RENEWAL AND AMENDMENT NO. 4 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND GARTNER, INC. FOR SUBSCRIPTION-BASED ACCESS TO INFORMATION TECHNOLOGY RESEARCH

This Renewal and Amendment No. 4 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Gartner, Inc. (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Gartner, Inc had previously entered into an Agreement for Services (hereinafter "Agreement") on April 1, 2016 to provide subscription-based access to Information Technology research services to NMC with a one year term and a total Agreement amount not to exceed \$86,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 1, 2017 via Amendment No. 1 to extend the term for an additional one(1) year period through March 31, 2018 and to add an additional \$88,900 for the added year subscription cost, thereby increasing the total Agreement amount to \$174,900; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 1, 2018 via Amendment No. 2 to extend the term for an additional one (1) year period through March 31, 2019 to allow for the subscription to continue at an annual cost of \$91,900 for a revised total Agreement amount of \$266,800 and with an updated Scope of Services attached hereto as "Exhibit A-3 as per Amendment No. 2"; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 1, 2019 via Amendment No. 3 to extend the term for an additional two (2) year period through March 31, 2021 to allow for the subscription to continue and to add an additional \$192,900 for a revised total Agreement amount of \$459,700 with an updated Scope of Services attached hereto as "Exhibit A-3 as per Amendment No. 3"; and

WHEREAS, the Agreement expired on March 31, 2021; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning April 1, 2021 and to extend the term for an additional three (3) year period through March 31, 2024 for a revised full Agreement term of April 1, 2016 through March 31, 2024 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-4 as per Renewal and Amendment No. 4" and to increase the amount payable by \$299,300 for a total Agreement amount of \$759,000.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement and in Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

- "PAYMENTS BY NMC" Section shall be amended to the following:
 "COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-4 as per Renewal and Amendment No. 4, subject to the limitations set forth in this Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$759,000."
- The first sentence of <u>Section 3.1 under</u> "TERM OF AGREEMENT" shall be amended to the following: "The term of this Agreement is from April 1, 2016 through March 31, 2024 unless sooner terminated pursuant to the terms of this Agreement."
- 3. <u>Section 4 titled</u>, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following: *"The following attached exhibits are incorporated herein by reference and constitute appart of this Agreement:*

Exhibit A: Scope of Services/ Payment Provisions/ Service Agreement Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment AVS. 1. Exhibit A-2: Gartner's Usage Policy as per Amendment No. 1 Exhibit A-3: revised Scope of Services/ Payment Provisions as per Amendment No. 2 Exhibit A-3: revised Scope of Services/ Payment Provisions as per Amendment No. 3 Exhibit A-4: revised Scope of Services/ Payment Provisions as per Amendment No. 4

- 4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.
- 5. This Renewal and Amendment is effective retroactively on April 1, 2021.

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IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

<u>COUNTY OF MONTEREY on behalf of</u> <u>NATIVIDAD MEDICAL CENTER</u>	CONTRACTOR
By: Gary R. Gray, DO, CEO	Gartner, Inc. CONTRACTOR's Business Name
Date:	By:
APPROVED AS TO LEGAL PROVISIONS	By: <u>AB9ADA932C6645C</u> (Signature of Chair, President, or Vice-President) Karoline Bonacci VP Contracts
By: Jacy County County County	Name and Title April 21, 2021 Date:
Date: 4/22/2021	Docusigned by: Ashley Beluch
APPROVED AS TO FISCAL PROVISIONS	By:
Jary Jibonsy By: Monterey County Chief Deputy Auditor-Controller	Ashley Beluch Senior Contracts Special Name and Title
Date:4-22-2021	April 21, 2021 Date:

***SIGNATURE 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. (2 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. (2 signatures required)

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement. (1 signature required)

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EXHIBIT A-4 REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS AS PER AMENDMENT NO. 4

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 are stated herein section 2 below and are incorporated by reference into this SA.

<u>Service Name</u>	Level of Access	<u>Quantity</u>	Name of User to be Licensed	<u>Contract</u> <u>Term Start</u> <u>Date</u>	<u>Contract</u> <u>Term End</u> <u>Date</u>	<u>Annual Fee</u> <u>USD</u>	<u>Total Fee</u> <u>USD</u>
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2021	31-MAR-2022		
Executive Programs Leadership Team	Essentials Member	1	Chad Harris	01-APR-2021	31-MAR-2022		
				Term Total	(Excluding applicable taxes)		\$95,600.00
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2022	31-MAR-2023		
Executive Programs Leadership Team	Essentials Member	1	Cbad Harris	01-APR-2022	31-MAR-2023		
				Term Total	(Excluding applicable taxes)		\$100,600.00
Executive Programs Leadership Team	Leader	1	Ari Entin	01-APR-2023	31-MAR-2024		
Executive Programs Leadership Team	Essentials Member	1	Chad Harris	01-APR-2023	31-MAR-2024		
				Term Total	(Excluding applicable taxes)		\$103,100.00

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Use of the Service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy attached hereto this Exhibit A-4 as per Amendment No. 4.

2. SERVICE DESCRIPTIONS: See following pages

Gartner. EXHIBIT A-4 REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS AS PER AMENDMENT NO. 4

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

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

DELIVERABLES

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

- 1. The Deliverables for the Leader are set forth below.
 - Assigned Service Delivery Team
 - Value Reviews
 - Team Workshop
 - Access to research advisors
 - Research Briefing
 - Gartner IT Symposium/Xpo[™] with Executive Programs VIP Access
 - Executive Programs Events
 - Peer Networking

- Leadership Development Research and related content
- Gartner for IT Leaders Research and related content
- Peer & Practitioner Research
- IT Key Metrics Data
- Executive Programs Research and related content
- Talking Technology Series
- 2. Additional information on the Deliverables listed above include the following:

(a) Assigned Service Delivery Team

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

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

The client service manager is an experienced professional who understands the client's context and priorities, helps the client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The 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.

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(c) Team Workshop

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

(d) Access to research advisors

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

Prioritized Scheduling – The 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 a Gartner research advisor, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

(e) Conference and Events

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

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

(f) Peer Networking

Peer Directory – Access to searchable directory of senior technology leaders and CEOs. **Online Forums** – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

Offline Meetups - Access to designated lounges at Gartner IT Symposium/Xpo.

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

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

(h) 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 research advisors.

(i) Peer & Practitioner Research – Includes peer benchmarks, best practices, case studies, tools, and templates.

(j) IT Key Metrics Data

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

(k) 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

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

Business Research and Related Content – Targeted to CIOs, CFOs, and other business executives. Note: For all Research Access (Letters (g) to (i) and (k), above) – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twentyfive) 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.

(1) **Talking Technology Series** – Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

ADDITIONAL USAGE INFORMATION

Depending on travel advisories and/or government orders, at Gartner's sole discretion, some meetings and events may be held virtually.

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 advisors and analysts. 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 <u>ombudsman@gartner.com</u>.

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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 the 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 his/her Team Members are "Licensed Users."

- 1. The Deliverables for the Essentials Team Member are set forth below.
 - Assigned client service manager
 - Team Workshop •
 - Access to research advisors •
 - Peer Networking ٠
 - Gartner for IT Leaders Research • and related content

 - Peer and Practitioner Research

- IT Key Metrics Data
- Executive Programs Research • and related content
- Leadership Development Research and related content
- Talking Technology Series
- 2. Additional information on the Deliverables listed above include the following:
 - (a) Assigned client service manager

A client service 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 the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The service professional facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

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

(c) Access to research advisors

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

(d) Peer Networking

Peer Directory - Access to searchable directory of senior technology leaders. Online Forums - Access to virtual discussions of common issues among peers on gartner.com.

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(e) 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 research advisors.

(f) **Peer and Practitioner Research** – Includes peer benchmarks, best practices, case studies, tools, and templates.

(g) IT Key Metrics Data

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

(h) Executive Programs Research and Related Content

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

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

(i) 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.
- (j) **Talking Technology Series** Research advisor commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

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 advisors and analysts. 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 <u>ombudsman@gartner.com</u>.

EXHIBIT A-4 REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS AS PER AMENDMENT NO. 4

Gartner Usage Policy

Updated 13 April 2018

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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 1 of 6

Welcome to Gartner!

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, 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 Executive 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 organization 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 client organization. Following receipt of such notice, client organization will have 30 days to correct the non-compliance. In the event client organization 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. 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 <u>usage.guidance@gartner.com</u>.

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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 2 of 6

Research Documents - Internal Use (within your company)

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 the organization, 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.
- 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 organization, (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; and
- c. It is not done with the intent or effect of avoiding the purchase of add tional User licenses.

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).

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 organization.
- You may not share Gartner Research with any third party groups either internal or external to your
 organization 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.

