



**COUNTY OF MONTEREY AGREEMENT FOR SERVICES**  
**(MORE THAN \$200,000)**

This Agreement for Services (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center (“COUNTY”), a general acute care teaching hospital wholly owned and operated by the County, and Gartner, Inc. (hereinafter “CONTRACTOR”, collectively COUNTY and CONTRACTOR are referred to as the “Parties”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows:  
Subscription-based access to Information Technology research services.
2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$ 334,600.
3. **TERM OF AGREEMENT.**
  - 3.1. The term of this Agreement is from April 1, 2024 through March 31, 2027 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.
  - 3.2. COUNTY reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provision

Exhibit B: Gartner Usage Policy

Exhibit C: Content Compliance Policy

Exhibit D- Business Automobile Liability Insurance Justification

## 5. PERFORMANCE STANDARDS.

- 5.1. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY.
- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7. TERMINATION.

- 7.1. During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In

the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 COUNTY's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

### 9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII,

according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

- 9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, *If required* for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 COUNTY Records. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 ~~Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.~~
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent

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employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below

**NATIVIDAD MEDICAL CENTER:**

Natividad Medical Center  
Attn: Contracts Division  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA. 93906  
FAX: 831-757-2592

**CONTRACTOR:**

Name: Gartner, Inc.  
Attn: Trent Parsons  
Address: 56 Top Gallant Road  
City, State, Zip: Stamford, CT 06902-7700  
FAX: \_\_\_\_\_  
Email: trent.parsons@gartner.com

**15. MISCELLANEOUS PROVISIONS.**

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



**COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO Natividad

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
By: Stacy Saetta  
C0E0E1B99F444A9  
Monterey County Deputy County Counsel

Date: 3/11/2024 | 1:14 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Patricia Ruiz  
E79EE64E57454F6  
Monterey County Deputy Auditor/Controller

Date: 3/12/2024 | 7:19 AM PDT

**CONTRACTOR**

Gartner, Inc.

Contractor's Business Name\*\*\* (see instructions)

DocuSigned by:  
Karoline Bonacci  
AB9AD4933C9645C  
Signature of Chair, President, or Vice-President

Karoline Bonacci, Vice President

\_\_\_\_\_  
Name and Title

Date: 2/29/2024 | 2:32 PM PST

DocuSigned by:  
By: David Vixama  
CCE13228C9BD44B  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer  
or Asst. Treasurer)

David Vixama

\_\_\_\_\_  
Name and Title

Date: 2/29/2024 | 2:29 PM PST

**\*\*\*Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

## Exhibit A: Scope of Services/ Payment Provisions

### 1. DEFINITIONS AND ORDER SCHEDULE:

**Services** are the subscription-based research and related services purchased by COUNTY in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. CONTRACTOR may periodically update the names and the deliverables for each Service. If COUNTY adds Services or upgrades the level of service or access, an Order Schedule will be required and will be subject to Section 15.2 ("Amendment") of the Service Agreement ("SA").

**Service Descriptions** describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA are stated herein section 2 below and are incorporated by reference into this SA.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2024	31-MAR-2025		
Executive Programs Leadership Team	Essentials Member	1	TBD	01-APR-2024	31-MAR-2025		
				Term Total	(Excluding applicable taxes)		\$107,200.00
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2025	31-MAR-2026		
Executive Programs Leadership Team	Essentials Member	1	TBD	01-APR-2025	31-MAR-2026		
				Term Total	(Excluding applicable taxes)		\$111,500.00
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2026	31-MAR-2027		
Executive Programs Leadership Team	Essentials Member	1	TBD	01-APR-2026	31-MAR-2027		
				Term Total	(Excluding applicable taxes)		\$115,900.00

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- I. Minimum Executive Programs Leadership Team includes three (3) Team Members in addition to the Team Leader. The above non-standard configuration is limited to the terms of this agreement only.
- II. Use of the Service is governed by the Gartner Usage Policy attached hereto as "**Exhibit B: Gartner Usage Policy**" and the Gartner Content Compliance Policy attached hereto as "**Exhibit C: Content Compliance Policy**".
- III. CONTRACTOR shall invoice COUNTY in advance for all services stated herein prior to the contract term start date. Payment shall be made in pursuant to section 6.5 "PAYMENT CONDITIONS" of the Service Agreement.
- IV. All PO's are to be sent to purchaseorders@gartner.com

**2. SERVICE DESCRIPTIONS:** See the following pages 2 through 6.




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

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

**DELIVERABLES**

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

1. The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Virtual Team Workshop
- Access to Research Experts
- Research Briefing
- Peer Experiences
- Gartner IT Symposium/Xpo™ with Exclusive Member Experience
- IT Podcast Series
- Executive Programs Events
- Executive Programs Research and related content
- Gartner for IT Leaders Research and related content
- Leadership Development Research and related content
- IT Key Metrics Data

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

**Executive Partner:** An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Leader’s primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives (“leader agenda”). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: virtual strategy meetings, research expert interactions, virtual events, IT Symposium/Xpo attendance, peer engagement or Executive Partner teleconferences or meetings.

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

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

(b) **Value Reviews:** The Executive Partner will periodically conduct Value Reviews with the Leader against the leader agenda.



(c) **Virtual Team Workshop:** An up to half-day annual strategy session (jointly determined by the Executive Partner and Leader), facilitated by the Executive Partner, focused on application of Executive Programs research and action planning. Workshop topic is selected from a list of available Executive Programs workshops by Leader and Executive Partner. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

(d) **Expert Interactions**

Access to Gartner experts associated with the Service. Inquiry call participation is limited to the expert, the Team Leader, and Team Members. The Licensed User can schedule individual sessions with an expert and team sessions. Team sessions must be requested and moderated by the Team Leader, who must be present on calls and lead discussions and questions to advance the leader agenda. Licensed User may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in inquiry calls non-Team Members from within the Client company.

**Prioritized Scheduling:** Leader is entitled to prioritized scheduling for inquiry sessions and 1-on-1 sessions at Gartner IT Symposium/Xpo.

**Research Briefing:** One (1) briefing session per contract period with an expert, delivered remotely, not to exceed four (4) hours. The session may include Team Members and others from the Client organization, up to a total of 25 (twenty-five) participants.

