



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2018-02-22

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 ITCONSULT	Procurement Folder: 424507
Document Name: Statewide Contract for Gartner Services	Reason for Modification:
Document Description: Statewide Contract for Gartner Services	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2015-10-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-03-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000100841 GARTNER INC PO BOX 911319 DALLAS TX 753911319 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Larry McDonnell Requestor Phone: (304) 558-9999 Requestor Email: larry.d.mcdonnell@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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AGENCY COPY

gpc 2/22/18

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper <i>Linda Harper</i> DATE: 2018-02-16 ELECTRONIC SIGNATURE ON FILE <i>2-27-18</i>	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>John D. Jones</i> DATE: <i>2-27-18</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>MAR 6 2018</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Documentation to assign contract from vendor account 000000186425 to the headquarters account 000000100841. Old procurement folder 131301.

No other changes.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81141902			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Gartner Services

Extended Description:

Gartner Services Prices are attached to the header as an MS Excel file.

ITCONSULT	Document Phase Draft	Document Description Statewide Contract for Gartner Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA OFFICE OF TECHNOLOGY & GARTNER INC
PARTICIPATING ADDENDUM FOR GARTNER CONTRACT NO. 444513.

This Participating Addendum ("Addendum") is entered into by the West Virginia Purchasing Division (at the request of the West Virginia Office of Technology), hereinafter ("State") and Gartner Inc. hereinafter ("Gartner") to provide the State with access to the terms and conditions contained in the existing State of Iowa Department of Administrative Services contract number 4445-13 that has an effective date of March 26, 2013 hereinafter ("Iowa contract") in the formation of the Contract created by this Addendum.

Whereas, the State of Iowa has entered into a contract with Gartner.

Whereas, the West Virginia Office of Technology has requested permission from the Purchasing Division to adopt and utilize the contract between Iowa and Gartner, in an arrangement commonly referred to as piggybacking.

Whereas, this Addendum and supporting documents, once approved by the Purchasing Division and the Attorney General's office, memorialize the intent of the State and Gartner to contract under the terms of the Iowa Contract as modified to provide for West Virginia law.

Whereas, the West Virginia Office of Technology has requested that the resulting contract be treated as a statewide contract available to other state agencies.

The parties Agree as follows:

1. **Scope of work:** This Addendum extends the terms and conditions contained in the Iowa Contract to the State of West Virginia, subject to any modifications or additions to those terms and conditions contained herein. By signing this Addendum, Gartner agrees to provide the Research and Advisory Subscription services offered under the Iowa Contract to the State and the State agrees to pay for those commodities or services.
2. **Required Changes to Contract:** The Iowa Contract as it relates to the State and Gartner shall be modified as follows to comply with laws specific to the State.
 - a. **WV-96** – The Iowa Contract, as it relates to the State of West Virginia, is hereby modified to include the terms contained in the modified WV-96 Agreement Addendum, which is attached hereto as Exhibit A and specifically incorporated herein by reference.
 - b. **Other Modifications** – The following terms are hereby incorporated into the Iowa Contract, as it relates to the State of West Virginia, through this Addendum:
 - i. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other

confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- ii. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Gartner must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, Gartner must provide all necessary releases to obtain information to enable the Purchasing Division Director to verify that Gartner is licensed and in good standing with the above entities.
 - iii. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, Gartner agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Gartner.
3. **Order of Precedence:** With exception of terms 2 and 3, of Attachment no 2 of Iowa contract entitled "Service Agreement", this Addendum will have first priority over all other documents included in the Contract. The modified WV-96 will have second priority. Contract documents from the Iowa Contract, attached hereto as Exhibit B, will have third priority.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity:

State of West Virginia
(through the Purchasing Division)

By: [Signature]

Print Name: Mr. Michael Sheets

Title: Assistant Director

Date: 08/04/15

State of West Virginia
Office of Technology

By: [Signature]

Print Name: Justin T. McAllister

Title: CFO

Date: 6/9/15

Contractor:

Gartner, Inc.

By: [Signature]

Print Name: Phillip A. Cummings
Director, Government Contracts

Title: _____

Date: 29 June 2015

State of West Virginia
Attorney General (as to form)

By: [Signature]

Print Name: John S Gray

Title: Deputy Attorney General

Date: 3-5-18

EXHIBIT A – WV-96

10/10/2010 10:10:10 AM

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Purchasing Unit: WVOT
 Signed: [Signature]
 Title: CFO
 Date: 7/14/15

VENDOR

Company Name: RENEWAL INC.
 Signed: [Signature]
 Title: _____
 Date: 14 July 2015

EXHIBIT B – Contract Documents


Contract Declaration & Execution Page

Iowa Department of Administrative Services (DAS)


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Title of Contract: Information Technology & Advisory Services		Bid Proposal Number RFP1113005308	Contract Number 4445-13
This Agreement is entered into between the State of Iowa (by and through its agency - Department of Administrative Services/State CIO) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services			
Contractor's Name: Gartner, Inc.			
Contract to Begin: 4/1/2013	Date of Expiration: 3/31/2019	Annual Extensions: 0	
The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:			
Attachment 1 – Terms & Conditions		Page	2
Attachment 2 – Service Agreement (SA) License Terms.....		Page	15
Attachment 3 – Service Agreement		Page	16
Attachment 4 – RFP and all Amendments.....		Page	18
Attachment 5 – Contractor's Response to RFP.....		Page	19
Schedule A – Scope of Work.....		Page	20
Schedule B – Performance Standards.....		Page	21
Schedule C – Pricing Schedule.....		Page	24

* Contractor:

By (Authorized Signature) 	Date Signed 3/26/13
Printed Name and Title of Person Signing Phillip A. Cummings Director, Government Contracts	
Address Gartner, Inc. 56 Top Gallant Road Stamford, CT 06904	

State of Iowa:

By (Authorized Signature) 	Date Signed 3/26/13
Printed Name and Title of Person Signing Mike Carroll, Director	
Address Iowa Department of Administrative Services Hoover Building, Level 3 1305 E Walnut Des Moines, IA 50319	

Attachment 1
General Terms and Conditions

A. DEFINITIONS AND GENERAL INFORMATION

The following words shall be defined as set forth below:

1. **"Acceptance"** means that the DAS/State CIO has determined that one or more Deliverable reports or reviews satisfy the DAS/State CIO's expectations. Non-acceptance means that the DAS/State CIO has determined that one or more Deliverables have not satisfied expectations.
2. **"Acceptance Criteria"** means the Reports, Reviews and any other services provided, or other criteria designated by the DAS/State CIO and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
3. **"Acceptance Tests"** or **"Acceptance Testing"** mean the, reviews and other activities that are performed by or on behalf of DAS/State CIO to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the DAS/State CIO, as determined by the DAS/State CIO in its sole discretion.
4. **"Bid Proposal"** or **"Proposal"** means the Contractor's proposal submitted in response to the RFP.
5. **"Contract"** means the collective documentation memorializing the terms of the agreement between the DAS/State CIO and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s).
6. **"Contract Declarations & Execution Page(s)"** means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).
7. **"Deficiency"** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.
8. **"Deliverables"** means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.
9. **"Documentation"** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.
10. **"RFP"** means the Request for Proposals and any Addenda thereto identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.
11. **"Special Contract Attachments"** means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

12. "Special Terms" means the Contract attachment entitled "Special Terms" that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

13. "Specifications" means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

14. "State" is the Iowa Department of Administrative Services ("DAS") and the State Chief Information Officer ("CIO"), and that no other agency is authorized to bind the State regarding this contract.

B. **Duration of Contract.** The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The DAS/State CIO may, in its sole discretion, exercise any applicable extension by giving the Contractor written notice of the extension decision at least thirty (30) days prior to the expiration of the initial term or renewal term.

C. **Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications.

D. **Compensation**

1. **Pricing.** The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms. The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The DAS/State CIO shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The DAS/State CIO shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The DAS/State CIO may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

2. **Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the DAS/State CIO may withhold compensation or payments to Contractor, in whole or in part, without penalty to the DAS/State CIO or work stoppage by Contractor, in the event the DAS/State CIO determines that: (i) Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or (ii) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the DAS/State CIO under this Contract.

3. **Setoff against Sums Owed by the Contractor.** In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Contractor under this Contract, or (2) any sum or amount owed by the State to Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

E. **Termination.**

Either party may, upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate the Master Agreement (MA) or an individual Service Agreement issued under the MA for breach of a material term or condition, provided the other party shall not have cured such breach within the ten (10) business day cure period.

State may also terminate this MA for its convenience upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall be entitled to payment of all fees incurred prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or States convenience shall survive such expiration or termination. Gartner agrees the master contract may be terminated by either party for a material breach of applicable terms and conditions and the State may also cancel the master contract or an individual service agreement for its convenience for any or no reason. State should note, payment for an individual service agreement is due at the time access to services is provided.

F. Confidential Information.

1. Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the DAS/State CIO to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the DAS/State CIO. The Contractor shall provide to the DAS/State CIO a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the DAS/State CIO at all times.

2. No Dissemination of Confidential Information. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the DAS/State CIO, either during the period of the Contract or thereafter. Any data supplied by the DAS/State CIO to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the DAS/State CIO. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the DAS/State CIO. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the DAS/State CIO and cooperate with the DAS/State CIO in any lawful effort to protect the confidential information.

4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the DAS/State CIO any unauthorized disclosure of confidential information.

5. Survives Termination. The Contractor's obligations under this section shall survive termination or expiration of this Contract.

6. The following exceptions to this section are agreed to by both parties:

(a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with this agreement, including the Gartner Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's

communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission. (b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information. The parties acknowledge agreement is subject to state Freedom of Information Act statute(s).

G. Indemnification.

1.
 - i. **Person and/or Tangible Property** - Contractor agrees to indemnify, defend and hold harmless the State, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Gartner, its personnel, or agents during the course of the Services under this Agreement.
 - ii. **Indemnity for Intellectual Property** - Upon notification of a claim against State alleging any Deliverable infringes a copyright, US patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against State. Contractor will not indemnify State however, if the claim of infringement is caused by (1) State's misuse or modification of the Deliverable; (2) State's failure to use corrections or enhancements made available by Contractor; (3) State's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) information direction, specification or materials provided by State. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for State to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to State the fees paid for such Deliverable. Gartner agrees to indemnify the State of Iowa for any harm to persons or property caused by Gartner employees and against any claims that a contract Deliverable infringes the intellectual property rights of a 3rd party.
 - iv. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
2. **Survives Termination.** Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the DAS/State CIO or any other Indemnified Party.

H. Insurance.

1. **Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the DAS/State CIO shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.
2. **Types and Amounts of Insurance Required.** Unless otherwise requested by the DAS/State CIO in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified on the Contract Declarations and Execution Page for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

3. Certificates of Coverage. Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the DAS/State CIO. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the DAS/State CIO upon execution of this Contract. The certificates shall be subject to approval by the DAS/State CIO. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DAS/State CIO. Approval of the insurance certificates by the DAS/State CIO shall not relieve the Contractor of any obligation under this Contract.

4. Waiver of Subrogation Rights. The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

i. Project Management & Reporting.

1. Project Manager. At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

Project Manager
Debbie O'Leary
Iowa Department of Administrative Services
Information Technology Enterprise
1305 E Walnut, Level B
Des Moines, IA 50319
515-281-8384
Debbie.Oleary@iowa.gov

2. Review Meetings. During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

3. Reports. At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

- i. Any event not within the control of the Contractor or the DAS/State CIO that accounts for the problem;
- ii. Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;
- iii. Damages incurred as a result of any party's failure to perform its obligations under this Contract; and
- iv. Any request or demand by one party that another party believes is not included within the terms of this Contract.

4. Problem Reporting Omissions. The DAS/State CIO's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the DAS/State CIO may have. The DAS/State CIO's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

5. Change Order Procedure. The DAS/State CIO may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

- i. **Written Request.** The DAS/State CIO shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.
- ii. **The Contractor's Response.** The Contractor shall submit to the DAS/State CIO a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.
- iii. **Acceptance of the Contractor Estimate.** If the DAS/State CIO accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.
- iv. **Adjustment to Compensation.** The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

J. Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the DAS/State CIO liable in any manner for the resulting changes. The DAS/State CIO shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the DAS/State CIO's right to terminate the Contract pursuant to the termination provisions.

K. Intellectual Property.

Subject to payment in full of the applicable fees, Gartner grants to Client for internal purposes only a worldwide, royalty-free, term license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. The Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of Gartner. Notwithstanding the foregoing, Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law. Gartner is providing State with a subscription to access licensed material on a term basis and is not creating customized Deliverables.

L. Warranties.

1. Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the DAS/State CIO notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the DAS/State CIO, such that the services are rendered in the above specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the DAS/State CIO any fees or compensation paid to Contractor for the unsatisfactory services.

2. Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and

Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

3. The services are provided on an "as is" basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including without limitation, any implied warranties of a fitness for a particular purpose or as to accuracy completeness or adequacy of information. Client recognizes the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that client may take based on the services or any other information or data contained therein. Client understands that it assumes the entire risk with response to the use of the services.

