PARTICIPATING ADDENDUM
to NASPO ValuePoint
Procurement Assistance Support Services (PASS)
Administered by the State of North Carolina
with Gartner, Inc.
Master Agreement No. DPC-1428523190-SA-21-PASS_ITRAC
And
The State of Colorado
Contract # 203736

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between **Gartner, Inc.** (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the **Procurement Assistance Support Services (PASS)** Master Agreement led by the State of **North Carolina** (the "Master Agreement"), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C, Products and Price List** of this agreement.

2. COOPERATIVE PURCHASING / STATE PRICE AGREEMENT

This Participating Addendum is established under 1 CCR 101-9 R-24-102-202-01 as a State Price Agreement. Agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes and rules to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

To the extent not modified by this Participating Addendum and all its exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master

Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

4. **RESERVED**

5. **PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES**

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:	**Primary Contact for the Contractor:**
Mandy Zila Colorado State Purchasing & Contracts Office 1525 Sherman Street, 7th Floor Denver, CO 80203 Mandy.zila@state.co.us	Will McGuire Gartner, Inc. 56 Top Gallant Road Stamford, CT 06902 (571) 683-4482 will.mcguire@gartner.com

Each individual identified in this **§5** of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's primary contact at the address set forth above or **(C)** as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

Individual Responsible for Quarterly Volume Report Creation and Submission:

Will McGuire
Gartner, Inc.
56 Top Gallant Road
Stamford, CT 06902
571-683-4482
will.mcguire@gartner.com

6. **SUBCONTRACTORS**

The Contractor may only use Subcontractors, as defined in **Exhibit A. §4**, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor website, are approved to provide sales and service support to the State and any Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

7. **ORDERS**

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.

8. **ORDER OF PRECEDENCE AND ATTACHED EXHIBITS**

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

A. **Colorado Special Provisions in §20 of Exhibit A, State Specific Terms**

B. **The provisions of this Participating Addendum**

C. **All other sections of Exhibit A, State Specific Terms**

D. **Exhibit B, Statement of Work**

E. **Exhibit C, Products and Price List**

F. **Exhibit D, Gartner Usage Policy**

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A**, **§19** or the main body of this Participating Addendum.

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Contractor

Gartner, Inc.

Signed by:
Ashley Beluch
4351ACB10516430...

By: Ashley Beluch

Ashley Beluch

Senior Contracts Specialist

Date: 6/25/2026

State of Colorado

Jared S. Polis, Governor

State Purchasing Contracts Office

DocuSigned by:
John Chapman
EF45AFDEB51E414...

By: John chapman

Price Agreement Unit Manager

Date: 6/26/2026

State Controller

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Nathan Manley
66856696CC1A43A...

By: Nathan Manley

State Controller Delegate

Effective Date: 6/29/2026

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

PARTICIPATING ADDENDUM
EXHIBIT A
STATE SPECIFIC TERMS

1. **AUTHORITY**

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. **PURPOSE**

The Parties are entering into this Participating Addendum for the Contractor to provide **Procurement Assistance Support Services** to Purchasing Entities. The Contractor was selected as a result of **State Price Agreement**.

3. **TERM**

A. **Initial Term - Work Commencement**

The Parties' respective performances under this Participating Addendum shall commence on the Effective and shall be co-terminus with NASPO ValuePoint Master Agreement **DPC-1428523190-SA-PASS_ITRAC**. Unless this Participating Addendum is terminated earlier, as described herein, or the State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended (See Section 3.B.).

B. **Extension of Term**

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. **End of Term Extension**

If this Participating Addendum approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor's primary contact listed in **§5** of the Participating Addendum and in accordance with **§5** of this Participating Addendum, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Participating Addendum in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Participating Addendum.

D. **Order Term**

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

E. **Early Termination in the Public Interest**

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by **§14.A.i** .

i. **Method and Content**

The State shall notify Contractor of such termination in accordance with §5 of this Participating Addendum. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. **Obligations and Rights**

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§14.A.i.a.** .

iii. **Payments**

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their orders with the Contractor. The sum of any and all payments shall not exceed the maximum amount payable to Contractor under each order.

4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

A. **“Administration Fee”** means the fee that is due to the State for the administration of this Participating Addendum, as described in **§7. A.** of this **Exhibit A.**

B. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

C. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

D. **“Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Good or Service under this Participating Addendum.

E. “**Chief Procurement Officer**” means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

F. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302, C.R.S.

G. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S. (“CORA”).

H. “**Contract**” means this Participating Addendum, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

I. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.

J. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

K. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

L. **“End of Term Extension”** means the time period defined in **§3. C.** of this Exhibit A.

M. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.

N. “**Exhibits**” means the exhibits and attachments included with this Contract.

O. **"Extension Term"** means the time period defined in **§3. B.**

P. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes a unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S., Incidents include, without limitation, any events impacting the State's Information Technology or State Records regardless of where such information is located, such as: unauthorized access or modification, denial of service, malware, spyware, worms, trojans, rootkits, man-in-the-middle, SQL injection, cross site scripting, ransomware, dns tunneling, password attack, email events, including business email compromise, phishing (spear or otherwise), whaling, brute force attacks, insider threats, web attacks, session hijacking, or URL interpretation.

R. **"Initial Term"** means the time period defined in **§3.A** of this **Exhibit A**.

S. **"Information Technology"** means:

i. Any technology and equipment described in §24-37.5-102(12), C.R.S. and any related Work or Deliverable(s);

ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; or

iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in information technology

T. **"Order"** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.

U. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.

V. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.

W. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, the account number, the security code, data stored on the card's chip or magnetic strip, or other credit card information as may be protected by state or federal law.

X. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act

Y. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as "personally identifiable information" in §§24-72-501 and 24-73-101, C.R.S.

Z. "**Services**" means the services to be performed by Contractor as set forth in this Participating Addendum, and shall include any services to be rendered by Contractor in connection with the Goods.

AA. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State

Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

BB. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

CC. **"State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. "**Subcontractor**" means third-parties, if any, engaged by Contractor pursuant to §19.B. to aid in performance of the Work. The term "Subcontractor" includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.

