DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

SAAS SERVICES ORDER FORM

Customer: Markit Digital	Contact: Joseph Henry
Address: 5775 Flatiron Pkwy	Phone:
Boulder, CO 80301	E-Mail: joe.henry@spglobal.com
Services: ButterCMS IHS Markit Enterprise Tier (the "Service(s)").	
Services Fees: $36,000 per year, payable in advance, subject to the terms of Section 4 herein.	**Initial Service Term**: One Year

Service Capacity:

$3000/month (billed annually)

4 Sites

2 Environments

300 Pages

1000 Collection Items

1.5TB Bandwidth / month

100k API Calls / month

99.9 SLA

SSO support for up to 25 users

michael@justuno.com - Jul 29, 2024, 1:14:36 PM America/New_York

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 25 day of October 2022 (the "Effective Date") between ButterCMS LLC with a place of business at 1198 Miners Run Rochester, MI ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions including Exhibits A-E, and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

ButterCMS LLC

DocuSigned by:

By: _____
FDD6247C9793421...

Name: Jake Lumetta

Title: CEO

Date: 23 December 2022

Markit Digital

DocuSigned by:

By: James Dhondt
60B7079307EF4D3...

Name: James Dhondt

Title: Director, IT Procurement

Date: 23 December 2022

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate with a notice to the Customer.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice as part of the Services.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Company will endeavor to provide notice to Customer of any material updates to its Policy. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services in breach of the Policies. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and

michael@justbought.com - Jul 29, 2024, 1:16:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be notified and billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If the Customer does not agree with such new charges Customer shall have a right to terminate this Agreement with a 30 days' notice to the Company and any fees accrued for the term beyond the Initial Service Term shall be invoiced on a prorated basis based on the fees charged during the Initial Service Term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company sixty (60) days after the mailing date of the invoice. Unpaid amounts may be subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall not renew thereafter unless the the parties agree in writing to renew this Agreement for additional periods of the same duration as the Initial Service Term or any other duration as agreed between the parties (each a "Renewal Term" and collectively, the "Term")..

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

▪

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or

michael@justworldt.com - Jul 29, 2024, 11:36 PM, America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR ANY CLAIMS ARISING FROM (i) COMPANY'S INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 7; (ii) FRAUD, WILFUL MISCONDUCT, GROSS NEGLIGENCE, BODILY INJURY OF A PERSON: COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED **TWO TIMES** THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

Company agrees to maintain the insurance and comply with the related insurance requirements as specified in Exhibit E.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party to any third parties except with other party's prior written consent; provided, however, that either party may transfer and assign any of its rights and obligations under this Agreement to any of their Affiliates, and to a successor in the event of an acquisition, merger or other such corporate consolidation or to a third party which acquires all or substantially all of its assets or stock without consent; provided that the assignee is bound by this Agreement and that the non-assigning party is notified of the assignment as promptly as practical. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

11. Company Warranty.

As per the findings of the Customer in the Penetration Tests dated 11/26/2022 and further revised on 12/07/2022, the Company hereby agrees to analyze the JavaScript source code files to determine whether the application can be used by the Customer as per the terms agreed herein. If its not so then the Company shall be liable to remediate the medium issue identified in all environment no later than 03/01/2023 and share evidence of such remediation with Customer's Authorized Personnel.

michael@justbuildit.com - Jul 29, 2024 11:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

EXHIBIT A

[Intentionally left blank]

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

EXHIBIT B

Service Level Agreement

This ButterCMS Service Level Agreement ("SLA") between ButterCMS LLC ("ButterCMS", "us" or "we") and users of the ButterCMS Services ("you") governs the use of the ButterCMS API under the provisions of the ButterCMS Terms of Service.

Unless otherwise provided herein, this SLA is subject to the provisions of the Terms.

1. ButterCMS API Service Commitment: 99.9% Uptime

ButterCMS will use commercially reasonable efforts to have an API Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of 99.9% means that we guarantee you will experience no more than 43 min/month of Unavailability.

2. Definitions

"Maintenance" means scheduled Unavailability of the API, as announced by us prior to the API becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the ButterCMS API was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Service Credit" means a credit denominated in US dollars, calculated as set forth below, that we may credit back to an eligible account.