REMINDER: This is a baseline license that may vary depending on your purchased product. <u>Click here</u> for further guidance.

This Cartoner 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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 3 of 6

Research Documents - External Use (outside your company)

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 quote.requests@gartner.com and in compliance with the Gartner Copyright & Quote Policy.

Purchase a Reprint License for External Use, Click here for more information on Reprint Licenses.

REMINDER: This is a baseline license that may vary depending on your purchased product. <u>Click here</u> for further guidance.

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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 4 of 6

Inquiry

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

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

Key questions or decisions you are facing

Interpretation of Gartner Research

Document reviews of business-related documents (up to twenty (20) pages max including its attachments)

Contract reviews for technology purchases such as IT outsourcing contracts (up to twenty (20) pages max per contract including its attachments)

NOTE: 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

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased. For additional guidance on your service-specific entitlements, please consult your account representative.

REMINDER: This is a baseline license that may vary depending on your purchased product. <u>Click here</u> for further guidance.

This Gartner Usage Policy constitutes a baseline license that is generally applicable to Ucensed 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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 5 of 6

Usernames & Passwords

As a Licensed User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company.

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.

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 Executive for an appropriate solution.

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.

REMINDER: This is a baseline license that may vary depending on your purchased product. <u>Click here</u> for further guidance.

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. **2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 13-APRIL-2018** Page 6 of 6

We use cookies to deliver the best possible experience on our website. To learn more, visit our Privacy Policy (/en/about/policies/privacy). By continuing to use this site, or closing this box, you consent to our use of cookies.

EXHIBIT A-4 REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS AS PER AMENDMENT NO. 4

Copyright and Quote Policy

Gartner Copyright and Quote Policy

THIS DOCUMENT CONTAINS LINKS WHICH SHOW EXAMPLES AND BEST PRACTICES

Last Updated: August 26, 2020 (View Revision History)

Introduction

Gartner, Inc. is the definitive source of objective and independent technology thought leadership. To protect our reputation for objectivity and independence, we have strict standards for appropriate use of our intellectual property.

Gartner's intellectual property ("IP") 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 IP. 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 Quote Requests, or its delegates, and are final. For the purposes of the Policy, Gartner IP includes, but is not limited to, Gartner's name, logo, graphics, badges, images, trademarks, copyrights, and references to Gartner published research material and experts (including, analysts, advisors, and researchers).

How to submit a quote or usage request:

Email your request to quote.requests@gartner.com (mailto:quote.requests@gartner.com) or submit it online Corrections (https://matter.gartner.com/portals/apps/5e65b967602de3064c001214/atoms/new? init%5Brequester_email%5D=quote.request%40email.matter.gartner.com&init%5Brequester_nama/figueste+Request).

Be prepared to submit the following:

- The original Gartner published research source (include a link to the document or a PDF) or link to the original Gartner Peer Insights, Capterra, Software Advice, or GetApp link from which the quote is taken;
- Your draft materials (include a mock-up for webpages, booth designs and marketing slicks — no screenshots please) in which the Gartner reference(s) will appear; and,
- If your content comes from pivot tables or charts, include screenshot(s) of referenced or manipulated pivot tables or charts.

Policy Index

Overview (/en/about/policies/overview)

Anti-Bribery Policy (PDF) (https://emtemp.gcom.cloud/ngw/c bribery-policy.pdf)

Antitrust Policy (PDF) (https://emtemp.gcom.cloud/ngw/g policy-external.pdf)

Code of Conduct (/en/about/policies/codeof-conduct)

Conference Registration Terms and Conditions (/en/about/policies/conferenceregistration-terms)

Conflict of Interest (PDF) (https://emtemp.gcom.cloud/ngw/g of-interest.pdf)

Copyright & Quote Policy (/en/about/policies/copyright)

(/en/about/policies/current-

- Fraudulent Communications (PDF) (https://emtemp.gcom.cloud/ngw/g communicationswarning.pdf)
- Gartner's Supplier Code of Conduct (PDF) (https://emtemp.gcom.cloud/ngw/g

Turnaround time: Please allow up to two (2) business days for review. **Note:** Requests that require multiple rounds of review or expert involvement may take longer.

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1. Policy Essentials

- a. To receive approval, you must have legitimate access to the Gartner IP you are displaying or quoting. For the purposes of this Policy, you have legitimate access to Gartner IP if you are an entitled client or are quoting from a licensed reprint.
- b. Quotes, excerpts, references, and graphics must be attributed to:

Human Rights Policy (/en/about/policies/humanrights-policy)

Modern Slavery Act Statement (PDF) (https://emtemp.gcom.cloud/ngw/ç slavery-statement.pdf)

Payment Portal (/en/about/policies/paymentportal-terms)

Privacy (/en/about/policies/privacy)

Social Media Policy (/en/about/policies/gartnerpublic-web-participationpolicy)

System Requirements (/en/about/policies/systemrequirements)

Talent Network Privacy Notice (PDF) (https://emtemp.gcom.cloud/ngw/g

Terms of Use (/en/about/policies/termsof-use)

UK Tax Strategy (PDF) (https://emtemp.gcom.cloud/ngw/ç uk-tax-strategy.pdf)

Section 172 Statement for Gartner UK Limited (PDF) (https://emtemp.gcom.cloud/ngw/ç uk-limited-section-172statement.pdf)

Public Policy Advocacy and Political Contributions Policy (/en/about/policies/publicpolicy-advocacy-politicalcontributions-policy)

Gartner Usage Policy

Gartner Usage Policy Overview (/en/about/policies/usagepolicy)

Inquiry (/en/about/policies/analystinquiry)

1) research officially published on gartner.com that has not been archived,

2) a Gartner press release,

3) a Smarter With Gartner post,

- 4) a Gartner published book,
- 5) the Gartner IT Glossary, or6) a Gartner Summit or Symposia slide deck, or

7) published reviews on Gartner Peer Insights, Capterra, GetApp, or Software Advice.

- c. Quotes, excerpts, references, and graphics from "archived research" are prohibited. All quotes, excerpts, references, and graphics from: 1) a Gartner press release, 2) a Smarter With Gartner post, 3) a summit or symposium slide deck, or 4) a Gartner Peer Insights, Capterra, Software Advice, or GetApp review must be less than 12 months old.
- d. Quotes found in media or third-party sources are not allowed. Why? (https://www.gartner.com/imagesrv/about/policies/docs/Why_1c.pdf)
- e. All excerpts must be lifted verbatim, in their entirety, and appear accurately with all relevant context. Paraphrasing is not allowed.
- f. Company-, product-, or services-specific quotes found in expert-opinion research are strictly prohibited. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/why_1e-companyspecific-quotes.pdf)
- g. Gartner IP may not be used to endorse a vendor, product or service, or to criticize another company. Forbidden use includes reports in their entirety or quotes. Examples and Scenarios.

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/why-1f-endorsement-criticism.pdf)

- h. No custom expert quotes formal or informal are allowed. Only research that has been published on gartner.com may be excerpted; this means that informal comments made by experts in any forum (for example, on the Gartner Blog Network, in response to an inquiry, etc.) may not be quoted.
- i. External use of custom reports or consulting deliverables is prohibited except under very limited circumstances (see Section 3.1).
- j. No more than 10% of a published Gartner research document may be excerpted for use in any client document.
- k. If you are quoting expert-opinion research, no more than 30% of your document or promotional materials (including booth signage) may consist of Gartner published research or references (the "70/30 rule"). Why?
 (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/why_70-30rule.pdf)
- I. Industry-general graphics or tables from a Gartner published research document must be shown in their entirety with no changes.
- m. Vendor-specific graphics or tables that reflect product or service rating, ranking, recognition or positioning may be excerpted from Forecast and Market Share reports, as well as "branded" research (see Section 3.4). No other vendor-specific content may be excerpted.
- n. The Gartner logo and Gartner IP based on expert opinion may not appear in corporate boilerplate text and/or email signature stamps. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_1n.pdf)
- o. The official "About Gartner" boilerplate text on gartner.com may not be included in any external communications, press releases, marketing materials, or regulatory filings.
- p. The company names "Gartner," "Capterra," "Software Advice" and "GetApp" may not appear as the first word in the headline/subhead of your press release, newsletter, social media post or email subject line. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_1p.pdf)
- q. You may display Gartner content alongside Gartner competitor content, but in so doing, you must clearly distinguish the different research reports from each other. Further, comparing Gartner methodologies with those of our competitors, or creating a side-by-

docsex)

Research Documents Internal Use (/en/about/policies/researchdocs)

Usernames & Passwords (/en/about/policies/userpasswords)

Related Areas

Office of the Ombuds

Ombuds Website (/en/about/ombuds)

Ombuds Blog (https://blogs.gartner.com/ombuds

Analyst Relations

Analyst Relations info (/en/contact/analystrelations)

Investor Relations

Governance (https://investor.gartner.com/gover documents/)

Stock and SEC Information (http://investor.gartner.com/stockinformation)

Contact Gartner

General Contacts (/en/contact)

Become a Client (https://www.gartner.com/en/becor a-client)

side comparison between Gartner graphics and those of our competitors, is strictly prohibited. <u>Examples</u>

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/why_industryrecognition.pdf).

