

## MASTER INFORMATION ACCESS AGREEMENT

This Master Information Access Agreement (“**Agreement**”), entered into as of the Effective Date, is made by and between **S&P Global Inc.**, a **Delaware** corporation whose principal office is located at 55 Water Street, New York, NY 10041, USA, on behalf of itself and its Affiliates (“**S&P**”), and

NAME: [Accretive Capital LLC, d/b/a **BENZINGA.COM** ] (“**PROVIDER**”)  
STREET ADDRESS: One Campus Martius, Suite 200  
CITY: Detroit  
STATE: Michigan  
COUNTRY:  
POSTAL CODE: 48226  
TYPE OF ENTITY: LLC  
PLACE OF FORMATION: Delaware  
EFFECTIVE DATE: 8/04/2023 (“**Effective Date**”)

WHEREAS, PROVIDER has developed and/or is fully licensed to distribute certain information, products, software, and/or services and desires to make such products and services available to S&P for S&P’s use as provided herein and as set forth in each Order Schedule attached hereto and made a part hereof (each, an “**Order Schedule**”); and

WHEREAS, S&P desires to access PROVIDER’s information, products, related software and/or services to use internally and provide to its customers through various S&P Products and Services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by both parties as follows:

### 1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings given below:

“**Affiliate**” means any current or future entity directly or indirectly Controlled by, under common Control with, or Controlling S&P Global Inc.

“**Control**” (and all of its variations) means having greater than fifty percent (50%) equity interest (or other comparable interest for an entity other than a corporation) or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.

“**Data**” means any data used in connection with this Agreement, including S&P Data.

“**Delivery Specifications**” means the specifications for delivery of the PROVIDER Services to S&P, as described in the applicable Order Schedule.

“**Derivative Works**” means any and all works, content, derived data, and/or calculations developed by a party and/or its Affiliates utilizing Data and/or other information from the other party under the terms of this Agreement.

“**PROVIDER Service(s)**” means the information, product(s), software, and/or service(s) provided by PROVIDER to S&P, as described in the applicable Order Schedule.

**“PROVIDER Trademarks”** means the trademark(s), service mark(s), logo(s), and/or Internet domain name(s) of PROVIDER set forth in the applicable Order Schedule and/or as otherwise provided by PROVIDER to S&P.

**“S&P Data”** means data provided by S&P to PROVIDER in its performance of the PROVIDER Service, as well as any S&P Confidential Information as defined in Section 15(C)

**“S&P Products and Services”** means any and all product(s) and/or service(s) developed and/or licensed by S&P and/or its Affiliates currently or in the future (including, without limitation, any replacement or successor product(s) now in existence or hereafter developed) to its customers and/or potential customers, including but not limited to customers who are permitted to redistribute the PROVIDER Services.

**“Service Level Agreement”/“SLA”** means service level specifications relating to the PROVIDER Services and associated escalation procedures as described in the applicable Order Schedule.

## 2. ACCESS GRANT

A. Subject to the terms and conditions of this Agreement and as may be further set forth in the applicable Order Schedule(s), PROVIDER hereby grants to S&P a royalty-free, worldwide right and license to access, store, process, edit, translate, package, reformat, reproduce, disseminate, display, distribute, and/or utilize each PROVIDER Service: (i) for S&P’s own internal use including, without limitation, for research and development purposes; (ii) to create Derivative Works only if affirmatively granted in an Order Schedule; (iii) as part of the S&P Products and Services provided to its customers and/or potential customers in any and all media now known or hereafter devised (including, without limitation, in desktop products, mobile applications, software applications, application program interfaces [i.e., APIs], and/or feed products); and/or (iv) for each S&P customer’s (a) internal use and limited distribution in its ordinary course of business and/or (b) if applicable, further distribution to its clients (if and as may be further set forth in an Order Schedule). PROVIDER further grants to S&P the right to sub-license the usage rights as detailed in this Section 2(A) to its Affiliates. Notwithstanding the foregoing, S&P may provide the PROVIDER Services to S&P’s third party service facilitator.

B. PROVIDER shall furnish S&P with the PROVIDER Services described in the applicable Order Schedule(s) in accordance with the terms and conditions of this Agreement and the applicable Order Schedule(s). Use of each individual PROVIDER Service is subject to any restrictions set forth in the applicable Order Schedule for that individual PROVIDER Service. S&P may add additional PROVIDER Services if S&P and PROVIDER each execute additional Order Schedule(s) to this Agreement substantially in the form attached hereto. When executed by S&P and PROVIDER, each Order Schedule shall constitute a separate agreement and, except for any provisions herein that are specifically excluded or modified in such Order Schedule, shall incorporate therein the terms and conditions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Order Schedule, the terms of the Order Schedule shall prevail with respect to that Order Schedule only. Except as may be specifically provided for in an Order Schedule, any modifications contained in any Order Schedule shall not modify this Agreement with respect to any other Order Schedule.