"Unavailable" and "Unavailability" mean the ButterCMS API is unreachable from your application due to ButterCMS's fault.

3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your ButterCMS invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.9% but equal to or greater than 99.0%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources

- For Monthly Uptime Percentage less than 99.0%, you will be eligible for a Service Credit of 30% of the charges attributable to the affected resources

We will apply any Service Credits only against future payments for the Services otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from ButterCMS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account.

4. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

5. Credit Request and Payment Procedures

michael@justbuiltit.com - Jul 29, 2024, 1:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

To receive a Service Credit, you must submit a claim by emailing support@buttercms.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words “SLA Credit Request” in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the account email address; and
- logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

6. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

- That results from a suspension or Remedial Action, as described in the Terms;
- Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the ButterCMS network;
- That results from any actions or inactions of you or any third party;
- That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That results from failures not attributable to Unavailability; or
- That results from any Maintenance.
- If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via live in-app chat, email (support@buttercms.com), and conference calls on weekdays during the hours of 8:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("**Support Hours**").

Company will use commercially reasonable efforts to respond to Critical issues within 1 business day and 2 business days for Normal support requests.

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

EXHIBIT D

Insurance

While this Agreement is in effect, it is agreed that Vendor 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 Company's obligations under this Agreement:

A Workers' Compensation ("WC") / Employers Liability ("EL") Insurance: Statutory WC insurance limits and coverages as required by state(s) of operation and include "all states" endorsements. Coverage shall also comply with any applicable law or regulation of the United States ("US") or any country or territory having jurisdiction over Company's employees. EL with minimum limits of US $1 Million each accident; US $1 Million each disease (each employee); US $1 Million disease (policy limit)

B. Commercial General Liability: Including coverage for bodily injury, property damage, premises-operations, personal injury, and advertising injury, contractual liability, completed operations and product liability insurance coverage on an occurrence basis with personal injury endorsement and broad form property damage coverage included. The Company shall carry minimum limits of US $2 Million per occurrence, $2 Million aggregate. The required limits will not be eroded by defense costs.

C. Umbrella Liability: Umbrella/excess liability insurance in the amount of at least US $6 million each occurrence and US $6 million annual aggregate. A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits required hereunder.

D. Professional Liability/Errors & Omissions/Cyber-risk: Minimum limits of liability in the amount of at least US $5 Million each claim covering damages arising out of or connected with: 1) Negligent acts, errors or omissions of the Company in the performance of professional services under this Agreement; and 2) 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 policy shall expressly provide coverage that is not limited by exclusions or definitions of loss for the following perils: (i) unauthorized use/access of computer system or servers or client's data or software; and (ii) failure to protect Customer, its subsidiaries and affiliates' confidential information (personal and commercial information) from unauthorized disclosure or unauthorized access.

Customer and its subsidiaries, partners, affiliates, directors, officers and employees shall be named as Additional Insureds on all policies listed above (except WC and Professional Liability). The limits of insurance stated above for each type of insurance are minimum limits only; in the event that any policy provided by the Company 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. All policies shall be endorsed to state that they are primary and non-contributory to any other insurance maintained by the Company, its subsidiaries and affiliates. Except with respect to Professional liability, all policies shall contain a waiver of subrogation in favor of the Customer. All contractors and subcontractors used by the Company to provide services under this Agreement shall be required to comply with the insurance requirements.

Certificates of Insurance and applicable endorsements shall be delivered upon request. Additional Insured, primary and non-contributory wording shall be described on the certificate of insurance. All insurance required by this Agreement shall be issued by carrier(s) with an AM Best Rating of A-IX or better. The Company, and subcontractor if applicable, shall provide that no less than (30) thirty days prior written notice to its Customer's business contact 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.

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 Company, at its sole expense, must purchase an extended reporting provision for at least three (3) years from the termination of this Agreement.

michael@justbuilt.com - Jul 29, 2024 1:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

EXHIBIT E

Personal Data Processing Addendum

This Personal Data Processing Addendum (**"Addendum"**) forms part of all written and electronic agreements (collectively, the "**Agreement**") between S&P Global Inc., a New York corporation, and its affiliates (collectively, "**S&P Global**") and S&P Global's vendor named at the end of this Addendum ("**Vendor**").