(e) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

**Peer & Practitioner Research:** Includes peer benchmarks, best practices, case studies, tools and templates.

**Facilitated Networking:** Service Delivery Team will, upon request, arrangement meetings with peers around a specific topic or area of expertise.

(f) **Conferences and Events**

**Attendance at Gartner IT Symposium/Xpo™ with Exclusive Member Experience:** One non-transferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus an exclusive member experience that may include priority booking for onsite One-on-One meetings with Gartner experts, access to an Exclusive Member Lounge and meeting rooms in the Exclusive Member Meeting Center, and networking opportunities with peers and Gartner Service Delivery associates.

**Offline Meetups:** Access to designated program lounges at Gartner IT Symposium/Xpo.

**Executive Programs Events:** Complimentary, nontransferable invitation to attend virtual Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

(g) **Research Access**

**Executive Programs Research and related content**

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

**Gartner for IT Leaders Research and related content**

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



**Leadership Development Research and related content:** Customized professional development content for technology leaders, targeted to Team Members.

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

- (f) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.
- (g) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts’ perspectives on business priorities and challenges on topics in information technology.

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**ADDITIONAL USAGE INFORMATION**

The invitation or “Ticket” is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are not transferable within the client company and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual, and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use




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

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

**DELIVERABLES**

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

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

- Assigned client success manager
- Virtual Team Workshop
- Access to Research Experts
- Peer Experiences
- Peer & Practitioner Research
- Executive Programs Research and related content
- Leadership Development Research and related content
- Gartner for IT Leaders Research and related content
- IT Key Metrics Data
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned client success manager**

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

(b) **Virtual Team Workshop:** An up to half-day annual strategy session facilitated the Leadership Partner and focused on application of Gartner Executive Programs research and action planning. Workshop topic is selected from a list of available workshops by Team Member and the Delivery Team.

(c) **Access to Research Experts**

**Inquiry:** Essentials Team Member(s) may participate in inquiry sessions provided the sessions are requested and moderated by Leader. The Leader must be present on the call and manage and lead the discussion and questions to advance the leader’s agenda.

(d) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

**Peer & Practitioner Research:** Includes peer benchmarks, best practices, case studies, tools, and templates.



(e) **Research Access**

**Executive Programs Research and related content**

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

**Business Research and related content:** Targeted to CIOs, CFOs, and other business executives.

**Gartner for IT Leaders Research and related content:** Includes Gartner Core IT and Role-specific Research and IT Podcast Series.

**Leadership Development Research and related content:** Customized professional development content for technology leaders, targeted to Team Members.

The Essentials Team Member (i) may open an unmetered number of Weekly Picks, News Analysis, and Webinars; and (ii) is entitled to access Gartner research documents from the Gartner for IT Leaders, Executive Programs, and Leadership Development Research Deliverables above, as follows:

**Shared Document Allocation:** Shared access to a total document allocation among all Essentials Team Members equal to 20 (twenty) Gartner Research documents times the number of Essentials Team Members on the Team.

**Reversals:** Up to 20 (twenty) reversals (to reverse a debit of specific Gartner research documents) during the contract term.

(f) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

(g) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

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**ADDITIONAL USAGE INFORMATION**

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email [ombuds@gartner.com](mailto:ombuds@gartner.com).

### 3. Additional Terms and Conditions:

a. **Ownership and Use of the Services.** CONTRACTOR owns and retains all rights to the Services not expressly granted to COUNTY. Only the individuals named in the Service Agreement (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. COUNTY agrees to review and comply with the *Gartner Usage Policy as described in "Exhibit B- Gartner Usage Policy"*. Among other things, the *Gartner Usage Policy* describes how COUNTY may substitute Licensed Users, excerpt from and/or share Gartner research documents within the COUNTY organization, and quote or excerpt from the Services externally.

b. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT COUNTY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. COUNTY UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

c. **Data Protection.** In performing its obligations under this AGREEMENT, CONTRACTOR and COUNTY will each comply with all applicable data privacy legislation. Without limitation to this, COUNTY shall ensure that any disclosure of personal data, whether in relation to COUNTY's employees or otherwise, made to CONTRACTOR by COUNTY or on its behalf is made with the data subject's consent or is otherwise lawful. In so far as any disclosure relates to COUNTY'S own employee or subcontractor, COUNTY shall notify that employee or subcontractor that CONTRACTOR and its affiliates may: (a) use the personal data to provide COUNTY with the Services, (b) disclose the personal data to third parties to provide the Services; and (c) inform COUNTY about other products or services that CONTRACTOR believes may be of interest. If any person does not wish to receive such CONTRACTOR communications, they may contact CONTRACTOR at [privacy@gartner.com](mailto:privacy@gartner.com).

#### d. Miscellaneous

1. **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
2. **No Third Party Beneficiaries.** This AGREEMENT is for the benefit of the Parties only.
3. **Surviving Clauses.** Sections 3 (a), (b), and (d) 1, 2, and 3 shall survive the termination of this AGREEMENT.



Exhibit B:  
**Gartner Usage Policy**

Updated  
3 November 2023

# Gartner Usage Policy

## Welcome to Gartner!

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Thank you for purchasing a License to Gartner Research. 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 Services within your contractual entitlements; and also get the most value from your Gartner relationship.

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

- Research Documents for Internal Use (within your company)
- Research Documents 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 Research 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 our Services are being used outside of this Gartner Usage Policy, we may contact your company and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 30 days to correct the non-compliance. 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 user 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](mailto:usageguidance@gartner.com).

# Gartner Usage Policy

## Research Documents – Internal Use (within your company)

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- I. While Gartner owns all right, title and interest in the Gartner Research, we are licensing it to you, the Licensed User, under the following conditions:
- AS A LICENSED USER, YOU MAY USE THE GARTNER RESEARCH IN THE FOLLOWING WAYS:
    1. YOU MAY OPEN IT: You may open as many Gartner Research documents 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 a Gartner Research document 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 Research (see below), but not the entire Gartner Research document, 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 Research or who leverages a company business process that allows non-Users to approach the Licensed User to meet their Gartner Research needs);
- 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 Research, or any data or content relating to the Gartner Research; 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 Research:

- EXCERPTED USE: You may include a small excerpt of Gartner Research (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 Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No derivative use of the Gartner Research by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner Research:

- You may not share Gartner Research in either printed or electronic format with any third-party individual either internal or external to your company.
  - You may not share Gartner Research 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 Research 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 Research documents from your internal system. Storing Gartner Research is prohibited.
    2. You must destroy all printed copies of Gartner Research documents.