- M. **Acceptance Testing.** Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the DAS/State CIO's Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the DAS/State CIO certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the DAS/State CIO to accept. If the DAS/State CIO determines that a Deliverable satisfies its Acceptance Tests, the DAS/State CIO shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the DAS/State CIO determines that a Deliverable fails to satisfy its Acceptance Tests, the DAS/State CIO shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the DAS/State CIO provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the DAS/State CIO within ten (10) days of Contractor's receipt of notice of Nonacceptance so that the DAS/State CIO may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the DAS/State CIO determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the DAS/State CIO shall have the continuing right, at its sole option, to:
- i. require Contractor to correct and repair such Deliverable within such period of time as the DAS/State CIO may specify in a written notice to Contractor;
 - ii. refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
 - iii. accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the DAS/State CIO's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the DAS/State CIO to correct such Deficiencies; or
 - iv. terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section E.1 of this Contract, the DAS/State CIO may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section E.1. The DAS/State CIO's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the DAS/State CIO's satisfaction and the DAS/State CIO has provided Contractor with written notice of Final Acceptance. If the DAS/State CIO determines that all Deliverables satisfy its Acceptance Tests, the DAS/State CIO shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the DAS/State CIO's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

N. **Contract Administration.**
4445-13 Information Technology Advisory Services

1. Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2. Incorporation of Documents. To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the DAS/State CIO has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.

3. Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the DAS/State CIO cannot be implied from the Bid Proposal.

4. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The Contractor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC chapter 4. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

5. Procurement. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

6. Non-Exclusive Rights. This Contract is not exclusive. The DAS/State CIO reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.

7. Non-Supplanting Requirement. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

- 8. Compliance with Iowa Code chapter 8F.** If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the DAS/State CIO.
- 9. Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.
- 10. Third Party Beneficiaries.** This contract is intended to benefit the State, the Contractor, and the Licensees as defined in Attachment 7. Other than the Licensees, there are no third party beneficiaries to the Contract.
- 11. Use of Third Parties.** The DAS/State CIO acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the DAS/State CIO in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The DAS/State CIO reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The DAS/State CIO shall have the right to request the removal of a subcontractor from the Contract for good cause.
- 12. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the DAS/State CIO or the State of Iowa.
- 13. Assignment and Delegation.** Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the DAS/State CIO. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the DAS/State CIO. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.
- 14. Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 15. Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 16. Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 17. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

18. Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the DAS/State CIO and the Contractor for the Deliverables to be provided in connection with this Contract.

19. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the DAS/State CIO and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

20. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page (s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

- i. At the time it is actually received; or,
- ii. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- iii. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

21. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

22. Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

23. Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the DAS/State CIO are responsive to the Agency's requirements and requests in all respects.

24. Authorization. Contractor represents and warrants that:

- i. It has the right, power and authority to enter into and perform its obligations under this Contract.
- ii. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

25. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

26. Records Retention and Access. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the DAS/State CIO throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the DAS/State CIO, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the

Contractor's books and records. Based on the audit findings, the DAS/State CIO reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

- i. Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
- ii. The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- iii. The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the DAS/State CIO.
- iv. The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- v. The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

27. Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the DAS/State CIO if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DAS/State CIO. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the DAS/State CIO that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DAS/State CIO. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships. Contractor shall provide the DAS/State CIO with a copy of any written audit findings or reports, whether in draft or final form, within 24 hours following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

28. Qualifications of Staff. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

29. Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

30. Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the DAS/State CIO and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.

31. Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

32. Delays or Impossibility of Performance. Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the DAS/State CIO. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

33. Suspensions and Debarment. The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

34. Conflict of Interest. Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the DAS/State CIO that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the DAS/State CIO, the DAS/State CIO may terminate this Contract, and the Contractor shall be liable for any excess costs to the DAS/State CIO as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the DAS/State CIO.

35. Certification regarding sales and use tax. By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the DAS/State CIO may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DAS/State CIO or its representative filing for damages for breach of contract.

36. Right to Address the Board of Directors or Other Managing Entity. The DAS/State CIO

reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The DAS/State CIO determines appropriateness.

37. Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the DAS/State CIO for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

38. Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

39. Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the DAS/State CIO on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

40. Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the DAS/State CIO, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

41. Public Records. The laws of the State require procurement records to be made public unless otherwise provided by law.

42. Use of Name or Intellectual Property. Contractor agrees it will not use the DAS/State CIO and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the DAS/State CIO and/or the State.

43. Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables. State of Iowa Tax Exempt Letter <http://search.legis.state.ia.us/nxt/gateway.dll?templates&fn=default.htm>

44. No Minimums Guaranteed. The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

45. Approvals. Only the State CIO is authorized to make purchases or to request services from the Vendor. All Service Agreements must be reviewed and approved with signature by the State CIO prior to the DAS/State CIO submitting the agreement to Gartner.

SCHEDULE A
STATEMENT OF WORK AND PRICES

SCHEDULE B
PERFORMANCE STANDARDS

SCHEDULE C
PRICING SCHEDULE

Attachment 2
Service Agreement (SA) License Terms

Gartner Standard Service Agreement (SA) License Terms:

Service Agreement License Terms:

1. An individual SA for subscription-based research and related services (the "Services") is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the proscribed notice period.

2. Ownership and Use of the Services. Gartner owns and retains all rights to the Services not expressly granted to Client via this SA. Only the individuals named in this SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. Warranty

The services are provided on an "as is" basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including without limitation, any implied warranties of a fitness for a particular purpose or as to accuracy completeness or adequacy of information. Client recognizes the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that client may take based on the services or any other information or data contained therein. Client understands that it assumes the entire risk with response to the use of the services.

4. Client Confidential Information. Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process. The parties acknowledge agreement is subject to state Freedom of Information Act statute(s).

5. Miscellaneous

(a) Assignability. This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) Applicable Law. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Iowa, without reference to its conflict of law principles.

(c) Use of Name, Trademark, and Logo. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicly releases, advertising, or any other similar publications or communications.

(d) No Third Party Beneficiaries. This SA is for the benefit of the parties only.

(e) Surviving Clauses. Sections 3, 4 and 5 (b), (c), (d), and (e) shall survive the termination of this SA.

Attachment 3

Gartner, Inc. Service Agreement for State of "West Virginia –Agency Name" ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Client of Street Address Here., Charleston, WV 25301, and includes *the terms and conditions of the State of Iowa Department of Administrative Services contract number 4445-13 that has an effective date of March 26, 2013 ("Client")*, and includes the Master Client Agreement between Gartner and Client dated March 26, 2013 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>

3. PAYMENT TERMS

Gartner will invoice Client in advance at the time access is provided for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

Attachment 4
RFP1113005308
and Amendments
by reference

Attachment 5

**Gartner, Inc. Technical and Cost Proposal
To RFP1113005308
by Reference**

**Schedule A
Scope of Work**

Contractor shall provide to the State of Iowa Information Technology & Advisory Services in accordance with the specifications as provided in this Attachment and in Attachment 4 (RFP) any of the following services.

Gartner for IT Executives

CIO Essentials: http://www.gartner.com/it/sd/sd_ite_cio_essentials_20100125.pdf

CIO: http://www.gartner.com/it/sd/sd_ite_cio_20100125.pdf

CIO Signature: http://www.gartner.com/it/sd/sd_ite_cio_sig_20100125.pdf

Gartner for IT Leaders

Gartner for IT Leaders Reference: http://www.gartner.com/it/sd/sd_iti_reference.pdf

Gartner for IT Leaders Advisor: http://www.gartner.com/it/sd/sd_iti_advisor.pdf

Gartner for IT Leaders Workgroups

Gartner for IT Leaders Advisor Workgroup:
http://www.gartner.com/it/sd/sd_iti_advisor_wg.pdf

Gartner for IT Leaders Advisor Workgroup Cross Function:
http://www.gartner.com/it/sd/sd_iti_advisor_wg_cf.pdf

Gartner for IT Leaders Advisor Workgroup Essentials:
http://www.gartner.com/it/sd/sd_iti_advisor_wg_essentials.pdf

Gartner for IT Leaders Advisor Workgroup Role:
http://www.gartner.com/it/sd/sd_iti_advisor_wg_role.pdf

Gartner for Technical Professionals

Gartner for Technical Professionals Advisor Enterprise Access:
http://www.gartner.com/it/sd/sd_techpro_advisor_ea_govt.pdf

Gartner for Technical Professionals Reference Enterprise Access:
http://www.gartner.com/it/sd/sd_techpro_advisor_ea_govt.pdf

**Schedule B
Performance Measures**

Performance of Gartner Services:

Web Access

Gartner.com is our web portal allowing 24/7/365 access for our clients to the world's largest database of IT research. Gartner.com is accessible from a standard web browser without any client installations. Gartner.com supports all revisions of Internet Explorer plus Google Chrome, Firefox and Safari - any browser that supports HTML5. Clients can customize their gartner.com experience in a number of ways which they will be shown during the onboarding process and also, for the purposes of reviewing Gartner value, can see the full record of their historical document usage by title, type and timeline.

Gartner Web Site Availability

Key Website Availability Rolling Yearly Report													
2011/2012 Availability Metrics	SLA Target (%)	Apr '11 (%)	May '11 (%)	Jun '11 (%)	Jul '11 (%)	Aug '11 (%)	Sep '11 (%)	Oct '11 (%)	Nov '11 (%)	Dec '11 (%)	Jan '12 (%)	Feb '12 (%)	Mar '12 (%)
Gartner.com	99.5	99.9	99.9	99.9	99.9	100	99.9	99.9	99.9	99.8	99.8	99.9	99.9
Gartner.com Search	99.5	100	100	100	100	100	100	100	100	100	100	100	100
Gartner.com Login	99.5	95	99.9	99.9	99.9	99.9	99.9	99.9	99.9	99.8	99.9	99.9	100
Gartner.com Blogs (weblogs. gartner.com)	99.5	100	100	100	100	100	100	100	100	100	100	100	100
GITL Toolset (gitl.gartner.com)	99.5	100	100	100	100	100	100	100	100	100	100	100	100

Analyst Inquiry

The service-level time scales detailed below are subject to the availability of individual Analysts. Gartner will endeavor to meet client requests within these guidelines.

1. General Inquiry

- Inquiry requests acknowledged by email back to the requestor (Licensed User): target service level = three (3) business hours or less

(Note: This is the time by which the client can expect a "confirmation of receipt of request," not the time by which the client can expect scheduling of the inquiry.)

2. Request for specific existing published documents (to be emailed as PDF documents to the client)

- Urgent request: target service level = one (1) business day
- Normal request: target service level = two (2) business days

3. Time taken to schedule an Analyst call, from receipt of a correctly completed request

- Urgent call scheduled: target service level = one (1) business day
- Normal call scheduled: target service level = two (2) business days

(Note: This is the time by which the client can expect a response containing the scheduling of the inquiry.)

4. Time from receipt of a correctly completed request to completion of the Analyst call

- Urgent call scheduled: target service level = two (2) business days
- Normal call scheduled: target service level = five (5) business days

(Note: If a specific Analyst is requested for the call and is unavailable, Gartner cannot be held to these time scales. Every effort will be made to schedule an alternative Analyst.)

Contract Management

A large part of a Gartner relationship is the careful considerate management of client requests. Gartner values and promotes a collaborative, interactive environment and will work hand-in-hand to understand the IT and business needs of the State of Iowa. The State will benefit from the Gartner Account Team's ability to facilitate relationships with analysts, executive leadership and IT management. Gartner is proud to offer an experienced immediate account support team that brings over 20 years of combined experience and will continually monitor the needs at all levels of the State's organization. In addition, Gartner will periodically conduct status meetings and reviews to ensure the State's needs are being met. The State will continue to benefit from the close contract management of Gartner's dedicated account team lead by local Account Executive Eric Pautz. Mr. Pautz will oversee the entire relationship with the State. Where there are high-touch, high-deliverable services, which include Executive Partners or Leadership partners, the individual value plans and Research is delivered in a contextualized, strategically proactive manner, based upon your organization's specific environment, maturity, challenges and expectations, thus making our Research exponentially more valuable.

Quarterly Relationship Reviews

Gartner continually surveys our clients through our Quality Value Rating (QVR) process. We host multiple surveys throughout the year to capture the needs of our clients and incorporate back in to our services. We also have a Government sector survey and a CIO survey ensuring that the different roles in an IT department are covered as well as industry topics and initiatives that align to the business needs as well. Inquiry and Research also follow our QVR methodology of capturing the values and use of the information.

Gartner proposes a formal value review — one hour, each quarter, conducted on-site with the State's Contract Manager and with individual key license holders by the Account Executive. The intent of these reviews is to allow Gartner to provide industry observations, as well as to allow the State and Gartner to provide observations of our relationship status while identifying additional opportunities to extract the most value based on the State's requirements. We will utilize up to two separate value documents, depending on the level of service:

- **Impact Assessments**—We use Impact Assessments as documented verification that Gartner delivers the value you expect (i.e., cost reduction, decision support, risk mitigation or any other hard dollar or soft-dollar return on investment (ROI) that you share with us). This document will capture the key initiatives and challenges for each user and, on a quarterly basis, we will circle back to review not only where we delivered information and value, but also where we need to take additional action to satisfy the key initiatives, based on the value you expect.
- **Value Plans**— The State will receive customized, strategic Value Plans for each licensed user of our Gartner for IT Executives service or Enterprise for IT Leaders service. We will meet with each licensed user quarterly (or more often, as needed) to discuss the key initiatives that user faces. This will allow us to understand not only what topics and initiatives you are interested in, but more importantly, where you are in your processes and what specific type of research/advice/tools would be of most value to you. These Value Plans will provide the most relevant deliverables, based on the context of your challenges and the background. We will be able to deliver the right deliverables to the right individuals at the right time in the right context, as opposed to relying solely on searching a website.