- r. We do not allow promotion on third-party websites deemed competitive to Gartner. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/third-partysyndication-one-sheet.pdf)
- s. All external promotion of data and content from Gartner acquisitions, including but not limited to Gartner Digital Markets and the entity formerly known as CEB, is considered Gartner IP and is subject to the Policy.
- t. You may not use Gartner IP in any manner that competes with an existing Gartner offering.

2. Rules for Usage and Quotes Based on Context

2.1 Limited Audience Documents

"Limited Audience" documents are not accessible by, or distributed to, the general public; they are available only to a limited audience of the client's own subscribers, customers or prospects. Provided you comply with the provisions of the Policy, including the limits set out in Sections 1, 3.3, 3.4a, 3.4b, 3.5, 3.8 and 3.9, you do not need approval to quote Gartner published research in "Limited Audience" documents. These documents include only:

- Documents or presentations tailored to a specific prospect or customer organization; 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 advisers;
- Confidential investment banking pitch books used to market investment/financing opportunities (but not the offering documents themselves);
- Road show presentations for securities offerings (but not the offering documents themselves), provided that you have already received approval to use the Gartner published research in the related registration statement, prospectus, private placement memorandum, confidential information memorandum or other offering document as set out in Section 2.4, and the approved Gartner content has not been altered in any way.
- Note: Client & Prospect Reports generated from cloud comparative data (Gartner IDEAS Competitive Profiles) may only be used in Requests for Proposal (RFPs), Requests for Information (RFIs), Invitations for Bid (IFBs), Invitations to Bid (ITBs) (See Section 3.8).

Note: "Limited Audience" documents do not include equity, debt of any other securities offering documents (except for as noted within).

You must include the following disclaimer when you reference Gartner intellectual property that does not include "Gartner IDEAS Competitive Profiles Client & Prospect Reports" or ITKMD data (See Section 3.5 for the proper ITKMD 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.

The Quote Requests Team is available to help verify quote accuracy and appropriateness. Contact us at quote.requests@gartner.com (mailto:quote.requests@gartner.com)

2.2 Litigation, Takeovers and Antitrust/Competition 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);
- 2. 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
- 3. 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.

2.3 Materials Promoting Reprints, Custom Newsletters, Webcasts and/or Events That Feature a Gartner Expert

In addition to Section 1:

- **Graphics**: To include the Gartner Magic Quadrant, Critical Capabilities, or other branded research graphics within your promotional materials, please review the relevant parameters under Section 3.4b.
- **Logos**: To include Gartner logos within your promotional materials, please review the relevant parameters under Section 2.9.
- **Recognition**: To include placement, scores, designation or other branded research recognition references within your promotional materials, please review the relevant parameters under Section 3.4a.
- It must be clear that Gartner is being featured and 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").
- Gartner content must be clearly differentiated from your marketing message.
- Gartner excerpts or references must be industry-general (that is, not about your company, products or services).

2.4 Securities-Related Materials

2.4a Securities Offerings and Reports to Stockholders

In addition to Section 1:

Except for Gartner's logos, badges, images and "branded graphics" (for example, Magic Quadrant graphics; see Section 3.4b) and subject to certain conditions listed below, Gartner's IP may be included in:

- registration statements, prospectuses and reports filed with, or furnished to, the Securities and Exchange Commission ("SEC"), stock exchanges or other analogous state or foreign securities agencies or authorities relating to the offering of equity, debt or other securities;
- ii. private placement offering memoranda and confidential information memoranda relating to the offering of equity, debt or other securities, or other transactions; and
- iii. other reports to security holders, including but not limited to, president's and chairman's letters, and annual and quarterly reports, whether or not filed.

The conditions are as follows:

i. All requested quotes or excerpts from Gartner published research must be approved by

DocuSign Envelope ID: F45921D2-8B59-4F67-A839-DB6216D13DE3 Gartner Quote Requests in writing;

- ii. The issuer of the securities or reporting person must execute (by an authorized signatory) Gartner's Quote Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/US_IPO_Quote_Indemnification_Template.docx). Consent to quote will not be provided without a signed Quote Indemnification Agreement.
 - The following is a list of the applicable Gartner Quote Indemnification Agreements:
 - Generic Annual/Quarterly Report to Stockholders (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/genericannual-quarterly-report-to-stockholders.docx)
 - International 20F Annual Report Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/international-20f-annual-report-indemnification-agreement.docx)
 - International Private Placement Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/internationalprivate-placement-idemnification-agreement.docx)
 - International Public Offering Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/internationalpublic-offering-idemnification-agreement.docx)
 - US 10K/10Q Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/us-10k-10qindemnification-agreement.docx)
 - US Private Placement Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/us-privateplacement-indemnification-agreement.docx)
 - US Public Offering Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/us-publicoffering-indemnification-agreement.docx)
 - US 8K Indemnification Agreement (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/us-8kidemnification-agreement.docx)
 - The Quote Indemnification Agreement is nonnegotiable.
 - Each use of a Gartner quote, excerpt, or reference must be included in "Exhibit A" of the Quote Indemnification Agreement, with full attribution given to the relevant Gartner IP, applicable date, and all required disclaimers.
 - Each use of a Gartner quote, excerpt or reference must be submitted within the immediate context (that is, the paragraph containing any Gartner references, as well as the paragraph before and after the Gartner paragraph); and
- iii. As stated above, Gartner logos, badges, and/or "branded graphics" (for example Magic Quadrant graphics; see <u>Section 3.4b</u>) may not be included in securities offerings or other documents; and
- iv. The following disclaimer must be included in the securities offering or other documents:

The Gartner content described herein (the "Gartner Content") represent(s) research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and are not representations 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.

2.4b Earnings Calls and Announcements/Press Releases

In addition to Section 1:

Gartner's logos, badges, images and "branded graphics" (for example, Magic Quadrant graphics; see Section 3.4b) may not be included in earnings announcements, press releases, or supplemental documentation. However, references to Gartner's IP may be

DocuSign Envelope ID: F45921D2-8B59-4F67-A839-DB6216D13DE3 included, provided all of the below are met:

- i. Such references are preapproved by Gartner in writing;
- ii. Such references are submitted to Gartner within the immediate context (that is, the paragraph containing any Gartner references, as well as the paragraph before and after the paragraph containing the Gartner references); and
- iii. Attribution and all required disclaimers are included.

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 (see Section 6.4)

2.5 Digital Media

In addition to Section 1:

If you want to reference Gartner IP on a corporate digital media channel (for example, Facebook, LinkedIn, Twitter), you must obtain Gartner approval in advance. If you want to reference Gartner IP on a personal digital media channel (for example, using a personal Facebook, LinkedIn, Twitter, Instagram, Pinterest profile), you do not need permission; however, the provisions of this Policy still apply. We differentiate between "corporate" and "personal" channels because corporate channels represent a company's overall point of view, while a personal channel represents an individual's personal opinion. That said, Gartner reserves the right to pursue any gross misrepresentation of Gartner IP, even in personal digital media channels.

Corporate Digital Media Channels: Submit drafts posts for review and approval before posting. Subsequent responses do not require Gartner approval, but must follow the Policy.

Personal Digital Media Channels: While you do not need to submit postings to Gartner for review and approval, they must follow the Policy.

Click here

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Social_Media_Examples_v3.pdf) for examples.

2.6 Booth/Event Signage

In addition to Section 1:

If you want to reference or incorporate Gartner IP in booth event signage, you must obtain Gartner approval before the signage is printed. The following rules apply:

- You must submit the complete draft booth layout design with the Gartner IP included.
- No more than 30% of your overall signage messaging may consist of Gartner IP based on expert opinion (that is, research written by Gartner Research and Advisory.
 - Gartner IP based on customer reviews, aka "User-generated content," is not part of the 70/30 rule. Why?

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/2-6-why-slide.pdf)

- You must include attribution and the appropriate disclaimer when applicable (for example, when stating Magic Quadrant positioning). Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_2-6_3rd_bullet.pdf)
- Gartner's logos and badges must be secondary in position to your logo and at least 10% smaller in size. This means your logo or other trademarks must be the primary image in your signage (relative to both size and positioning). See Proper Use of Gartner's Logos and Badges

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/proper-use-of-gartner-trademarks.pdf). Why?