C. Except for the rights provided pursuant to this Agreement, S&P owns and retains all intellectual property rights in and to the S&P Data and Derivative Works and reserves all right, title and interest in the S&P Data and Derivative Works.

D. PROVIDER hereby grants to S&P a non-exclusive, non-transferable, royalty-free right and license to use the PROVIDER Trademarks as part of and/or in connection with its marketing, promotion, and distribution of the PROVIDER Services as part of the S&P Products and Services.

### **3. DELIVERY OF THE PROVIDER SERVICES BY PROVIDER TO S&P**

A. PROVIDER shall provide S&P with access to the PROVIDER Services and updates thereto in accordance with the Delivery Specifications and Service Level Agreement in the applicable Order Schedule. PROVIDER will provide all PROVIDER Services in a highly professional manner consistent with generally accepted professional standards for companies engaged in services of similar complexity. PROVIDER shall ensure that all personnel involved in providing the PROVIDER Services shall have sufficient experience, skills and expertise for the applicable PROVIDER Services.

B. Services and that all times PROVIDER shall devote sufficient resources to the PROVIDER Services.

C. PROVIDER shall adhere to the terms of each Order Schedule and its Annexes, including any Service Level Agreement with regard to delivery and functionality of each PROVIDER Service and PROVIDER's performance under this Agreement and the applicable Order Schedule.

### **4. NO PROMOTION**

PROVIDER shall not, without the prior written consent of S&P in each instance, (A) use in advertising, publicity, or otherwise: (i) the name of S&P or any employee of S&P, (ii) any S&P-owned trade name, trademark, trade device, service mark, logo, symbol, or any other S&P indicia, or (iii) any abbreviation, contraction or simulation thereof; or (B) represent, directly or indirectly, that any product or any service provided by PROVIDER has been approved or endorsed by S&P.

### **5. FEES AND PAYMENTS**

A. In full consideration for the access and rights granted by PROVIDER under this Agreement and the applicable Order Schedule, S&P shall pay the fees as set forth in the applicable Order Schedule ("Fees") if/as such Fees may become payable, commencing on the Billing Commencement Date (as defined in the applicable Order Schedule) unless otherwise set forth therein.

B. All Fees shall be paid in United States dollars plus all applicable sales, use, value added, goods and services, or similar consumption taxes chargeable on the Fees and set forth in the applicable invoice; provided, however, that New York state sales and use tax will not be owed if S&P provides a New York State and Local Sales and Use Tax Exemption Certificate to Provider. S&P shall be entitled to deduct and withhold from the Fees any taxes it is required to deduct and withhold under applicable law, and to the extent such deducted amounts are timely paid to the applicable governmental authority, all such amounts shall be deemed and treated as paid and delivered to the PROVIDER hereunder. PROVIDER shall provide information or certification as to the tax residence of PROVIDER and shall notify S&P of any change in such information or certification.

A. The Fees shall be due and payable as specified in the applicable Order Schedule. All invoices shall be addressed to S&P as specified in the applicable Order Schedule and delivered to: [CARMInvoices@spglobal.com](mailto:CARMInvoices@spglobal.com).

B. If PROVIDER wishes to propose revised Fees for any Renewal Term (defined in Section 6(B) below), PROVIDER shall send S&P written notice of the proposed Fees at least one hundred twenty (120) days prior to the end of the Initial Term or the then-current Renewal Term. S&P shall use best efforts to respond to such proposal within thirty (30) days of S&P's receipt of such written notice. Any price increase will take effect at an S&P customer's next renewal period upon a notice period of not less than 60-days prior to the end of that customer's current initial or renewal term. For the avoidance of doubt, however, S&P shall be under no obligation to approve any such proposed Fee revision and in no event shall a Fee increase exceed the greater of three percent (3%) or the US Consumer Price Index (CPI) rate for the preceding year.

C. Unless otherwise specified in the applicable Order Schedule, PROVIDER shall be responsible for all transmission costs relevant to provision and delivery to S&P of the PROVIDER Services and any associated information.