1. **Defined Terms**. In this Addendum, the following terms have the following meanings:

a) "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.*, and its implementing regulations, as each may be amended from time to time;

b) "**Controller**" means the person or entity who or that determines the purposes and means of the Processing of Personal Data;

c) "**Controller-to-Processor Clauses**" means the standard contractual clauses between Controllers and Processors, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (module 2), and published at https://www.spglobal.com/en/privacy/standard-contractual-clauses/2021-eu-sccs-module-2-c2p.pdf;

d) "**Data Protection Law**" means all data protection and privacy laws, regulations, binding guidance and mandatory codes of practice issued by any authority of competent jurisdiction applicable to the Processing of S&P Global Personal Data, each as amended, repealed, consolidated or replaced from time to time, including, where applicable, GDPR, CCPA, and PIPL;

e) "**Data Subject**" means an identified or identifiable person, including a "consumer" as defined in CCPA;

f) "**FADP**" means the Swiss Federal Act on Data Protection;

g) "**GDPR"** means the General Data Protection Regulation (EU 2016/679) and its implementing laws in the Member States of the European Union;

h) "**Personal Data**" means data about an identified or identifiable natural person (or an identified or identifiable entity where information about an entity is protected similarly to the protection afforded to information about an individual under Data Protection Law), including corollary terms under Data Protection Law;

i) "**Personal Data Breach**" means the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to S&P Global Personal Data;

j) "**PIPL**" means the Personal Information Protection Law of the People's Republic of China and its implementing regulations, rules and standards;

k) "**Processing**" (and its variants, such as Process and Processes) means any operation or set of operations performed on Personal Data;

l) "**Processor**" means any person or entity who or that Processes S&P Global Personal Data for or on behalf of the Controller;

m) "**Processor-to-Processor Clauses**" means the standard contractual clauses between Processors, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (module 3), and published at https://www.spglobal.com/en/privacy/standard-contractual-clauses/2021-eu-sccs-module-3-p2p.pdf;

n) "**Restricted Transfer**" means a transfer of S&P Global Personal Data (including making S&P Global Personal Data available) in respect of which additional safeguards are required under Data Protection Law in order to lawfully transfer (including by remote access) Personal Data;

o) "**S&P Global Personal Data**" means the Personal Data provided by or processed by or on behalf of S&P Global pursuant to the Agreement, as further described in Attachment B of this Addendum;

p) **"Standard Contractual Clauses**" means (i) the Controller-to-Processor Clauses or (ii) the Processor-to-Processor Clauses, as applicable pursuant to Section 9.3 of this Addendum or any successor, replacement or equivalent thereto under Data Protection Law; and

q) "**Sub-Processor**" means a Processor engaged by a Processor to Process S&P Global Personal Data.

2. **Description of Processing**. The categories of Data Subjects, categories of S&P Global Personal Data, subject matter, nature, purpose and duration of Processing, location of Processing and other related Processing details are set forth in Attachment B.

3. **Processing Activities**.

Internal@justia.com - Jul 29, 2024 1:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

3.1. Vendor acknowledges and agrees that Vendor is a Processor of S&P Global Personal Data. S&P Global may act as either (1) the Controller of S&P Global Personal Data or (2) a Processor of S&P Global Personal Data on behalf of its client.

3.2. Vendor is hereby instructed to Process S&P Global Personal Data solely as necessary to perform its obligations under the Agreement. Vendor agrees that Vendor will Process S&P Global Personal Data only on behalf of S&P Global pursuant to S&P Global's documented instructions (which, if S&P Global is acting as a Processor, could be based on the instructions of its clients) and the Agreement and in compliance with Data Protection Law. Vendor will immediately inform S&P Global if, in its opinion, any instruction from S&P Global infringes Data Protection Law.

3.3. For the purposes set out in section 3.2 above, S&P Global hereby instructs Vendor to transfer S&P Global Personal Data to the countries listed in Attachment B always provided that Vendor shall comply with this Addendum and Data Protection Law.

3.4. In the event that Vendor receives anonymized or deidentified information from S&P Global, vendor agrees not to attempt to reidentify the information.