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_2-6_4th_bullet.pdf)

 You may not place Gartner's logos and badges next to, or bundled with, your logo or any other logos. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_2-

6_5th_bullet.pdf)

- You may not include Magic Quadrant graphics or any other graphics that rate, rank, score or list vendor recognition in your signage.
- If you have licensing rights to a report, you may include a <u>QR Code</u> (<u>http://www.gartner.com/it-glossary/quick-response-qr-codes</u>) on your signage that provides attendees access to the full report.
- You may not include vendor-specific graphics from firms that compete with Gartner. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_2-6_7th_bullet.pdf)
- You may display Gartner content alongside Gartner competitor content, but in so doing, you must clearly distinguish (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/booth-layoutcompetitor-references.pdf) the different research reports from each other.

2.7 Video

In addition to Section 1:

If you want to reference Gartner IP or record a voice-over Gartner reference without any visuals in a video you are producing, you must obtain Gartner approval **preproduction**.

- You must submit thumbnails and/or a draft script of the complete video with the intended Gartner content for contextual review.
- Per Section 1, no more than 30% of your video messaging may consist of Gartner references or quotes.
- You must include full attribution and the appropriate legal disclaimers when applicable (for example, when stating Magic Quadrant positioning).

2.8 Quotes for Multiple Use in Proposals and Presentations

In addition to Section 1:

To use the same Gartner content in multiple presentations or proposals, please use the <u>Approved Quote Sheet Template</u>

(http://www.gartner.com/imagesrv/about/policies/docs/approved_quote_sheet_template.doc), which lets you submit once and use the content multiple times in these collaterals only. In your submission, you must EITHER include the slide that will immediately precede the slide with the Gartner content, as well as the slide that will immediately follow, OR submit a template proposal or presentation (that is, a proposal or presentation that is used repeatedly and where the order of the slides does not change).

2.9 Intellectual Property - Trademarks

Gartner's logos, badges, and images may only be displayed after securing express, written permission from Gartner.

2.9a Proper Usage

- a. Except when receiving something that Gartner has specifically classified as an "award," Gartner's logos, badges, and images may not be used to imply an award.
- b. Your logo must be the primary image (in both size and positioning) in your promotional materials and at least 10% larger in size than Gartner's logos, badges, and images. <u>Why?</u> (<u>http://www.gartner.com/imagesrv/about/policies/docs/Why 2-6_4th_bullet.pdf</u>)
- c. Gartner's logos, badges, and images may not be placed next to, or bundled with, your logo or any other logos.
- d. You may not alter any element of Gartner's logos, badges, and images (elements that may not be changed include typeface and font, proportion, orientation and color).

- e. Gartner's logos, badges, and images may not appear in:
 - Your press release;
 - Email signature blocks (except when using the approved Gartner Peer Insights, Gartner Conferences, or Gartner Digital Markets widgets);
 - Securities offering documents; or
 - Annual reports. Why? (https://www.gartner.com/en/about/policies/copyright)
 - f. Only the Gartner Cool Vendor badge, Gartner Peer Insights Customers' Choice badge, Capterra "Best of" badge, Capterra "Top 20" badge, GetApp Category Leaders badge, and FrontRunners badge may be displayed in perpetuity.
 - To use the Gartner Cool Vendor badge, you must include:
 - Full report attribution; and
 - Proper disclaimer as listed in Section 2.9b.
 - To use any other Gartner badge, you must include:
 - The full report attribution;
 - Proper legal disclaimer as listed in Section 2.9b; and
 - A link to your official landing page.

Please reference: Proper Use of Gartner's Logos and Badges. (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/proper-use-of-gartner-trademarks.pdf)

2.9b Additional Guidance (if applicable) and Required Disclaimers

Except in digital media with character limitations (for example, Twitter), the disclaimers listed below MUST appear with any/all content reference(s) (when there is a true character limitation, you may forgo the disclaimer, provided that you link to something that hosts the full disclaimer, such as a blog post or a landing page):

i. Gartner logo

You may include the Gartner logo when promoting a Gartner Custom Newsletter, a Gartner Webcast or an expert speaking engagement (see Section 2.3 (https://www.gartner.com/en/about/policies/copyright#materials)). To promote content you licensed from Gartner, you may only use the logo and brand that appears on the content (for example, licensed reprints).

Required disclaimer: 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.

ii. Gartner Cool Vendor badge

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iii. Gartner Peer Insights logo

The Gartner Peer Insights logo may be displayed in your email signature stamps only when you include the approved widget provided by Gartner Peer Insights.

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v. Gartner Peer Insights Customers' Choice badge

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vi. Capterra logo

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viii. Capterra "Best of" badge

Required disclaimer: The CAPTERRA "BEST OF" badge is a trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. The Capterra "Best of" badges constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Capterra or its affiliates.

ix. Capterra "Top 20" badge

Required disclaimer: The CAPTERRA TOP 20 badge is a service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. The Capterra Top 20 report the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Capterra or its affiliates.

x. GetApp Category Leaders badge

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methodology; they neither represent the views of, nor constitute an endorsement by, GetApp or its affiliates.

xi. Software Advice logo

Required disclaimer: SOFTWARE ADVICE is a registered service mark of Gartner, Inc. and/or its affiliates, and is used herein with permission. All rights reserved.

xii. FrontRunners logo

Required disclaimer: The FRONTRUNNERS logo is a registered trademark and service mark of Gartner, Inc. and/or its affiliates and is used herein with permission. All rights reserved. FrontRunners constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Software Advice or its affiliates.

3. Rules for Usage and Quotes Based on Content Type

3.1 Custom Client Engagements and Consulting Deliverables

Gartner does not allow any custom client reports, surveys, or consulting deliverables to be shared externally, except under the following limited circumstances. A client may share the report or deliverables with:

- i. its outside auditors and/or accountants,
- ii. 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; or
- iii. 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.

3.2 Gartner Weblogs

Comments or opinions expressed on Gartner weblogs may be copied and redistributed:

- · on other weblogs for noncommercial company use;
- · for personal and private use; and
- by members of the media.

No other use is permitted. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_3-2.pdf)

3.3 Forecasts and Market Shares

In addition to Section 1:

- You may only use data from the most recently published Gartner Forecast or Market Share reports.
- Vendor data comparisons must include at least three vendors (that is, no one-to-one vendor comparisons are allowed).
- You may not commingle Gartner Forecast and Market Share data with content from any other source.
- To ensure complete context, you must include all ranking descriptors in your statement:

- relevant region;
- relevant time frame;
- basis for ranking, and
- relevant market segment/sub-segment (note: all market segment and sub-segment terminology used must match the terminology used by Gartner in the published Forecast and Market Share research report). See examples (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Examples_3-3_4th_bullet_4th_subbullet.pdf).
- To compare your company's current market share results with data from a "Market Share Analysis" report from the previous year, you must first confirm that you are working with the latest published data. To be sure you have the latest data, check the pivot table from the corresponding "Annual Software Market Share" database report. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_3-3_5th_bullet.pdf)
- When using data from preliminary research documents, state this clearly in the ranking statement.
- You may excerpt up to three tables or charts from any specific Forecast and Market Share research report in your document. You may also incorporate up to three excerpted tables or charts from multiple Forecast and Market Share research reports in your document, provided the total Gartner data does not exceed 30% of your total content.
- When including your own chart or graphic based on Gartner published Forecast or Market Share research, include the following disclaimer along with the attribution:
 - Charts/graphics created by [Company name] based on Gartner research. Source: Gartner, Inc., [title], [expert name(s)], [publication date].
- When providing your own data points alongside Gartner's (understanding your data may not be commingled with that of Gartner's), include the following attribution:
 "Calculations performed by [company name]."

3.4 Gartner "Expert-Opinion Branded Research": Cool Vendors, Critical Capabilities, Hype Cycle, Magic Quadrant, Market Guide and Vendor Rating

Click here

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Examples_of_Language_by_Report_Type_v5.pdf) for examples and here

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/qr-branded-researcheditorial-style-slides.pdf) for editorial guidelines when positioning branded research. Use the templates below to help in the preparation of your press release.