D. In addition to any other remedies it may have, S&P reserves the right to reduce the Fees by an amount equal to the Fees for the relevant calendar quarter divided by the number of Business Days (where a "**Business Day**" means any day excluding Saturdays, Sundays and holidays when the New York Stock Exchange is closed) during which, for any reason not attributable to S&P, the PROVIDER Services are not delivered to S&P.

E. For the avoidance of doubt, S&P reserves the right to determine, in its sole discretion, the fees charged for the S&P Products and Services to its clients and customers.

## 6. TERM AND TERMINATION

A. This Agreement shall commence as of the Effective Date set forth above and shall continue in effect thereafter for as long as any Order Schedule entered into pursuant to this Agreement remains in effect. Should all Order Schedules pursuant to this Agreement be terminated, this Agreement shall automatically terminate.

B. The term of each Order Schedule shall commence on the Commencement Date specified therein and shall continue for the duration of the Initial Term as specified therein. Following the Initial Term of any Order Schedule, unless otherwise specified in the applicable Order Schedule, such Order Schedule shall be automatically extended for successive renewal term(s) of twelve (12) months (each, a "**Renewal Term**") each unless either party notifies the other in writing of its decision not to extend the term of such Order Schedule at least ninety (90) days prior to the expiration of the term then in effect.

C. In the event of a material breach by either party, the non-breaching party may terminate the applicable Order Schedule by giving thirty (30) days prior written notice thereof (such notice specifying the breach); provided, however, that such termination shall not take effect if the party in breach cures or corrects the breach and provides notice of such rectification within such thirty-day notice period.

D. Either party may terminate any or all Order Schedules immediately upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

E. Notwithstanding anything to the contrary set forth in this Agreement, following termination of this Agreement or an applicable Order Schedule for any reason, S&P shall have a worldwide, perpetual, no-fee right to use the PROVIDER Services received prior to such termination.

F. Upon termination of this Agreement or an applicable Order Schedule for any reason, PROVIDER shall cease use of all S&P Data. PROVIDER shall promptly purge all S&P Data that has been stored in its computer systems, databases, or any data storage facilities owned or under its control except that PROVIDER shall have the right to retain copies of the S&P Data for purposes of litigation, audit and regulatory compliance provide that the S&P Data shall be used for no other purpose.

G. Upon termination of this Agreement or an applicable Order Schedule for any reason, S&P shall cease use of all PROVIDER Data. S&P shall promptly purge all PROVIDER Data that has been stored in its computer systems, databases, or any data storage facilities owned or under its control except that S&P shall have the right to retain copies of the PROVIDER Data for purposes of litigation, audit and regulatory compliance provide that the PROVIDER Data shall be used for no other purpose.

## **7. REPRESENTATIONS & WARRANTIES**

A. Each party represents and warrants that its entry into this Agreement and each Order Schedule is lawful and does not violate any other agreement to which it is a party.

B. PROVIDER represents and warrants that it has all necessary rights and licenses to furnish the PROVIDER Services exclusively to S&P and PROVIDER Trademarks to S&P and for S&P to use the PROVIDER Services and PROVIDER Trademarks as contemplated by this Agreement and each Order Schedule and that use of the PROVIDER Services and PROVIDER Trademarks as contemplated in this Agreement and each applicable Order Schedule does not infringe upon or violate any right of any third party (including, without limitation, any third-party copyright, trademark, trade secret, patent or other proprietary right).

C. Except for the access grant under this Agreement, nothing shall confer in S&P any other rights in or to the PROVIDER Services and PROVIDER Trademarks.

D. If a third party claims that S&P's use and/or dissemination of the PROVIDER Services or PROVIDER Trademarks in accordance with this Agreement and the applicable Order Schedule infringes on any proprietary rights of a third party, PROVIDER shall at its sole expense, upon S&P's request:

- i. procure for S&P the right to continue using the PROVIDER Services;

- ii. modify or amend the PROVIDER Services or the infringing part thereof so that the same become(s) non-infringing; and/or
- iii. replace the PROVIDER Services or the infringing part thereof by other data of similar content to S&P's reasonable specifications.

In addition to the foregoing rights of S&P under this Section 7(D), in the event of such a third-party claim, S&P may, in its sole discretion, (a) terminate this Agreement or any applicable Order Schedule hereto, in which case PROVIDER shall refund to S&P any prepaid fees, or (b) where S&P reasonably believes that the modification of the PROVIDER Services as permitted by subsections 7(D)(ii) or 7(D)(iii) above has adversely impacted the value of PROVIDER Services to S&P, within ninety (90) days of any such modification of the PROVIDER Services, request a reduction in Fees for the impacted PROVIDER Services, in which case the parties shall negotiate in good faith. Should the parties fail to agree on revised Fees within sixty (60) days of such request, S&P may terminate the applicable Order Schedule(s) hereto and be reimbursed for any prepaid fees calculated as of the date of such modification.