Progress reports will be provided indicating (for example) work completed, analyst interactions, event attendance, documents access via Gartner.com and upcoming engagements. These progress reports will permit you the most extensive understanding of how your organization, and the license holders within it, are using Gartner to support initiatives with research, inquiries, toolkits, templates, maturity assessments and other Gartner services and products. This will allow you to source feedback directly from users in addition to the feedback Gartner gathers from your users and that will be shared with you.

User Training

Gartner will conduct user training on utilization and administration as part of the State's Research contract. Gartner assumes that the State of Iowa will coordinate a training time for the organization within 15 days of contract receipt. This training may be conducted as online training or on-site training as required. The training will cover the following topics:

- Navigating the Gartner.com Portal based on selected solution
- Using the Key Initiative Business Wizard
- Planning for upcoming Events
- Understanding Hype Cycles & Magic Quadrants
- Scheduling and Participating in Teleconferences
- Creating and Managing Alerts
- Creating Analyst Inquiries

Customer Satisfaction process

Gartner employs a third party, independent survey company that provides us with objective, actionable client survey data. We survey clients after they are onboarded and when they place an inquiry or request research. Gartner does not report an explicit client satisfaction score; however, we measure and report on our client retention rate which is the ultimate client satisfaction score. We aspire to, and make every effort to, keep all of our clients in the "loyalty zone."

On-site Analyst Visits

When warranted and agreed upon by both parties, Gartner can bring an analyst to your facilities, complimentary, to hold a 1- to 1.5-hour roundtable discussion on any hot topics you choose. This "face time" with our Analysts is invaluable. It gives you an opportunity to sit down with an expert and discuss your most challenging key initiatives from both a business and technology perspective. These sessions are open to any attendee at your organization who touches that hot topic/initiative and most often are held as roundtable brainstorming sessions, collaborating with the Analyst to advance strategy in their area of expertise, to answer questions and to establish next steps for accomplishing your goals.

Escalation Procedures for Problem Resolution

Gartner strives to ensure that any issues that may arise are quickly and effectively resolved. The Gartner Account Management Team should always be your first step in issue resolution. However, we understand that there may be times when an issue needs to be escalated.

The escalation steps we request our clients to follow with regard to account administration/management are: (current personnel listed, subject to change)

(1) Account Management Team
Local Account Executive
Eric Pautz
+1 607 857 5746
Eric.Pautz@gartner.com

Client Partner
Marlene Lopez
+1 239 561 4044
elizabeth.fernandez@gartner.com

(2) Area Manager
Tiffany Moglebust
+1 804 776 7995
tiffany.moglebust@gartner.com

(3) Regional Vice President — Public Sector
Larry Free
+1 843 881 4121
larry.free@gartner.com

There are several deliverable benefits to Gartner's contract management approach as opposed to other organizations in the Research & Advisor Service Market, because of the specific actions that our Account Executives undertake with their local clients, including Value Plans, Impact Assessments and On-site Analyst Visits.

**Schedule C
Pricing Schedule**

All prices listed herein are valid for purchase orders received on or before December 31, 2013. Gartner reserves the right to refresh its products and pricing for all Clients on a yearly basis. This price increase typically occurs in the Jan/Feb timeframe and the historical increases have averaged 3% to 6%; the actual price that the State will pay for the renewal of any existing Service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing for the Service(s) ordered". To comply with the Client request, the Year 2 through Year 6 renewal pricing listed herein is a maximum not to exceed price(s) provided for budgetary purposes only. Pricing shall be updated annually.

	Year 1 Price Initial Purchase	Year 2 Price Renewal	Year 3 Price Renewal	Year 4 Price Renewal	Year 5 Price Renewal	Year 6 Price Renewal
Research and Advisory Services						
IT EXECUTIVE PORTFOLIO						
IT Executives CIO Signature	85,200	89,500	94,000	98,700	103,600	108,800
IT Executives CIO single member	78,200	82,100	86,200	90,500	95,000	99,800
IT Executives CIO multi-member	69,500	73,000	76,700	80,500	84,500	88,700
IT Executive Essentials single-member	52,300	54,900	57,600	60,500	63,500	66,700
IT Executive Essentials multi-member	46,800	49,100	51,600	54,200	56,900	59,700
Add-on Delegate to CIO Signature - LIMITED AVAILABILITY ²	36,400	38,200	40,100	42,100	44,200	46,400
CFO Executives Membership - LIMITED AVAILABILITY ²	21,200	22,300	23,400	24,600	25,800	27,100
ENTERPRISE IT LEADERS (EITL)						
Enterprise IT Leaders single-member	57,300	60,200	63,200	66,400	69,700	73,200
Enterprise IT Leaders multi-member	48,000	50,400	52,900	55,500	58,300	61,200
ENTERPRISE IT LEADERS (EITL) WORKGROUP ³						
EITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	93,300	98,100	103,000	108,000	113,500	119,100
EITL Workgroup Cross Function: Add-on Member	15,100	15,900	16,700	17,500	18,400	19,300
EITL Workgroup Role: 1 Advisor & 3 Workgroup Members	75,600	79,500	83,500	87,600	91,900	96,600
EITL Workgroup Role: Add-on Member	9,200	9,700	10,200	10,700	11,200	11,800
EITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	69,600	73,200	76,900	80,700	84,700	88,800
EITL Workgroup Essentials: Add-on Member	7,200	7,600	8,000	8,400	8,800	9,200
GARTNER FOR IT LEADERS (GITL)						
GITL Advisor single-member	33,800	35,500	37,300	39,200	41,200	43,300

GITL Advisor multi-member	24,900	26,100	27,400	28,800	30,200	31,700
GITL Reference single-member	23,600	24,800	26,000	27,300	28,700	30,100
GITL Reference multi-member	14,600	15,300	16,100	16,900	17,700	18,600
GARTNER FOR IT LEADERS (GITL) WORKGROUP³						
GITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	70,200	73,800	77,500	81,300	85,400	89,600
GITL Workgroup Cross Function: Add-on Member	15,100	15,900	16,700	17,500	18,400	19,300
GITL Workgroup Role: 1 Advisor & 3 Workgroup Members	52,500	55,200	58,000	60,900	63,800	67,100
GITL Workgroup Role: Add-on Member	9,200	9,700	10,200	10,700	11,200	11,800
GITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	46,500	48,900	51,400	54,000	56,600	59,300
GITL Workgroup Essentials: Add-on Member	7,200	7,600	8,000	8,400	8,800	9,200
CORE CONNECT						
Core Connect Advisor single-member	30,400	31,900	33,500	35,200	37,000	38,900
Core Connect Advisor multi-member	21,700	22,800	23,900	25,100	26,400	27,700
Core Connect Reference single-member	20,300	21,300	22,400	23,500	24,700	25,900
Core Connect Reference multi-member	11,500	12,100	12,700	13,300	14,000	14,700
GARTNER FOR TECHNICAL PROFESSIONALS (GTP)⁴						
GTP Department Advisor	95,700	100,500	105,500	110,800	116,300	122,100
GTP Department Reference	64,500	67,700	71,100	74,700	78,400	82,300
GTP Advisor for Agency size 4,000 to 12,000 Employees	95,700	100,500	105,500	110,800	116,300	122,100
GTP Reference for Agency size 4,000 to 12,000 Employees	64,500	67,700	71,100	74,700	78,400	82,300
GTP Advisor for SMB Agency size 4,000 or less Employees	48,400	50,800	53,300	56,000	58,800	61,700
GTP Reference for SMB Agency size 4,000 or less Employees	32,200	33,800	35,500	37,300	39,200	41,200
Technical Planner Add-on for GTP SMB Agency	48,400	50,800	53,300	56,000	58,800	61,700
Technical Planner Add-on for GTP Department	95,700	100,500	105,500	110,800	116,300	122,100
EVENTS						
Symposium 2013 Ticket - North America	2,995	TBD	TBD	TBD	TBD	TBD
Themed Summit 2013 Ticket - North America	1,975	TBD	TBD	TBD	TBD	TBD
Seminar 2013 Ticket - North America	2,275	TBD	TBD	TBD	TBD	TBD
Catalyst Conference 2013 Ticket - North America	1,975	TBD	TBD	TBD	TBD	TBD

STRATEGIC ADVISORY SERVICES (SAS)						
Client Remote Advisory Engagement	6,500	TBD	TBD	TBD	TBD	TBD
Client Internal Use of Analyst Time	12,900	TBD	TBD	TBD	TBD	TBD
Client External Speaking Engagement	20,900	TBD	TBD	TBD	TBD	TBD

¹ "Single-user" applies to agencies that contract for one individual license; "Multi-user" applies to agencies that have at least two qualifying service licenses.

² Limited availability. Please check with Sales Representative before purchasing.

³ A maximum of 7 add-on may workgroup members be added to a base workgroup of the same type for a total of 10 workgroup members per workgroup.

⁴ Purchasing prerequisite apply. Check with Sales representatives before purchasing.

IT RESEARCH SERVICES (MA 4445-13) BETWEEN
IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
GARTNER INC.

Amendment 1

Amendment one to Contract 4445-13 ("Contract") effective July 1, 2014, as amended by and between the State of Iowa ("State"), and Gartner, Inc. ("Contractor"). All terms not specifically defined herein have the meanings as described to them in the contract.

1. Contractor will provide services at the rates stated in the revised, attached pricing list.
2. Except as expressly amended hereby, all of the provisions of the Contract and all previous amendments shall remain unchanged and shall continue in full force and effect. From and after the Effective Date, all references in the Contract to "this Contract" (and all indirect references such as "herein", "hereby", "hereunder", and "hereof") shall be deemed to refer to the Contract as amended by this Amendment.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and or other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Gartner, Inc.

State of Iowa - Department of Administrative
Services

By: _____

Phillip A. Cummings
Director, Government Contracts

Title: _____

Signature: Phillip A. Cummings
6/20/14

By: Karl Wendt

Title: Purchasing Agent

Signature: Karl Wendt

STATE OF IOWA

All prices listed herein are valid for purchase orders received on or before December 31, 2014. Gartner reserves the right to refresh its products and pricing for all Clients on a yearly basis. This price increase typically occurs in the Jan/Feb timeframe and the historical increases have averaged 3% to 6%; the actual price that the State will pay for the renewal of any existing Service or the issuance of a new order will be consistent with the then current Gartner Public Sector pricing for the Service(s) ordered". To comply with the Client request, the Year 2015 through Year 2018 renewal pricing listed herein is a maximum not to exceed price(s) provided for budgetary purposes only.

Research and Advisory Services		Year 2014	Year 2015	Year 2016	Year 2017	Year 2018
		Price	Price	Price	Price	Price
EXECUTIVE PROGRAMS INDIVIDUAL SOLUTIONS						
Member single-user		78,900	82,800	86,900	91,200	95,800
Member multi-user		70,100	73,600	77,300	81,200	85,300
Member Basic single-user		53,900	56,600	59,400	62,400	65,500
Member Basic multi-user		48,200	50,600	53,100	55,800	58,600
EXECUTIVE PROGRAMS INDIVIDUAL SOLUTIONS WITH INDUSTRY						
Member single-user		86,800	91,100	95,700	100,500	105,500
Member multi-user		78,000	81,900	86,000	90,300	94,800
Member Basic single-user		61,800	64,900	68,100	71,500	75,100
Member Basic multi-user		56,100	58,900	61,800	64,900	68,100
EXECUTIVE PROGRAMS LEADERSHIP TEAM ¹						
Leader		71,600	75,200	79,000	83,000	87,200
Partner		58,600	61,500	64,600	67,800	71,200
Delegate		37,500	39,400	41,400	43,500	45,700
Advisor		28,000	29,400	30,900	32,400	34,000
Cross Function		20,200	21,200	22,300	23,400	24,600
Role		14,400	15,100	15,900	16,700	17,500
EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY ¹						
Leader		79,500	83,500	87,700	92,100	96,700
Partner		66,500	69,800	73,300	77,000	80,900
Delegate		45,400	47,700	50,100	52,600	55,200
Advisor		35,900	37,700	39,600	41,600	43,700
Cross Function		22,500	23,600	24,800	26,000	27,300
Role		16,400	17,200	18,100	19,000	20,000