3.5. S&P Global reserves the right to take reasonable and appropriate steps to help ensure that Vendor Processes S&P Global Personal Data in a manner consistent with Data Protection Laws and S&P Global's instructions, including to stop and remediate any unauthorized Processing of S&P Global Personal Data. If Vendor determines that it (i) can no longer meet its obligations under Data Protection Law or (ii) is legally required to Process S&P Global Personal Data in a manner inconsistent with S&P Global's documented instructions or the Agreement, Vendor shall promptly notify S&P Global (unless prohibited by law) and cease all Processing of S&P Global Personal Data (other than storing and maintaining the security and confidentiality of the affected S&P Global Personal Data) until S&P Global issues new documented instructions.

4. Confidentiality and Security.

4.1. Vendor acknowledges and agrees that S&P Global Personal Data is the confidential information of S&P Global. Vendor will ensure (and will ensure that Sub-Processors ensure) that (i) S&P Global Personal Data is accessible only to individuals (such as Vendor's authorized employees, agents or contractors) who need access to S&P Global Personal Data to carry out their roles in the performance of Vendor's obligations under the Agreement or to comply with applicable laws; and (ii) all persons authorized to Process S&P Global Personal Data on behalf of Vendor have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2. Vendor will implement and maintain throughout the term of the Agreement appropriate technical and organizational measures that ensure a level of security for S&P Global Personal Data that is appropriate to the risk to and nature of S&P Global Personal Data ("**Security Safeguards**"). Vendor will ensure that (i) its Security Safeguards include all measures set forth in Attachment A for S&P Global Personal Data in electronic format and required by Data Protection Law and (ii) the Security Safeguards are at least as protective as current practice and standards in Vendor's industry.

4.3. Vendor will assist S&P Global in demonstrating compliance with S&P Global's obligation to maintain the security of S&P Global Personal Data, taking into account the nature of Vendor's Processing of S&P Global Personal Data. Upon S&P Global's request, Vendor will summarize its Security Safeguards and how the Security Safeguards comply with Data Protection Law and this Addendum.

5. Sub-Processing.

5.1. Vendor is hereby granted general authorization to appoint Sub-Processors.

5.2. Prior to the effective date of this Addendum, Vendor will provide written notice to S&P Global of all Sub-Processors that will Process S&P Global Personal Data and at least thirty (30) days advance written notice of any intended additional or replacement Sub-Processor. The written notice will include the categories of S&P Global Personal Data Processed, location of Processing and other details of the Processing performed.

michael@iustcounsel.com - Jul 29, 2024, 1:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

5.3. S&P Global reserves the right to object in writing to a current Sub-Processor that S&P Global detects or reasonably suspects has violated this Addendum or Data Protection Law or to the appointment of a new or replacement Sub-Processor. If S&P Global objects to any current or proposed Sub-Processor, S&P Global and Vendor will use good-faith efforts to agree on a replacement for the objected-to Sub-Processor. If the parties are unable to agree on the replacement within fifteen (15) business days after the date of S&P Global's written objection, then S&P Global may terminate the Agreement without penalty and, if applicable, receive a refund of prepaid fees attributable to the period following the date of termination through the expiration of the then-current term of the Agreement.

5.4. Prior to allowing any Sub-Processor to Process S&P Global Personal Data, Vendor will:

a) carry out adequate due diligence on each Sub-Processor to ensure that it is capable of providing the level of protection for S&P Global Personal Data as is required by this Addendum, including sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of Data Protection Law and this Addendum, and provide evidence of such due diligence to S&P Global where reasonably requested by S&P Global in writing or by a government authority.

b) enter into a binding written agreement with the Sub-Processor that imposes on the Sub-Processor the same (or at least as protective) obligations as those that apply to Vendor under this Addendum.

c) insofar as that contract involves a Restricted Transfer, (i) incorporate the Standard Contractual Clauses into the contract between Vendor and each transferee or (ii) implement another valid transfer tool under the Data Protection Law.