E. PROVIDER agrees and covenants that:

- i. it is responsible for determining the methods and means of performing the PROVIDER Services in accordance with this Agreement and the applicable Order Schedule in order to achieve S&P's goals as effectively and efficiently as possible.
- ii. it will make all reasonable efforts to ensure that the PROVIDER Services delivered to S&P have been and will continue to be developed with due care and skill and that, if notified by S&P of any errors or omissions in the PROVIDER Services, PROVIDER shall promptly correct or complete such errors or omissions and then retransmit the corrected or completed PROVIDER Services to S&P;
- iii. the PROVIDER Services will continue to be provided during the term of the applicable Order Schedule at least to the same standard in terms of quality and timeliness as at the Commencement Date specified in each applicable Order Schedule;
- iv. it will not include computer code in the PROVIDER Services (a) which may disrupt, disable, harm, or otherwise impede in any manner the operation of the S&P Products and Services (including, without limitation, aesthetical disruptions or distortions), or any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses", "Trojan horses" or "worms"), (b) that would disable the S&P Products and Services or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, or advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices), or (c) that would permit PROVIDER to access the S&P Products and Services to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms that would cause such programs to cease functioning or to damage or corrupt the S&P Products and

Services, storage media, programs, equipment or communications, or otherwise interfere with operations; and

- v. All proprietary rights (including, without limitation, copyrights, trademark rights, trade secrets, and database rights) in and to the S&P Products and Services and any Derivative Works are and shall remain the sole and exclusive property of S&P. S&P reserves the right to use, publish, license and distribute the S&P Products and Services and/or the Derivative Works in its sole discretion and is under no obligation to purge or modify them should this Agreement and/or applicable Order Schedule terminate.
- vi. Notwithstanding anything to the contrary contained herein, PROVIDER reserves the right to change, modify, add to, discontinue, or retire any aspect or feature of the PROVIDER Service at any time without notice. From time to time, PROVIDER may, but is under no obligation to, release upgrades, fixes or new versions of the PROVIDER Service, although these upgrades may not be consistent across all platforms and devices, provided that, if PROVIDER schedules a change to PROVIDER Service that has a reasonable likelihood of directly causing a material detrimental effect to the services provided hereunder (each, a "Material Modification"), then S&P shall be entitled to terminate the Agreement pursuant to Section 6.C hereof. To the extent possible under the circumstances, PROVIDER shall provide notice to S&P of its intention to make a Material Modification at least sixty (60) days prior to making the Material Modification.

## **8. DISCLAIMER OF WARRANTIES**

EXCEPT (A) AS EXPRESSLY STATED HEREIN AND/OR THE APPLICABLE ORDER SCHEDULE(S), AND/OR (B) FOR FRAUD OR FRAUDULENT MISREPRESENTATION, PROVIDER AND ITS AFFILIATES, S&P AND ITS AFFILIATES, AND ALL OF THEIR SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE PROVIDER SERVICES OR THE S&P PRODUCTS AND SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF.

## **9. LIMITATION OF LIABILITIES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL S&P OR ITS AFFILIATES, PROVIDER OR ITS AFFILIATES, OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10 BELOW) FOR ANY CLAIMS AGAINST THE OTHER BY THIRD PARTIES.

IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY OR THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, EXCEED THE FEES PAYABLE BY S&P TO PROVIDER FOR THE APPLICABLE PROVIDER SERVICE IN THE PRECEDING CALENDAR YEAR IN WHICH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE RELATED TO OR ARISE FROM A PARTY'S VIOLATION OF ANY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY AND DATABASE RIGHTS (INCLUDING, BUT NOT LIMITED TO, TRADEMARKS AND COPYRIGHTS), AND/OR A PARTY'S WILLFUL MISCONDUCT, AND IN THE CASE OF PROVIDER, ITS INDEMNITY OBLIGATIONS UNDER SECTION 10(B) BELOW. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY A PARTY MORE THAN TWO (2) YEARS AFTER SUCH ACTION HAS ACCRUED, EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 BELOW.