## Best Practices for using Gartner Research

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

#### For my own personal use or for a colleague?

##### Acceptable Use

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

Frank (**Licensed User**) has read a Gartner Research document 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 Research document page. Please note, in order for Joan and Larry to access the Gartner Research document, 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 the Gartner Research document.

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

##### Acceptable Use

Frank (**Licensed User**) read an interesting Gartner Research document 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 Research document 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 Research), (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 Research, or any data or content relating to the Gartner Research.

##### Unacceptable Use

Dawn (**Licensed User**) is the only Licensed User in her department. She has the sole function of reviewing Gartner Research documents 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 Research document (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 Gartner Research documents, including a small excerpt from a Gartner report, 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 a Gartner Research document into her PowerPoint presentation. She is careful to properly attribute Gartner per 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 numerous Gartner Research documents 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 Gartner Research document 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 Research with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete number of documents internally within her company, she is able to share this research 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 Gartner Research documents that he would like to share with his team at their next project meeting. Each of the Gartner Research documents that Henry wishes to share contains a watermark with "This Research note is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 Gartner Research documents internally, he can disregard the watermark messaging and use the Gartner Research documents 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 Research Toolkit to conduct the assessment. This is acceptable use if the Research deliverable contains the following disclaimer: *"Unless otherwise marked for external use, the items in this [Name of Research 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 Research 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 in her role at her organization, which requires her both to research various topics and ensure she is aware of updates to the Gartner research content on gartner.com. Instead of applying a script or automated technology to track the research, 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 Research, or any data or content relating to the Gartner Research. Further, Gartner expressly prohibits its research 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 Research document(s) in their entirety to Sally. Each of the documents that Frank forwards to Sally contains a watermark with "This Research note 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 a Gartner Research document 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 a Gartner Research document and inserts full pages of the document 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 Research documents. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner Research documents, 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 Research), (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 Research, or any data or content relating to the Gartner Research, 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 Research for their personal business use. As a Licensed User, Sally can only excerpt from or summarize Gartner Research 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 Gartner Research needs 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 Gartner Research document 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 a Gartner Research document 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 a Gartner Research document on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner Research document(s) 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 Research), (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 Research, or any data or content relating to the Gartner Research. 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 Research documents on her laptop computer while en route. As a Licensed User, Dawn is allowed to download a PDF version of the Gartner Research document 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 Research document 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 research access to her department. Oftentimes she likes to forward Gartner Research documents to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of Gartner Research documents to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner Research documents 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 number of Gartner Research documents that he thinks he will need for future reference. All Gartner content including Gartner Research documents is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner Research 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 Research and will be expected to delete all remaining copies of Gartner Research documents 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](mailto:usageguidance@gartner.com).

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



# Gartner Usage Policy

## Research Documents - External Use (outside your company)

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

Gartner Research documents 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 Research 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 Research

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### What if I want to use Gartner Research 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 a Gartner Research document. 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 he is publishing for an IT conference. She is struggling with how much he 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 content from a Gartner Research document 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 the entire Gartner Research document outside my company?

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*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, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2023 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 3-NOVEMBER-2023*

### **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 Vendor Rating Gartner Research document 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 a Gartner Research document 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 a Gartner Research document. While Frank cannot share the full Gartner Research document via his group e-mail, he does have two choices; he may either (i) purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License, or (ii) select a few key sentences from the Gartner Research document 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

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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 Research
- 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

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### What if I want to use Inquiry...

#### Do all Gartner Services offer access to Gartner Inquiry?

##### Acceptable Use

After reading a Banking and Investment Services Gartner Research document, George (**Licensed User**) would like to speak with the Gartner Industry Research 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 Research 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 an Industry Research 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 Research 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 Research 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 Research 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 Research 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](mailto: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 a Gartner Research document for her upcoming vendor selection process. Dawn noticed that Gartner has not published any research 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 Research expert to determine how that vendor is faring in the marketplace. The Gartner Research expert may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner Research 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 an interesting Gartner Research document, but he is uncertain as to whether the advice provided in the Gartner Research document 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 Research document. The Gartner Research 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 Research 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 Research 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 Research. 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 a Gartner Research document 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 Research expert. He wants to ensure he captures everything the Gartner Research 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 Research expert about the latest Forecast: Enterprise Application Software Worldwide document and would like to ask some questions about the information in the document. Sally may ask Gartner to schedule an Inquiry Session with a relevant Gartner research expert since Market Analysis & Statistics content is entitled through the licensed Research 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 Research 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 research deliverables of PMM, which does not entitle Product Management role-based content. Inquiry call topics are limited to the licensed Research 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 Research deliverables of PMM. Inquiry call topics are limited to the licensed Research deliverables of the Service assigned to the Licensed User.

### How may I share Research 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 Research expert to provide a written response to her question. Dawn would like to share the Research expert's written response with her CIO. A Licensed User may excerpt from or summarize in their own words a Research 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 Research); (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 Research expert to provide a written response regarding the pros and cons of doing business with a particular vendor. Frank decides to

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

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

#### Acceptable Use

Frank (**Licensed User**) subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner Research 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 Research 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 Research 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 Research 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 Research 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 Research 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 Research 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 Research expert(s) to review and discuss 20 pages at a time. 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 George for the Research 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 Research 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 Research 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 Research 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 Research 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 Research 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

## Username & Passwords

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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

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### Why must my Username be my email address?

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*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, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2023 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 3-NOVEMBER-2023*

**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 Research 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 Research. 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 Research. 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.

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



## Exhibit C:

# Content Compliance Policy

(formerly the Copyright and Quote Policy)

## Introduction: Why a Content Compliance Policy

Gartner, Inc. delivers actionable, objective insight to executives and their teams. Our expert guidance and tools enable faster, smarter decisions and stronger performance on an organization's most critical priorities. To protect this objectivity, we have strict standards for how others may externally use our content/intellectual property.