Research and Advisory Services		Year 2014	Year 2015	Year 2016	Year 2017	Year 2018
IT LEADERSHIP TEAM ²		Price	Price	Price	Price	Price
Leader						
Advisor		25,600	26,900	28,200	29,600	31,100
Cross Function		25,600	26,900	28,200	29,600	31,100
Role		15,600	16,400	17,200	18,100	19,000
Essentials		9,500	10,000	10,500	11,000	11,600
		7,400	7,800	8,200	8,600	9,000
GARTNER FOR IT LEADERS						
Advisor single-user						
Advisor multi-user		34,800	36,500	38,300	40,200	42,200
Reference single-user		25,600	26,900	28,200	29,600	31,100
Reference multi-user		24,300	25,500	26,800	28,100	29,500
		15,000	15,800	16,600	17,400	18,300
ENTERPRISE IT LEADERS						
Enterprise IT Leaders single-user						
Enterprise IT Leaders multi-user		59,300	62,300	65,400	68,700	72,100
		49,700	52,200	54,800	57,500	60,400
ENTERPRISE IT LEADERS WORKGROUP ³						
Workgroup Cross Function: 1 Advisor & 3 Workgroup Members						
Workgroup Cross Function: Add-on Member		96,500	101,400	106,400	111,800	117,400
Workgroup Role: 1 Advisor & 3 Workgroup Members		15,600	16,400	17,200	18,100	19,000
Workgroup Role: Add-on Member		78,200	82,200	86,300	90,500	95,200
Workgroup Essentials: 1 Advisor & 3 Workgroup Members		9,500	10,000	10,500	11,000	11,600
Workgroup Essentials: Add-on Member		71,900	75,600	79,400	83,300	87,400
		7,400	7,800	8,200	8,600	9,000
CORE CONNECT						
Core Connect Advisor single-member						
Core Connect Advisor multi-member		31,300	32,900	34,500	36,200	38,000
Core Connect Reference single-member		22,400	23,500	24,700	25,900	27,200
Core Connect Reference multi-member		20,900	21,900	23,000	24,200	25,400
		11,800	12,400	13,000	13,700	14,400
GARTNER FOR TECHNICAL PROFESSIONALS ⁵						
Technical Professionals Department Advisor						
Technical Professionals Department Reference		98,600	103,500	108,700	114,100	119,800
		66,400	69,700	73,200	76,900	80,700

	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018
	Price	Price	Price	Price	Price
Research and Advisory Services					
Technical Professionals Advisor for Agency size 4,000 to 12,000 Employees	98,600	103,500	108,700	114,100	119,800
Technical Professionals Reference for Agency size 4,000 to 12,000 Employees	66,400	69,700	73,200	76,900	80,700
Technical Professionals Advisor SMB ⁶	49,900	52,400	55,000	57,800	60,700
Technical Professionals Reference SMB ⁶	33,200	34,900	36,600	38,400	40,300
GARTNER TECHNOLOGY PLANNER⁵					
Technical Planner					
Technical Planner Essentials - Three Modules	98,600	103,500	108,700	114,100	119,800
Technical Planner Essentials - Two Modules	83,400	87,600	92,000	96,600	101,400
Technical Planner Essentials - One Module	63,900	67,100	70,500	74,000	77,700
GARTNER TECHNOLOGY PLANNER SMB⁶					
Technical Planner SMB					
Technical Planner Essentials SMB - Three Modules	49,900	52,400	55,000	57,800	60,700
Technical Planner Essentials SMB - Two Modules	42,200	44,300	46,500	48,800	51,200
Technical Planner Essentials SMB - One Module	32,300	33,900	35,600	37,400	39,300
EVENTS - North America					
Symposium Ticket					
Themed Summit Ticket	3,295	TBD	TBD	TBD	TBD
Seminar Ticket	2,050	TBD	TBD	TBD	TBD
Catalyst Conference Ticket	2,350	TBD	TBD	TBD	TBD
STRATEGIC ADVISORY SERVICES (SAS)					
Client Remote Advisory Engagement	6,700	TBD	TBD	TBD	TBD
Client Internal Use of Analyst Time	13,300	TBD	TBD	TBD	TBD
Client External Speaking Engagement	21,500	TBD	TBD	TBD	TBD
RENEWAL ONLY RESEARCH AND ADVISORY SERVICES⁷					
IT EXECUTIVE PORTFOLIO					
IT Executives CIO Signature	87,800	92,200	96,800	101,600	106,700
IT Executives CIO single member	80,500	84,500	88,700	93,100	97,800
IT Executives CIO multi-member	71,600	75,200	79,000	83,000	87,200
IT Executive Essentials single-member	53,900	56,600	59,400	62,400	65,500

	Year 2014	Year 2015	Year 2016	Year 2017	Year 2018
	Price	Price	Price	Price	Price
Research and Advisory Services					
IT Executive Essentials multi-member					
Delegate Add-on to CIO Signature - LIMITED AVAILABILITY ⁴	48,200	50,600	53,100	55,800	58,600
	37,500	39,400	41,400	43,500	45,700
NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY					
Higher Education - Core Research Campus Level Reference <4,999 FTE	19,700	20,700	21,700	22,800	23,900
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	39,400	41,400	43,400	45,600	47,800
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	59,100	62,100	65,100	68,400	71,700
Higher Education - Core Research Campus Level Reference 25,000+ FTE	78,800	82,800	86,800	91,200	95,600
Higher Education - Gartner for Technical Professional Advisor Campus - Community Colleges ONLY	19,700	20,700	21,700	22,800	23,900
Higher Education - Gartner for Technical Professional Advisor Campus for IT Staff only ⁴	49,900	52,400	55,000	57,800	60,700
Higher Education - Gartner for Technical Professional Reference Campus for IT Staff only ⁴	33,200	34,900	36,600	38,400	40,300

¹ "Single-user" applies to a buying center that has one individual license; "Multi-user" applies to a buying center that has at least two qualifying licenses within the same agency or municipality. To qualify for multi-user price levels, services must be ordered on the same Service Agreement or Purchase Order and reflect a common "Bill To" address. Add-on services do not contribute towards multi-user pricing qualification.

² Each Executive Programs Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. A Team with one Leader and less than three (3) Team Members is permissible so long as one of the Team Member is a Delegate or Partner. All Team Member licenses must be coterminous with the Leader license. All licenses in an Executive Programs Leadership Team with Industry must purchase access to the same Industry.

³ Each IT Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader per Team. All Team Member licenses must be coterminous with the Leader license.

⁴ A maximum of 7 add-on workgroup members may be added to a base workgroup of the same type for a total of 10 workgroup members per workgroup. Limited availability. Check with Sales Representative before purchasing.

⁵ Purchasing prerequisite applies. Check with Sales representatives before purchasing.

⁶ Gartner for Technical Professional SMB, Gartner for Technical Planner SMB, and Gartner for Technical Planner Essentials SMB are available only to eligible small and medium size agencies with 4,000 or less employees. Please check with Sales representatives before purchasing.

⁷ IT Executives Portfolio renewal only services are only available to eligible license holders who purchased the service listed on or before June 30, 2014 and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed pricing and product offering(s) will be provided to the Client in writing and will become effective within 7 days of submission by Gartner and/or upon the Agreement's annual renewal date.

Executive Programs Individual solutions

- Member http://www.gartner.com/it/sd/sd_ep_member.pdf
- Member Basic http://www.gartner.com/it/sd/sd_ep_member_basic.pdf

Executive Programs Individual solutions with Industry

- Member http://www.gartner.com/it/sd/sd_ep_member_industry.pdf
- Member Basic http://www.gartner.com/it/sd/sd_ep_member_basic_industry.pdf

Executive Programs Leadership Team

- Leader http://www.gartner.com/it/sd/sd_ep_team_leader.pdf
- Partner http://www.gartner.com/it/sd/sd_ep_team_partner.pdf
- Delegate http://www.gartner.com/it/sd/sd_ep_team_delegate.pdf
- Advisor http://www.gartner.com/it/sd/sd_ep_team_advisor.pdf
- Cross Function http://www.gartner.com/it/sd/sd_ep_team_cf.pdf
- Role http://www.gartner.com/it/sd/sd_ep_team_role.pdf

Executive Programs Leadership Team with Industry

- Leader http://www.gartner.com/it/sd/sd_ep_team_industry_leader.pdf
- Partner http://www.gartner.com/it/sd/sd_ep_team_industry_partner.pdf
- Delegate http://www.gartner.com/it/sd/sd_ep_team_industry_delegate.pdf
- Advisor http://www.gartner.com/it/sd/sd_ep_team_industry_advisor.pdf
- Cross Function http://www.gartner.com/it/sd/sd_ep_team_industry_cf.pdf
- Role http://www.gartner.com/it/sd/sd_ep_team_industry_role.pdf

IT Leadership Team

- Leader http://www.gartner.com/it/sd/sd_itl_team_leader.pdf
- Advisor http://www.gartner.com/it/sd/sd_itl_team_advisor_member.pdf
- Cross Function http://www.gartner.com/it/sd/sd_itl_team_cf_member.pdf
- Role http://www.gartner.com/it/sd/sd_itl_team_role_member.pdf
- Essentials http://www.gartner.com/it/sd/sd_itl_team_essentials_member.pdf

Gartner for IT Leaders

- Advisor http://www.gartner.com/it/sd/sd_itl_individual_advisor.pdf
- Reference http://www.gartner.com/it/sd/sd_itl_reference.pdf

Enterprise IT Leaders

- Enterprise IT Leaders-Oracle Apps http://www.gartner.com/it/sd/sd_eitl_indiv_apps_oracle.pdf
- Enterprise IT Leaders-Enterprise Architecture http://www.gartner.com/it/sd/sd_eitl_indiv_entarch.pdf
- Enterprise IT Leaders-Infrastructure and Operations http://www.gartner.com/it/sd/sd_eitl_indiv_infraops.pdf
- Enterprise IT Leaders-Security and Risk Mgmt. http://www.gartner.com/it/sd/sd_eitl_indiv_security_risk.pdf
- Enterprise IT Leaders-Sourcing and Vendor Mgmt. http://www.gartner.com/it/sd/sd_eitl_indiv_sourcing_venmgmt.pdf

Enterprise IT Leaders Workgroup

- **Workgroup cross function: 1 advisor & 3 workgroup members** http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
- **Workgroup cross function: add on member** http://www.gartner.com/it/sd/sd_eitl_team_cf_member.pdf
- **Workgroup Role: 1 Advisor & 3 Workgroup Member** http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
- **Workgroup Role: 1 Add on Member** http://www.gartner.com/it/sd/sd_eitl_team_role_member.pdf
- **Workgroup Essentials: 1 Advisor & 3 Workgroup Member** http://www.gartner.com/it/sd/sd_eitl_team_leader.pdf http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf
- **Workgroup Essentials: 1 Add on Member** http://www.gartner.com/it/sd/sd_eitl_team_essentials_member.pdf

Core Connect

- **Core Connect Advisor** http://www.gartner.com/it/sd/sd_core_connect_advisor.pdf
- **Core Connect Reference** http://www.gartner.com/it/sd/sd_core_connect_reference.pdf

Gartner for Technical Professionals

- **Technical Professionals Department Advisor** http://www.gartner.com/it/sd/sd_techpro_advisor_dept.pdf
- **Technical Professionals Department Reference** http://www.gartner.com/it/sd/sd_techpro_reference_dept.pdf
- **Technical Professionals Advisor for Agency size 4,000-12,000 employees** http://www.gartner.com/it/sd/sd_techpro_advisor_ea.pdf
- **Technical Professionals Reference for Agency size 4,000-12,000 employees** http://www.gartner.com/it/sd/sd_techpro_reference_ea.pdf
- **Technical Professionals Advisor SMB** http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf
- **Technical Professionals Reference SMB** http://www.gartner.com/it/sd/sd_techpro_reference_smb.pdf

Gartner Technology Planner

- **Technical Planner** http://www.gartner.com/it/sd/sd_tech_planner.pdf
- **Technical Planner Essentials-Three Modules**
- **Technical Planner Essentials-Two Modules**
- **Technical Planner Essentials-One Modules**

Modules Listed within Link below

http://www.gartner.com/it/sd/sd_tech_planner_essentials.pdf

Gartner Technology Planner SMB

- **Technical Planner SMB** http://www.gartner.com/it/sd/sd_tech_planner_smb.pdf
- **Technical Planner Essentials-SMB-Three Modules**
- **Technical Planner Essentials SMB-Two Modules**
- **Technical Planner Essentials SMB-One Modules**

Modules Listed within Link below

http://www.gartner.com/it/sd/sd_tech_planner_essentials_smb.pdf

Events

- **Symposium Ticket** http://www.gartner.com/it/sd/sd_symp_event_ticket.pdf
- **Themed Summit Ticket** http://www.gartner.com/it/sd/sd_summit_event_ticket.pdf
- **Seminar Ticket** http://www.gartner.com/it/sd/sd_seminar_ticket.pdf
- **Catalyst Conference Ticket** http://www.gartner.com/it/sd/sd_catalyst_event_ticket.pdf

Strategic Advisory Services

- **Client Remote Advisory Engagement** http://www.gartner.com/it/sd/sd_sas_remote.pdf
- **Client Internal Use of Analyst time** http://www.gartner.com/it/sd/sd_sas_internal.pdf
- **Client External Speaking engagement** http://www.gartner.com/it/sd/sd_sas_external.pdf

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER TECHNOLOGY PLANNER
SMALL AND MIDSIZE BUSINESS

Gartner Technology Planner Small and Midsize Business (the "Service") provides clients with access to all data and tools published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

DELIVERABLES

Each of up to 20 (twenty) users designated by the Client ("Licensed Users") receive the following Gartner Deliverables:

- Gartner Technology Planner Portal
- Data and Tools for: Servers, Storage, Networks, Integrated Systems, IT Efficiency, and Server Consolidation.

ADDITIONAL TERMS & CONDITIONS

Research is for Client internal use only.

Client Support

Licensed Users may contact Gartner for assistance with Service data and tools by using the support request function provided within the Service. Assistance will be provided by email, and does not include Analyst Inquiry or telephone support.

External Use Special Provision

Client may reference RPE2 in tenders or RFPs, providing such use complies with the following guidelines:

1. RPE2 may be referenced by quoting a performance qualification threshold in terms of an RPE2 value. At no time may the actual RPE2 value of a specific product be quoted.
2. **Acceptable Use:** Client specifies that servers tendered must have a published RPE2 rating of a minimum client defined RPE2 performance value.
3. **Unacceptable Use:** Client specifies the RPE2 requirement by quoting a specific server and its RPE2 value as published in Gartner Technology Planner. For example, it would be unacceptable to state in the tender or RFP that servers must meet or exceed the quoted RPE2 value of a specific identified server.