## **10. INDEMNIFICATION**

A. Each party shall, at its sole cost and expense, indemnify and hold the other party harmless from and against any and all liabilities, claims, losses, damages, injuries or expenses, including reasonable attorneys' fees, arising in connection with any third-party claim resulting out of a breach or alleged breach of any of a party's representations, warranties or obligations in Section 7 of this Agreement.

B. PROVIDER shall, at its sole cost and expense, defend, indemnify and hold S&P harmless from and against any and all liabilities, claims, losses, damages, injuries or expenses, including reasonable attorneys' fees, relating directly or indirectly to (i) any Security Incident; and (ii) any third-party claim or litigation against S&P alleging that the PROVIDER Services or any element thereof infringe(s) on and/or violate(s) any copyright, trademark, patent or other proprietary right of any third party.

C. With respect to any claim which may form the basis of an indemnity under this Section 10, the party seeking indemnification shall give prompt notice of such claim to the other party, as well as the opportunity to defend, compromise, or settle such claim with counsel selected by such other party, and shall fully cooperate (at the indemnifying party's expense) in the course thereof; provided, however, that the indemnifying party shall not enter into any compromise or settlement that shall have the effect of creating any liability or obligation (whether legal or equitable) on the part of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld, and no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release under said compromise or settlement.

## **11. INJUNCTIVE RELIEF**



In the event of a breach or threatened breach of any of the provisions of this Agreement or any Order Schedule by either party, or any employee or representative of either party, the other party shall be entitled to seek preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing herein shall preclude either party from pursuing any action or other remedy for any breach or threatened breach of this Agreement or any Order Schedule, all of which shall be cumulative.

## **12. FORCE MAJEURE**

Neither party shall be responsible or liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, fire, flood, severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the party so affected at the time such causes arise and not due to such party's negligence. In the event that a force majeure event prevents PROVIDER from performing its obligations under this Agreement or any Order Schedule for a period of five (5) consecutive Business Days, S&P shall have the right to terminate the applicable Order Schedule upon written notice and PROVIDER shall refund any prepaid, unearned fees.

## **13. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

PROVIDER represents, warrants, and covenants that it has implemented, will maintain throughout the term of this Agreement, and shall follow best industry practices in its standard data security, business continuity, disaster recovery, and anti-virus processes, policies, and procedures (including, but not limited to, backup capabilities and facilities) to assist PROVIDER in performing its obligations hereunder with minimal disruptions or delays including but not limited to mitigating risk and/or severity of a force majeure occurrence as set forth in Section 12 above. Such plans shall include the transition to a backup site within four (4) to six (6) hours of the occurrence of any failover. PROVIDER's current Business Continuity and Disaster Recovery Plan ("**Plan**"), is attached hereto as Exhibit A. PROVIDER shall provide S&P with an updated Plan written in the English language within sixty (60) days of each anniversary of the Effective Date of this Agreement.

## **14. SECURITY INCIDENT PROCEDURES**

Unless expressly prevented by law enforcement or other similar authority, PROVIDER will provide immediate notice (within 24 hours of discovery of such incident) to S&P in the event of any actual or suspected Security Incident (as hereinafter defined), whether or not such notice is required by law. A Security Incident shall include, but not be limited to, any actual or suspected (A) unauthorized access to or acquisition of S&P Data; (B) any unauthorized or accidental loss, alteration, or destruction of any S&P Confidential Information (as defined in Section 15(C) below) and/or any Derivative Works (if applicable) (collectively, "**S&P Data**"); (C) any compromise, intrusion, interference with, or unauthorized access to networks, systems, databases, servers, or electronic or other media on which S&P Data is processed or from which S&P Data may be accessed; or (D) any other event that could compromise the privacy, confidentiality, integrity, or availability of S&P Data or the proper functioning of the network resources of S&P or any suppliers/service PROVIDERs of S&P. Notwithstanding Section 15(L)

below, such notice will be made via live phone call (not voice message) to S&P's Chief Legal Officer or other designated representative of S&P. PROVIDER shall investigate and fully cooperate with S&P with respect to the investigation of, response to, and remediation of, any such Security Incident, and shall share all applicable information with S&P. PROVIDER shall also fully cooperate with all reasonable requests made by S&P should either PROVIDER or S&P determine that the Security Incident must be disclosed to the authorities, to individuals whose information was affected, or to any other person or entity who has been affected by the Security Incident. Unless otherwise directed by S&P, all such disclosures, and any other steps taken related to any such Security Incident, including without limitation identifying, investigating, addressing, managing, remediating, notifying individuals or government authorities about a Security Incident, and, if applicable, providing notification and credit watch services to the affected individuals and any forensic analysis conducted as a result of the Security Incident, shall be fully managed by PROVIDER; provided, however, that: (i) unless otherwise required by law, no such disclosures or notifications shall be made by PROVIDER without S&P's prior written consent, and (ii) the content and delivery details of all such disclosures and notifications is subject to review and approval by S&P in each instance. Notwithstanding any other provision to the contrary, PROVIDER shall be solely responsible for all direct and indirect costs and expenses that S&P and/or PROVIDER may incur that are attributable to or arise from identifying, investigating, addressing, managing, remediating, or notifying individuals or government authorities about a Security Incident, including, without limitation, the costs associated with providing notification and credit watch services to the affected individuals and any forensic analysis conducted as a result of the incident.