Gartner's intellectual property ("IP" or "Gartner content") is subject to trademark and copyright protections, regardless of where and how it is referenced. **This policy (the "Policy") defines how you may use our content externally (outside of your organization).** The Policy also applies to any third party that writes and/or promotes content on your behalf, including your partner organizations. All decisions are at the sole discretion of Gartner Content Compliance, or its delegates, and are final. For the purposes of the Policy, Gartner content includes, but is not limited to, the Gartner name, our logos, graphics, badges, images, trademarks, copyrights, and references to Gartner published research material and experts (including analysts, advisors, and researchers), consultants, and executive partners.

Clients may quote Gartner content internally without approval from Gartner Content Compliance, as long as they comply with the [Gartner Usage Policy](#). Clearly label all such internal material as "For internal use only."

Gartner, Inc. reserves the right to change its policies or explanations of its policies at any time, without notice.

## Ready to Request Approval?

### Check your access

You must have legitimate access to the Gartner content you want to display or quote to receive approval. If you are a licensed client or are quoting from a licensed reprint, you have legitimate access to Gartner client-only research. Everyone has legitimate access to externally facing Gartner content (for example, Gartner press releases, Smarter With Gartner posts, and Gartner Peer Insights reviews and ratings).

### 01

#### Identify Gartner Content

such as a quote or reference from content published on gartner.com

### 02

#### Draft Material(s)

in an editable format that includes the Gartner content

### 03

#### Submit Online

[Ready to Request Approval?](#)

[01 Identify Gartner Content](#)

[02 Draft Material\(s\)](#)

[03 Submit Online](#)

[Submit Your Request](#)

[The Essentials](#)

[Addressing Misuse](#)

[FAQ](#)

## Content Compliance Policy (continued)

### Identify Gartner Content

#### Eligible content

Expert-opinion research:

Case Studies

Cool Vendors

Critical Capabilities

Gartner for  
Technical Professionals (GTP)  
research

Hype Cycle™

Magic Quadrant™

Market Guide

Market Share and Forecast

Peer & Practitioner Research

Supply Chain Top 25

TalentNeuron™

Testimonials

Thought Leadership

Vendor Rating

User-generated content:

Gartner Digital Markets

Gartner Peer Insights™

Other eligible content:

Gartner IDEAS Competitive  
Profiles

Gartner Glossary

Gartner Press Releases

Gartner Conference  
Presentations

Gartner Trademarks, Logos and  
Graphics

IT Key Metrics Data

Smarter With Gartner Posts

#### Ineligible content

Custom Client Engagements  
(consulting engagements)

Custom quotes

Gartner Cloud Decisions

Gartner expert weblogs

Toolkits

## Content Compliance Policy (continued)

### Eligible content

#### Expert-opinion research:

Expert-opinion research is written by Gartner Research & Advisory experts. For this research, use verbatim, industry-general quotes, and properly attribute the research to Gartner.

Be sure to include the expert-opinion **Objectivity Disclaimer** if you promote inclusion in the report:

Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

#### Don't use

- Content that is about specific companies.
- The research as an endorsement or a competitive weapon.

All claims of "validation", "testament", "evidence" (or other words with the same meaning) must appear as your company's opinion and not as a Gartner endorsement. [See examples](#).

- Any words or phrases that give the impression that you are "featured", "highlighted", "spotlighted" or imply any of these.
- Any text, references, or images to imply that inclusion is an award.

Look below for the type of report you want to quote. Follow the additional guidance for each.

#### Case Studies

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

#### Cool Vendors

- Use verbatim, industry-general quotes.
- You may promote your designation as a Gartner Cool Vendor in perpetuity.
- Properly attribute the research to Gartner.
- If stating inclusion in the report, include the Objectivity Disclaimer.
- Use the Gartner Cool Vendor badge, from the year you were recognized, in approved collateral.
- Don't reference stats from archived reports.
- If you are included in the "Where Are They Now?" section of a Cool Vendor report, you may not use the Gartner Cool Vendor badge from that report, or state that the mention designates you as a Cool Vendor again. Look below for the type of report you want to quote. Follow the additional guidance for each.

Use these [quick tips](#) to prepare your materials.

#### Critical Capabilities

- When promoting inclusion, you may use words such as:
  - Acknowledged
  - Evaluated
  - Identified
  - Named
  - Placed
  - Positioned
  - Ranked
  - Recognized
  - References to placement (1st, 2nd, 3rd, highest)
- You may promote retrospective inclusion. Example:
  - ABC Company was ranked 1st in the New Tech Use Case for 3 consecutive years in the Gartner Critical Capabilities for XXX.
- Include the full name of the Use Case where you were ranked.

## Content Compliance Policy (continued)

- Include the highest possible score for proper context (for example, 4.4 out of 5) for the Use Case you wish to highlight.
  - For the Additional Perspectives update report, also include the “as of date” for proper context.
- Don't reference your scores from the actual critical capabilities table graphics. They are only intended to provide supporting data for the Use Case graphics.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

### Gartner for Technical Professionals (GTP) research

#### Solution Comparisons

When promoting inclusion:

- You may reference your own overall score or individual scores.
  - Include the highest possible score for proper context.
- You may not use graphics from these report.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

#### Solution Scorecard

- If you reference your overall score, or your Required, Preferred, and Optional criteria scores, you must include the highest possible score for proper context.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

### Hype Cycle™

- When promoting inclusion, you may use words such as:
  - Acknowledged
  - Identified
  - Named
  - Placed
  - Positioned
  - Recognized

- You may promote retrospective inclusion. Examples:
  - ABC Company has been named a Sample Vendor for 3 consecutive years in the Gartner Hype Cycle for XXX.
  - We were recognized again as a Sample Vendor in the Gartner Hype Cycle for XXX.
  - A Sample Vendor in the Gartner Market Guide for XXX for the 3rd time in a row.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

### Magic Quadrant™

- When promoting inclusion, you may use words such as:
  - A Challenger/Leader/Niche Player/Visionary
  - Acknowledged
  - Evaluated
  - Furthest in vision (if true)
  - Furthest on Completeness of Vision axis (if true)
  - Highest in execution (if true)
  - Highest on Ability to Execute axis (if true)
  - Identified
  - Named
  - Placed
  - Positioned
  - Recognized
- You may promote retrospective inclusion, but it must be factually correct. Examples:
  - ABC Company has been named a Leader for 3 consecutive years in the Gartner Magic Quadrant for XXX.
  - We were recognized again as a Leader in the Gartner Magic Quadrant for XXX for the 9th time.
  - A Leader in the Gartner Magic Quadrant for XXX for the 3rd time in a row.