Derivative Works

Client may use data extracted from Gartner Technology Planner in internally developed derivative works *provided that* such derivative works are for the client's internal use only. All extracted data must be deleted if the client terminates the subscription.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER TECHNOLOGY PLANNER ESSENTIALS
SMALL AND MIDSIZE BUSINESS

Gartner Technology Planner Essentials Small and Midsize Business (the “Service”) provides clients with access to data and tools related to the modules (the “Modules”) pre-selected by the client at time of purchase and published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

DELIVERABLES

Each of up to 20 (twenty) users designated by the Client (“Licensed Users”) receive the following Gartner Deliverables:

- Gartner Technology Planner Portal
- Data and Tools related to between one (1) and three (3) of the following Modules, as specified in the accompanying Service Agreement: 1) Servers, 2) Storage, 3) Networks, 4) Integrated Systems, 5) IT Efficiency, and 6) Server Consolidation.

ADDITIONAL TERMS & CONDITIONS

Research is for Client internal use only.

Client Support

Licensed Users may contact Gartner for assistance with Service data and tools by using the support request function provided within the Service. Assistance will be provided by email, and does not include Analyst Inquiry or telephone support.

External Use Special Provision

Client may reference RPE2 in tenders or RFPs, providing such use complies with the following guidelines:

1. RPE2 may be referenced by quoting a performance qualification threshold in terms of an RPE2 value. At no time may the actual RPE2 value of a specific product be quoted.
2. **Acceptable Use:** Client specifies that servers tendered must have a published RPE2 rating of a minimum client defined RPE2 performance value.
3. **Unacceptable Use:** Client specifies the RPE2 requirement by quoting a specific server and its RPE2 value as published in Gartner Technology Planner Essentials. For example, it would be unacceptable to state in the tender or RFP that servers must meet or exceed the quoted RPE2 value of a specific identified server.

Derivative Works

Client may use data extracted from Gartner Technology Planner Essentials in internally developed derivative works *provided that* such derivative works are for the client’s internal use only. All extracted data must be deleted if the client terminates the subscription.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR
SMALL AND MIDSIZE BUSINESS

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research and Analysts related to the Service.

DELIVERABLES

Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars
- Analyst Dialogues
- One (1) Catalyst Event Ticket

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 minutes of an Analyst's time. Examples include technical architectural proposals and technical plans. As Analyst Dialogues are an expanded version of Analyst Inquiry, additional guidance is available in the "Analyst Inquiry" section of the Usage Guidelines for Gartner Services (see Policies reference below).

The Catalyst Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Catalyst Event as specified in the Ticket Letter emailed to Client. A Catalyst Ticket may also be used to register for a Summit Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Catalyst Event or a Summit Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER TECHNOLOGY PLANNER

Gartner Technology Planner (the "Service") provides clients with access to all data and tools published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

DELIVERABLES

Each of up to 40 (forty) users designated by the Client ("Licensed Users") receive the following Gartner Deliverables:

- Gartner Technology Planner Portal
- Data and Tools for: Servers, Storage, Networks, Integrated Systems, IT Efficiency, and Server Consolidation.

ADDITIONAL TERMS & CONDITIONS

Research is for Client internal use only.

Client Support

Licensed Users may contact Gartner for assistance with Service data and tools by using the support request function provided within the Service. Assistance will be provided by email, and does not include Analyst Inquiry or telephone support.

External Use Special Provision

Client may reference RPE2 in tenders or RFPs, providing such use complies with the following guidelines:

1. RPE2 may be referenced by quoting a performance qualification threshold in terms of an RPE2 value. At no time may the actual RPE2 value of a specific product be quoted.
2. **Acceptable Use:** Client specifies that servers tendered must have a published RPE2 rating of a minimum client defined RPE2 performance value.
3. **Unacceptable Use:** Client specifies the RPE2 requirement by quoting a specific server and its RPE2 value as published in Gartner Technology Planner. For example, it would be unacceptable to state in the tender or RFP that servers must meet or exceed the quoted RPE2 value of a specific identified server.

Derivative Works

Client may use data extracted from Gartner Technology Planner in internally developed derivative works *provided that* such derivative works are for the client's internal use only. All extracted data must be deleted if the client terminates the subscription.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER TECHNOLOGY PLANNER ESSENTIALS

Gartner Technology Planner Essentials (the "Service") provides access to data and tools related to the modules (the "Modules") pre-selected by the client at time of purchase and published through techplanner.gartner.com. The Service is available to IT staff members who are employees of the client organization.

DELIVERABLES

Each of up to 40 (forty) users designated by the Client ("Licensed Users") receive the following Gartner Deliverables:

- Gartner Technology Planner Portal
- Data and Tools related to between one (1) and three (3) of the following Modules, as specified in the accompanying Service Agreement: 1) Servers, 2) Storage, 3) Networks, 4) Integrated Systems, 5) IT Efficiency, and 6) Server Consolidation.

ADDITIONAL TERMS & CONDITIONS

Research is for Client internal use only.

Client Support

Licensed Users may contact Gartner for assistance with Service data and tools by using the support request function provided within the Service. Assistance will be provided by email, and does not include Analyst Inquiry or telephone support.

External Use Special Provision

Client may reference RPE2 in tenders or RFPs, providing such use complies with the following guidelines:

1. RPE2 may be referenced by quoting a performance qualification threshold in terms of an RPE2 value. At no time may the actual RPE2 value of a specific product be quoted.
2. **Acceptable Use:** Client specifies that servers tendered must have a published RPE2 rating of a minimum client defined RPE2 performance value.
3. **Unacceptable Use:** Client specifies the RPE2 requirement by quoting a specific server and its RPE2 value as published in Gartner Technology Planner Essentials. For example, it would be unacceptable to state in the tender or RFP that servers must meet or exceed the quoted RPE2 value of a specific identified server.

Derivative Works

Client may use data extracted from Gartner Technology Planner Essentials in internally developed derivative works **provided that** such derivative works are for the client's internal use only. All extracted data must be deleted if the client terminates the subscription.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS
ADVISOR DEPARTMENT

Gartner for Technical Professionals Advisor Department (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research and Analysts related to the Service.

DELIVERABLES

Client may designate up to forty (40) users ("Licensed Users") to receive the following Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars
- Analyst Dialogues
- Two (2) Catalyst Event Tickets

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the Client organization.

Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 minutes of an Analyst's time. Examples include technical architectural proposals and technical plans. As Analyst Dialogues are an expanded version of Analyst Inquiry, additional guidance is available in the "Analyst Inquiry" section of the Usage Guidelines for Gartner Services (see Policies reference below).

The Catalyst Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Catalyst Event as specified in the Ticket Letter emailed to Client. A Catalyst Ticket may also be used to register for a Summit Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Catalyst Event or a Summit Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS
REFERENCE DEPARTMENT

Gartner for Technical Professionals Reference Department (the “Service”) provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research.

DELIVERABLES

Client may designate up to 40 (forty) users (“Licensed Users”) to receive the following Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

The annual fee for this Service is based upon Client’s reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS REFERENCE
SMALL AND MIDSIZE BUSINESS

Gartner for Technical Professionals Reference Small and Midsize Business (the “Service”) provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research.

DELIVERABLES

Each user designated by Client (“Licensed User”) is entitled to the following Gartner Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

The annual fee for this Service is based upon Client’s reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS ADVISOR
ENTERPRISE ACCESS

Gartner for Technical Professionals Advisor Enterprise Access (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research and Analysts related to the Service.

DELIVERABLES

Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars
- Analyst Dialogues
- Two (2) Catalyst Event Tickets

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

Analyst Dialogues sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 minutes of an Analyst's time. Examples include technical architectural proposals and technical plans. As Analyst Dialogues are an expanded version of Analyst Inquiry, additional guidance is available in the "Analyst Inquiry" section of the Usage Guidelines for Gartner Services (see Policies reference below).

The Catalyst Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Catalyst Event as specified in the Ticket Letter emailed to Client. A Catalyst Ticket may also be used to register for a Summit Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Catalyst Event or a Summit Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER SUMMIT TICKET

A Gartner Summit Ticket (the "Ticket") entitles the Licensed User or other authorized Client employee to register for a single admission to a Gartner event, as specified in the Ticket Letter.

DELIVERABLES

The Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for admission to one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client and may not be used to register for any other Gartner event.

Tickets are transferable within the Client organization but not to another company.

ADDITIONAL TERMS & CONDITIONS

Tickets are valid for 12 (twelve) months from the date of issue which is indicated by the expiration date listed in the Ticket Letter. Tickets provided as part of a Gartner Research offering, or purchased separately, are valid only to register for Gartner conferences that take place during the contract term of the Research offering for which the Ticket has been issued.

Tickets cover payment for the Gartner conference registration fees only. Client is solely responsible for hotel accommodations, transportation to and from the Gartner conference, as well as any activities or Gartner products not expressly included in the Gartner conference agenda, including Workshops.

Payment of the Gartner conference registration fees must be made prior to the start of the Gartner conference by Ticket, credit card or cash. Ticket-holders who wish to use a Ticket as a means of payment to attend a Gartner conference must register in advance, as directed in the Ticket Letter. Tickets that are not redeemed at the time of registration may still be used as payment in substitution of an earlier form of payment for up to 30 (thirty) days following the conclusion of the Gartner conference.

Tickets may be used by any Client employee, but a single Ticket may not be used by more than one individual. The registered Gartner event attendee may send a substitute at any time up to the start of the Gartner conference. Tickets that are used for registration are for the sole use of the named registered attendee, and may not be shared or transferred.

Gartner conference registrations where Tickets are used as the means of payment may be canceled in writing at any time up to 15 (fifteen) business days prior to the start of the Gartner conference. No refunds will be made, but the Ticket will be reinstated for future use during the period for which the original Ticket was valid. In the event of non-attendance or cancellation after the 15 business-day-cutoff, no refunds will be made without the above-referenced cancellation notice, and the Ticket will be forfeited.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR TECHNICAL PROFESSIONALS REFERENCE
ENTERPRISE ACCESS

Gartner for Technical Professionals Reference Enterprise Access (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research.

DELIVERABLES

Each user designated by Client ("Licensed User") is entitled to the following Gartner Deliverables:

- Published Research
- Reference Architecture
- Gartner Peer Connect
- Analyst Webinars

ADDITIONAL TERMS & CONDITIONS

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

The annual fee for this Service is based upon Client's reported annual revenues for commercial clients or total employees in the agency for government clients at the time of contract execution or contract renewal, as applicable.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER SYMPOSIUM/ITXPO® TICKET

A Gartner Symposium/ITxpo Ticket (the "Ticket") entitles the Licensed User or other authorized Client employee to a single admission to a Gartner Event, as specified in the Ticket Letter.

DELIVERABLES

The Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for admission to one (1) Gartner Symposium/ITxpo conference, as specified in the Ticket Letter emailed to Client and may not be used to register for any other Gartner Event.

Tickets are transferable within the Client organization but not to another company.

ADDITIONAL TERMS & CONDITIONS

Tickets are valid for 12 (twelve) months from the date of issue, which is indicated by the expiration date listed in the Ticket Letter. Tickets provided as part of a Gartner Research offering, or purchased separately, are valid only for Gartner Events that take place during the contract term of the Research offering for which the Ticket has been issued.

Tickets cover payment for the Gartner Event registration fees only. Client is solely responsible for hotel accommodations, transportation to and from the Gartner Event, as well as any activities or Gartner products not expressly included in the Gartner Event agenda, including Workshops.

Payment for Tickets must be made prior to the start of the Gartner Event by Ticket, credit card or cash. Ticket-holders who wish to use a Ticket as a means of payment to attend a Gartner Event must register in advance, as directed in the Ticket Letter. Tickets that are not redeemed at the time of registration may still be used as payment in substitution of an earlier form of payment for up to 30 (thirty) days following the conclusion of the Gartner Event.

Tickets may be used by any Client employee, but a single Ticket may not be used by more than one individual. The registered Gartner Event attendee may send a substitute at any time up to the start of the Gartner Event. Tickets that are used for registration are for the sole use of the named registered attendee and may not be shared or transferred.

Gartner Event registrations where Tickets are used as the means of payment may be canceled in writing at any time up to 30 (thirty) business days prior to the start of the Gartner Event. No refunds will be made, but the Ticket will be reinstated for future use during the period for which the original Ticket was valid. In the event of non-attendance or cancellation after the 30-business-days cutoff, no refunds will be made without the above-referenced cancellation notice, and the Ticket will be forfeited.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER SEMINAR TICKET

The Gartner Seminar Ticket (the "Ticket") entitles a Licensed User or an authorized Client employee to register for a single admission to a Gartner event, as specified in the Ticket Letter.

DELIVERABLES

The Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for admission to one (1) Gartner Seminar as specified in the Ticket Letter emailed to Client and may not be used to register for any other Gartner event.

Tickets are transferable within the Client organization but not to another company.

ADDITIONAL TERMS & CONDITIONS

Tickets are valid for 12 (twelve) months from the date of issue, which is indicated by the expiration date listed in the Ticket Letter. Tickets provided as part of a Gartner Research offering, or purchased separately, are valid only to register for Gartner conferences that take place during the contract term of the Research offering for which the Ticket has been issued.

