

## Terms and Conditions for Research Services:

- A. The Supplier's subscription-based research and related services (the "Services") are provided for a fixed contract term and invoiced annually in advance. In the event that the Buyer terminates the Call-Off Contract for convenience in accordance with clause 18.1 of the Call-Off Contract Terms and Conditions, the Buyer shall be liable to pay for the full contracted term until the Expiry Date.
- B. In the event of an extension of the Call-Off Contract, the Charges for an extended term beyond the initial expiry date will be in accordance with the Supplier's G-Cloud fees applicable and available on the Platform at the time of the extension.
- C. The Supplier owns and retains all rights to the Services not expressly granted to the Buyer. Only the individuals named in Schedule 1 of the Call-Off Contract (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The Buyer agrees to review and comply with the Usage Policy for Gartner Services ("*Gartner Usage Policy*"), which is accessible to all Licensed Users via the "Policies" section of gartner.com. Amongst other things, the Gartner Usage Policy describes how the Buyer may substitute Licensed Users, excerpt from and/or share the Supplier's research documents within the Buyer organisation, and quote or excerpt from the Services externally.
- D. The Supplier is in the business of researching and analysing information technology to provide its clients with industry best practices through its Services and the Supplier may use Aggregate Data compiled from its interactions with the Licensed User(s) in its provision of similar Services to other clients. "Aggregate Data" is defined as information that may be based on or derived from Confidential Information, but that does not identify the Buyer, its personnel or any third party working with the Buyer or other source of that information.
- E. For the purposes of any Call-Off Contract, the Yearly liability caps under clause 24.1 of the Call-Off Contract Terms and Conditions shall be limited to 125% of the Charges paid or payable under the relevant Call-Off Contract for that year. Each party's liability for breach of the other party's Intellectual Property Rights shall be unlimited.
- F. The Services are provided on an "as is" basis, and the Supplier expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. The Buyer recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. The Supplier shall not be liable for any actions or decisions that the Buyer may take based on the Services or any information or data contained therein. The Buyer understands that it assumes the entire risk with respect to the use of the Services.
- G. The Supplier and the Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, the parties are Independent Data Controllers of Personal Data for the purposes of the Data Protection Legislation with respect of the Services provided to the Buyer.