## Content Compliance Policy (continued)

- You may promote your placement on the X & Y axes.  
Examples:
  - ABC Company is highest in execution on the Gartner Magic Quadrant for XXX<sup>2</sup>
  - ABC Company is furthest in vision on the Gartner Magic Quadrant for XXX<sup>2</sup>
  - ABC Company's Ability to Execute and Completeness of Vision are the reasons why it was named a Leader in the Gartner Magic Quadrant for XXX.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.
- You may use the full "Magic Quadrant Description" to add context. Partial excerpting is prohibited.
- Avoid any words that imply inclusion is a stack ranking, such as #1, ranked, or scored.

### Market Guide

- You may use words such as named, placed, positioned, acknowledged, recognized, and identified when promoting inclusion.
- You may promote retrospective inclusion. Examples:
  - ABC Company has been named a Representative Vendor for 3 consecutive years in the Gartner Market Guide for XXX.
  - We were recognized again as a Representative Vendor in the Gartner Market Guide for XXX.
  - A Representative Vendor in the Gartner Market Guide for XXX for the 3rd time in a row.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

### Market Share and Forecast

#### Include:

- Region, time frame, what's being calculated, and market segment/sub-segment.
- This disclaimer if you create a graphic or chart from these reports:
  - Charts/graphics created by [company name] based on Gartner research. Source: Gartner, Inc., [title], [expert name(s)], [publication date].
- This disclaimer if you perform your own calculations
  - Calculations performed by [company name].
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

#### Avoid:

- 1:1 vendor comparisons (you may compare yourself to 2 or more of your competitors).
- Commingling Gartner Market Share and Forecast with content from any other source, including your own data points.

### Peer & Practitioner Research

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the **Objectivity Disclaimer**.

## Content Compliance Policy (continued)

### Supply Chain Top 25

- You may use words such as named, placed, positioned, acknowledged, recognized, ranked, highest, references to placement (1st, 2nd, 3rd), evaluated, and identified when promoting inclusion.
- You may promote retrospective inclusion.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

### TalentNeuron™

#### Include:

- Region, time frame, what's being calculated, and market segment/sub-segment.
- This disclaimer if you create a graphic or chart from these reports:
  - Charts/graphics created by [company name] based on Gartner research. Source: Gartner, Inc., [title], [expert name(s)], [publication date].
- This disclaimer if you perform your own calculations:
  - Calculations performed by [company name].
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

#### Avoid:

- 1:1 vendor comparisons.
- Commingling TalentNeuron data with content from any other source, including your own data points.

### Testimonials

If you are the subject of a Gartner testimonial, you may direct users to the official testimonials page on gartner.com. That content complies with Gartner's guidelines for producing testimonials. You may not create your own testimonial that promotes your client relationship with Gartner.

### Thought Leadership

- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

### Vendor Rating

- You may reference your Overall Rating or your Product/Service, Support/Account Management, Pricing Structure, Technology/Methodology, Strategy, Corporate Visibility ratings.
  - Include the highest possible score for proper context.
- Use verbatim, industry-general quotes.
- Properly attribute the research to Gartner.
- Only cite archived research if you are using the research to provide a historical snapshot in time. Otherwise, do not cite it.
- If stating inclusion in the report, include the [Objectivity Disclaimer](#).

### User-generated content

#### Gartner Digital Markets

Visit the Gartner Digital Markets Content Compliance Policy on Capterra, GetApp, and [Software Advice](#) for guidance on sharing Gartner Digital Markets content externally.

#### Gartner Peer Insights™

Visit the [Gartner Peer Insights Technology Provider Tools Portal](#) for guidance on sharing Gartner Peer Insights content externally.



## Content Compliance Policy (continued)

### Other eligible content

#### Gartner IDEAS Competitive Profiles

- The following are the ONLY ways you can externally share Gartner IDEAS Competitive Profiles Client & Prospect Reports: in Requests for Proposal (RFPs), Requests for Information (RFIs), Invitations for Bid (IFBs), and Invitations to Bid (ITBs). You do not need pre-approval to do so. No other external use is allowed.
- Client & Prospect Reports generated by Gartner IDEAS Competitive Profiles may not be altered in any way and must be used in their entirety.
- Don't commingle Gartner IDEAS Competitive Profiles data with any other source.

#### Gartner Glossary

References from the Gartner Glossary are permitted. Use the definition verbatim, and include an "as of" date that reflects when the definition appeared on gartner.com.

#### Gartner Press Releases

Gartner press releases are published by the Gartner Public Relations team. You may use these press releases as a source, but the press release must have been published within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the Gartner Press Release must be dated November 19, 2020 or more recently.

#### Gartner Conference Presentations

Gartner conference presentations are presentations delivered by Gartner experts at the company's many different global conferences. You may use these presentations as a source, but the presentation must have been delivered within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the presentation must be dated November 19, 2020 or more recently.

#### Gartner Trademarks, Logos and Graphic

You may only use a Gartner trademark or graphic after you've secured express, written permission from Gartner Content Compliance or its delegates. Please reference: [Proper use of Gartner Logos and Badges](#).

#### Trademarks

- Use the ® symbol on the first prominent use of the word "Gartner" and a ™ on the following trademarks:
  - Magic Quadrant
  - Hype Cycle
  - TalentNeuron
  - Peer Insights
    - Example: Company ABC is a Leader in the 20XX Gartner® Magic Quadrant™ for Digital Commerce. Read what Gartner experts have to say about us!
- Use the following trademark legal lines:
  - [Magic Quadrant, Hype Cycle, TalentNeuron, Peer Insights] is a registered trademark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved.

