditions relating to the use of all tags in Tag Manager 360.
- c. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THIS GA 360 SUITE ORDER FORM, CARDINAL PATH WILL NOT BE LIABLE FOR ANY CLAIM OR LOSS ARISING FROM OR RELATED TO CLIENT'S USE OF NON-GOOGLE TAGS.
- d. Unless Cardinal Path provides Client with prior written approval to the contrary, Client will ensure it does not configure its Google Tag Manager 360 account to request Tag Containers more than 20 billion times per month across all of Client's Tag Manager 360 properties.

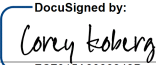
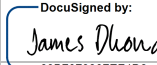
### 3.2.3 Other Terms and Conditions

- a. To the extent that either party accesses, uses or otherwise processes (a) any information that directly or indirectly identifies a natural person or (b) information that is not specifically about an identifiable individual but, when combined with other information, may directly or indirectly identify a natural person ("Personal Information") made available by Client, each party will: (I) comply with all privacy, data security, and data protection laws, directives, regulations, and rules in any jurisdiction applicable to Client ("Applicable Data Protection Laws"); (II) use or otherwise access Personal Information only for purposes which are consistent with the consent obtained by the individual to whom the Personal Information relates or as expressly permitted in these terms by Cardinal Path; (III) implement appropriate organizational and technical measures to protect the Personal Information against loss, misuse, and unauthorized access, disclosure, alteration and destruction; (iv) provide the level of protection for Personal Information that is required by Applicable Data Protection Laws; and (iv) each party will regularly monitor its adherence to this obligation and immediately notify the other in writing if it determines that it can no longer, or there is a significant risk that it can no longer meet this obligation and either cease processing Personal Information or immediately take other reasonable and appropriate steps to remediate such failure to provide adequate level of protection.
- b. In addition to the termination rights granted within the Agreement, Cardinal Path may immediately terminate (i) this Order Form for material breach if Client is in material breach of this Agreement or this Order Form more than two times notwithstanding any cure of such breaches and (ii) the GA4 Service if Client materially breaches the terms of this Order Form.
- c. When Cardinal Path has the legal obligation to collect any applicable VAT, GST or similar consumption tax, the appropriate amount will be invoiced to and paid by Client unless Client provides Cardinal Path with a valid tax exemption certificate authorized by the appropriate taxing authority. Client will not withhold taxes on payments to Cardinal Path.

### 3.3 Service Level Agreement

- a. GA4 Service is provided subject to the service levels indicated at [https://www.google.com/intl/en\\_us/ga360suite/sla-reseller.html](https://www.google.com/intl/en_us/ga360suite/sla-reseller.html) (collectively, the "SLA").
- b. Any credits received by Cardinal Path from Google in the event of an SLA failure under this Order Form will be passed on from Cardinal Path to Client.

#### AGREED AND ACCEPTED BY:

CARDINAL PATH LLC		Markit On Demand, Inc.	
By:	 FC7015A3990343D...	By:	 60B7079307EF4D3...
Print Name:	Corey Koberg	Print Name:	James Dhondt
Title:	CEO	Title:	Director, IT Procurement
Date:	28 June 2023	Date:	28 June 2023

**Certificate Of Completion**

Envelope Id: F73BB45552794C2CB28B7D91975DFA25

Status: Completed

Subject: CW2041226 - PR222792-Google Analytics 360 Order Form FINAL.docx

Source Envelope:

Document Pages: 5

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Suryaprakash Kondapalli

55 Water Street New York

, NY 10041

s.kondapalli@spglobal.com

IP Address: 34.71.29.60

**Record Tracking**

Status: Original

6/28/2023 6:34:22 AM

Holder: Suryaprakash Kondapalli

s.kondapalli@spglobal.com

Location: DocuSign

**Signer Events**

Corey Koberg

Corey.Koberg@cardinalpath.com

CEO

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



FC7015A3990343D...

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.213.91

**Timestamp**

Sent: 6/28/2023 8:13:51 AM

Viewed: 6/28/2023 8:37:50 AM

Signed: 6/28/2023 8:38:55 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2023 8:37:50 AM

ID: e7300395-8e4c-4a34-ac4b-4c944023e930

James Dhondt

James.Dhondt@spglobal.com

Director, IT Procurement

S&amp;P Global, Inc.

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



60B7079307EF4D3...

Signature Adoption: Pre-selected Style

Using IP Address: 97.117.2.142

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Viewed: 6/28/2023 9:06:09 AM

Signed: 6/28/2023 9:06:14 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Naila Hai

Naila.Hai@cardinalpath.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/28/2023 8:13:52 AM

Viewed: 6/28/2023 9:29:06 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
S2P Contracts Admin S2P.Contracts.Admin@spglobal.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/28/2023 9:06:17 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/26/2022 1:55:28 AM ID: 83b66ad8-6acf-457a-890b-9db22fd18231		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/28/2023 6:35:45 AM
Certified Delivered	Security Checked	6/28/2023 9:06:09 AM
Signing Complete	Security Checked	6/28/2023 9:06:14 AM
Completed	Security Checked	6/28/2023 9:06:17 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, S&P Global Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact S&P Global Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [adrian.cabral@spglobal.com](mailto:adrian.cabral@spglobal.com)

### **To advise S&P Global Inc of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [adrian.cabral@spglobal.com](mailto:adrian.cabral@spglobal.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from S&P Global Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [adrian.cabral@spglobal.com](mailto:adrian.cabral@spglobal.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with S&P Global Inc**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [adrian.cabral@spglobal.com](mailto:adrian.cabral@spglobal.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify S&P Global Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by S&P Global Inc during the course of your relationship with S&P Global Inc.