



Information Services Group
(Europe) Ltd
G-Cloud 15 ISG ProBenchmark®
Terms & Conditions

Lot 2b: Software as a Service (SaaS)

1. ISG ProBenchmark® Services

ISG ProBenchmark® Subscription

ISG ProBenchmark® Client Named User Members: ISG ProBenchmark® is offered on a named user basis, for a set number of ISG ProBenchmark® Client Named User Licenses, which provides access to one or more of the 6 Domains below, based on the scope of the License. Each ISG ProBenchmark® Client Named User License is assigned to an individual ISG ProBenchmark® Client Named User Member. Client Named User Licenses are subject to a one-thousand (1,000) per month limit for “Calculate” and “Save” transactions.

Accounts with a minimum of seven (7) Client Named User Licenses have the option to repurpose one (1) Client Named User License as a Digital User License (“Digital License”). Digital Licenses are designed to allow accounts to access ProBenchmark® using Intelligent Automation tools (e.g., robotic processing automation, artificial intelligence, cognitive) to reduce duplicate data entry by Client Named User Members who may have entered Scenario inputs into another internal system. Digital Licenses are not intended for high volume processing of the ProBenchmark® platform, or to replace other Client Named User Licenses. As such, Digital Licenses, like Client Named User Licenses, are limited to a total of one-thousand (1,000) “Calculate” and “Save” Scenarios per month.

For ISG’s ProBenchmark® Subscription with 2-5 Licenses, Client Contact will provide the ISG Contact with a list of ISG ProBenchmark® Client Named User Members prior to the Services Commencement Date. Should the designated ISG ProBenchmark® Client Named User Members change at any time during this agreement, Client Contact will notify the ISG Contact in writing of the change to ensure continuity.

For ISG ProBenchmark® Subscriptions with 6 or more Client Named User Licenses, up to 2 of the Client Named User Members will have Client Administrator functionality (i.e., the Client Administrator). The Client Administrator(s) will be responsible for managing the list of ISG ProBenchmark® Client Named User Members and will set-up and manage the other Client Named User Members IDs. Should the designated Client Administrator(s) change at any time during this Agreement, Client Contact will notify the ISG Contact in writing of the change to ensure continuity in managing ISG ProBenchmark® Client Named User Members IDs.

Client may choose to add ISG ProBenchmark® Subscription Lite Users. Lite Users can auto register on the ProBenchmark.com website, may only input data, and cannot run models or print reports. See Subscription Fee for the number of ISG ProBenchmark® Client Named User Licenses.

Each ISG ProBenchmark® Client Named User Member will have access to the regions and domains selected below.

The ProBenchmark® Subscription includes complimentary ISG ProBenchmark® Client Named User Members access to ISG trend briefings and soft copy of the associated material.

Definitions:

- a. “Affiliate” means any entity that now or in the future is Controlling, Controlled by, or under common Control of the Client. “Control” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- b. “Client Data” means any data, information or material provided or submitted by Client while using ProBenchmark® including, without limitation, technical profiles of existing or planned Client customers including specific Client service configurations or other Client metrics, any price information which may be input into ProBenchmark® by Client, or other technical service configurations which Client may choose to examine using ProBenchmark.
- c. “Content” means the audio and visual information, documents, software, products and services contained or made available to Client while using ProBenchmark®, which may include hard copy printouts, web screens and interfaces, data gathering questions, and pricing outputs.
- d. “ProBenchmark” means the ProBenchmark® application toolset developed, operated, and maintained by ISG, accessible via the Worldwide Web at an Internet address designated by ISG, and all related online or offline products and services provided to Client by ISG which may include other support and documentation, to which Client is being granted access hereunder, including the ProBenchmark® methodologies, data sets and the Content.
- e. “Users” means Client’s employees and representatives, who are authorized to use ProBenchmark® and have been supplied user identifications and passwords by Client, or by ISG at Client’s request. A User is a natural person and may not be a digital or robotics enabled user except as expressly stated herein.
- f. “Scenario” means the Client Named User Member inputs loaded into ProBenchmark® to derive a market price result.

Grant of License:

ISG hereby grants Client a non-exclusive, non-transferable, revocable license to access and use ProBenchmark® within the United States and other Client countries of operation, for its intended purpose and in accordance with the specifications set forth in any documentation relating to ProBenchmark® provided by ISG, under the conditions and requirements set forth herein. Access and use of ProBenchmark is conditioned on compliance with the conditions herein and in ProBenchmark®. By using ProBenchmark®, Client acknowledges and agrees that ISG may transmit and receive data related to Client’s use of ProBenchmark® over the Internet. Client hereby grants to ISG and its affiliates the worldwide, perpetual, non-exclusive, transferable, and royalty free right to use Client Data in its

business including, without limitation, the right to monitor, store, retrieve, transmit, process, modify, otherwise prepare derivative works from such data to provide ProBenchmark® to Client and to enhance ISG's service offerings to its customers provided Client's confidential information is not disclosed.