## Content Compliance Policy (continued)

### Logos

- Make all Gartner logos and badges secondary in position to your logo, and at least 10% smaller in size.
- Include the required clear space around Gartner logos and badges. Don't bundle them next to your or any other logos.
- Use the following required trademark legal lines when using these Gartner trademarks.
  - **Gartner Logo:** GARTNER is a registered trademark and service mark of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved.
  - **Gartner Cool Vendor badge:** The GARTNER COOL VENDOR badge is a trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications and does not advise technology users to select only those vendors with the highest ratings or other designation. Gartner research publications consist of the opinions of Gartner's Research & Advisory organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.
- Don't alter Gartner logos and badges in any way. This includes, but is not limited to, changes to font, color, size, and orientation.
- Don't use Gartner logos or badges in:
  - Email signature blocks (except when using templates provided by Gartner)
  - Securities offerings documents
  - Annual reports

### Graphics

Unless otherwise indicated, you must purchase a reprint if you would like to use any graphic that evaluates or otherwise lists organizations. If the Gartner content is ineligible for reprinting, then you may not use graphics from that content.

Reprinted graphics may only be used in:

- Homepage banners
- Registration web pages
- Social media (blogs, gifs, and graphics)
- PPT presentations
- Videos

Don't alter any element of the graphic. Elements that may not be changed include typeface, font, proportion, orientation, and color.

Don't use Gartner graphics in:

- Securities offerings documents
- Annual reports

### IT Key Metrics Data

Materials and/or data in Gartner published IT Key Metrics Data (ITKMD) reports may be accessed by any client with access rights. However, only licensed users of Professional Services and the Professional Services Knowledge Specialist product (collectively, "PS") may share with their clients or prospects (to a Limited Audience only) select results of ITKMD reports as long as they do not:

- Imply that the Gartner ITKMD methodology is one that the vendor follows itself in its own calculations;
- Benchmark customers' data against ITKMD data; commingle ITKMD data with any other data; or
- Use ITKMD for setting outsourcing contract pricing with vendors.

### Smarter With Gartner Posts

Smarter With Gartner posts are blog entries published by the Gartner Public Relations team. You may use these posts as a source, but the post must have been published within the past 12 months from your submission to Content Compliance for approval.

Example: If you submit a request on November 19, 2021, the post must be dated November 19, 2020 or more recently.

## **Content Compliance Policy** (continued)

### **Ineligible content**

#### **Custom Client Engagements (Consulting Engagements)**

You may not reference any custom Gartner client reports, surveys, or consulting deliverables.

However, you may share the report or deliverable with:

- An outside auditor or accountant
- Third parties who have signed appropriate confidentiality agreements with the client and with whom the client has engaged to review or implement suggestions, or to further research the content contained in the deliverables
- Governmental or regulatory bodies as required by law

Under no circumstances may custom client reports, surveys or consulting deliverables be shared with potential investors in connection with any securities offering or quoted in whole or in part in any securities offering documents, or annual, quarterly or any other reports to stockholders.

#### **Custom Quotes**

Gartner does not provide custom quotes. Only content that has been published on gartner.com may be excerpted; this means that informal comments made by experts in any forum (for example, on an inquiry) are ineligible sources.

#### **Gartner Cloud Decisions**

Materials and/or data in Gartner Cloud Decisions are for internal, noncommercial use only by licensed users. External use, including commingling with other content, is not permitted.

#### **Gartner Expert Weblogs**

Gartner expert weblogs do not reflect the official position of Gartner Research & Advisory and represent an expert's individual opinion. For that reason, they are not an eligible source.

#### **Toolkits**

Unless otherwise marked for external use, Gartner Toolkits are for internal, noncommercial use by the licensed Gartner client.

## Content Compliance Policy (continued)

### Draft Material(s)

#### Eligible material(s)

#### Academia (student thesis and higher education curricula)

Gartner both allows and encourages students and professors to quote from Gartner content. Learn [The Essentials](#) to familiarize yourself with what is allowed.

#### Conference/event materials

Use the below chart for a quick reference of which rules apply to each type of Conferences collateral.

#### Conference collateral

**R** Required    **P** Permitted    **NP** Not Permitted    **A** Applicable    **NA** Not Applicable

	Gartner Graphic (e.g. Magic Quadrant™)	Objective Disclaimer (if promoting inclusion)	Attribution	70/30 rule	Gartner Trademarks, badges, and logos	Company-specific reference from expert-opinion content	Market-general quote(s) from expert-opinion content	Gartner Peer Insights and Gartner Digital Markets customer reviews
Printed collateral (Booth signage, ads)	NP	R	R	A	P	NP	P	P
Digital collateral (Ads, presentations, websites, social media, emails campaigns)	P	R	R	A	P	NP	P	P
Press releases promoting attendance	NP	R	R	NA	P	NP	P	P
Room drop/Giveaways	NP	R	R	A	P	NP	P	P

#### Limited-audience documents

Limited-audience documents may not be accessed by, or distributed to, the general public. These documents are available only to a limited audience of the client's own subscribers, customers or prospects. Examples include:

- Requests for Proposals (RFPs), Requests for Information (RFIs), Requests for Quotes (RFQs), Invitations for Bid (IFBs), Invitations to Bid (ITBs)
- Equity and fixed income research reports and related marketing presentations of professional investment advisors
- Confidential investment banking pitch books used to market investment/financing opportunities (but not the offering documents themselves and not for mergers and acquisitions)
- Road show presentations for securities offerings (but not the offering documents themselves) as long as you have received prior approval for the Gartner references in the related registration statement, prospectus, private placement memorandum, confidential information memorandum or other offering document.

## Content Compliance Policy (continued)

You do not need to submit limited-audience documents for approval as long as you follow this Content Compliance Policy and add the below required disclaimer:

All statements in this report attributable to Gartner represent [Enter Client Name's] interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this [presentation/report]). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

### Marketing materials

Use the chart below to quickly understand which rules apply to each type of marketing collateral.

#### Marketing collateral

**R** Required    **P** Permitted    **NP** Not Permitted    **A** Applicable    **NA** Not Applicable

	Email	Press release	Blog	Social media post or graphic	Presentation	Banner	Video	Article/newsletter	Brochure/flyer/e-Book
Graphic	<b>P</b>	<b>NP</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>NP</b>
Objectivity disclaimer*	<b>R</b>	<b>R</b>	<b>R</b>	Link to a doc that includes it	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
Attribution	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
Title/subtitle begins with "Gartner"	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>P</b>	<b>P</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>
70/30 rule	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>
Official Gartner corporate boilerplate	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>
Gartner logo	<b>P</b>	<b>NP</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
Company specific reference from expert opinion content	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>

### Materials promoting expert speaking engagements

It must be clear that Gartner is being featured and is not co-hosting or co-sponsoring the product or event (for example, "An ABC Company newsletter, featuring Gartner Research" or "An ABC Company webcast, featuring Gartner Expert, John Doe").