5.5. Vendor remains fully liable to S&P Global for all acts and omissions of each Sub-Processor as if such acts and omissions were conducted by Vendor. Upon request, Vendor will promptly send to S&P Global a reasonably-detailed summary of any agreement it enters into with a Sub-Processor to enable S&P Global to demonstrate compliance with its obligations under Data Protection Law. The summary will include at least any expected location of the Sub-Processor's Processing and whether S&P Global Personal Data is or may be subject to any onward transfer by the Sub-Processor.

5.6. Vendor will only provide to each Sub-Processor the S&P Global Personal Data that are strictly necessary for the Sub-Processor to perform the Processing in accordance with the written agreement between the Processor and the Sub-Processor.

6. <u>Co-operation and Audit</u>.

6.1. During the term of the Agreement, Vendor will:

a) assist S&P Global in ensuring compliance with S&P Global's obligations under Data Protection Law, including in relation to: requests, complaints, demands or orders received from Data Subjects or government authorities (including law enforcement) regarding S&P Global Personal Data; data protection impact assessments; and consultations with government authorities;

b) unless expressly prohibited by law, (i) after receipt of a request, complaint, demand or order related to S&P Global Personal Data from any Data Subjects, government authorities (including law enforcement) or other third party, Vendor will notify S&P Global at privacy@spglobal.com as soon as reasonably practicable – and within forty eight (48) hours (unless an earlier time is required by law or government authority) and (ii) not respond to any such request, complaint, demand or order except on the documented instructions of S&P Global; and

c) make available to S&P Global all information reasonably necessary to demonstrate compliance with the obligations set forth in this Addendum and Data Protection Law.

6.2. Vendor confirms that it either (a) has never received a request for access to data received from its customers from public authorities in the past and that it is not prohibited from providing information about such requests or their absence or (b) has disclosed that it has received such a request for access to data from public authorities.

6.3. In addition to any audit rights granted pursuant to the Agreement, Vendor shall allow for and contribute to any review of Vendor's organizational controls and practices to safeguard the S&P Global Personal Data, including data protection compliance documentation, or any audit, including inspections, regarding Processing

michael@justuno.com - Jul 29, 2024, 11:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

of S&P Global Personal Data which are conducted by S&P Global or a qualified third party mandated by S&P Global ("**Mandated Auditor**"), who will comply with Vendor's reasonable standard safety, confidentiality and security procedures in conducting any such audits.

6.4. The parties agree that any audit conducted in accordance with section 6.3 (i) may only occur during normal business hours; and (ii) will be conducted in a manner that does not have any adverse impact on Vendor's normal business operations.

7. Personal Data Breach.

7.1. If Vendor becomes aware of any Personal Data Breach affecting S&P Global Personal Data, Vendor will notify S&P Global without undue delay – and no later than forty-eight (48) hours – after Vendor becomes aware of the Personal Data Breach by calling +1866-810-0436 (US) or + 44 207 176 7999 or emailing security@spglobal.com.

7.2. Vendor's notification will provide S&P Global with a detailed description of the Personal Data Breach, including the nature and cause of the Personal Data Breach, time and location(s) of the Personal Data Breach, type(s) of S&P Global Personal Data concerned, the approximate number of Data Subjects concerned, the categories and approximate number of S&P Global Personal Data records involved, the measures taken to mitigate the impact, the likely consequences of the Personal Data Breach and other data as reasonably requested by S&P Global. To the extent that Vendor does not have any of the foregoing information at the time of the notification, Vendor shall provide this to S&P Global as soon as possible after this information becomes available.

7.3. Upon becoming aware of a Personal Data Breach, Vendor will:

a) take such actions as may be necessary to investigate, document, remediate and minimize the effects of the Personal Data Breach;

b) commence a root cause analysis and provide the analysis to S&P Global;

c) describe any technical measure that Vendor believes S&P Global should undertake to mitigate the effects of the Personal Data Breach;

d) unless required by applicable law, not make any public statement referencing S&P Global with respect to the Personal Data Breach or inform any third party (excluding Sub-Processors) without the prior written approval of S&P Global, provided that if applicable law requires Vendor to independently make public or notify a third party of a Personal Data Breach, then Vendor will inform S&P Global in writing of such obligation prior to making any such disclosure if and to the extent permitted by applicable law; and

e) provide all such timely information and cooperation as S&P Global may reasonably require in order for S&P Global to fulfill its obligations under Data Protection Law, including with respect to reporting to or informing Data Subjects, applicable Controller(s), and/or government authorities of the Personal Data Breach.