FF. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

GG. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

HH. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of all Exhibits attached hereto, and with any Purchasing Entity's Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

A. **Ordering and Order Fulfillment**

i. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.

ii. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.

iii. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.

iv. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Exhibit A.

v. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.

vi. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State's designated web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.

vii. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media upon request by a Purchasing Entity.

viii. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, when available, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Participating Addendum.

6. **PAYMENTS TO CONTRACTOR**

A. **Payments Under Orders**

i. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.

ii. The State shall not pay any amount to Contractor under this Participating Addendum unless the State issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity that is not the State.

B. **Payment Procedures**

i. **Invoices**

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State issued that Order. Contractor shall allow 45 days for the State and Purchasing

Entities to pay an invoice following the receipt of the invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Purchasing Entities will pay interest on any unpaid balance beginning on the 45th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability. Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§ 24-30-202(24), C.R.S., as amended.)

ii. **Payment Disputes**

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. **Available Funds-Contingency-Termination of Order**

Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the current Purchasing Entity's Fiscal Year. Payment to Contractor beyond the current Purchasing Entity's Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (See Colorado Special Provision). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice, terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination of Order. A State Purchasing Entity Order termination shall otherwise be treated as if the Order was terminated in the public interest as described in §3. E. of this Exhibit A.

The Purchasing Entity may initiate such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with **§5** of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

iv. **Discount and Delinquency Period**

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity's approves of the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.

7. **PAYMENTS TO STATE**

A. **Administrative Fees**

i. Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the total sales made under

Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 45 days following the end of that State Fiscal Year quarter.

ii. Contractor shall remit all administrative fees to the State's primary contact identified in §5 of the Participating Addendum and with the payee as "State of Colorado."

8. **REPORTING – NOTIFICATION**

A. **Volume Reporting**

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in **§5** of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:

a. The total spent by each type of Purchasing Entity under this Participating Addendum.

b. The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.

c. The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.

d. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.

e. The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.

f. The amount of the total administrative fee due to the State.

g. Any additional summary information as requested by the State.

ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:

a. The name of the Purchasing Entity who the sale was made to.

b. The date of the sale.

c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended price for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list price for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list price.

d. Any other detail information as requested by the State.

B. **Additional Operational Reporting**

Upon request by the State, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Participating Entities as requested by the State. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. **Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in **§5** of the Participating Addendum .

D. **Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.**

i. **Performance Outside the State of Colorado**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with **§5** of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

ii. **Performance outside of the United States**

Contractor shall request written approval from the applicable Purchasing Entity, prior to the Effective Date of any Order placed under this Participating addendum, for Contractor to perform, or subcontract to perform, Services outside the United States, including accessing State Records or the State' Information Technology. The Purchasing Entity may approve or deny such request within the Purchasing Entity's sole discretion, whether or not services outside the United States are prohibited or restricted by any Exhibit attached to this Contract. Following written approval from the Purchasing Entity, Contractor shall comply with the notice provisions for performance outside the United States, as set forth in §24-102-206, C.R.S. Any notice provided to the Purchasing Entity by Contractor regarding performance outside the United States shall be deemed ineffective if the Purchasing Entity has not granted prior written approval for such performance.

a. Notwithstanding anything to the contrary in this Contract, Contractor shall not access or process Federal Tax Information ("FTI") or Criminal Justice

Information ("CJI"), or the State's Information Technology that connects to such information, from outside the United States, including accessing or processing by Contractor's employees, agents, or Subcontractors.

iii. **SOC 1 Type II Annual Report**

If any Order placed by a Purchasing Entity requires Contractor to perform Work for any of the State's Information Technology systems that impact the State's Comprehensive Annual Financial Report as determined by the Colorado Office of the State Controller, Contractor, on an annual basis, shall deliver to the Purchasing Entity, at Contractor's sole cost and expense, Contractor's System and Organization Controls 1 Type II Report ("SOC 1 Type II Report") for each fiscal year prepared by a qualified independent audit firm with respect to the Statement on Standards for Attestation Engagements, Reporting on Controls at a Service Organization (SSAE) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as amended, from time to time.

9. **CONTRACTOR RECORDS**

A. **Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records") performed by the Contractor and any Subcontractors, that are required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Participating Addendum expires or is terminated, **(ii)** final payment under this Participating Addendum is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. **Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available virtually during normal business hours upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. **Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. **Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Participating Addendum or the Work, whether the audit is conducted by Contractor or a third party.

E. **Periodic Business Reviews**

i. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.

ii. Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.

iii. Contractor's primary contact designated in this the Participating Addendum shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. **Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract , if applicable. Contractor shall immediately forward any request or demand for State Records to the State's primary contact as identified in the Participating Addendum.

B. **Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. **Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Upon the expiration or termination of this Participating Addendum, and notice from the State, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. **Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State within forty-eight (48) hours and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. In connection with any Incident, Contractor shall provide a summary report; such report shall include at a minimum: (a) facts of the incident, such as date, time, description, how the security incident was detected; (b) Impact to services provided to the client and/or State data affected; (c) Root cause of the incident (when known); and (d) Description of any actions Contractor has taken or will take to minimize the likelihood of recurrence. The Contractor shall provide regular, as reasonably requested, no less than weekly, videoconference, telephone, or email updates, during this collaborative investigation. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future, which may include, but is not limited to, developing and implementing a remediation plan at no additional cost to the State. The State may, upon the mutual agreement of the Contractor (such agreement shall not be unreasonably withheld), and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, mutually approved third party to conduct a security audit. Contractor shall provide the State with a certification of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. **Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. **Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto on an annual basis. Contractor's duty and obligation to certify shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. **CONFLICTS OF INTEREST**

A. **Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

B. **Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Participating Addendum.

C. **Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Participating Addendum.

12. **INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. All insurance policies required by this Participating Addendum shall be issued by insurance companies as approved by the State.

A. **Workers' Compensation**

Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. Insurance must stay in place and in effect even if the contract term expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

B. **General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $2,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. **Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

D. **Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

E. **Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

F. **Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§5** of the Participating Addendum within 7 days of Contractor's receipt of such notice.