Tickets cover payment for Gartner Seminar registration fees only. Client is solely responsible for hotel accommodations, transportation to and from the Gartner Seminar, as well as any activities or Gartner products not expressly included in the Gartner conference agenda, including Workshops.

Payment of the Gartner Seminar registration fees must be made prior to the start of the Gartner Seminar by Ticket, credit card or cash. Ticket-holders who wish to use a Ticket as a means of payment to attend a Gartner Seminar must register in advance, as directed in the Ticket Letter. Tickets that are not redeemed at the time of registration may still be used as payment in substitution of an earlier form of payment for up to 30 (thirty) days following the conclusion of the Gartner Seminar.

Tickets may be used by any Client employee, but a single Ticket may not be used by more than one individual. The registered Seminar attendee may send a substitute at any time up to the start of the Gartner conference. Tickets used for registration are for the sole use of the named registered attendee, and may not be shared or transferred.

Gartner conference registrations where Tickets are used as the means of payment may be canceled in writing at any time up to 15 (fifteen) business days prior to the start of the Gartner conference. No refunds will be made, but the Ticket will be reinstated for future use during the period for which the original Ticket was valid. In the event of non-attendance or cancellation after the 15-business-day cutoff, no refunds will be made without the above-referenced cancellation notice, and the Ticket will be forfeited.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>

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SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
ADVISOR TEAM MEMBER**

Executive Programs Leadership Team with Industry: Advisor Team Member (the "Service") permits the client to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team with Industry: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Advisor Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Team Client Manager**

A Team Client Manager will serve as the Advisor Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Advisor Team Member – Participation is limited to the Gartner Analyst, including Analysts related to the industry pre-selected by the Client at time of purchase, and the Advisor Team Member. The Inquiry topic may be any area of Gartner-covered Research.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation for the Advisor Team Member to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. **Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.
7. **Industry-specific IT Research** – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.
8. **IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
9. **Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.
10. **Leadership Development**
Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.
11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
ROLE TEAM MEMBER

Executive Programs Leadership Team with Industry: Role Team Member (the "Service") permits the client to identify a role team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team with Industry: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Role Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Team Client Manager**
A Team Client Manager will serve as the Role Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.
2. **Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.
3. **Access to Analysts**
Analyst Inquiry for the Role Team Member – Role Team Member(s) may participate in Analyst Inquiry, including Analysts related to the industry pre-selected by the Client at time of purchase, provided the Inquiry sessions are requested and moderated by the Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.
4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

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5. **Peer Networking**
 - Peer Directory** – Access to searchable directory of senior technology leaders.
 - Online Forums** – Access to virtual discussions of common issues among peers on gartner.com.
 - Offline Meetups** – Access to designated lounges at Symposium/ITxpo.

 6. **Gartner for IT Leaders Research and Related Content**

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

The Role Team Member (i) has unmetered access to a “Role Library”, consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member, and (ii) may open an unmetered number of Weekly Picks, News Analysis, and Webinars.

 7. **Industry-specific IT Research** – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.

 8. **IT Key Metrics Data**

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

 9. **Executive Programs Research and Related Content**
 - Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
 - Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

 10. **Leadership Development Research and Related Content** – Customized professional development content for technology leaders, targeted to Team Members.

 11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
DELEGATE TEAM MEMBER**

Executive Programs Leadership Team with Industry: Delegate Team Member (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member and to serve as proxy for the leader. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team with Industry: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Delegate Team Member are set forth below.

- Assigned Service Delivery Team
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. **Assigned Service Delivery Team**
An Executive Partner, who has experience in senior technology executive roles, and a Team Client Manager will be assigned to the Delegate Team Member, who may serve on occasion as proxy for the Leader in working with the Executive Partner on the Leader Agenda. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.
2. **Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.
3. **Access to Analysts**
Analyst Inquiry for the Delegate Team Member – Participation is limited to the Gartner Analyst, including Analysts related to the industry pre-selected by the Client at time of purchase, and the Delegate Team Member. The Inquiry topic may be any area of Gartner-covered Research.
4. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

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5. **Peer Networking**
 - Peer Directory** – Access to searchable directory of senior technology leaders.
 - Online Forums** – Access to virtual discussions of common issues among peers on gartner.com.
 - Offline Meetups** – Access to designated lounges at Symposium/ITxpo.
 6. **Gartner for IT Leaders Research and Related Content**
 - Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.
 7. **Industry-specific IT Research** – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.
 8. **IT Key Metrics Data**
 - Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
 9. **Executive Programs Research and Related Content**
 - Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
 - Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.
 10. **Leadership Development**
 - Leadership Development Research and Related Content** – Customized professional development content for the technology leaders, targeted to Team Members.
 - Leadership Development Coaching** – Executive Partner and Delegate Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Member in the context of the Delegate Team Member’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.
 11. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS MEMBER WITH INDUSTRY

Executive Programs Member with Industry (the “Service”) is designed for the most senior technology executive in the organization, typically the CIO. This Service provides the client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights.

DELIVERABLES

Client may designate one (1) Licensed User, referred to herein as “Member,” who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Industry-specific IT Research
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITIONS OF DELIVERABLES**1. Assigned Service Delivery Team**

An Executive Partner with past experience in senior technology executive roles and an Executive Client Manager will serve as the Member’s primary points of contact. They will help define and develop individualized strategies based on their priorities and initiatives (“Member Agenda”). The Member may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Member and by invitation of the Member, one or more of the Member’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Member and/or to drive the Member Agenda.

2. Value Review

The Executive Partner will periodically conduct Value Reviews with the Member against the Member Agenda.

3. Access to Analysts

Analyst Inquiry – Provides access to Gartner Analysts associated with this Service, including Analysts related to the industry pre-selected by the Client at time of purchase. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

Prioritized Analyst Scheduling – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

4. Events

Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements plus Executive Programs VIP access.

Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders and CEOs.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups – Access to designated program lounges at Symposium

Facilitated Networking – Executive Partner will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

6. Gartner for IT Leaders Research and Related Content – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

7. Industry-specific IT Research – Access to Gartner Research related to the specific industry pre-selected by the client at time of purchase.

8. IT Key Metrics Data – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed via gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION**Attachment to the Service Agreement****EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
LEADER**

Executive Programs Leadership Team with Industry: Leader (the “Service”) is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team with Industry Member Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are “Licensed Users.” The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to Analysts
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Service Delivery Team**

An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader’s primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives (“Leader Agenda”). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

The Team Client Manager (TCM), an experienced service professional who understands the client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. Value Reviews

The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

-
- 3. Team Workshop**

A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.
 - 4. Access to Analysts**

Analyst Inquiry for the Leader – Provides access to Gartner Analysts who are associated with this Service, including Analysts related to the industry pre-selected by the Client at time of purchase. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.

Prioritized Analyst Scheduling – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

Analyst Briefing – Either one (1) half-day session on Client premises or a two-hour (2-hour) video conference with a Gartner Analyst. The session may include Team Members and is limited to a total of 25 (twenty-five) participants.
 - 5. Events**

Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.

Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.
 - 6. Peer Networking**

Peer Directory – Access to searchable directory of senior technology leaders and CEOs.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

Facilitated Networking – Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
 - 7. Leadership Development Research and Related Content** – Customized professional development content for the development of technology leaders, targeted to Team Members.
 - 8. Gartner for IT Leaders Research and Related Content**

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.
 - 9. Industry-specific IT Research** – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.
 - 10. IT Key Metrics Data**

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
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11. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

Note: For all Research Access (Numbers 7, 8, 9, 10 and 11 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

12. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

**EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
PARTNER TEAM MEMBER**

Executive Programs Leadership Team with Industry: Partner Team Member (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team with Industry: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Partner Team Member are set forth below.

- Assigned Service Delivery Team
- Annual Onsite Meeting
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Community Events
- Special Interest Groups
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Service Delivery Team**

A Leadership Partner and a Team Client Manager will serve as the Partner Team Member's primary points of contact for this Service. They will maintain the relationship through the delivery of the Services and implementation of a Member Value Plan. The Team Client Manager (TCM) will facilitate Inquiry and respond to specific requests for Gartner research and insight.

The TCM, an experienced service professional who understands the Client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

Member Value Plan – Customized service plan created in collaboration with the Partner Team Member at the beginning of the Service and reviewed and revised periodically through the membership lifecycle. Elements include Partner Team Member expectations, value criteria, up to three (3) key initiatives, and action plan.

2. **Annual Onsite Meeting** – Partner Team Member will meet with the Leadership Partner for coaching and advice, with focus on strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Peer Community.
3. **Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of

Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

4. **Access to Analysts**
Analyst Inquiry for the Partner Team Member – Participation is limited to the Gartner Analyst, including Analysts related to the industry pre-selected by the Client at time of purchase, and the Partner Team Member. The Inquiry topic may be any area of Gartner-covered Research.
5. **Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.
6. **Peer Community Events** – Held two (2) times per year for one and one-half (1.5) days, Events focus on Partner Team Member- and Gartner Enterprise IT Leaders Member-selected topics, provide a venue for networking and peer exchange, feature Member presentations on working solutions, and include facilitated workshops with Gartner Analysts. Gartner may, as necessary, change Analysts or supplement the Analyst with a Gartner Subject Matter Expert.
7. **Special Interest Groups (SIGs)** – Topical Web conferences, open only to Partner Team Members and Gartner for Enterprise IT Leaders Members and their extended teams, on key issues related to peer-selected topics. SIG members share strategies and tactics and Gartner Analysts provide insight and context.
8. **Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders.
Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.
Facilitated Networking – Service Delivery team will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
9. **Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.
10. **Industry-specific IT Research** – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.
11. **IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
12. **Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

13. Leadership Development

Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

Leadership Development Coaching – Executive Partner and Partner Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Partner Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Partner Team Member in the context of the Partner Team Member’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

14. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY:
CROSS FUNCTION TEAM MEMBER**

Executive Programs Leadership Team with Industry: Cross Function Team Member (the "Service") permits the client to identify a cross function team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team with Industry: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Cross Function Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Team Client Manager**

A Team Client Manager will serve as the Cross Function Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Cross Function Team Member – Cross Function Team Member(s) may participate in Analyst Inquiry, which includes access to Analysts related to the specific industry pre-selected by the Client at time of purchase, provided the Inquiry sessions are requested and moderated by the Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; an unmetered number of Weekly Picks and News Analysis; and an unmetered number of webinars featuring Gartner Analysts.

7. Industry-specific IT Research – Access to Gartner Research related to the specific industry pre-selected by the Client at time of purchase.

8. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. Leadership Development Research and Related Content – Customized professional development content created for technology leaders, targeted to Team Members.

11. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS MEMBER BASIC WITH INDUSTRY

Executive Programs Member Basic with Industry (the “Service”) is designed for the most senior technology executive in the client organization, typically the CIO. This Service provides the client with an ongoing advisory relationship with Gartner.

DELIVERABLES

Client may designate one (1) Licensed User, referred to herein as “Member,” who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- Industry-specific IT Research
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Service Delivery Team**

An Executive Programs CIO expert, who works with CIOs every day, and an Executive Client Manager will serve as the Member’s primary point of contacts. The Executive Programs CIO expert will facilitate the identification and leverage of targeted Gartner offerings to meet Member initiatives and priorities in the Member’s context.

The Member may interact on a monthly basis with the CIO expert and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: analyst interactions, local events, Symposium attendance, peer networking interactions, or CIO expert teleconferences or meetings of the Service Delivery Team to include the review and application of Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content.

2. Value Review

The CIO expert will periodically conduct Value Reviews with the Member against the Member Agenda.

3. Access to Analysts

Analyst Inquiry – Access to Gartner Analysts associated with this Service, including Analysts related to the industry pre-selected by the Client at time of purchase. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

Prioritized Analyst Scheduling – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

4. Events

Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable Symposium/ITxpo invitation, including standard Symposium entitlements plus Executive Programs VIP access.

Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders and CEOs.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups – Access to designated program lounges at Symposium/ITxpo.

Facilitated Networking – CIO expert will, upon request, set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

6. Gartner for IT Leaders Research and Related Content – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

7. Industry-specific IT Research – Access to Gartner Research related to the specific industry pre-selected by the client at time of purchase.

8. IT Key Metrics Data – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

9. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

10. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed on gartner.com or downloaded to an MP3 device.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
DELEGATE TEAM MEMBER

Executive Programs Leadership Team: Delegate Team Member (the "Service") permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member and to serve as proxy for the leader. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Delegate Team Member are set forth below.

- Assigned Service Delivery Team
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. Assigned Service Delivery Team

An Executive Partner, who has experience in senior technology executive roles, and a Team Client Manager will be assigned to the Delegate Team Member, who may serve as the Leader proxy in working with the Executive Partner on the Leader Agenda. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Delegate Team Member – Participation is limited to the Gartner Analyst and the Delegate Team Member. The Inquiry topic may be any area of Gartner-covered Research.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

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5. **Peer Networking**
 - Peer Directory** – Access to searchable directory of senior technology leaders.
 - Online Forums** – Access to virtual discussions of common issues among peers on gartner.com.
 - Offline Meetups** – Access to designated lounges at Symposium/ITxpo.