7.4. Vendor will ensure that all personnel (including Sub-Processors) fully understand the process under which they are required to notify S&P Global of a Personal Data Breach. If a Personal Data Breach occurs, then Vendor acknowledges that records of system activity and handling of S&P Global Personal Data may be evidence.

8. Deletion of S&P Global Personal Data. After the end of the performance of its obligations under the Agreement, Vendor will, at S&P Global's election, delete or return to S&P Global all S&P Global Personal Data in Vendor's possession or control (including Sub-Processors). Vendor shall, upon request, provide S&P Global with written certification that the S&P Global Personal Data has been deleted. If law applicable to Vendor requires storage of S&P Global Personal Data, Vendor will (i) notify S&P Global of the legal requirement; (ii) store S&P Global Personal Data in compliance with the terms of this Addendum until such time as Vendor can delete or anonymize the S&P Global Personal Data; and (iii) ensure that such S&P Global Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose and in accordance with Data Protection Law.

9. Cross-Border Transfers of S&P Global Personal Data.

9.1. Vendor will not transfer S&P Global Personal Data (nor permit the transfer of S&P Global Personal Data) across jurisdictional borders unless: (i) the transfer is necessary for Vendor to perform the Agreement; (ii) Vendor

michael@justtouchit.com, Jul 29, 2024, 4:14:36 PM, America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

transfers only that S&P Global Personal Data for which transfer is necessary to perform the Agreement; and (iii) Vendor takes the measures necessary to ensure that the transfer of S&P Global Personal Data complies with Data Protection Law.

9.2. Without limiting the generality of the foregoing, Vendor agrees that it will (and will ensure each Sub-Processor will):

a) provide S&P Global with prior written notice of each jurisdiction to which Vendor will transfer (or have transferred) S&P Global Personal Data (each, a "Destination Jurisdiction");

b) for any transfer of S&P Global Personal Data to which PIPL applies, Vendor will obtain S&P Global's prior written consent to such transfer;

c) for a Restricted Transfer, ensure that S&P Global Personal Data receives at least equivalent protection in the Destination Jurisdiction; and

d) if the Standard Contractual Clauses are not recognized as a lawful transfer tool for a Restricted Transfer of S&P Global Personal Data:

i. cooperate with S&P Global to identify and implement, or otherwise seek to adhere to, an alternative or additional adequate transfer tool to the extent that one is required by, and available under, Data Protection Law; and

ii. notify S&P Global of any alternative adequate transfer tool for the transfer of S&P Global Personal Data upon which it intends to rely.

e) as and when required by competent government authorities or Data Protection Law: (i) participate in periodic assessments of the adequacy of Personal Data protection in each Destination Jurisdiction where S&P Global Personal Data is located or Processed; (ii) take all commercially-reasonable steps to supplement data protection measures (including Security Safeguards) for a Restricted Transfer as a result of a periodic assessment; and (iii) suspend cross-border transfers of S&P Global Personal Data if S&P Global, Vendor or a competent government authority determines in good faith that Vendor's Personal Data protection measures or the laws of a Destination Jurisdiction can no longer ensure an essentially equivalent level of protection for S&P Global Personal Data as the protection provided for in the Data Protection Law of the jurisdiction from which the Personal Data is transferred.

9.3. S&P Global and Vendor agree and acknowledge that:

a) When S&P Global is acting as a Controller, the Controller-to-Processor Clauses apply with respect to any Restricted Transfer from S&P Global to Vendor that is subject to the Data Protection Law of the EEA and/or any of its member states, (subject to Section 9.3(c) below) Switzerland, the Dubai International Financial Centre or (subject to Section 9.3(d) below) the United Kingdom.

b) When S&P Global is acting as a Processor, the Processor-to-Processor Clauses apply with respect to any Restricted Transfer from S&P Global to Vendor that is subject to the Data Protection Law of the EEA and/or any of its member states, (subject to Section 9.3(c) below) Switzerland, the Dubai International Financial Centre or (subject to Section 9.3(d) below) the United Kingdom.