G. **Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. **Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. **Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. **BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

14. **REMEDIES**

A. **State's Remedies**

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in **§13,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. **Termination for Breach**

In the event of Contractor's uncured breach, the State may terminate this entire Participating Addendum or any part of this Participating Addendum. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under **§3. E.**

ii. **Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest.

c. Intellectual Property

B. If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the option of and as approved by the State or Purchasing Entity **(i)** secure that right to use such Work for the State, Purchasing Entity and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the Purchasing Entity. **Contractor's Remedies**

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§13** and the dispute resolution process in **§15** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. **Purchasing Entity's Remedies**

i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in §14. A. ii above, all remedies listed here in §14.C and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

iii. Payments and Damages

a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.

c. A Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

15. **DISPUTE RESOLUTION**

A. **Order Disputes, Termination and Resolution**

i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with **§5** of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.

ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not terminate any other Order or this Participating Addendum.

iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

B. **Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in **§5** of the Participating Addendum, or through a dispute on an Order shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. **Resolution of Controversies arising under this Participating Addendum**

If the initial resolution described in **§15.B**. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

A. **Exclusive Property of the State**

B. Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State. **Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. **OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination.

Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity's request.

18. **STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

19. **GENERAL PROVISIONS**

A. **Assignment**

Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum.

B. **Subcontracts**

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Participating Addendum.

C. **Binding Effect**

Except as otherwise provided otherwise within, all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. **Authority**

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. **Captions and References**

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. **Counterparts**

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. **Entire Understanding**

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. **Digital Signatures**

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. **Modification**

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. **Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

K. **External Terms and Conditions**

L. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract. **Severability**

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

M. **Survival of Certain Contract Terms**

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable by the other Party.

N. **Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

O. **Third Party Beneficiaries**

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in **§19.A,** this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

P. **Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Participating Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. **CORA Disclosure**

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. **Standard and Manner of Performance**

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. **Licenses, Permits, and Other Authorizations**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

T. **Indemnification**

i. **General Indemnification**

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, third party claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. **Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. **Intellectual Property Indemnification**

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all costs, expenses, third party claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right of a third party. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables. Notwithstanding the foregoing, Contractor will not indemnify the State if the claim of infringement is caused by (1) the State’s misuse or a modification of the Deliverable subsequently resulting in infringement or (2) Information direction, specification or materials provided to Contractor by the State.

iv. **Accessibility Indemnification**

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the “Indemnified Parties”) for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor’s noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

U. **Accessibility**

iv. Contractor shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

v. The State may require that the Contractor's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Contractor to review the selection of the third party. Contractor shall be responsible for all costs associated with the third-party vendor's assessment. If Contractor is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Contractor shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this Contract. Contractor shall **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property caused by Contractor's negligence or willful misconduct; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT B STATEMENT OF WORK

1. **GOODS AND/OR SERVICES**

For a description of what the Participating Addendum will provide, see Attachment B of the Master Agreement DPC1428523190-SA-21-PASS_ITRAC, "Description of Products, Price, and Services"

2. **OTHER PROJECT REQUIREMENTS**

A. **Delivery of Goods and Performance of Services**

i. Contractor shall provide all Goods and perform all Services described in each Order.

ii. Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.

iii. If a good in an Order is out of stock, Contractor may only provide a substitute good if it has notified the Purchasing Entity for that Order, in writing, that the good is out of stock and has received the Purchasing Entity's approval to provide the substitute good. Purchasing Entities may request additional information comparing the substitute good with the original good in the Purchasing Entity's sole discretion.

B. **Additional Terms**

Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.**EXHIBIT C PRODUCTS AND PRICE LIST**

1. **CONTRACTOR HAS BEEN AWARDED THE FOLLOWING CATEGORIES:**

- Procurement Assistance Support Services
- IT Research, Advisory, and Consulting (IT RAC) Services

- Value Add/Support Services

The products and price list is located on the NASPO ValuePoint website and maintained by the Contractor, and is incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the lead state and shall be effective when published on the dedicated state website.

https://www.naspovaluepoint.org/portfolio/procurement-assistance-it-support-services/gartner-inc/

2. **PRICING**

A. **Price Lists**

The State may publish any pricing information under this Participating Addendum, including, without limitation the pricing information shown in this Exhibit C, Products and Price List, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.

B. **Price Decreases and Ceiling Prices**

The prices listed in this Exhibit C are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

EXHIBIT D GARTNER USAGE POLICY

Notwithstanding any provision to the contrary in the documents that form this Agreement, the parties expressly agree that the version of the Usage Policy attached hereto as an exhibit shall exclusively govern the parties' rights and obligations with respect to usage. No subsequent, amended, or revised iteration of the Usage Policy shall be effective or binding upon either party unless such iteration is expressly incorporated into this Agreement by a written amendment duly executed by authorized representatives of both parties.

Gartner Usage Policy

Updated
15 January 2026

Gartner Usage Policy

Welcome to Gartner!

Thank you for purchasing a License to Gartner insights. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Licensed User. By continuing to use and access this website, you agree to this new title. Through easy-to-understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Products and Services within your contractual entitlements; and also get the most value from your Gartner relationship. For the purpose of this policy and all agreements incorporating it by reference, Services means the Gartner content and related support ("Product"). For the avoidance of doubt, the terms Services and Products are used interchangeably.

This **Gartner Usage Policy** is intended to address the following areas:

- Content for Internal Use (within your company)
- Content for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline License: This Gartner Usage Policy constitutes a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license (i.e., additional entitlements communicated in the Service Description or within the Content deliverable itself), the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Licensed User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Representative for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that a Licensed User is using our Services in a way that is inconsistent with this Gartner Usage Policy, we may limit or disable access to Gartner content for Licensed User(s) and/or investigate your use of the Services, including requiring production of information to validate that the Services are being used within your contractual entitlement. In the event of a company's non-compliance with this Policy, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 5 business days to correct the non-compliance. Failure to do so may result in protective action by Gartner, up to and including termination of Service. In the event your company fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. As it relates to use or indication of automation, regardless of the technical means used, Gartner further reserves the right at its sole discretion to immediately disable the impacted Licensed User(s)' license(s) until the concern is addressed with the client. If you wish to view the practical scenarios, you may do so at Gartner Usage Policy. Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usageguidance@gartner.com.