## 15. MISCELLANEOUS

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its rules of conflict of laws. Both parties agree to the exclusive jurisdiction of the state and federal courts sitting in New York, New York for the resolution of any disputes arising from or related to this Agreement.

B. **Assignment.** Neither party may assign or transfer this Agreement (and/or any Order Schedule) or assign or delegate its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that S&P shall be permitted to assign its rights and/or obligations in whole or in part to any entity that acquires all or substantially all of the business or assets of S&P or any Affiliate (whether through stock purchase, asset acquisition, merger or otherwise) and in such circumstance S&P shall provide PROVIDER with prompt written notice or to any Affiliate.

C. **Confidential Information.** The parties understand and agree that in the performance of this Agreement each party may have access to Confidential Information of the other party. For purposes of this Agreement, "**Confidential Information**" shall mean information or data (i) that is labelled or identified clearly as confidential by the disclosing party; or (ii) in respect of which the receiving party has received from the disclosing party specific written notice of its proprietary and confidential nature, either prior to or concurrently with the disclosure; or (iii) information that by the nature of its contents would be considered confidential information by a reasonable person under the circumstances. Neither party shall disclose, directly or indirectly, in whole or in part, to any third person, firm or corporation, any Confidential Information which it receives from the other party, except that any such information may be disclosed to a party's employees, agents or advisors (i) to the extent that party reasonably

determines such disclosure to be necessary; and (ii) provided that the receiving party is under the same obligations of confidentiality as are set out in this Section 15(C). Neither party shall use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as reasonably determined to perform its obligations under this Agreement (including any Order Schedule). Each party shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information, but not less than a reasonable degree of care. Notwithstanding the foregoing, information and data disclosed shall not be deemed to be Confidential Information, and the receiving party shall have no obligation to treat such information and data as Confidential Information, if such information and data: (i) was substantially known by the receiving party at the time of such disclosure; (ii) was known to the public at the time of such disclosure; (iii) becomes known to the public (other than by act of the receiving party) subsequent to such disclosure; (iv) is disclosed lawfully to the receiving party by a third party subsequent to the disclosure; (v) is developed independently by the receiving party without reference to the Confidential Information; (vi) is approved in writing by the disclosing party for disclosure; or (vii) is required by law to be disclosed by the receiving party, provided prior written notice of such required disclosure is given to the disclosing party. Upon request by the disclosing party or upon termination of this Agreement (or the applicable Order Schedule), the receiving party shall return to the disclosing party all copies of the Confidential Information or other materials incorporating Confidential Information in the possession of its employees, agents or advisors or, if so instructed by the disclosing party, the receiving party shall destroy all such copies.

D. **Independent Contractor.** Each party acknowledges and agrees that the other is an independent contractor and shall have no authority to act as an agent of the other; nor shall either party bind or purport to bind the other to any commitment, obligation, or liability to any third party. This Agreement does not create a partnership or a joint venture relationship between the parties.

E. **Entire Agreement.** This Agreement, together with all executed Order Schedules, constitutes the entire agreement of the parties hereto with respect to its subject matter and may not be amended or modified other than in a writing signed by duly authorized officers of both parties. This Agreement supersedes all previous agreements between the parties with respect to its subject matter.

F. **Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

G. **Waiver.** The failure of a party to insist upon strict compliance with any term or provision of this Agreement on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. No provision of this Agreement shall be waived except by a written instrument signed by the party charged with the waiver.

H. **Compliance with Law.** Both parties shall perform their obligations hereunder in compliance with all applicable laws and regulations, including but not limited to anti-corruption, economic sanctions, securities and anti-money laundering laws and regulations, now or hereinafter in effect. Nothing in this Agreement (including in any Order Schedule) shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations.