Press Release templates:	Press Release examples:
 Cool Vendors (https://emtemp.gcom.cloud/ngw/globala vendor-press-release-template.doc) 	 Cool Vendors ssets/ent/pbd/en/about/documents/cool- vendor-example.pdf)
 Critical Capabilities (https://emtemp.gcom.cloud/ngw/globala capabilities-press-release-template.doc) 	 Critical Capabilities ssets/en/pbd/en/obecoments/critical- capabilities-example.pdf)
 Hype Cycle (https://emtemp.gcom.cloud/ngw/globala cycle-press-release-template-final.doc) 	 Hype Cycle ssets/en/pbd/en/decomeous/hylped/ngw/globalassets/en/about/documents/hype- cycle-example.pdf)
 Magic Quadrant (https://emtemp.gcom.cloud/ngw/globala quadrant-press-release-template.doc) 	 Magic Quadrant ssets/magic-quadrant-example.pdf)
 Market Guide (https://emtemp.gcom.cloud/ngw/globala guide-press-release-template.doc) 	 Market Guide ssets/en/pbd/en/decopnexts/notablet/ngw/globalassets/en/about/documents/market- guide-example.pdf)

Vendor Rating

 Vendor Rating
 Vendor Rating
 (https://emtemp.gcom.cloud/ngw/globalassets/(ent/pls://emtemp.gcom.cloud/ngw/globalassets/(ent/pls://emtemp.gcom.cloud/ngw/globalassets/(ent/pls://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/vendor-rating-press-release-template.doc)
 rating-example.pdf)

3.4a Excerpting From Gartner-Branded Research

In addition to Section 1:

 Any references from these documents to vendor designation, recognition, rating or placement MUST include the following disclaimer, prominently displayed within your promotional materials:

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.

For Magic Quadrant and Market Guide research:

- Magic Quadrant graphics may be included on homepage banners to promote licensed reprints, as long as they comply with the following:
 - The graphic must appear in full, without any alterations;
 - The graphic may only appear within a banner (that is, not dominate the homepage see examples

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/See-examples-3-4a-MQ-v3.pdf)); and

- The banner must link directly to (a) the full Magic Quadrant licensed reprint report, (b) a registration landing page, or to a press release that leads to either (a) or (b).
- Magic Quadrant placement and Market Guide inclusion is not a "stack ranking" or "rating."
- When stating Magic Quadrant positioning, you may say: named, placed, positioned, acknowledged, recognized, evaluated, identified.
- You may not state your company is: featured, highlighted or showcased, or imply any of these.
- All claims of "validation" "testament" "accolade" "evidence" (or other words with the same meaning) must appear as your company's opinion and not reflective of a Gartner endorsement. See examples (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Examples_3-

4a_5th_bullet.pdf).
You may use retrospective and/or comparative wording. See examples (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Examples_3-

4a_6th_bullet.pdf).
When excerpting from "Magic Quadrant Descriptions," you must lift the full description to ensure context. No partial excerpting is permitted.

Click here

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/MQ_MG_examples_v4.pdf) for helpful hints to expedite approvals.

For Critical Capabilities research:

- Critical Capabilities graphics may be included on homepage banners to promote licensed reprints, as long as they comply with the following:
 - The graphic must appear in full, without any alterations;
 - The graphic may only appear within a banner (that is, not dominate the homepage -

see examples

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/See-examples-3-4a-CC-v3.pdf)); and

- The banner must link directly to (a) the full Critical Capabilities licensed reprint report, (b) a registration landing page, or to a press release that leads to either (a) or (b).
- To reference specific use case(s) from a Critical Capabilities report, clearly name the specific use case(s).
- To reference your Product or Service Score for a specific use case, you must also include the highest possible score to ensure proper context (for example, 4.4 out of 5).
- To reference your Product or Service Score from the updated use cases listed in the Additional Perspectives update report, you must also include the highest possible score (for example, 4.4 out of 5), and an "as of date," to ensure proper context.
- You may not perform your own calculations using data from Critical Capabilities reports. That is, you must only list your Product or Service Score for a specific use case.
- Product or Service "Ratings" on Critical Capabilities ("Table" data) may not be quoted or cited.
- Only "Figure" graphics may be excerpted from these reports (provided licensing rights are secured); "Table" graphics are not allowed. What is the difference between them, and why?

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Critical_Capabilities_TablesvsFigures_v2.pdf)

Click here (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Critical-Capabilities-Examples-v4.pdf) for helpful hints to expedite approvals.

For Gartner Cool Vendor research:

- If you want to use the Gartner Cool Vendor badge (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/cool-vendor-onesheet-guidelines.pdf), please refer to the parameters set forth in Section 2.9a and 2.9bii.
- The Gartner Cool Vendor designation may not be referred to as an award.
- You may quote from Gartner Cool Vendor documents until the report is archived. After this time, you may no longer quote text from the report, but you may continue to indicate that you were designated as a Cool Vendor in perpetuity. For this, you must include proper attribution and disclaimers.
- If you are included in the "Where Are They Now?" section of a Cool Vendor report, this does not entitle you to use the Cool Vendor badge from the most recent report or to state that the mention again designates you as a Cool Vendor.

Click here (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/coolvendor-external-use-onesheet.pdf) for helpful hints to expedite approvals.

3.4b Displaying Graphics From Gartner-Branded Research

In addition to Section 1:

- External distribution of DRAFT graphics provided during Research Fact Review is strictly prohibited. Any external use of draft graphics is considered an egregious violation and may result in an immediate quote and reprints ban of up to three months (see Section 6.4).
- Graphics may be displayed in specific approved contexts: homepage banners or registration webpages, blogs, e-newsletters, other social media, videos, and presentations — provided:
 - The graphic is displayed exactly as the original. Edits, changes or enhancements are strictly prohibited and may result in an immediate quote and reprints ban of up to three months (see Section 6.4). Abstract representations of branded graphics in marketing materials are also prohibited. Why?

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_3-4_2nd_bullet_2nd_subbullet.pdf)

- You purchase reprint distribution rights: You may only promote these graphics
 EXTERNALLY AFTER you receive the reprint deliverable from your Reprints Marketing
 Program Manager, not before. These graphics require the full report to ensure proper context. This is a stipulation for approval.
- The following disclaimer paragraphs MUST appear with the graphic:

This graphic was published by Gartner, Inc. as part of a larger research document and should be evaluated in the context of the entire document. The Gartner document is available upon request from [insert client name or reprint URL].

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.

- You may not use "customized" graphics from interactive Magic Quadrant or Critical Capabilities reports externally.
- You may use specific "use case" graphics from Critical Capabilities, provided you clearly label each and include a text reference to the total number of use cases in the document for proper context.
- You may not position Gartner published research graphics, such as Gartner Magic Quadrants, in marketing and promotional materials next to research graphics from other research organizations.. Why? (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/why_3-4b_5th_bullet.pdf)

Example Slides:

- Gartner Cool Vendor (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Cool_Vendor_Slide_v2.pdf)
- Gartner Critical Capabilities
 (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Critical_Capabilities_Slide_v2.pdf)
- Gartner Hype Cycle (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Hype Cycle_Slide_v2.pdf)
- Gartner Magic Quadrant (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Magic_Quadrant_Slide_v2.pdf)
- Gartner Market Guide (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Market_Guide_Slide_v2.pdf)
- Gartner Vendor Rating
 (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Vendor_Rating_Slide_v2.pdf)

3.5 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—see Section 2.1) 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.

3.6 Toolkits

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

3.7 Gartner Peer Insights and Gartner Digital Markets

This section covers the sites, honest reviews, ratings and any content derived from Gartner Peer Insights and Gartner Digital Markets, which includes Capterra, GetApp, and Software Advice.

3.7a Excerpting From Gartner Peer Insights

Excerpting from this research

 You must submit your promotional content to Gartner Quote Requests for approval to reference Gartner Peer Insights Customers' Choice designations in any promotional materials.

Note: Use the Gartner Peer Insights Tech Provider Tool templates (https://blogs.gartner.com/reviews-pages/tpt-resources-home/gartner-peer-insightscustomers-choice/) for faster turnaround time. All promos must comply with the Gartner Peer Insights Customers' Choice external use guidelines (https://www.gartner.com/reviews-pages/customers-choice-vendor-guidelines/? ga=2.262925765.852321671.1513604721-630846414.1512680246).

• You may use data (honest reviews and ratings) from Gartner Peer Insights in social media, press releases, and PPT presentations.

- All use must comply with Sections 1, 2.5, 2.9, and 3.7 of this Policy.

- You must follow the reprint process (Sections 3.7b and 6.3) for any reference to promote graphics from Gartner Peer Insights Voice of the Customer reports.
- You may quote or excerpt individual review comments about your company or its products.
- You may not quote or excerpt individual review comments made about any other provider or its products.
- You may not use ratings or reviews to criticize a competitor.
- You may not perform your own calculations to be used in promotional materials using data from Gartner Peer Insights.

Guidelines for Promoting Honest Reviews and Ratings From Gartner Peer Insights

Vendor data comparisons must include:

1) companies listed in the same market on Gartner Peer Insights;

2) at least three vendors — your company plus at least two other companies; and3) the "as of date."