Gartner Usage Policy

Content– Internal Use (within your company)

I. While Gartner owns all right, title and interest in the Gartner content, we are licensing it to you, the Licensed User, under the following conditions:

➢ AS A LICENSED USER, YOU MAY USE THE GARTNER CONTENT IN THE FOLLOWING WAYS:

1. YOU MAY OPEN IT: You may open as much Gartner content as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set forth below.
2. YOU MAY PRINT IT: You may print Gartner content for your personal use in your job role, but not for sharing with any third party either inside or outside your company, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.
3. YOU MAY SHARE IT: You may share an excerpted or derivative version of the Gartner content (see below), but not the Gartner content in its entirety, so long as such sharing is (i) internal within your company, (ii) in support of your job role; and meets the CONDITIONS set forth below.

CONDITIONS

a. It is not done on a systematic or routine basis (e.g., by a Licensed User who consistently distributes a periodic summary or excerpt of Gartner content or who leverages a company business process that allows non-Users to approach the Licensed User to meet their need for Gartner insights);
b. It is limited to an internal audience only of no more than 15 people;
c. It is not done with the intent or effect of avoiding the purchase of additional User licenses;
d. It is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights; AND
e. It is not used as input into, or for the training or development of generative artificial intelligence (AI), machine learning algorithms or software, or other technologies to create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, or that allows any third parties to access, use or benefit from our proprietary intellectual property in any way.

The following uses constitute ACCEPTABLE SHARING of Gartner content:

- EXCERPTED USE: You may include a small excerpt of Gartner content (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner content in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No derivative use of the Gartner content by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner content:

- You may not share Gartner content in either printed or electronic format with any third-party individual either internal or external to your company.
- You may not share Gartner content with any third-party groups either internal or external to your company via email, intranet posting, or other information storage & retrieval systems.

II. Because Information Technology is rapidly evolving and changing, Gartner insights should only be relied on as of a certain date and time:

➢ AS A LICENSED USER, ONCE YOUR LICENSE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:

1. You must delete all soft copies of Gartner content from your internal system. Storing Gartner content is prohibited.
2. You must destroy all printed copies of Gartner content.

Best Practices for using Gartner Content

What if I want to use Gartner content internally within my company:

For my own personal use or for a colleague?

Acceptable Use
Dawn **(Licensed User)** can open and access as much Gartner content as she wants within the scope of her company's purchased Service. Dawn can also print a hard copy of Gartner content for her personal use - so long as such use is in connection with her job role at her company.

Frank **(Licensed User)** has read Gartner content that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner content page. Please note, in order for Joan and Larry to access the Gartner content, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of Gartner content.

As a summary with a small group of colleagues in a business meeting?

Acceptable Use
Frank **(Licensed User)** read some interesting content on Strategic Cost Management which he would like to share in a business meeting with 10 of his colleagues. Rather than copying and distributing the Gartner content in its entirety, he summarizes the main points in a memorandum that he provides to his colleagues. This is an acceptable use so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights.

Unacceptable Use
Dawn **(Licensed User)** is the only Licensed User in her department. She has the sole function of reviewing Gartner content and distributes summaries on (1) a recurring basis and/or (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner content (1) on a systematic or routine basis and/or (2) to an audience of

non-Users that extends beyond a 15-person project team. While permitted on an occasional and non-routine basis, Dawn's sharing in this instance is being done on a routine and systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of summarizing is permitted under a particular Service, they should consult with their Gartner Account Representative.

As an excerpt/quote for an internal project?

Acceptable Use
Henry **(Non-User)** is working on a project and seeks advice from his colleague, Dawn **(Licensed User)**. Dawn jots down some information she learned from the Gartner content, including a small excerpt from the content, and sends it to Henry. The excerpt is properly attributed to Gartner.

Dawn **(Licensed User)** schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from Gartner content into her PowerPoint presentation. She is careful to properly attribute Gartner per section 6.1 of the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).

Unacceptable Use
Frank **(Licensed User)** purchased a Gartner service that he hopes to use to compile a regular weekly "IT Newsletter" for his Non-User colleagues. His plan is to include in that newsletter excerpts from the Gartner content that he believes will be of interest to the group. This is unacceptable use. While permitted in connection with an occasional internal report, Frank's sharing may not be done on a routine or systematic basis (which eliminates the need to purchase additional User Licenses). If a Licensed User is unclear as to what level of excerpting or quoting is permitted under a particular Service, they should consult with their Gartner Account Representative.

As the entire piece of Gartner content or summaries for my colleagues in a way that is aligned to my entitlements?

Acceptable Use
Dawn **(Licensed User)** is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner content with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete amount of content internally within her company, she is able to share the content with her Senior Managers.

Henry **(Licensed User)** has been tapped to head up a new team to investigate Cloud Computing for his company. He has found several pieces of Gartner content that he would like to share with his team at their next project meeting. Each piece of Gartner content that Henry wishes to share contains a watermark with "This content is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 pieces of Gartner content internally, he can disregard the watermark messaging and use the Gartner content in the manner set forth in the relevant Service Description.

Bill **(Licensed User)** is responsible for conducting a technology assessment for his company. He is planning to use the access he has through his Gartner license to download and internally share a Gartner Toolkit to conduct the assessment. This is acceptable use if the content deliverable contains the following disclaimer: "*Unless otherwise marked for external use, the items in this [Name of Content Deliverable] are for internal noncommercial use by the licensed Gartner client. The materials contained in this Toolkit may not be repackaged or resold. Gartner makes no representations or warranties as to the suitability of this Toolkit for any particular purpose and disclaims all liabilities for any damages, whether direct, consequential, incidental or special, arising out of the use of or inability to use this material or the information provided herein.*" In some instances, the content deliverable is intended to be shared externally and that subset is distinguished with the following demarcation: "Approved for External Use — Not for Resale."

Susan **(Licensed User)** has a broad range of responsibility within her role at her organization, which requires her both to research various topics and ensure she is aware of updates to the Gartner content on gartner.com. Instead of applying a script or automated technology to track the content, Susan creates alerts by topic matter in her profile on gartner.com under “What I Follow.” This is an acceptable use because Gartner, both in its legal terms and policies, does not permit any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights. Further, Gartner expressly prohibits its content from being used as input into, or for the training or development of generative artificial intelligence (AI), machine learning algorithms or software, or other technologies to create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, or that allows any third parties to access, use or benefit from our proprietary intellectual property in any way.