 6. **Gartner for IT Leaders Research and Related Content**
 - Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

 7. **IT Key Metrics Data**
 - Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

 8. **Executive Programs Research and Related Content**
 - Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
 - Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

 9. **Leadership Development**
 - Leadership Development Research and Related Content** – Customized professional development content for the technology leaders, targeted to Team Members.
 - Leadership Development Coaching** – Executive Partner and Delegate Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Member in the context of the Delegate Team Member’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

 10. **Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
PARTNER TEAM MEMBER

Executive Programs Leadership Team: Partner Team Member (the “Service”) permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are “Licensed Users.” The Deliverables for the Partner Team Member are set forth below.

- Assigned Service Delivery Team
- Annual Onsite Meeting
- Team Workshop
- Access to Analysts
- Symposium/ITxpo[®]
- Peer Community Events
- Special Interest Groups
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. Assigned Service Delivery Team

A Leadership Partner and a Team Client Manager will serve as the Partner Team Member’s primary points of contact for this Service. They will maintain the relationship through the delivery of the Services and implementation of a Member Value Plan. The Team Client Manager (TCM) will facilitate Inquiry and respond to specific requests for Gartner research and insight.

The TCM, an experienced service professional who understands the Client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

Member Value Plan – Customized service plan created in collaboration with the Partner Team Member at the beginning of the Service and reviewed and revised periodically through the membership lifecycle. Elements include Partner Team Member expectations, value criteria, up to three (3) key initiatives, and action plan.

- 2. Annual Onsite Meeting** – Partner Team Member will meet with the Leadership Partner for coaching and advice, with focus on strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Peer Community.
- 3. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

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- 4. Access to Analysts**
Analyst Inquiry for the Partner Team Member – Participation is limited to the Gartner Analyst and the Partner Team Member. The Inquiry topic may be any area of Gartner-covered Research.
 - 5. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.
As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.
 - 6. Peer Community Events** – Held two (2) times per year for one and one-half (1.5) days, Events focus on Partner Team Member- and Gartner Enterprise IT Leaders Member-selected topics, provide a venue for networking and peer exchange, feature Member presentations on working solutions, and include facilitated workshops with Gartner Analysts. Gartner may, as necessary, change Analysts or supplement the Analyst with a Gartner Subject Matter Expert.
 - 7. Special Interest Groups (SIGs)** – Topical Web conferences, open only to Partner Team Members and Gartner for Enterprise IT Leaders Members and their extended teams, on key issues related to peer-selected topics. SIG members share strategies and tactics and Gartner Analysts provide insight and context.
 - 8. Peer Networking**
Peer Directory – Access to searchable directory of senior technology leaders.
Online Forums – Access to virtual discussions of common issues among peers on gartner.com.
Offline Meetups – Access to designated lounges at Symposium/ITxpo.
Facilitated Networking – Service Delivery team will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.
 - 9. Gartner for IT Leaders Research and Related Content**
Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.
 - 10. IT Key Metrics Data**
Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
 - 11. Executive Programs Research and Related Content**
Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.
Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.
 - 12. Leadership Development**
Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.
Leadership Development Coaching – Executive Partner and Partner Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Partner Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant

content; (ii) advise the Partner Team Member in the context of the Partner Team Member's professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

- 13. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

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SERVICE DESCRIPTION
Attachment to the Service Agreement
**EXECUTIVE PROGRAMS LEADERSHIP TEAM:
CROSS FUNCTION TEAM MEMBER**

Executive Programs Leadership Team: Cross Function Team Member (the "Service") permits the client to identify a cross function team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Cross Function Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo[®]
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Team Client Manager**

A Team Client Manager will serve as the Cross Function Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Cross Function Team Member – Cross Function Team Member(s) may participate in Analyst Inquiry provided the Inquiry sessions are requested and moderated by the Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements. As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; an unmetered number of Weekly Picks and News Analysis; and an unmetered number of webinars featuring Gartner Analysts.

7. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. Leadership Development Research and Related Content – Customized professional development content created for technology leaders, targeted to Team Members.

10. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

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SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
ROLE TEAM MEMBER

Executive Programs Leadership Team: Role Team Member (the “Service”) permits the client to identify a role team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are “Licensed Users.” The Deliverables for the Role Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Team Client Manager**

A Team Client Manager will serve as the Role Team Member’s primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Role Team Member – Role Team Member(s) may participate in Analyst Inquiry provided the Inquiry sessions are requested and moderated by the Leader. The Leader must be present on the Inquiry call and manage and lead the Inquiry discussion and questions in order to advance the Leader Agenda.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements. As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts. C

The Role Team Member (i) has unmetered access to a “Role Library,” consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member, and (ii) may open an unmetered number of Weekly Picks, News Analysis, and Webinars.

7. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.**10. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.**ADDITIONAL TERMS & CONDITIONS**

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the “Service”) is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” each of whom is identified in the Service Agreement as “Licensed Users.” Only Licensed Users can be Team Members. The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to Analysts
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Service Delivery Team**

An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader’s primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives (“Leader Agenda”). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

The Team Client Manager (TCM), an experienced service professional who understands the client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

2. Value Reviews

The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.

3. Team Workshop

A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

4. Access to Analysts

Analyst Inquiry for the Leader – Provides access to Gartner Analysts who are associated with this Service. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.

Prioritized Analyst Scheduling – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

Analyst Briefing – Either one (1) half-day session on Client premises or a two-hour (2-hour) video conference with a Gartner Analyst. The session may include Team Members and is limited to a total of 25 (twenty-five) participants.

5. Events

Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.

Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

6. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders and CEOs.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

Facilitated Networking – Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

7. Leadership Development Research and Related Content – Customized professional development content for the development of technology leaders, targeted to Team Members.**8. Gartner for IT Leaders Research and Related Content**

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

9. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

10. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication

schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

Note: For all Research Access (Numbers 7, 8, 9 and 10 above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client’s organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client’s intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

- 11. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS LEADERSHIP TEAM:
ADVISOR TEAM MEMBER

Executive Programs Leadership Team: Advisor Team Member (the "Service") permits the client to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Advisor Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES

1. Assigned Team Client Manager

A Team Client Manager will serve as the Advisor Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

- 2. Team Workshop** – A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

3. Access to Analysts

Analyst Inquiry for the Advisor Team Member – Participation is limited to the Gartner Analyst and the Advisor Team Member. The Inquiry topic may be any area of Gartner-covered Research.

- 4. Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation for the Advisor Team Member to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com.

Offline Meetups – Access to designated lounges at Symposium/ITxpo.

6. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

7. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. Leadership Development

Leadership Development Research and Related Content – Customized professional development content for technology leaders, targeted to Team Members.

10. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL TERMS & CONDITIONS

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM:
TEAM LEADER

Gartner for IT Leadership Team: Team Leader (the "Service") is an expanded version of the Gartner for IT Leaders Advisor offering that enables access to Gartner Research and Analysts related to specific IT roles in a team environment (i.e., a Team Leader and Team Members).

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a Gartner for IT Leadership Team Leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Key Insights Document Share
- Gartner Analyst Webinars
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the IT Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend the Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Team Leader may use Key Insights Document Share on gartner.com to forward to others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may forward a PDF copy of the full document. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the 12-month (twelve-month) contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
**GARTNER FOR IT LEADERSHIP TEAM:
ESSENTIALS TEAM MEMBER**

Gartner for IT Leadership Team: Essentials Team Member (the “Service”) enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to specific IT roles.

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a direct report or cross-functional team member (the “Essentials Team Member”) of the Gartner for IT Leadership Team Leader (the “Team Leader”), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Essentials Team Members are “Licensed Users”. The Deliverables for the Essentials Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Talking Technology Series
- Weekly Picks and News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Essentials Team Member (a) may open an unmetered number of Weekly Picks, News Analysis, and Webinars; and (b) is entitled to access Gartner Research documents from the Research Deliverables above, as follows:

1. **Shared Document Allocation** – Shared access to a total document allocation equal to 20 (twenty) Gartner Research documents times the number of Essentials Team Members on the Team.
2. **Reversals** – Up to 20 (twenty) reversals (to reverse a debit of specific Gartner Research documents) during the contract term.

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, The Essentials Team Member may participate in Team Inquiry sessions, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Team Leader to advance the Team Leader’s agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM:
ROLE TEAM MEMBER

Gartner for IT Leadership Team: Role Team Member (the “Service”) enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to a specific IT role.

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a direct report or cross-functional team member (the “Role Team Member”) of the Gartner for IT Leadership Team Leader (the “Team Leader”), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Role Team Members are “Licensed Users”. The Deliverables for the Role Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Talking Technology Series
- Weekly Picks and News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Role Team Member (a) has unmetered access to a “Role Library”, consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member, and (b) may open an unmetered number of Weekly Picks, News Analysis, and Webinars.

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, the Role Team Member may participate in Team Inquiry, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Leader to advance the Team Leader’s agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM:
CROSS FUNCTION TEAM MEMBER

Gartner for IT Leadership Team: Cross Function Team Member (the “Service”) enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to all roles.

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a direct report or cross-functional team member (the “Cross Function Team Member”) of the Gartner for IT Leadership Team Leader (the “Team Leader”), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Cross Function Team Members are “Licensed Users”. The Deliverables for the Cross Function Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Talking Technology Series
- Weekly Picks and News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, the Cross Function Team Member may participate in Team Inquiry, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Team Leader to advance the Team Leader’s agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS REFERENCE

Gartner for IT Leaders Reference (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES

Each user designated by Client (“Licensed User”) receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking

ADDITIONAL TERMS & CONDITIONS

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM:
ADVISOR TEAM MEMBER

Gartner for IT Leadership Team: Advisor Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to specific IT roles.

DELIVERABLES

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a direct report or cross-functional team member (the "Advisor Team Member") of the Gartner for IT Leadership Team Leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Advisor Team Members are "Licensed Users".

The Deliverables for the Advisor Team Member are set forth below.

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Talking Technology Series
- Weekly Picks and News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Advisor Team Member is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the IT Leadership Team ("Team Inquiry"). The Advisor Team Member may lead the discussion or pose questions to the Analyst on behalf of the team during Team Inquiry sessions scheduled and attended by the Team Leader to advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the 12-month (twelve-month) contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at: <http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS
INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles as well as the option of inquiry with Gartner Analysts.

DELIVERABLES

Each user designated by Client (“Licensed User”) receives the following Deliverables:

- Core IT Research
- Role-Specific IT Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter emailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise stated above, use of this Service is governed by the Usage Guidelines for Gartner Services which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
STRATEGIC ADVISORY SERVICES
INTERNAL ADVISORY SESSION

Strategic Advisory Services (“SAS”) Internal Advisory Session (the “Service”) enables Client to directly engage a Gartner Analyst for knowledge-based advisory or evaluation purposes at a Client-selected site.

DELIVERABLES

Client may receive any of the following Deliverables:

- A 30-minute (thirty-minute) pre-Presentation phone call between Analyst and Client to agree upon engagement content.
- An onsite Analyst visit (“Presentation”) at a Client-selected site for up to eight (8) hours of interaction between Analyst and Client employees to be scheduled to occur within a single day and including, but not limited to:
 1. A Presentation on Client-selected topics, which may include additional research required to support the topic, as defined by, and agreed to, by the participating Analyst.
 2. Facilitation by Analyst of Client’s internal workshops.
 3. Review of a vendor marketing or product strategy.
 4. Document review and interactive or written feedback session.
 5. Strategy session on the vendor selection process or contract negotiations.

SCHEDULING OF ENGAGEMENT

Specific dates and details of the Presentation(s) will be worked out between Client and the SAS Scheduler at the time each Presentation is scheduled. Gartner will send Client a confirmation e-mail prior to each Presentation. Gartner cannot guarantee that a specific Analyst or date will be available. Client must make its scheduling preferences known to Gartner at least eight (8) weeks in advance of Client’s preferred Presentation dates in order to improve the likelihood of desired Analyst participation. If, for any reason, the scheduled Analyst becomes unavailable, Gartner will either provide another qualified Analyst or work with Client to reschedule the Presentation. If, for any reason, the Client cancels the originally scheduled date after such date has been confirmed by Gartner, the Client shall reimburse Gartner for any expenses incurred by Gartner in connection with the original date (for example, change fees for airline travel). If the cancellation occurs less than seven (7) business days before the confirmed, scheduled date, Client will pay Gartner an additional rescheduling fee of 15% (fifteen percent) of the cost of the individual engagement.

SAS Schedulers may be contacted at one of the following region-specific e-mail addresses:

sas.schedulingna@gartner.com, sas.schedulingemea@gartner.com; or sas.schedulingapac@gartner.com

ADDITIONAL TERMS & CONDITIONS

All Presentations must occur within 12 (twelve) months of the start date set forth in the relevant Service Agreement, or else the fees paid will be forfeited.

Gartner Analyst will not participate in formal, scheduled individual meetings with Client employees, prospects or invited guests.

Presentations are confidential and for use/attendance by Client employees only.

Presentations may be distributed electronically to attendees at the time of the Presentation. No further distribution of Gartner content is allowed.

Recording of Presentations is expressly prohibited.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
EXECUTIVE PROGRAMS MEMBER BASIC

Executive Programs Member Basic (the "Service") is designed for the most senior technology executive in the client organization, typically the CIO. This Service provides the client with an ongoing advisory relationship with Gartner.

DELIVERABLES

Client may designate one (1) Licensed User, referred to herein as "Member," who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

ADDITIONAL DEFINITION OF DELIVERABLES**1. Assigned Service Delivery Team**

An Executive Programs CIO expert, who works with CIOs every day, and an Executive Client Manager will serve as the Member's primary point of contacts. The Executive Programs CIO expert will facilitate the identification and leverage of targeted Gartner offerings to meet Member initiatives and priorities in the Member's context.