The Overall Rating of the companies you compare yourself with must be within five positions of your Overall Rating. For example, if your product has the 15th highest Overall Rating or number of reviews, you could compare yourself against the 10th highest, but not the ninth. One-to-one vendor comparisons are not allowed. Here are three examples that would be approved:

- "[Your Company] has more reviews than Vendor A and Vendor B combined in Solid-State Arrays as of 10 Aug. 2018! https://www.gartner.com/reviews/market/solid-statearrays (https://www.gartner.com/reviews/market/solid-state-arrays)"
- "[Your Company] has the most reviews of all vendors in the Data Integration Tools Market as of 10 Aug. 2018. See for yourself: https://www.gartner.com/reviews/market/data-integration-tools (https://www.gartner.com/reviews/market/data-integration-tools)"
- "Check Gartner Peer Insights and see why [Your Company] has more than twice the number of reviews of any other vendor in the Web Application Firewalls market as of 10 Aug. 2018! https://www.gartner.com/reviews/market/web-application-firewalls (https://www.gartner.com/reviews/market/web-application-firewalls)"
- When excerpting from an individual Gartner Peer Insights review:
 - All excerpted reviews must be less than 12 months old;

- Partial excerpts (for example, review snippets) must link back to the full review to show the full context in which the snippet appears;
- ~ In traditional print media, the excerpt must be accompanied by a URL or QR code link to the entire review;
- In digital media, the excerpt must be accompanied by a link to the entire review on Gartner Peers Insights; and
- You may correct obvious typos (such as spacing errors, typos in acronyms with the following disclaimer): "*Reviews have been edited to account for errors and readability.*" But you may not amend the review in any manner that changes its meaning.
- To quote average ratings of a product across all reviews (either the Overall Rating or Sub-Category Rating, such as the Evaluation & Contracting rating on Gartner Peer Insights):
 - You must include the "as of date" and number of reviews on which the rating is based. For example:
 - "As of 23 Oct. 2015, [Your Company] has an Overall Rating of 4.7 out of 5 in the Advanced Analytics Platforms market, based on 53 reviews." or
 - "As of 23 Oct. 2015 [Your Company] has an Evaluation & Contracting rating of 4.6 out of 5 in the Advanced Analytics Platforms market, based on 223 reviews."
- When displaying the Overall Rating or Sub-Category Rating on Gartner Peer Insights
 using the existing five-star model and/or a histogram of the rating distribution, you must
 include the "as of date."
- You may not quote or display your company's current Product Adoption Review Coverage (PARC) score or the median score for the market in which you are listed.

All references to Gartner Peer Insights ratings or review excerpts must include a link to the corresponding public landing page. (Note: registration is required to see the details of individual reviews on Gartner Peer Insights.)

• For digital media with character limitations (for example, Twitter), you do not need to include a disclaimer, provided that you link to something that hosts the full disclaimer (such as a blog post, a press release, or a landing page). For any other digital media, the following disclaimers MUST appear with any content reference(s):

- Gartner Peer Insights

Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Gartner or its affiliates.

- Gartner Peer Insights Customers' Choice

Gartner Peer Insights Customers' Choice constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Gartner or its affiliates.

iii. Excerpting From Gartner Digital Markets

- You must submit your promotional content to Gartner Quote Requests for approval to use data from, or badges and logos promoting, Gartner Digital Markets on booth signage. All other promotional materials do not require approval from Gartner Quote Requests but must follow this Policy.
- All use of Reviews Insights must comply with the Reviews Insights Guidelines (https://www.capterra.com/vp/login). For any proposed use that falls outside the Reviews Insights Guidelines, please submit a request to Gartner Quote Requests for approval.
- You may use data (honest reviews and ratings) from Gartner Digital Markets in social media, press releases, and PPT presentations.
 - All use must comply with Sections 1, 2.5, 2.9, and 3.7 of this Policy.
- You must follow the reprint process (Sections 3.7b and 6.3) for any reference to reprint eligible Gartner Digital Markets intellectual property

- You may quote or excerpt individual review comments about your company or its products.
- You may not quote or excerpt review comments made about any other provider.
- You may not use ratings or reviews to criticize a competitor.
- You may not perform your own calculations to be used in promotional materials using data from Gartner Digital Markets.
- See the following specific external use guidelines not specifically included in this Policy:
 - Software Advice FrontRunners (https://www.saimgs.com/upload/other_pages/FRQ-External-Usage-2018.pdf)
 - Capterra "Best of" badges (https://landingpages.capterra.com/capterra-about-best-of-badge-2nd-release/)
 - Capterra Top 20 (https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/t20-capterrausage-guidelines.pdf)
 - GetApp Category Leaders (https://resourceshub.wpengine.com/resources/wpcontent/uploads/CL-External-Usage-2018.pdf)

iv. Guidelines for Promoting Reviews and Ratings From Gartner Digital Markets

- All references to Gartner Digital Markets ratings or review excerpts on booth signage must include a link to the corresponding public landing page on the relevant Gartner Digital Markets site.
- For digital media with character limitations (for example, Twitter), you do not need to include a disclaimer, provided that you link to something that hosts the full disclaimer (such as a blog post, a press release, or a landing page). For any other digital media, the following disclaimers MUST appear with any content reference(s):

- Capterra

Capterra reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Capterra or its affiliates.

- Capterra "Best of" Badges

The Capterra "Best of" badges constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Capterra or its affiliates.

- Capterra Top 20

The Capterra Top 20 report constitutes the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Capterra or its affiliates.

- GetApp

GetApp reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of GetApp or its affiliates.

- GetApp Category Leaders

GetApp Category Leaders constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, GetApp or its affiliates.

- Software Advice

Software Advice reviews constitute the subjective opinions of individual end users based on their own experiences and do not represent the views of Software Advice or its affiliates.

- Software Advice FrontRunners

FrontRunners constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Software Advice or its affiliates.

v. Guidelines for Using Data From Gartner Digital Markets Buyer Discovery

• The following guidelines apply to all users of Gartner's Digital Markets Buyer Discovery product, including its data extracts and website module (you must use the latest version

of the Buyer Discovery application) and are included in the document itself:

- You may:
 - Analyze firmographic and intent details of identified companies to inform prospect segmentation for marketing and sales activities.
 - Retarget identified companies through social media/advertising campaigns.
 - Use provided intent details to tailor marketing and sales outreach to a given company.
 - Identify current customer companies that are reaching competitors and actioning this data to prevent possible customer attrition.
 - Analyze identified companies and intent histories to inform marketing and sales strategies and tactics.
- You may not:
 - Sell or share Buyer Discovery data with any party.
 - Alter or modify the data in any way.
 - Use the Buyer Discovery output to criticize a competitor or another company
 - Take screenshots of the Buyer Discovery data extracts or the Buyer Discovery website and module and share externally. For example, you may not share screenshots of buyer discovery data on social media or in a sales presentation or utilize screensharing to share data with users outside of your organization.
 - Cite Gartner, its affiliates (Capterra, GetApp, Software Advice), or any Gartner brand (for example, Gartner Digital Markets) when leveraging Buyer Discovery data.

3.7b. Displaying Graphics From Gartner Peer Insights and Gartner Digital Markets

In addition to Section 3.7a:

i. Gartner Peer Insights Voice of the Customer:

Graphics from Gartner Peer Insights Voice of the Customer may only be displayed in homepage banners or registration webpages, blogs, social media, and presentations, provided:

- You comply with the provisions of the Policy.
- The graphic is displayed exactly as the original. Edits, changes or enhancement are strictly prohibited and may result in an immediate quote and reprints ban of up to three months (see Section 6.4). Abstract representations of branded graphics in marketing materials are not allowed. Why?

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Why_3-4_2nd_bullet_2nd_subbullet.pdf)

- You purchase reprint distribution rights: These graphics require access to the full report to ensure the viewer has proper context. You may only promote these graphics EXTERNALLY **AFTER** receiving the reprint deliverable from your Reprints Program Manager, not before. This is a stipulation for approval.
- The following disclaimer paragraphs MUST appear with the graphic: This graphic was published by Gartner, Inc. as part of a larger research document and should be evaluated in the context of the entire document. The Gartner document is available upon request from [insert client name or reprint URL]. Gartner Peer Insights reviews constitute the subjective opinions of individual end users based on their own experiences, and do not represent the views of Gartner or its affiliates.

ii. Software Advice FrontRunners

Graphics from Software Advice FrontRunners may only be displayed in homepage banners or registration webpages, blogs, social media, and presentations, provided:

- You comply with the provisions of the Policy.
- The graphic is displayed exactly as the original. Edits, changes or enhancement are strictly prohibited and may result in an immediate quote and reprints ban of up to three months (see Section 6.4). Additionally, abstract representations of branded graphics in marketing materials are not allowed.