Unacceptable Use
Sally **(Non-User)** is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank **(Licensed User)**. Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner content in its entirety to Sally. Each piece of content that Frank forwards to Sally contains a watermark with "This content is restricted to the personal use of frank.smith@company.com." This is an unacceptable use because Frank does not subscribe to a product that permits this type of sharing and Sally is not a Licensed User. In order for Sally to view Gartner content in its entirety, Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

As part of a presentation for his project team, Frank **(Licensed User)** excerpts multiple graphics from the Gartner content and inserts full pages of the content into the appendix of his presentation which he plans to share with his project team. This is an unacceptable use because Gartner does not permit wholesale copying or sharing of its content. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner content, so long as (i) the excerpting is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or content relating to the Gartner insights, and (v) there is proper attribution per section 6.1 of the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

Because Sally **(Licensed User)** is the only Licensed User in her department and/or within her company, non-Users across the company ask Sally to provide summaries, excerpts and/or simple data points from Gartner content for their personal business use. As a Licensed User, Sally can only excerpt from or summarize Gartner content on a non-routine basis. By servicing non-Users across her department or company, Sally's excerpting and summarizing may be viewed as routine (either because she is leveraging a company business process that allows non-Users to approach her to fulfill their need for Gartner insights or because she is servicing so many one-off requests from non-Users that her use of the Service in this manner may be considered routine). These are unacceptable uses because they have the intent or effect of avoiding the purchase of additional licenses.

As the entire piece of Gartner content with a department or company wide audience in a way that is aligned to my entitlements?

Acceptable Use
Frank **(Licensed User)** reads a Gartner Magic Quadrant where his company is positioned in the Leader's quadrant for that particular technology. Eager to display this Magic Quadrant on his

company's public facing website, Frank purchases a Reprint License of the Magic Quadrant from Gartner. Gartner thereafter sends to Frank a formatted Reprint version of the Magic Quadrant that he may post on his company's intranet site per the Reprint License.

Unacceptable Use
Frank **(Licensed User)** is responsible for researching emerging technologies for his department. When he finds Gartner content of interest, he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Licensed Users to post the PDF version of Gartner content on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner content for his team so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner content), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner content, or any data or other content relating to the Gartner insights. Alternatively, he can purchase a Reprint License for the relevant Gartner Research documents.

By storing on my laptop or office computer/device?

Acceptable Use
Dawn **(Licensed User)** is often called upon to travel in her job role. As such, she likes to read Gartner content on her laptop computer while en route. As a Licensed User, Dawn is allowed to download a PDF version of the Gartner content for her personal use within her role (where PDF capability is an option on gartner.com). As a general rule, however, Gartner does not permit Licensed Users to download a PDF version of the Gartner content for the purpose of distributing to others, inside or outside of their company and regardless of whether the recipient is a Licensed User.

Unacceptable Use
Sally **(Licensed User)** is an administrator in the IT department of her company and is responsible for providing insights access to her department. Oftentimes she likes to forward Gartner content to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of pieces of Gartner content to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner content on internal storage and retrieval systems for others to access (e.g., interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).

Frank **(Licensed User)** has decided not to renew his Gartner license due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large amount of Gartner content that he thinks he will need for future reference. All Gartner content including Gartner insights is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner content for the license term set forth in their Service Agreement. Once that license term has ended, the Licensed User is no longer permitted to use or store the Gartner content and will be expected to delete all remaining copies of Gartner content on its internal systems.

And am willing to purchase additional entitlements?

Acceptable Use
Sally **(Licensed User)** subscribes to a Gartner for IT Leadership Team Plus: Team Leader License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy, the terms of that product offering will apply (and take precedence over the baseline License in the Gartner Usage Policy) for the duration of Sally's Service Agreement.

For Gartner forecast and/or market share data?

Acceptable Use
Bill **(Licensed User)** is responsible for Market Intelligence. For this quarter's result only (e.g., once), he would like to share with his company's India country manager the Gartner market share data that shows their #1 competitor's revenue results for the quarter in the PC market in India. Bill plans on sharing this excerpt internally only with his company's India Country manager and will appropriately source Gartner (i.e., stamped "company name" Internal Use Only) and send to the country manager via email. This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner market share report reflecting no more than five (5) competitors, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an individual non-User (the India country manager).

Frank **(Licensed User)** is looking to provide his product marketing team of three (3) people the forecast data for mobile devices for an upcoming strategy meeting. His PowerPoint presentation includes three (3) years of forecast data for two (2) segments and he will appropriately source Gartner (i.e., stamped “company name” Internal Use Only). This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner forecast report, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an internal audience only of no more than 15 people.

Unacceptable Use
Susan **(Licensed User)** is the only Licensed User in her Marketing department. She has the sole function of preparing Competitive Analysis for her company. She primarily supports the product management executives. She is repeatedly asked (i) for more than a summary data excerpt OR (ii) to import or otherwise enter Gartner Market Share data into an internal data warehouse or other internal system OR (iii) to post the data set, summaries of the data or excerpts of Gartner Market Share to her company's internal intranet or external website. Each of these is an unacceptable use because Susan is being asked to share Gartner Market Share data on a systematic or routine basis, or import Gartner Market Share Data to an internal data warehouse or other system/tool or post Gartner Market Share data on a company intranet or external website (i.e., the i, ii and iii requests referenced above). For proper use of Gartner Market Share or Market Forecast data contact usageguidance@gartner.com.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Content - External Use (outside your company)

We welcome you, the Licensed User, to open as much Gartner content as you like: for your personal use within your job and within the scope of your Service.

Gartner content cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner content outside of your company, you may:

- Excerpt or reference with prior written approval from Gartner Content Compliance, here, and in accordance with the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).

- Purchase a Reprint License for External Use. Contact the Reprints team for more information on Reprint Licenses.

Best Practices for using Gartner Content

What if I want to use Gartner content outside my company...

As a Gartner approved excerpt/quote for an external use?

