

Gartner, Inc. Service Agreement for County of Monterey (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of **1590 Moffett St., Salinas CA 93905-3342** (“Client”), and includes the Master Client Agreement #7914 between Gartner and Ventura County California dated March, 2019 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

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

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

| <u>Service Name</u> | <u>Level of Access</u> | <u>Quantity</u> | <u>Name of User to be Licensed</u> | <u>Contract Term Start Date</u> | <u>Contract Term End Date</u> | <u>Annual Fee \$</u> | <u>Total Fee \$</u> |
|-------------------------|------------------------------|-----------------|--|---------------------------------|---|-------------------------|-------------------------|
| IT Leadership Team Plus | <u>Leader</u> | <u>1</u> | <u>Eric Chatham</u> | <u>May 1, 2019</u> | <u>April 30, 2020</u> | <u>\$32,700</u> | <u>\$32,700</u> |
| IT Leadership Team Plus | <u>Cross Function Member</u> | <u>3</u> | <u>Alex Zheng, Paresh Patel, Jack Austin</u> | <u>May 1, 2019</u> | <u>April 30, 2020</u> | <u>\$59,400</u> | <u>\$59,400</u> |
| Total Year 1 | | | | | | <u>\$92,100</u> | <u>\$92,100</u> |
| IT Leadership Team Plus | <u>Leader</u> | <u>1</u> | <u>Eric Chatham</u> | <u>May 1, 2020</u> | <u>April 30, 2021</u> | <u>\$33,845</u> | <u>\$33,845</u> |
| IT Leadership Team Plus | <u>Cross Function Member</u> | <u>3</u> | <u>Alex Zheng, Paresh Patel, Jack Austin</u> | <u>May 1, 2020</u> | <u>April 30, 2021</u> | <u>\$61,479</u> | <u>\$61,479</u> |
| Total Year 2 | | | | | | <u>\$95,324</u> | <u>\$95,324</u> |
| IT Leadership Team Plus | <u>Leader</u> | <u>1</u> | <u>Eric Chatham</u> | <u>May 1, 2021</u> | <u>April 30, 2022</u> | <u>\$35,030</u> | <u>\$35,030</u> |
| IT Leadership Team Plus | <u>Cross Function Member</u> | <u>3</u> | <u>Alex Zheng, Paresh Patel, Jack Austin</u> | <u>May 1, 2021</u> | <u>April 30, 2022</u> | <u>\$63,631</u> | <u>\$63,631</u> |
| Total Year 3 | | | | | | <u>\$98,661</u> | <u>\$98,661</u> |
| | | | | Total Services: | (Excluding applicable sales tax) | <u>\$286,085</u> | <u>\$286,085</u> |

Due to the multi-year term of this Service Agreement, Client expressly waives its right of termination for convenience.

2. SERVICE DESCRIPTIONS:

| <u>Service Name/ Level of Access</u> | <u>Service Description URL</u> |
|---|---|
| IT Leadership Team Plus/Leader | http://sd.gartner.com/sd_itl_team_plus_leader.pdf |
| IT Leadership Team Plus/Cross Function Member | http://sd.gartner.com/sd_itl_team_plus_cf_member.pdf |

3. PAYMENT TERMS

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

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

4. CLIENT BILLING INFORMATION

| | | |
|-------------------------------|--------------------------------|-----------------------------------|
| _____ | _____ | |
| <i>Purchase Order Number</i> | <i>Billing Address</i> | |
| _____ | _____ | _____ |
| <i>Invoice Recipient Name</i> | <i>Invoice Recipient Email</i> | <i>Invoice Recipient Tel. No.</i> |

5. AUTHORIZATION

| | |
|-----------------------------|-----------------------------|
| Client: | Gartner, Inc. |
| _____ | _____ |
| <i>Signature/Date</i> | <i>Signature/Date</i> |
| _____ | _____ |
| <i>Print Name and Title</i> | <i>Print Name and Title</i> |

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:
[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

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

Gartner for IT Leadership Team: Team Plus Leader (the “Service”) enables access to Gartner resources in a team environment. The Service provides access to Gartner Research and research advisors related to all IT roles.

DELIVERABLES

Gartner for IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designed by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader are set forth below.

- Gartner for IT Leaders Research (includes Core IT Research and Role-Specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Key Insight Document Share
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Peer Networking
- Individual Inquiry
- Team Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

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

Participation in inquiry calls is limited to the Licensed User(s) and the research advisors only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with a research advisor (“Individual Inquiry”), which may be scheduled independent of other Team Members; and (ii) inquiry sessions with a research advisor and the Leadership Team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

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

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

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

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

DELIVERABLES

Gartner for IT Leadership Team Plus is comprised of two sets of users: (i) the "Team Leader", and (ii) those "Team Members" designated by client and listed in the Service Agreement. Collectively, the Team Leader and his/her Team Member are "Licensed Users".

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

- Gartner for IT Leaders Research (includes Core IT Research and Role-Specific IT Research)
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Talking Technology Series
- Best practice and decision support content
- Webinars
- Peer Networking
- Team Inquiry

ADDITIONAL TERMS & CONDITIONS

Participation in inquiry calls is limited to the Licensed User(s) and the research advisor only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the research advisor on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.