## Content Compliance Policy (continued)

### Securities-related materials and earnings calls announcements/press releases

Please read this section carefully. Failure to secure written approval from Gartner Content Compliance before you file may result in an immediate quote ban of up to three months.

If you have **legitimate access**, you may use Gartner content in securities-related materials. Don't use Gartner graphics, logos or badges.

For each filing:

- Submit your draft text that includes the Gartner content. If your filing is confidential, submit the paragraph or section containing the Gartner content, and the sections or paragraphs that immediately precede and follow it. This will help us review the Gartner reference in proper context. You may redact sensitive information.
- Include all required disclaimers, in addition to the following required securities-related disclaimer:
  - The Gartner content described herein (the “Gartner Content”) represents research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. (“Gartner”), and is not a representation of fact. Gartner Content speaks as of its original publication date (and not as of the date of this [type of filing]), and the opinions expressed in the Gartner Content are subject to change without notice.
  - Attribute the Gartner content appropriately, and include all required disclaimers when applicable (for example, when stating inclusion in a Magic Quadrant report, include the Objectivity Disclaimer).
  - Have an authorized member of your company sign an Indemnification Agreement (IA) protecting Gartner. Exhibit A of this agreement will include the Gartner reference exactly as you used it in your filing. IMPORTANT: We will not grant consent without a signed IA. Here is a list of templates for each type of permitted filing:
    - **Annual, quarterly or other reports to security holders**
    - **Earnings call script and hypothetical Q&A's**
    - **Earnings press releases**
    - **President's and chairperson's letters**
    - **Form 10**
    - **Prospectuses**
    - **Private placement memoranda**
    - **S1, S2, S3**
    - **10K**
    - **10Q**
    - **20F**
    - **8K**

Watch this **instructional video** to help guide you on the do's and don'ts for using Gartner content in your earnings call script and Q&A. IMPORTANT: Failure to secure Gartner's pre-approval may result in measures that could include an immediate quote ban and reprints black-out of up to three months.

### Ineligible material(s)

#### Corporate boilerplates

Gartner content may not be used in your company's corporate boilerplate.

#### Litigation, takeovers, antitrust/competition filings

Note that S4s and similar documents are not listed as eligible content. This is because we don't allow Gartner content to be used in competition law matters, such as joint venture filings, acquisitions, or mergers. We also don't allow Gartner content to appear in litigation materials.

### Submit online

**Submit your request** to use Gartner content externally (outside of your organization).

For new requests, include:

- A pdf of the Gartner source or a link to the Gartner content on gartner.com
- Your draft material highlighting how you plan to use the Gartner content.

Submit this in an editable format so we can amend your collateral to make it comply with this Policy, if necessary. Formats accepted are Word, pdf, and Google doc.

# Content Compliance Policy (continued)

## The Essentials

### Use verbatim quotes

You must use verbatim quotes when excerpting from any Gartner content, including expert-opinion research and user-generated content reviews. We don't allow paraphrasing because it could alter the meaning of the published content.

### Use market-general quotes from expert-opinion research

You may use "market-general quotes" — quotes from expert-opinion research that applies to the market as a whole.

### Comply with 30/70 rule for expert-opinion content

If you use Gartner expert-opinion content in your collateral, make sure that it constitutes no more than 30% of the total collateral content. For example, if you use expert-opinion content in a 10-slide deck, the Gartner references must not appear on more than 3 slides. Read more [here](#).

### Delineate between Gartner and our competitors

You may display Gartner content alongside Gartner competitor content; however, you must clearly distinguish the Gartner content from other content. Do not compare Gartner methodologies with those of our competitors, or create a side-by-side comparison between Gartner graphics and those of our competitors. [Examples](#).

We do not allow promotion on websites of third-parties that compete with Gartner. [Why?](#)

### Include attribution

Always attribute Gartner content (quotes, excerpts, references, trademarks, and graphics) to Gartner, and only cite from eligible sources.

Make sure to:

- Identify "Gartner" or "Gartner, Inc." as the source; and
- Include the title of the Gartner content and the date it was published.

Below are examples that you may use or draw from, but as long as you include the required elements identified above, you may format them as you wish.

- **Gartner Reports:** Gartner, [Title of research document], [Author Name(s)], [Publication date]
- **Gartner Conference Presentations:** Gartner, [Name of Gartner Conference] Presentation, [Title of presentation], [Author name(s)], [Conference dates]
- **Gartner Press Releases:** Gartner Press Release, "[Title of Gartner press release]," [Date issued], [URL to press release on gartner.com]
- **Smarter With Gartner Posts:** Smarter With Gartner, "[Title of the Smarter With Gartner post]," [Date issued], [URL to post on gartner.com]
- **Gartner IT Glossary Terms:** Gartner IT Glossary, "[Glossary term]," [Date], [URL to term on gartner.com]

[Use verbatim quotes](#)

[Use market-general quotes from expert-opinion research](#)

[Comply with 30/70 rule for expert-opinion content](#)

[Delineate between Gartner and our competitors](#)

[Include attribution](#)

[Describe Gartner and Gartner Peer Insights™ appropriately](#)

[Avoid endorsement and criticism](#)

[Avoid company-specific quotes](#)

[Avoid informal expert quotes](#)

[Avoid commercialization/monetization of Gartner content](#)

[Don't use Gartner content in litigation/antitrust/competition law matters](#)

## Content Compliance Policy (continued)

### Describe Gartner and Gartner Peer Insights™ appropriately

Describe them this way:

#### Gartner

Gartner delivers actionable, objective insight to executives and their teams. Its expert guidance and tools enable faster, smarter decisions and stronger performance on an organization's mission-critical priorities.

#### Gartner Peer Insights™

Gartner Peer Insights is a public platform that offers verified, first-hand reviews of enterprise software and services from experienced IT professionals.

### Avoid endorsement and criticism

You may not use Gartner content in any manner that gives the impression of an endorsement or that criticizes another company. [Examples and scenarios.](#)

### Avoid company-specific quotes

You may not use expert-opinion quotes that are specific to a company, product or service.