Acceptable Use
Frank **(Licensed User)** is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from the Gartner content. Prior to the presentation, Frank consults the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) and submits his request to Gartner Content Compliance, here, for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.

Sally **(Licensed User)** is not sure how much Gartner content she is allowed to excerpt/quote or otherwise reference in his upcoming article she is publishing for an IT conference. She is struggling with how much she is permitted to quote or reference under the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Wanting to be in compliance, Sally reviews the policy and submits a request to Gartner Content Compliance for guidance and approval, here.

Unacceptable Use
Dawn **(Licensed User)** who is responsible for issuing her company's press releases, incorporates Gartner content into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy) requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and contact Gartner Content Compliance, here, for pre-approval.

And am willing to purchase a Reprint License to share Gartner Content outside my company?

Acceptable Use
Laura **(Licensed User)** is the head of Public Relations and recently purchased a Reprint License which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.

Dawn **(Licensed User)**, an Analyst Relations director at her company, purchases a Reprint License of a Gartner Vendor Rating where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint License with Gartner.

Unacceptable Use

Frank **(Licensed User)**, who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds Gartner content of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Licensed Users to forward via e-mail a PDF version of Gartner content. While Frank cannot share the full piece of Gartner content via his group e-mail, he does have two choices; he may either (i) purchase a Reprint License so that he could use the content in its entirety, per the terms of his Reprint License, or (ii) select a few key sentences from the Gartner content to share via his group e-mail. If Frank opts for choice (ii) he should contact Gartner Content Compliance, here, with his draft e-mail containing the few key sentences. Once he receives approval from Gartner Content Compliance, he may then e-mail the approved quote to his Clients provided that this quoting is done on a non-routine basis.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Inquiry

We welcome you to call us if you are a Gartner Licensed User with Inquiry Service.

You may use our Inquiry sessions (or written responses, as applicable and approved) to discuss:

- Key questions or decisions you, as the Licensed User, are facing directly in your role
- Interpretation of Gartner content
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Proposal reviews for technology purchases such as IT outsourcing proposals (up to twenty (20) pages max per proposal including its attachments)

Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of written responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session
- May not record or transcribe an Inquiry session by any means

NOTE: Inquiry session notes may be shared with other individuals so long as (i) the sharing is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased (not all Services include Inquiry entitlement). For additional guidance on your service-specific entitlements, please consult your account representative.

Best Practices for using Inquiry

What if I want to use Inquiry...

Do all Gartner Services offer access to Gartner Inquiry?

Acceptable Use
After reading Gartner content about Banking and Investment Services, George **(Licensed User)** would like to speak with the Gartner Industry expert who authored it to ask some second-level questions regarding the information he read. Since George has the necessary Advisor-level access with his Industry Advisory Services License, George may ask Gartner to schedule an Inquiry session with the relevant Gartner Industry expert.

Unacceptable Use
Sally **(Non-User)** must provide guidance to her senior leadership team on how to best restructure their network and communications systems. Sally's colleague, Frank **(Licensed User)** schedules an Inquiry session; Sally participates in his place. This is unacceptable use because Non-Users may not participate on Inquiry sessions. Frank may, however, take notes on his Inquiry session and share those notes with Sally on an ad hoc basis; or alternatively, the company may contact their Account Representative to purchase a User License for Sally so that she can participate in her own right on Inquiry sessions. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Who can join me on an Inquiry session?

Acceptable Use
George **(Licensed User)** is working with a group of colleagues, all of whom have Advisor-level licenses for Industry Advisory Services. They are launching a project related to gaining a competitive edge in the global manufacturing market. In preparation for the launch, George would like to schedule an Inquiry session with a Gartner Industry expert to better understand the key issues. This is an acceptable use of Inquiry, as all participants have an Advisor-level license for Industry Advisory Services.

Dawn **(Licensed User)** subscribes to the IT Leadership Team solution, and her company has designated her as the **Leader Licensed User**. She and her IT Leadership Team Members are assessing a potential vendor and need to speak to a Gartner expert regarding the vendor selection process. As the Leader, Dawn schedules the Inquiry session for herself and the IT Leadership Team Members. This is an acceptable use of Inquiry, as i) the Team Leader must schedule and attend the session, and the Team Members who are Licensed Users may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda, and ii) Inquiry call topics are limited to experts and content deliverables associated with the Service.

Unacceptable Use
Frank **(Licensed User)** is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him in his Inquiry sessions to ensure that there is consensus and that all relevant questions are answered during the session. Sometimes, Frank invites a large group of participants to these Inquiry sessions, none of whom has the Advisor-level or team license required for participation. This is an unacceptable use of Inquiry sessions, because only Licensed Users with the correct access level for the relevant service may participate in Inquiry sessions. If Frank wants to have other colleagues participate with him in Inquiry sessions, Frank should contact his Account Representative who will help Frank find an appropriate solution to meet his requirements.

Sally **(Licensed User)** is an administrator in the IT department of her company and currently subscribes to an Advisor-level license for Industry Advisory Services. Often times she sets up Inquiry sessions for others in her department working on key projects (i.e., regardless if the other person is a non-User or Licensed User with a different level of access). Sally never joins the Inquiry sessions. As a general rule, participation in Inquiry sessions is limited to Licensed Users who are entitled to Inquiry for the same type of service under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate in Inquiry sessions.

Dawn **(Licensed User)** is an Analyst Relations professional and has scheduled an Inquiry session to discuss a new product launch. Dawn would like to invite Non-Users to participate in the Inquiry session. She promises that they will only listen and not engage with the Gartner expert. This is an unacceptable use of Inquiry sessions, because (i) only Licensed Users with the correct access level for the relevant service are permitted to participate, attend, or listen to an Inquiry session; and (ii) Non-Users are prohibited from both (a) physically attending an Inquiry session or (b) listening in to an Inquiry session.

John **(Licensed User)** is a Product Development professional and has scheduled an Inquiry session to discuss a product strategy for which he is collaborating with a third-party vendor. John would like to invite Sally **(Licensed User)** from the third-party vendor to participate in the Inquiry session. This is an unacceptable use of Inquiry sessions, because Inquiry sessions are strategic conversations limited to the Gartner expert(s) and the Licensed User(s) from the single client company only. Licensed User(s) from other companies may not participate.