I. **Economic Sanctions.** As of the Effective Date of this Agreement: (i) neither PROVIDER nor S&P (nor any of the subsidiaries or any director or corporate officer of any of the foregoing entities) is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or other relevant sanctions authority (collectively, “**Sanctions**”); (ii) neither PROVIDER nor S&P is: (a) fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions, (b) an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, or (c) located, organized, or resident in a country that is the subject of territorial Sanctions; (iii) to the best of PROVIDER’s knowledge, no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of PROVIDER is the subject of Sanctions; and (iv) to the best of S&P’s knowledge, no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of S&P is the subject of Sanctions. For so long as this Agreement is in effect, either party will promptly notify the other if any of these circumstances change.

J. **Anti-Corruption Compliance.** PROVIDER represents and warrants that it has policies and procedures in place designed to ensure that, in carrying out its responsibilities under this Agreement, PROVIDER, its officers, employees, agents and others working on its behalf comply with the Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010 (as amended) and other applicable anti-corruption laws; and that PROVIDER shall take reasonable best efforts to ensure that the payments made to PROVIDER by S&P under this Agreement will not be used to make payments to any government official or employee, political party, official or employee of any political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of applicable anti-corruption laws.

K. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain in full force and effect.

L. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly delivered as of the date received, if delivered by hand, overnight courier, or sent postage prepaid by registered mail or certified mail return receipt requested, with acknowledgment by the receiving party, to the below address or such other address as either party shall specify in a written notice to the other. Notwithstanding the foregoing, notices and other communications regarding notice addresses and contact persons shall be effective if sent to the other party via electronic mail.

If to S&P, unless otherwise set forth in the applicable Order Schedule:

S&P Global Inc.  
55 Water Street  
New York, NY 10041 USA  
Attention: Global Head, Content Acquisition & Rights Management  
And an email copy to: [CARMVendorNotices@spglobal.com](mailto:CARMVendorNotices@spglobal.com)

With a copy to:  
S&P Global Inc.

55 Water Street  
New York, NY 10041 USA  
Attention: Legal Department


If to PROVIDER: as set forth in the applicable Order Schedule.

M. **Survival.** Sections 4, 6(E), 7, 8, 9, 10, 15(C), and 15(L) shall survive the expiration or termination of this Agreement for whatever reason.

N. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Benjamin [INSERT NAME]


By:   
D87E2F1EC87149D...

Name: Andrew Lebbos

Title: VP of Licensing

Date: 8/4/2023

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

By:   
8A586B0928AB408...

Name:

Title:

Date:

## EXHIBIT A

### PROVIDER's Business Continuity and Disaster Recovery Plan

# Benzinga Backup and Disaster Recovery

This document outlines Benzinga's critical resources and outlines storage and recovery plans.

90% Infrastructure could be spun up within 24hrs considering, and much less focusing on any single service. The main bottleneck for any data service are the recovery time from network / disk I/O for our Content and Datastores.

## 1 Recovery Point Objective / RPO

24 Hours - Designated RPO, however, aim for a much higher standard for news, and data. All critical data is backed-up with in a 24hr period or more frequently.

## 2 Recovery Time Objective / RTO

Being a service provider to the active trader community, 0 downtime is our expectation during market hours, and much isn't tolerated during off-hours.

## 3 Recovery Responsibility

As a whole, the platform (backend and operation) engineering team is responsible for recovery of all services. Some services have individual owners who specialize in development an ownership of that service, however, most setup is run to be replicable and documented so any individual on the team may help.

<u>Service</u>	<u>Backup</u>	<u>Recovery</u>

<b><u>Internal / IT / 3rd Party</u></b>		
<b>Google Workspaces</b> Benzinga internal email and drive/docs	Managed service, 3rd Party Backup Druva	RPO: At most 24hr loss of data  Team: IT Team, Lead Bert David
<b>SalesForce</b>	Managed service, 3rd Party Backup Druva	RPO: At most 24hr loss of data  Team:

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

		IT Team, Lead Bert David
<b><u>Public APIs</u></b>		
TCP Services	Runs as StandAlone EC2 Instance  Data in Kafka	Team: Platform Team, Lead Darwin Smith
NewsAPI	Runs in Kubernetes Cluster  Data in Elasticsearch	Team: Platform Team, Lead Darwin Smith
CalendarAPI, Signals	Runs in Kubernetes Cluster  Data in Elasticsearch	Team: Platform Team, Lead Darwin Smith
Realtime News (websockets, webhooks, Discord)	Runs in Kubernetes Cluster  Data in Kafka	Team: Platform Team, Lead Darwin Smith
Corporate Logos	Runs in Kubernetes Cluster  Data in Elasticsearch, Mongo Druapl	Team: Platform Team, Lead Darwin Smith
Market Data (Bars, Fundamentals)	Runs in Kubernetes Cluster  Data in RDS, Kafka	Team: Platform Team, Lead Tom Fishwick
Squawk	Runs both in Kubernetes Cluster and as stand-alone instance	Team: Platform Team, Lead Hemraj Gharia
<b><u>Platform Services</u></b>		
<b>GitLab @ Digital Ocean</b> Code repository, code review issue queue, ci/cd pipelines	System & Files - Automated system snapshots  Database - managed service with point-in-time recovery  Periodic full backups to S3	RPO: At most 24hr loss of data  Recovery Time: 1 - 6 hrs  Any code node in an existing backup can be synced by any developer with that code.  Team:



		Platform Team, Lead Darwin Smith
<b>Fastly</b> CDN for most site properties	Managed service, support	Team: Platform Team, Lead Bert David
<b>AWS EC2</b> Compute instances	<p>Kubernetes resources are automated.</p> <p>Stand-alone services are given a snapshot when built for fast recovery.</p> <p>Critical systems are provisioned using a hosted terraform service.</p>	<p>RPO: N/A</p> <p>Recovery time: Any single instance &lt; 2hrs, most cases &lt; 10minutes.</p> <p>Platform Team, Lead Darwin Smith</p>
<b>Market Data</b>	Runs in Kubernetes Cluster	Team: Platform Team, Lead Tom Fishwick
<b>Fundamentals</b>	Runs in Kubernetes Cluster	Team: Platform Team, Lead Tom Fishwick
<b>Drupal</b>	<p>Runs as StandAlone EC2 Instance (cluster)</p> <p>Data in RDS, Mongo</p>	Team: Platform Team, Lead Bert David
<b>Wordpress + Laravel (main .com / Money / News)</b>	<p>Runs as StandAlone EC2 Instance</p> <p>Data in RDS, APIs</p>	Team: Platform Team, Lead John Gulbranson
<b>Kubernetes @ AWS</b> Container services	All code saved to code repository and can be recreated.	<p>RPO: N/A</p> <p>Recovery time: &lt; 6 hrs</p> <p>Team: Platform Team, Lead Darwin Smith</p>
<b>Wordpress (Events) @ Digital Ocean</b>	Systems, Files and Databases have automated system snapshots.	RPO: At most 24hr loss of data

	Data on local instance.	Recovery time: Any single instance < 1hr.
<b>Marketfy @ GCP</b>	Automated backups are handled for managed database.  Systems are provisioned with terraform.	RPO: At most 24hr loss of data Recover time: In full < 6hrs  Team: Platform Team, Lead Will Wagner
<b><u>Platform Services / Datastores</u></b>		
<b>Kafka @ Aiven</b>	Managed service, support	RPO: At most 24hr loss of data  Team: Platform Team, Lead Darwin Smith
<b>RDS @ AWS</b> Database services	Managed database services. Point in time backups enabled for all production databases.  Critical systems are replicated in multiple availability zones.  Content and Data stores are synced to multiple datastores and s3 for additional recovery options.	RPO: At most 24hr loss of data  Team: Platform Team, Lead Darwin Smith and respective members from above
<b>Mongo @ AWS, Mongo Cloud Manager</b>	Runs as StandAlone EC2 Instance backed by Mongo Cloud Manager  Replicated, 3 hosts, multi-AZ  Primary data for calendar, API admin, and other data stores.  Secondary for content.	RPO: At most 4hr loss of data  Team: Platform Team, Lead Bert David

<b>Elasticsearch (Calendar) @ Aiven</b>	<p>Managed service, support</p> <p>Replicated, Multi-AZ</p> <p>Secondary data. Backfill jobs available if cluster needs to be rebuilt.</p>	<p>RPO: N/A</p> <p>Recovery time: &lt; 1 hrs to realtime data, up to 4 hours for complete backfill</p> <p>Team: Platform Team, Lead Darwin Smith</p>
<b>Elasticsearch (Content) @ AWS</b>	<p>Managed service, support</p> <p>Replicated, Multi-AZ</p> <p>Secondary data. Backfill jobs available if cluster needs to be rebuilt.</p>	<p>RPO: N/A</p> <p>Recovery time: &lt; 1 hrs to realtime data, up to 24 hours for complete backfill</p> <p>Team: Platform Team, Lead Darwin Smith</p>