c) **Switzerland.** For any Restricted Transfer from S&P Global to Vendor that is subject to the FADP, the Controller-to-Processor Clauses or the Processor-to-Processor Clauses (as applicable in accordance with subsections a and b of this Section 9.3), shall be interpreted as follows:

i. The competent supervisory authority in Annex I.C shall refer to the Swiss Federal Data Protection and Information Commissioner (FDPIC);

ii. Clause 18 c shall be interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland;

iii. References to the General Data Protection Regulation should be understood as references to the FADP;

iv. The data of legal entities shall be protected as Personal Data to the extent such data is protected under the FADP.

d) **United Kingdom.** For any Restricted Transfer from S&P Global to Vendor that is subject to Data Protection Law of the United Kingdom, the Controller-to-Processor Clauses or the Processor-to-Processor Clauses, (as applicable in accordance with subsections a and b of this Section 9.3), shall be interpreted in accordance with the UK Addendum to the EU Commission Standard Contractual Clauses published at https://www.spglobal.com/en/privacy/standard-contractual-clauses/uk-international-data-transfer-addendum-for-dpa-2022.pdf.

e) The applicable Standard Contractual Clauses (as set forth in this Section 9.3), and where applicable the UK Addendum, shall be deemed to be executed by executing this Addendum.

10. California. This Section 10 applies to S&P Global Personal Data that is subject to CCPA. Without limiting Vendor's obligations under Section 3.2, Vendor shall not:

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

a) retain, use, or disclose S&P Global Personal Data for any purpose other than to perform its obligations under the Agreement, which for the avoidance of doubt prohibits Vendor from retaining, using, or disclosing S&P Global Personal Data outside of the direct business relationship with S&P Global or for any other purpose;

b) share, sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, S&P Global Personal Data to another person or entity for: (a) monetary or other valuable consideration; or (b) cross-context behavioral advertising for the benefit of a business in which no money is exchanged; or

c) combine S&P Global Personal Data with Personal Data Vendor receives from or on behalf of another person or entity or collects from its own interactions with a Data Subject.

11. General Provisions.

11.1. If, in S&P Global's good-faith judgment, Vendor is at any time not able to comply with the requirements of Section 9 or Attachment A in connection with its performance of the Agreement, then S&P Global may terminate without penalty the Agreement.

11.2. If any provision of this Addendum and any provision of the Agreement conflict, then the provision that is most protective of S&P Global Personal Data will prevail with respect to the Processing of S&P Global Personal Data. If the Standard Contractual Clauses apply in connection with a Restricted Transfer and any provision of this Addendum conflicts with a provision of the Standard Contractual Clauses, then the provision of the Standard Contractual Clauses will prevail in connection with such Restricted Transfer.

By signing below, Vendor expressly certifies that it understands and will comply with Data Protection Law and the requirements set forth in this Addendum.

S&P GLOBAL INC.	**Vendor**
DocuSigned by: Robert Stahle F3FA3241B9A847A...	DocuSigned by: FDD6241C8793427...
By: Robert Stahle	By: Jake Lumetta
Title: Procurement Chief of Staff	Title: CEO
Date: 23 December 2022	Date: 23 December 2022
	Vendor Legal Name: ButterCMS
	Vendor Trading Name (if different): ButterCMS
	Official Registration Number (if any): 82-1595177
	Address: 1198 Miners Run, Rochester, MI
	Data Privacy Contact (if different from signatory)
	Name: Jake Lumetta
	Position: CEO
	Address: 1198 Miners Run, Rochester, MI
	Phone Number: 586-243-6865
	Email Address: jake@buttercms.com

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

ATTACHMENT A: SECURITY SAFEGUARDS

For purposes of the Addendum to which this Attachment A is attached, "**Highly Confidential Information**" means S&P Global Personal Data that, if disclosed, may or will result in serious adverse financial, reputation or regulatory consequences to S&P Global.