What may I share from the Inquiry session and who may I share it with?

Acceptable Use
George **(Licensed User)** is assigned to a project team and schedules an Inquiry session with Gartner for additional insight on a subject. George may take notes during the Inquiry session and share those notes internally with his colleagues on the project team. Sharing notes from an Inquiry session internally with colleagues on a project team is an acceptable use so long as (i) it is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; if it is more than that please consult usageguidance@gartner.com for additional guidance); and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Dawn **(Licensed User)** has read Gartner content for her upcoming vendor selection process. Dawn noticed that Gartner has not published any content for 3 years on the vendor that she is considering. Since Dawn has a Gartner for IT Leaders Advisor license that entitles her to Inquiry, she schedules an Inquiry session with the Gartner expert to determine how that vendor is faring in the marketplace. The Gartner expert may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner expert may not recommend that specific vendor to the client for selection.

John **(Licensed User)** is the CIO for a small company in a smaller geography. He is responsible for implementing an ERP system and has read interesting Gartner content, but he is uncertain as to whether the advice provided in the Gartner content applies to his company. Since John subscribes to the Gartner for IT Executives CIO product, he schedules an Inquiry session to ask for additional guidance beyond what is published in the Gartner content. The Gartner expert may provide John with recommendations and information to consider so that John has greater insight to make an informed ERP selection.

Unacceptable Use
Dawn **(Licensed User)** is responsible for numerous cost-cutting initiatives in her company's IT department and would like to work with a Gartner expert to set up an Inquiry session to discuss her company's detailed cost-cutting strategy and conduct an in-depth discussion to establish priorities and estimated time frames. Since this request requires additional research and/or the development of supporting material by the Gartner expert, it cannot be fulfilled in a 30-minute Inquiry session. Alternatively, Dawn may purchase from her Account Representative a Strategic Advisory Services (SAS) Internal Advisory Session.

John **(Licensed User)** contacts Gartner to schedule an Inquiry session about *Camera Depot* and the latest developments in digital SRL cameras, a vendor and topic that Gartner does not cover in its content. In this case, John must look elsewhere for guidance on this particular vendor and topic.

May I record or transcribe Inquiry sessions?

Unacceptable Use
Frank **(Licensed User)** schedules an Inquiry session to discuss Gartner content on "Green IT Strategies." Frank wants to record the Inquiry session so that he can share the information he learns with a key group of managers within his company. This is an unacceptable use because Gartner does not permit clients to record or transcribe Inquiry sessions. While Frank may share personal notes he takes during the Inquiry session, a verbatim recording of the Inquiry session is not permitted.

Ben (**Licensed User)** subscribes to a Gartner license with Inquiry privileges and schedules an inquiry session with a Gartner expert. He wants to ensure he captures everything the Gartner expert states during the session, therefore, he leverages a conversational artificial intelligence tool to transcribe his session into a recorded/transcribed conversation. This is unacceptable use because Gartner does not permit Inquiry sessions to be recorded or transcribed by any means. Instead, Ben may take his own notes of the Inquiry session for his future reference.

What if product purchased has different Inquiry entitlements from Gartner Usage Policy?

Acceptable Use
George **(Licensed User)** subscribes to an Executive Programs Leadership Team License and is concerned because the terms in his Service Description for that product are different from the baseline License described in the Gartner Usage Policy. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Gartner Usage Policy; the terms of that product offering will apply for the duration of George's Service Agreement.

Sally **(Licensed User)** is a Product Manager that subscribes to a Product Management & Marketing (PMM) License with Advisor-level access and would like to speak with a Gartner expert about the latest Forecast: Enterprise Application Software Worldwide and would like to ask some questions about the content. Sally may ask Gartner to schedule an Inquiry Session with a relevant Gartner expert since Market Analysis & Statistics content is entitled through the licensed content deliverables of her Service.

Unacceptable Use
John **(Licensed User)** is a Product Manager that subscribes to a Product Management & Marketing (PMM) License with Advisor-level access and would like to speak with a Gartner expert to ask some questions related to challenges he is having specific to innovation and portfolio management to help guide his organization’s strategy based on market insights in this area. This is an unacceptable use of Inquiry, because the call topic falls outside of the licensed content deliverables of PMM, which does not entitle Product Management role-based content. Inquiry call topics are limited to the licensed content deliverables of the Service.

Ben **(Licensed User)** is a Product Manager that subscribes to a Gartner for Product Team (GPT) Leaders License with Advisor-level access. Ben would also like to invite George **(Licensed User)**, who works within the same organization. George is also a Product Manager but subscribes to a Product Management & Marketing (PMM) License with Advisor-level access. This is unacceptable use because George is not entitled to participate on the GPT Team Inquiry, as the topic falls outside of George’s licensed content deliverables of PMM. Inquiry call topics are limited to the licensed content deliverables of the Service assigned to the Licensed User.

How may I share Gartner expert written responses and who may I share them with?

Acceptable Use
Dawn **(Licensed User)** subscribes to a Gartner license with Inquiry privileges. Instead of scheduling an Inquiry session, she has requested and received permission from Gartner for the expert to provide a written response to her question. Dawn would like to share the Gartner expert’s written response with her CIO. A Licensed User may excerpt from or summarize in their own words a Gartner expert’s written response and share that excerpt or summary internally within their company only, so long as (i) the excerpting or summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt or summary of Gartner insights); (ii) distribution is limited to an internal audience only of no more than 15 people; and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Unacceptable Use
Frank **(Licensed User)** subscribes to a Gartner license with Inquiry privileges. As part of a vendor selection process he is working on, he requests the Gartner expert to provide a written response regarding the pros and cons of doing business with a particular vendor. Frank decides to share the

expert's written response with that vendor. This is an unacceptable use of expert written responses, which are confidential and intended solely for use by the Licensed User. Any external sharing of a Gartner expert's written response is in violation of Gartner policy.

Is it permissible for me to share a confidential vendor proposal with the Gartner expert?