### Avoid informal expert quotes

You may not quote from comments that Gartner experts made on social media, in response to client inquiries, or other interactions.

### Avoid commercialization/monetization of Gartner content

You may not use Gartner content in any manner that competes with a Gartner product or offering. You also may not resell, redistribute, or charge for access to Gartner content without the express written consent of Gartner.

### Don't use Gartner content in litigation/antitrust/competition law matters

We do not allow external use of Gartner IP in connection with 1) corporate takeovers; 2) federal, state, or international trademark application filings; 3) litigation or enforcement actions; or 4) antitrust or competition law matters (including but not limited to merger or joint venture filings).

However, to the extent you are compelled by court order or other legal obligation to produce Gartner IP, you must:

- If you already have a protective court order, identify for Gartner the documents that you believe must be produced and the justification for why you believe each document is responsive to a particular request, at least 45 days before you are required to produce the Gartner document(s);
- If you do not have a protective court order, provide Gartner at least 60 days' advance notice to move in the appropriate court for one; and
- In the event that you produce a Gartner document, designate it "Highly Confidential — Attorneys' Eyes Only," or, if that designation is not available, the most protective designation of confidentiality pursuant to a protective order that has been entered by the court or regulator in the applicable litigation or enforcement action.



## Content Compliance Policy (continued)

### Addressing Misuse

Gartner has strict standards that govern all use of our content. We protect ourselves against misuse and reserve the right to take appropriate steps to address any misuse. Gartner may also seek additional remedies available under contract, trademark, copyright, and other applicable law.

Our standard practice is to keep all interactions related to misuse confidential, unless we are compelled by legal obligation to disclose it. If the misuse is especially egregious, we may post about it on the Ombuds blog. We do not disclose the identities of the individuals or companies who bring misuse to our attention.

Gartner Content Compliance investigates each reported concern and takes appropriate actions we deem necessary to address misuse. Read the [Misuse Assessment Guide](#) to understand how Gartner classifies various forms of misuse. Content Compliance may also require the violating company to implement corrective actions, or may place the company on probation or a quote ban.

### Corrective Actions

Corrective actions Gartner may take when misuse has occurred include but are not limited to requiring the offending company to:

- Issue a company-wide email to all employees reminding them of their contractual obligation to follow the Gartner Content Compliance Policy
- Send a "correction" email to all recipients of a non-compliant email communication
- Schedule a compliance training module for all employees
- Take down or amend the non-compliant collateral (for example, a press release or a blog post).

### Quote Bans and Probation

Gartner reserves the right to issue "quote bans" for misuse of our content, which require the offending company to stop quoting Gartner material for a period of up to three months, among other punitive measures. Gartner may issue more than one quote ban on a company at the same time. Carefully review the [Misuse Assessment Guide](#) to understand how Gartner classifies misuse.

For misuse that does not rise to the level that would warrant a quote ban, Gartner may impose a quote "probation" of up to six months. IMPORTANT: Multiple probations may result in a quote ban.

If you suspect misuse, report it on the [online submission form](#).

## Content Compliance Policy (continued)

### FAQ

#### **Are there rules about quoting Gartner content inside my company?**

Yes, the Gartner Usage Policy applies.

#### **Are Gartner experts and sales reps authorized to approve my external-use request?**

No. Only a member of the Gartner Content Compliance team or its delegates (non-Content Compliance associates who are trained on this Policy) may approve external use requests.

#### **Why doesn't Gartner let me use a verbatim quote about my company from expert-opinion research?**

Company-specific quotes may appear endorsing when used outside of their original context and in provider materials. This could compromise Gartner's objectivity.

#### **Why won't Gartner allow me to include the Gartner logo, reference to Gartner expert-opinion research or a link to our licensed reprint in my email signature?**

This rule exists to delineate your brand from the Gartner brand. We consider everything under your closing salutation to represent your company's branding.

#### **Why do I need to purchase reprint distribution rights for some graphics and not others?**

Graphics that list, recognize, or evaluate providers must include the full report for the complete context and analysis so end users can make informed purchasing decisions.

#### **What is "Gartner Foundational" research?**

Gartner Foundational research consists of published documents that have been reviewed at the time they would normally be archived and deemed to remain relevant and timely (for example, it has not been superseded by more up-to-date research).

#### **Is this Policy offered in any other languages?**

Yes. This Policy is currently available in English, [Japanese](#) and [Chinese](#).

#### **I'd like to quote from a Gartner Peer Insights review. May I correct obvious typos?**

Yes, if you link back to the original review and indicate that it has been corrected (for example, using brackets to fix spacing errors or typos in acronyms). You may not make any changes that alter any substance of reviews.

#### **What is the proper way to refer to Gartner?**

See [Describe Gartner and Gartner Peer Insights appropriately](#) under [The Essentials](#).

## Content Compliance Policy (continued)

### FAQ

#### **I reported suspected misuse; will you update me on the outcome? Will you publicize or disclose that I brought it forward?**

Thank you for alerting us to the suspected misuse and helping Gartner maintain our objectivity. Our standard practice is to keep all interactions confidential, unless we are compelled by legal obligation to disclose it. Remember, just because we don't publicize the imposed penalties does not mean that Content Compliance did not investigate and take action that we felt was necessary to rectify the misuse. If the misuse is especially egregious, we may create a post about it for the Ombuds blog.

We do not disclose the identities of those who bring forward suspected misuse, unless we are compelled by legal obligation to disclose them. Gartner Content Compliance alerts individuals who bring forward suspected misuse when the issue has been addressed.

#### **What happens if I don't comply with the Policy?**

This depends on the severity of the misuse (see the [Misuse Assessment Guide](#)).

#### **Why do I have to comply if my competitors don't?**

They do, too! If you suspect misuse, please report it [online](#). We will investigate and take action that we feel is necessary to rectify the misuse.

#### **How do I report suspected misuse?**

Please use our [online submission form](#).

**EXHIBIT D:  
NATIVIDAD MEDICAL CENTER  
INSURANCE MODIFICATION JUSTIFICATION**

**Vendor/Contractor Name: Gartner, Inc.**

**Services Description: Subscription-based access to Information Technology research services**

**Business Automobile Liability Insurance Requirements**

Business Automobile Liability Insurance requirements are waived. CONTRACTOR shall be providing services completely remote.