 The following disclaimer paragraph MUST appear with the graphic: FrontRunners constitute the subjective opinions of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, Software Advice or its affiliates.

iii. Gartner Digital Markets Reviews Insights Competitive Comparison Charts

- You may use graphics from Gartner Digital Markets Reviews Insights Competitive Comparison charts, provided:
- You comply with the provisions of the Policy and the <u>Reviews Insights</u> (<u>https://www.capterra.com/vp/login</u>) Competitive Comparisons External Use Guidelines.
- You do not alter or modify the charts. The collateral asset must be displayed in its entirety, without any alterations.
- Collateral may be displayed externally for no more than six months from the date of creation.
- Reports generated by embedding Competitive Comparisons html code may not be altered in any way, must be displayed in their entirety, and must include the following disclaimer:

Reviews Insights Competitive Comparison data constitutes the subjective opinion of individual end-user reviews, ratings, and data applied against a documented methodology; they neither represent the views of, nor constitute an endorsement by, [Capterra, etc.] or its affiliates.

• When providing your own data points alongside Gartner's Reviews Insights data (understanding your data cannot be commingled with Gartner's), include the following attribution:

"Calculations performed by [Company name]."

3.8 Gartner IDEAS Competitive Profiles

In addition to Sections 1 and 2.1:

You must have legitimate access to Gartner's competitive landscape database (Gartner IDEAS Competitive Profiles). You do not need approval to use 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). No other external use is allowed. In addition:

- Client & Prospect Reports generated by Gartner IDEAS Competitive Profiles may not be altered in any way and must be used in their entirety.
- You may not commingle Gartner IDEAS Competitive Profiles data with content from any other source.
- Reprint licensing rights are not available for IDEAS content.

3.9 Gartner Cloud Decisions

In addition to Sections 1 and 2.1:

You must have legitimate access to use the Gartner Cloud Decisions database. Materials and/or data in Gartner Cloud Decisions are for internal, noncommercial use only by licensed users. In addition:

- External use is not permitted.
- You may not commingle Gartner Cloud Decisions data with any other source.
- Reprint licensing rights are not available for this content type.
- You may not alter or customize this data, content representations, visualizations or graphics under any circumstances.
- You may not use this data, content representations, visualizations or graphics as a weapon against your competitors.
- You may not create derivative works from this data. This includes derivative graphics or

4. External Sharing of Research Documents

Licensed Users of Gartner are entitled to use Gartner IP in accordance with their scope of service. Clients who wish to share authorized Gartner IP outside of their entitlements must either:

- 1. Purchase a Reprint License_for external use of eligible research documents; or
- 2. Purchase entitlements to that offering.

5. Internal Usage

Clients may quote Gartner IP internally without approval from Gartner Quote Requests, as long as you comply with the Gartner Usage Policy (/en/about/policies/usage-policy). Clearly mark all internal material containing Gartner excerpts "For internal use only." If you want to distribute an entire piece of research, see Section 6.3.

6. Notes

Gartner, Inc. reserves the right to change its policies or explanations of its policies at any time, without notice. The Policy in its most current form is available on gartner.com (http://www.gartner.com) under the Office of the Ombuds link (/en/about/ombuds/ombuds-guide).

6.1 Attribution

We are Gartner. Gartner Group is not our company name. In February 2000, Gartner officially dropped the word "Group" from its corporate name, and became Gartner, Inc. The only proper ways to reference Gartner when providing attribution are "Gartner, Inc." or "Gartner."

Attribution Formats

For Gartner Research Documents: Gartner, [Title of research document], [Author Name(s)], [Publication date].

For Gartner Conference Presentations: Gartner, [Name of Gartner Conference] Presentation, [Title of presentation], [Author name(s)], [Conference date(s)].

For Gartner Press Releases: Gartner Press Release, "[Title of Gartner press release]," [Date issued]. [URL to press release on gartner.com].

For Smarter With Gartner Posts Smarter With Gartner, "[Title of the Smarter with Gartner post]," [Date issued]. [URL to post on gartner.com].

For Gartner IT Glossary Terms: Gartner IT Glossary, "[Glossary term]," [Date]. [URL to term on gartner.com].

6.2 Basics of Copyright Law

Copyrights protect original works of authorship. The types of works covered by copyright vary widely, from literary works, such as books, poems, technical manuals, or software code, to audiovisual works, musical works or works of fine art. Only the copyright owner of a work, or someone who has the copyright owner's permission, may (1) make copies of the

work; (2) create adaptations ("derivative works") based on the work; (3) distribute copies of the work; (4) perform the work publicly; or (5) display the work publicly. These are referred to as the "exclusive rights" of a copyright owner.

Copyright protection attaches to a newly created work as soon as it is "fixed in a tangible medium of expression." For example, spoken words alone, such as a speech delivered extemporaneously that is not written down, would not be protected by copyright because it is not "fixed in a tangible medium." Works do not have to be registered with the U.S. Copyright Office, and do not have to display a copyright notice, in order to enjoy copyright protection.

The United States and most of the industrialized world are parties to the Berne Copyright Convention, which means that each member country will respect and enforce the copyrights that originate in other member states.

Virtually all of Gartner's published research is protected by copyright, whether in printed or electronic form.

6.3 Relicensed Content

Print or Web Reprints

Gartner sells reprints of most of its published research. Use of reprints is subject to Gartner's Reprint Service Description terms and conditions. Gartner must approve the marketing or promotional verbiage that advertises the availability of reprints, which is subject to the parameters outlined in the Policy. To purchase reprints, please contact the Reprints Team (mailto:reprints.reprints@gartner.com).

Note: Company-, product-, or services-specific research reports, or research reports that provide a one-to-one analysis of two companies are not eligible for external licensing by competing technology providers (that is, you may not use this research as a "weapon" against a competitor).

Multimedia Products

Quoting of Gartner published research via any Multimedia product must clearly indicate that the contents include or feature "Gartner." All promotional materials and packaging must reflect this emphasis. Gartner must preapprove the marketing or promotional verbiage related to these products. The Gartner logo may not appear next to a vendor logo (see Proper Use of Gartner's Logos and Badges

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/proper-use-of-gartner-trademarks.pdf)).

Gartner Custom Newsletter Programs

The Gartner-provided newsletter designs reflect the principles stated above for Multimedia Products.

6.4 Violations

Should you fail to comply with the Policy, Gartner reserves the right to take appropriate steps to address violations. These could include, but are not limited to:

- An immediate quote and reprints ban of up to three months may be imposed in the event that:
 - You have shared text, graphics or made **ANY** reference to **DRAFT** Gartner research externally, or with anyone in your organization outside of the small group of fact review participants.
 - You use Gartner published research or references in an earnings call without preapproval by Gartner Quote Requests.
- A companywide email distributed to all associates as a reminder of their contractual obligation to follow Gartner Policy.
- A "correction" email issued to external recipients of a noncompliant email

communication; this correction must be shared with Gartner.

- Blog post on the Ombuds blog (https://blogs.gartner.com/ombudsman/) exposing the violation.
- Termination of permission to allow Gartner experts to be listed as press contacts.
- Gartner may seek additional remedies available under contract, trademark, copyright, and other applicable law

Click here

(https://emtemp.gcom.cloud/ngw/globalassets/en/about/documents/Violation_Assessment_Guide_09282015.pdf) to view what factors Gartner considers when assessing violations.

6.5 Frequently Asked Questions

- Are Gartner experts and sales reps authorized to approve my external-use request? No. Only a member of the Gartner Quote Requests team may approve external use requests via quote.requests@gartner.com (mailto:quote.requests@gartner.com).
- Why doesn't Gartner allow company-specific quotes to be used? Company-specific quotes may appear endorsing when used outside their original context and in vendor materials and compromises Gartner's integrity and objectivity.
- 3. Why can't I include the Gartner logo, reference to Gartner published research or a link to our licensed reprint in my email signature?

The reason for this parameter is to disassociate Gartner's branding from vendors' branding, which is represented by email signature stamps. We consider everything under the closing salutation of your email to represent your company's branding. We encourage you to promote a licensed reprint or research recognition, but not through your corporate email signature stamp.

4. Why doesn't Gartner pre-approve quotes for vendors to use in promotional materials before the research is published on gartner.com?

Research positions can change dramatically when research is in draft form. Until they are published, research positions are never final; therefore, allowing external use of draft content could result in inaccurate and conflicting findings.

5. I have an urgent external-use request. Can you turn around my request in less than two business days?

As time permits, we honor these requests. We endeavor to approve all quote requests as quickly as possible, but we ask that you incorporate two business days in your planning.

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

Vendors typically use Critical Capabilities, Hype Cycle, Magic Quadrant, Market Guide and Vendor Rating research for marketing purposes, and we want to ensure the entire document is available as background information to the graphic so that the full context of the analysis is available to the audience.