Acceptable Use
Frank **(Licensed User)** subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner expert to conduct a Proposal review of his upcoming vendor renewal. Frank is concerned that he may be violating the confidentiality provision in his existing vendor contract. Frank should follow the guidance of his legal team in determining whether the terms of his existing contract permit him to share the document with professional advisors who are bound to confidentiality agreements with their clients.

May I use Inquiry for a Document or Proposal review?

Acceptable Use
Frank **(Licensed User)** is gearing up for his strategic marketing plan presentation to his senior management. He has prepared a 15-page presentation that he would like for the Gartner expert to review. If Frank subscribes to a license with the appropriate Inquiry entitlements, he may leverage an Inquiry session for a Document review. As a general rule, Gartner experts will conduct Document reviews specific to Requests for Proposal (RFP), marketing or business plans, and other business-related documents. The document size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Frank for the expert to try to analyze and discuss more than 20 pages during an Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Dawn **(Licensed User)** is preparing her strategy for an upcoming IT outsourcing negotiation and would like to determine if there is an opportunity to improve the business terms of the proposal. If Dawn subscribes to a license with the appropriate Inquiry entitlements, she may leverage an Inquiry session for a Proposal review. As a general rule, Gartner experts will conduct reviews specific to unsigned pricing proposals; business terms and conditions; and negotiation strategies. However, the proposal size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Dawn for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Unacceptable Use
George **(Licensed User)** is in the early stages of preparing to negotiate a software renewal which is a 100-page proposal and includes several attachments. He would like to leverage his Inquiry entitlement and schedule a Gartner expert to review and discuss the proposal in its entirety; however, given the 20-page restriction, he intends to schedule a series of Inquiry sessions with the same or different Gartner expert(s) to review and discuss 20 pages at a time. This is an unacceptable use of Inquiry because Proposal reviews are limited to 20 pages max per document including its attachments. It is not practical for Gartner or useful to George for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, if George were to break up the review amongst multiple experts it would lack consistency or continuity a one-time discreet review would deliver. Lastly, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal and its attachments exceed 20 pages, contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

John **(Licensed User)**, the CMO of his company, is developing sales collateral and messaging before taking his new product to market. He would like to schedule an Inquiry session to ensure the value proposition is messaged correctly for his company's target markets. Even though the sales collateral and messaging is under the 20-page limit, John would also like to include additional reference materials for the Gartner expert to review. This is an unacceptable use of Inquiry because Document reviews are limited to the document itself (up to 20 pages) and no additional reference materials will be reviewed. It is not practical for Gartner or useful to John for the Gartner expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the document you wish to be reviewed include any additional reference materials, you may contact your Account Representative to purchase a Strategic Advisory Services ("SAS") engagement.

Dawn **(Licensed User)** would like for Gartner to review an important hardware proposal for an upcoming renewal. She would like the Gartner expert to review the proposal in its entirety, however it exceeds 20 pages. To get around the 20-page limitation, Dawn is considering to significantly modify the formatting of the contract. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to Dawn for the expert to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal you wish to be reviewed exceed 20 pages and or include any additional reference materials, you may contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

REMINDER: This is a baseline license that may vary depending on your purchased product.

Gartner Usage Policy

Usernames & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company/agency. For government clients, company may include agencies responsible for the oversight and administration of specific functions.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company; and
- So long as it is not done with the intent or effect of avoiding the purchase of additional User licenses

NOTE: When your company substitutes a Licensed User, the new Licensed User must be located in the same country as the original Licensed User. Where not possible, please consult your Account Representative to purchase an additional User license locally.

NOTE: When your company designates Licensed Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a license to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the license);
- In no instance is it ever acceptable for a Licensed User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User License to another within your company per Gartner Usage Policy referenced above.

Best Practices for proper use of your Username and Password

Why must my Username be my email address?

Acceptable Use
Martha is a newly designated licensed user **(Licensed User)**. Since Usernames must be personal to the Licensed User, either Martha's e-mail address at her company or her proper name may be used for her Username.

Unacceptable Use
John Baker, a newly licensed user **(Licensed User)**, has recently been assigned a Gartner Core content Advisor License. John requests that his Username reference the name of his department or his department's generic e-mail address. This is an unacceptable use because Usernames must be personal to the Licensed User and may not reference a company department or departmental e-mail address. An acceptable Username in this scenario is John Baker, or john.baker@client_company.com.

When is it acceptable to assign a new person to an existing license (i.e., swap out Username & Password)?

Acceptable Uses
Judy **(Licensed User)**, an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.

Dawn **(Licensed User)** leaves the IT department of her Canadian-based company and accepts another position in that company that does not require her to access Gartner content. At Client's request, Gartner may issue a new Username and Password to a substitute Licensed User designated by Client company provided such Licensed User is also based in Canada.

Sally **(Licensed User)** is about to take maternity leave for three months and would like to reassign her license to John while she is on leave. If a Licensed User is out on medical leave, Gartner will allow a license transfer to a different individual so long as (i) the Licensed User is on medical leave greater than 30 consecutive days, and (ii) the license is transferred back to the original Licensed User upon their return from medical leave.

Unacceptable Uses
Frank **(Licensed User)** offers to assist his colleague Sally **(Non-User)** on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User License. Client should contact their Account Representative to purchase an additional User License. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Frank **(Licensed User)** is part of an IT team along with colleagues, Sally and Kate **(each, a Non-User)**. Frank administers the Gartner Licenses on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner content. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank **(Licensed User)** then assigns his Username and Password to Kate **(Non-User)** so that she may access the Gartner Services. This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User License.

Pat **(Licensed User)** has a broad range of responsibility within her role at her organization and confirmed she benefits from her Gartner access across all topic areas she covers. After next week, some of her responsibilities will be shifted to George **(Non-User)** and she has requested her license be transferred to him given the change in responsibilities. It is a requirement that Gartner validate the change in responsibilities, confirming existing against new responsibilities to determine the continued need for Gartner access. This is an unacceptable use because Pat confirmed she benefits from her Gartner access across all topic areas she covers, including those that will remain with her, even after some responsibilities are transferred to George. Instead, Pat's organization should procure the necessary license(s) to address George's need for Gartner access.

REMINDER: This is a baseline license that may vary depending on your purchased product.