The Member may interact on a monthly basis with the CIO expert and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: analyst interactions, local events, Symposium attendance, peer networking interactions, or CIO expert teleconferences or meetings of the Service Delivery Team to include the review and application of Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content.

2. Value Reviews

The CIO expert will periodically conduct Value Reviews with the Member against the Member Agenda.

3. Access to Analysts

Analyst Inquiry – Access to Gartner Analysts associated with this Service. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

Prioritized Analyst Scheduling – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

4. Events

Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable Symposium/ITxpo invitation, including standard Symposium entitlements plus Executive Programs VIP access.

Executive Programs Events – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

5. Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders and CEOs.

Online Forums – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups – Access to designated program lounges at Symposium/ITxpo.

Facilitated Networking – CIO expert will, upon request, set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

6. Gartner for IT Leaders Research and Related Content – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

7. IT Key Metrics Data – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

8. Executive Programs Research and Related Content

Research Reports – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives.

9. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed on gartner.com or downloaded to an MP3 device.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
TEAM LEADER

Gartner for Enterprise IT Leadership Team: Team Leader (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by the leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below:

- Gartner for IT Leaders Research & Related Content
- Key Insights Document Share
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Member Value Plan
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Team Leader may use Key Insights Document Share on gartner.com to share with others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may share a PDF copy of the full document. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Peer Community Events are held two (2) times per year for 1.5 (one and one-half) days each and include facilitated workshops with Gartner Leadership Partners.

Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

**GARTNER FOR ENTERPRISE IT LEADERS INDIVIDUAL ACCESS
MEMBER: SECURITY & RISK MANAGEMENT**

Gartner for Enterprise IT Leaders Individual Access Member: Security & Risk Management (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program Deliverables to the unique needs of each member.

DELIVERABLES

Client may designate one (1) Member, referred to herein as "Licensed User," who may access the following Deliverables:

- Gartner for IT Leaders Research & Related Content
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
STRATEGIC ADVISORY SERVICES
EXTERNAL SPEAKING ENGAGEMENT

Strategic Advisory Services (SAS) External Speaking Engagements (the “Service” or the “SAS Engagement(s)”) consist of the direct engagement by Client of Gartner Analysts for knowledge-based advisory or evaluation purposes at a Client requested site.

DELIVERABLES

- A mutually agreed-upon Gartner Analyst will deliver a pre-existing Gartner conference presentation (which consists solely of general, industry-related content) on a mutually agreed upon Client-selected topic to a Client-selected audience.
- Content must be of a general industry nature and may not be specific to Client or its product.
- A 30-minute (thirty-minute) phone call between Analyst and Client to agree upon SAS Engagement content.
- Analyst presence at Client site may be leveraged for up to eight (8) hours of interaction between Analyst and Client employees. Any other service requested of the Analyst while on the Client-selected site for the SAS Engagement is at the sole discretion of the Analyst.

SCHEDULING OF SAS ENGAGEMENT

Specific dates and details of the Engagement(s) will be worked out between Client and the SAS Scheduler at the time each Engagement is scheduled. Gartner will send Client a confirmation e-mail and accompanying scope of work prior to each Engagement. Gartner cannot guarantee that a specific Analyst or date will be available. Client should make its scheduling preferences known to Gartner at least eight (8) weeks in advance of Client’s preferred Engagement days to improve the likelihood of desired Analyst participation. If, for any reason, the scheduled Analyst becomes unavailable, Gartner will either provide another qualified Analyst or work with the Client to reschedule the engagement. If, for any reason, Client cancels the originally scheduled date after such date has been confirmed by Gartner, Client shall reimburse Gartner for any expenses incurred by Gartner in connection with the original date (for example, change fees for airline travel). If the cancellation occurs less than seven (7) business days before the confirmed, scheduled date, Client will pay Gartner an additional rescheduling fee of 15% (fifteen percent) of the cost of the individual engagement.

SAS Schedulers should be contacted via one of the following region-specific e-mail addresses: sas.schedulingna@gartner.com, sas.schedulingemea@gartner.com, or sas.schedulingapac@gartner.com.

MARKETING THE ENGAGEMENT

In publicizing the SAS Engagement(s), Clients may inform potential attendees that a Gartner Analyst is on its agenda, but may not state or imply that Gartner is a host, has invited the attendees or is associated with Client or its products and services. Any and all external promotions, advertising or press releases that name Gartner must be pre-approved in writing by the Gartner Vendor Relations Department. Requests for approval should be sent to vendor.relations@gartner.com.

USE OF SAS ENGAGEMENTS

All SAS Engagements must occur within 12 (twelve) months of the start date set forth in the Service Agreement or else the fees paid will be forfeited.

Presentation material may be shared with registered event attendees at the time of the SAS Engagement only, including hosting a live webcast of the SAS Engagement to play in an overflow room or to be

observed by virtual attendees. Material may be made available as hard copy or electronically via CD-Rom or jump drive. No other distribution of Gartner content is allowed.

Recording of the SAS Engagement is prohibited.

ADDITIONAL TERMS & CONDITIONS

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION

Attachment to the Service Agreement

**GARTNER FOR ENTERPRISE IT LEADERS INDIVIDUAL ACCESS
MEMBER: SOURCING & VENDOR MANAGEMENT**

Gartner for Enterprise IT Leaders Individual Access Member: Sourcing & Vendor Management (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program Deliverables to the unique needs of each member.

DELIVERABLES

Client may designate one (1) Member, referred to herein as "Licensed User," who may access the following Deliverables:

- Gartner for IT Leaders Research & Related Content
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
ROLE TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Role Team Member (the “Service”) enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to a specific IT role.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the “Role Team Member”) of the leader (the “Team Leader”), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Role Team Member are “Licensed Users”.

The Deliverables for the Role Team Member are set forth below.

- Gartner for IT Leader Research & Related Content
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

Each Role Team Member must select a single Role Library from a set of eight (8). Role selection may be changed (i) annually and/or (ii) upon renewal of the contract.

The Role Team Member (i) has unmetered access to a “Role Library”, consisting of Gartner Research documents from the Research Deliverables listed above, which Gartner has identified as relevant to the specific IT role selected by the Role Team Member; and (ii) may open an unmetered number of Weekly Picks, News Analysis, Webinars, and Event Highlights.

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, the Role Team Member may participate in Team Inquiry, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Leader to advance the Team Leader’s agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
ESSENTIALS TEAM MEMBER

Gartner for Enterprise IT Leadership Team: Essentials Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to specific IT roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Essentials Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Essentials Team Member are "Licensed Users".

The Deliverables for the Essentials Team Member are set forth below.

- Gartner for IT Leader Research & Related Content
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Essentials Team Member (i) may open an unmetered number of Weekly Picks, News Analysis, Webinars, and Event Highlights; and (ii) is entitled to access Gartner Research documents from the Research Deliverables above, as follows:

1. **Shared Document Allocation** – Shared access to a total document allocation equal to 20 (twenty) Gartner Research documents times the number of Essentials Team Members on the Team.
2. **Reversals** – Up to 20 (twenty) reversals (to reverse a debit of specific Gartner Research documents) during the contract term.

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, The Essentials Team Member may participate in Team Inquiry sessions, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Team Leader to advance the Team Leader's agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
TEAM LEADER

Gartner for Enterprise IT Leadership Team: Team Leader (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by the leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below:

- Gartner for IT Leaders Research & Related Content
- Key Insights Document Share
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Member Value Plan
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Team Leader may use Key Insights Document Share on gartner.com to share with others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may share a PDF copy of the full document. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Peer Community Events are held two (2) times per year for 1.5 (one and one-half) days each and include facilitated workshops with Gartner Leadership Partners.

Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER CORE CONNECT ADVISOR

Gartner Core Connect Advisor (the "Service") provides clients with access to research and advice to capitalize on IT technologies and markets.

DELIVERABLES

Each user designated by the Client ("Licensed User") receives the following Deliverables:

- Gartner Core IT Research
 - Peer Networking
 - Webinars featuring Gartner Analysts
 - Analyst Inquiry
 - Talking Technology Series
 - Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) admission to a Summit Event as specified in the Ticket Letter e-mailed to Client. In addition, a Summit Ticket may be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue which is indicated by the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences that take place during the 12-month (twelve-month) contract term of the Research offering for which the Ticket has been issued.

Tickets are transferable within the Client organization but may not be transferred to another company. Attendee may send a substitute up to five (5) business days before the Event, provided that the substitute is another client organization employee. A Ticket may not be used for attendance at a Symposium/ITxpo[®], Supply Chain Executive Conference, Gartner Seminars or Gartner CIO Leadership Forum.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
**GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
CROSS FUNCTION TEAM MEMBER**

Gartner for Enterprise IT Leadership Team: Cross Function Team Member (the "Service") enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and Gartner Analysts related to all roles.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by a direct report or cross-functional team member (the "Cross Function Team Member") of the leader (the "Team Leader"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Cross Function Team Member are "Licensed Users".

The Deliverables for the Cross Function Team Member are set forth below.

- Gartner for IT Leader Research & Related Content
- Weekly Picks & News Analysis
- Gartner Analyst Webinars
- Peer Networking
- Team Inquiry
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

Participation in Team Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Specifically, the Cross Function Team Member may participate in Team Inquiry, by leading the discussion or posing questions to the Analyst on their behalf or on behalf of the team, provided the sessions are scheduled and attended by the Team Leader to advance the Team Leader's agenda.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERSHIP TEAM:
TEAM LEADER

Gartner for Enterprise IT Leadership Team: Team Leader (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise.

DELIVERABLES

The Gartner for Enterprise IT Leadership Team is comprised of a leader and members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that leader or member. The Service is accessible by the leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below:

- Gartner for IT Leaders Research & Related Content
- Key Insights Document Share
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Member Value Plan
- Analyst Inquiry
- Team Inquiry
- Summit Event Ticket
- Event Highlights

ADDITIONAL TERMS & CONDITIONS

The Team Leader may use Key Insights Document Share on gartner.com to share with others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may share a PDF copy of the full document. This sharing may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Peer Community Events are held two (2) times per year for 1.5 (one and one-half) days each and include facilitated workshops with Gartner Leadership Partners.

Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
CATALYST CONFERENCE TICKET

The Catalyst Conference Ticket ("the Ticket") entitles the Licensed User or other authorized Client employee to register for a single admission to a Gartner event, as specified in the Ticket Letter.

DELIVERABLES

The Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for admission to one (1) Gartner Catalyst Conference as specified in the Ticket Letter emailed to Client and may not be used to register for a Gartner event other than a Gartner Catalyst Conference or a Gartner Summit Conference.

Tickets are transferable within the Client organization but not to another company.

ADDITIONAL TERMS & CONDITIONS

Tickets are valid for 12 (twelve) months from the date of issue which is indicated by the expiration date shown in the Ticket Letter. Tickets provided as part of a Gartner Research, or purchased separately, are valid only to register for Gartner conferences that take place during the contract term of the Research offering for which the Ticket has been issued.

Tickets cover payment for the conference registration fees only. Client is solely responsible for hotel accommodations, transportation to and from the conference, as well as any activities or products not expressly included in the Gartner conference agenda, including Workshops.

Payment of Gartner conference registration fees must be made prior to the start of the Gartner conference by Ticket, credit card or cash. Ticket-holders who wish to use a Ticket as a means of payment to attend a Gartner Conference must register in advance, as directed in the Ticket Letter. Tickets that are not redeemed at the time of registration may still be used as payment in substitution of an earlier form of payment for up to 30 (thirty) days following the conclusion of the Gartner conference.

Tickets may be used by any Client employee, but a single Ticket may not be used by more than one individual. The registered Gartner event attendee may send a substitute at any time up to the start of the Gartner conference. Tickets that are used for registration are for the sole use of the named registered attendee, and may not be shared or transferred.

Gartner conference registrations where Tickets are used as the means of payment may be canceled in writing up to 15 (fifteen) business days prior to the start of the Gartner conference. No refunds will be made, but the Ticket will be reinstated for use at a future Event that takes place during the period for which the original Ticket was valid. In the event of non-attendance or cancellation after the 15-business-day cutoff, no refunds will be made without the above-referenced cancellation notice, and the Ticket will be forfeited.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>

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SERVICE DESCRIPTION

Attachment to the Service Agreement

**GARTNER FOR ENTERPRISE IT LEADERS INDIVIDUAL ACCESS
MEMBER: ENTERPRISE ARCHITECTURE**

Gartner for Enterprise IT Leaders Individual Access Member: Enterprise Architecture (the "Service") is for senior IT leaders in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program Deliverables to the unique needs of each member.

DELIVERABLES

Client may designate one (1) Member, referred to herein as "Licensed User," who may access the following Deliverables:

- Gartner for IT Leaders Research & Related Content
- Facilitated Peer Networking & Community Events
- Assigned Service Delivery Team
- Annual Onsite Meeting
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Event as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit or Catalyst Event. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER CORE CONNECT REFERENCE

Gartner Core Connect Reference (the “Service”) provides clients with access to research and advice to capitalize on IT technologies and markets.

DELIVERABLES

Each user designated by the Client (“Licensed User”) receives the following Deliverables:

- Gartner Core IT Research
 - Peer Networking
 - Webinars featuring Gartner Analysts

ADDITIONAL TERMS & CONDITIONS

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