7. What is "Gartner Foundational" research, and why do you allow quotes from it beyond 12 months?

Gartner Foundational research consists of documents published on gartner.com that are over 12 months old and not marked "Archived." Gartner still considers this research relevant and accurate (for example, it has not been superseded by more up-to-date research).

8. If I can't find any research published in the past 12 months or otherwise marked as "Gartner Foundational," can I quote from more dated research?

No. Quotes, excerpts, references, and graphics must be attributed to 1) research officially published on gartner.com that has not been archived, 2) a Gartner press release, 3) a Smarter with Gartner post, 4) a Gartner published book, 5) the Gartner IT Glossary, or 6) a Gartner Summit or Symposia slide deck, provided that the source data within each either has not been archived or is labeled "Gartner Foundational". Quotes, excerpts, references, and graphics from "archived research" are prohibited. All quotes, excerpts, references, and graphics from a Gartner press release, a Smarter with Gartner post, or a Summit or Symposia slide deck must be less than 12 months old.

9. Is this Policy offered in any other languages?

Yes. This Policy is translated into Japanese. Click here (https://emtemp.gcom.cloud/ngw/globalassets/ja/about/documents/copyright_and_quote_policy.pdf) to view this version.

10. I'd like to quote from a customer review. May I correct obvious typos?

Yes, if you link back to the original and indicate that it has been corrected, such as with brackets. Examples include spacing errors, typos in acronyms. However, you may not change the intent of the review.

7. Who to Contact

Quote Requests, Approval and Questions

Americas and EMEA

e-mail: quote.requests@gartner.com (mailto:quote.requests@gartner.com) phone: +1 203 316 6178

AsiaPac and Japan

e-mail: apquote.requests@gartner.com (mailto:apquote.requests@gartner.com) phone: 81 3 6430 1900

Reprint Requests

All Regions e-mail: reprints.reprints@gartner.com (mailto:reprints.reprints@gartner.com)

¹Contact <u>quote.reguests@gartner.com (mailto:quote.reguests@gartner.com)</u> for other versions based on Filing or Report type.

Revision History

August 26, 2020

- Updated the Why slides in Sections 1.f, g, k, and q
- Updated the Indemnification Agreements in Section 2.4a
- Updated the title of Section 3.4 to specify that the research is based on expert opinion
- Updated the Cool Vendors One sheet in Section 3.4a

July 15, 2020

• Clarified the language in Section 2.9 regarding appropriate use of the Gartner logo

March 4, 2020

- Streamlined references to the Copyright and Quote Policy to "the Policy" and compliance review "preapproval" to "approval" throughout the Policy.
- Replaced Gartner "event" with "conference" throughout the Policy.
- Added Section 1, items "s, t"
- Updated the guidance in various sub-sections in Section 1.
- Added a new Why? slide to Section 1q to provide additional insight.
- Expanded Section 1 to include parameters surrounding use of Gartner content in any manner that competes with an existing Gartner offering.
- · Reorganized text in Section 2.1 on road show presentations for clarity.
- Updated the Quote Indemnification Agreement templates and disclaimer in Section 2.4.
- Added example slide to Section 2.6 to describe permissible use of Gartner content alongside Gartner competitor content.
- Updated Section 2.7 to reflect revised list reference for Section 1k.

- Clarified the language in Section 2.9 regarding Gartner's logos, badges, and images.
- Updated the Proper Use of Gartner's Logos and Badges pdf in Sections 2.9 and 6.3.
- Updated the press release templates and examples and added editorial style guidelines in Section 3.4a.
- Clarified the Critical Capabilities guidance to make clear individual calculations using data from that research is prohibited in Section 3.4a.
- Updated Section 3.5
- Updated and restructured Section 3.7
- Added Section 3.9 for Gartner Cloud Decisions.
- Clarified text in two Q&As regarding email signatures and editing customer reviews for typos.

September 19, 2019

Added the ability to submit quote requests via a web-based form.

November 26, 2018

- Replaced "analyst" with "expert" throughout the policy.
- Updated the guidance in Sections 1b, 1f, 1g, and 1i-s.
- Clarified text in Section 2.2 regarding what is not permitted.
- Updated Section 2.6 to include usage parameters for monitors fixed to booth signage and on the 70/30 rule. Included a new Why? slide to provide additional insight.
- Updated Section 2.8 to require the slides that immediately precede and follow the slide containing Gartner IP. Multiple use of the same quotes in press releases are not approved because just approving the quote, without the surrounding text, does not provide the full context of how you will use the quote.
- Expanded Section 2.9 to include usage parameters for Gartner's trademarks.
- Clarified Section 3.5 that external use of ITKMD data may be considered on a case-bycase basis for end-user clients only.
- Expanded Section 3.7 to include external usage parameters for Gartner Digital Markets and added Section 3.7b to include external usage parameters for graphics from Gartner Peer Insights' Voice of the Customer, Software Advice, FrontRunners.
- Expanded Section 6.3 to clarify that reports providing a one-to-one comparison of providers are not eligible for external reprint distribution rights.
- Added two new Q&As to the FAQ to highlight the Japanese version of this policy and a question related to correcting typos in reviews.

February 28, 2018

- Clarified text in Section 2.2 regarding what is not permitted
- Corrected usage parameters in Section 3.7 for Gartner Peer Insights usage

December 21, 2017

- Added Section 1, item "s" regarding the acquisition of CEB, Inc
- Clarifying text throughout the document that only Gartner Quote Requests is empowered to grant final approval for external use of our intellectual property
- Clarifying text to Section 2.6 regarding the different Gartner logos
- Clarifying text in Section 3.4a regarding rules surrounding Gartner Cool Vendor research

August 29, 2016

- A new Section 2.4b "Earnings Announcements/Press Releases"
- Two new bullets in Section 3.4b prohibiting external use of draft MQ provided during Fact Review and limiting external use of published MQ graphic in promotions until the reprint is delivered

- A new Section 3.8 "Gartner IDEAS Competitive Profiles"
- Clarified Section 1, item "n" regarding the use of "Gartner" in press release titles
- Clarifying text to Sections 2.3 and 3.4a regarding what is and is not allowed
- Links in Section 2.4 to Gartner Indemnification Agreements

By Industry

Education

utilities)

services)

public-sector)

Manufacturing

Healthcare

providers)

Energy & Utilities

Financial Services

(/en/industries/education)

(/en/industries/energy-

(/en/industries/financial-

Government & Public Sector

(/en/industries/government-

(/en/industries/healthcare-

(/en/industries/manufacturing)

Retail (/en/industries/retail)

(/en/industries/high-tech)

High Tech & Telecom

· Corrected usage parameters in Section 3.5 for IT Key Metrics Data content



About (/en/about) Careers (https://jobs.gartner.com/) Contact (/en/contact/general-contacts) Gartner Glossary (/en/glossary) Newsroom (/en/newsroom) Smarter With Gartner (https://www.gartner.com/smarterwithgartner/)



Solutions

By Function

support)

Audit & Risk (/en/audit-risk)

Customer Service & Support (/en/customer-service-

Finance (/en/finance)

Human Resources (/en/human-resources)

Information Technology (/en/information-technology)

Innovation & Strategy (/en/innovation-strategy)

Legal & Compliance (/en/legal-compliance)

Marketing & Communications (/en/marketing)

Product (/en/productmanagement)

Sales (/en/sales)

Supply Chain (/en/supplychain)

POLICIES (/EN/ABOUT/POLICIES/OVERVIEW) PRIVACY POLICY (/EN/ABOUT/POLICIES/PRIVACY) TERMS OF USE (/EN/ABOUT/POLICIES/TERMS-OF-USE) INVESTOR RELATIONS (HTTPS://INVESTOR.GARTNER.COM/) OMBUDS (/EN/ABOUT/OMBUDSMAN)

Insights

Featured Insights

Benchmarking (/en/insights/benchmarking)

Cost Optimization (/en/insights/costoptimization)

Gartner Business Quarterly (/en/insights/gartnerbusiness-quarterly)

Strategic Planning (/en/insights/strategicplanning)

Top Insights (/en/insights/top-insights)

What We Do

Research & Advisory (/en/products)

Conferences (https://www.gartner.com/en/conferences/calendar)

Resource Centers

(/en/insights/coronavirus)

resources/insights/diversity-

Reset Your Business Strategy

&type=Function&tag=Cross-

(/en/insights/reset-your-

Diversity, Equity and

equity-inclusion)

Amid COVID-19

Enterprise)

business-strategy?

Inclusion (/en/human-

COVID-19

Consulting (/en/consulting)

Digital Markets (/en/digital-markets)

Peer Insights (https://www.gartner.com/reviews/home)

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