For purposes of the Addendum, examples of Highly Confidential Information include:

- Special categories of Personal Data as set forth in GDPR Article 9, including racial or ethnic origin, political opinion, religious or philosophical beliefs, trade union membership, genetic data and biometric data Processed for the purpose of uniquely identifying a natural person, data concerning health/medical condition, or information concerning a person's sex life or sexual orientation ("Special Categories of S&P Global Personal Data").
- Data relating to criminal convictions or offences.
- Government-issued identification (e.g., social security numbers, driver's license numbers, passport numbers), or personal financial data (e.g., bank account, credit card, specific compensation, payroll data, net worth or individual portfolio information).
- EIN or NEIN in combination with information related to an employee's compensation, benefits or performance ratings.
- Payment Card Information, such as Primary Account Number, Card Validation Code (CVC), PIN verification value and encrypted PIN block.
- Protected Health Information under the U.S. Health Insurance Portability and Accountability Act of 1996.
- User passwords (excluding first-time-issued passwords).
- Information revealing details of incidents leading to the unauthorized or unlawful Processing of S&P Global Personal Data (including Personal Data Breaches) affecting S&P Global or Vendor.

For clarification, the categories of S&P Global Personal Data that Vendor Processes are described in Attachment B to this Addendum. The foregoing examples of Highly Confidential Information may not all be applicable to this Addendum.

Without limiting Vendor's obligation to implement and maintain the Security Safeguards, S&P Global expects that Vendor will:

- Store Highly Confidential Information, using strong encryption techniques with a minimum of Advanced Encryption Standard with 256-bit key size (AES-256);
- Transmit S&P Global Personal Data, using the versions of secure protocols and methods (HTTPS, TLS, SFTP, SSH, and IPSec), as recommended by NIST in their Guideline for using Cryptographic Standards;
- Maintain a process for analyzing the lawfulness of demands or orders received from government authorities or law enforcement about S&P Global Personal Data and whether release of S&P Global Personal Data is authorized or required by law;
- Ensure that, for as long as Vendor holds S&P Global Personal Data, it will not purposefully create any process (e.g., "back doors" or similar programming) that does or could permit or facilitate unauthorized access to S&P Global Personal Data or, if applicable law or policy in a Destination Jurisdiction requires any such process, notify S&P Global and permit S&P Global to terminate the Agreement without penalty;
- Maintain tamper-proof records of all Processing of Highly Confidential Information; and
- Deploy strict and granular access controls and enforce access and confidentiality restrictions through disciplinary measures.
- Maintain an effective vulnerability management program that is in line with industry best practices and/or frameworks such as NIST or CIS.

If Data Protection Law or any of Vendor's Security Safeguards are more protective of Personal Data than the measures set forth immediately above, then Vendor will maintain the measures that are most protective of S&P Global Personal Data. Vendor agrees that it will discuss in good faith with S&P Global the method and means for addressing any gap among Vendor's measures, S&P Global's expectations as set forth in this Attachment A and then-current industry practice and

michael@trustbundl.com - Jul 29, 2024, 1:14:36 PM America/New_York

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

standards for vendors engaged in providing services of similar scope and complexity as the services provided by Vendor pursuant to the Agreement.

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

ATTACHMENT B: DESCRIPTION OF PROCESSING

Nature and Purpose of Processing

Vendor will Process S&P Global Personal Data as necessary to perform the Agreement and as further instructed in writing by S&P Global (if applicable).

Category(ies) of Data Subjects

employees of the data exporter

Category(ies) of S&P Global Personal Data Processed

- First and last name

Sensitive Category(ies) of S&P Global Personal Data Processed

☐ Yes. Please describe:

☒ None

The period for which S&P Global Personal Data will be retained (or, if that is not possible, the criteria used to determine that period)
Period is planned to be less than 6 months, until login is migrated to a SSO authentication solution

Location (Jurisdictions) of Processing of S&P Global Personal Data (including transfers and onward transfers)
Vendor uses AWS and data is stored in the us-east-1 region

The frequency of the transfer, if applicable
data is transferred on a one-off manner, when user accounts are created

Purpose(s) of the data transfer and further processing, if applicable
Vendor will transfer S&P Global Personal Data as necessary to perform the Agreement and as further instructed in writing by S&P Global (if applicable).

For transfers to Sub-Processors, the subject matter, nature and duration of the processing
As set forth above.

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

DocuSign Envelope ID: 12391AC8-462A-4DDA-BC64-053511CDDC2A

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