ProBenchmark® Use and Access:

- a. Subject to the restrictions set forth herein, Client will have access to use ProBenchmark® for its intended purpose and in accordance with the specifications set forth in any documentation relating to ProBenchmark® provided by ISG.
- b. ISG shall provide to Client use and access to ProBenchmark® on a 24 hour, 7-day a week basis except for interruptions due to normal maintenance or other unexpected downtime beyond ISG's reasonable control.
- c. Client is authorized up to the number of Users specified herein at any given time. Client may change the authorizations in its own discretion provided, however, that the number of Users at any given time may not exceed the number specified herein.
- d. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party ProBenchmark® or the Content in any way; (ii) create Internet "links" to ProBenchmark® or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without prior approval in writing from ISG; (iii) modify, translate, reverse engineer, decompile or create derivative works based upon ProBenchmark®. Notwithstanding the foregoing and where Client owns greater than 50% of an affiliate or subsidiary, Client may only share ProBenchmark® reports with Listed Affiliates. Additionally, Client may share ProBenchmark® reports with clients and prospects of Client solely for bidding or comparing their price to the market price that is generated. Client may not disclose pricing outputs obtained from ProBenchmark® in order to advise clients or prospects in connection with how such third parties should price their own (third party) goods or services. Client is prohibited from disclosing ProBenchmark® reports with any prospect, client, subsidiary or affiliate who is a competitor of ISG or affiliated with a competitor of ISG. Client shall not incorporate any ProBenchmark® report into any Client work or product.
- e. Client shall not: (i) transmit or share identification or password codes with persons other than Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not Users; or (iii) permit access to ProBenchmark® through a single identification or password code being made available to multiple users.
- f. Client shall be responsible for all activity occurring under any User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations relating to Client's use of ProBenchmark®, including those related to data privacy, international communications, export control and the transmission of technical or personal data.

- g. Client shall: (i) notify ISG immediately of any unauthorized use of any password or account or any other known or suspected breach of security or confidentiality; (ii) report to ISG immediately and use reasonable efforts to immediately stop any copying or distribution of Content that is known or suspected by any Users; and (iii) not provide false identity information to gain access to or use ProBenchmark®.
- h. The scope of each region and domain may vary over time based on market trends and data availability.

Client Data:

- a. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or other right to use of all Client Data, and ISG shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.
- b. ISG reserves the right to withhold, remove or discard Client Data without notice for any breach of these terms including, without limitation, non-payment by Client. Upon termination of Client's access to ProBenchmark®, Client's right to access ProBenchmark® immediately ceases and ISG shall have no obligation to maintain any Client Data within ProBenchmark®.

Technical Support: ISG will supply telephone support only to Users regarding technical issues, bug fixes, and other availability issues regarding ProBenchmark® on a reasonable and necessary basis during normal weekday business hours, excluding United States Federal holidays. Additionally, ISG will, if necessary, provide reasonable support to Client through electronic and/or written correspondence.

ISG ProBenchmark® Consulting Block

ISG ProBenchmark® will provide 4 hours of ProBenchmark®-related pricing training or bid/project research consulting to be agreed upon by ISG and Client.

ISG ProBenchmark® Consulting Blocks are available on a pre-paid basis, for Client to use to augment their Subscription with customized scenario support from ISG ProBenchmark®. Consulting Blocks can be used for ISG ProBenchmark® Subscription related support, including subsequent training, specific scenario validation and review, and small (typically less than 1 day of effort) pricing research analysis related to the scope of services included in the Client's ISG ProBenchmark® Subscription. Consulting Blocks are not intended for larger-scale benchmarking or price intelligence projects, or for pricing or benchmarking support outside of the Client's ISG ProBenchmark® Subscription scope, which should be handled under a separate statement of work.

2. Terms of Service

Services.

ISG provides to Client the Services, which shall be deemed to include, without limitation, the services, information, research, content, materials, data, web site access, methodologies, and forms set forth in the attached Agreement (collectively, the “Services”). Client acknowledges that its purchase of Services plays no role in the decision process regarding whether Client is invited into an ISG client sourcing opportunity. Client acknowledges and consents to ISG’s use from time to time of employees or contractors of ISG affiliates to provide the Services.

Invoices.

Unless otherwise stated in the Agreement, fees, taxes and related out-of-pocket expenses are billed monthly and Client’s payment is due by electronic funds transfer within thirty (30) days of receipt of an invoice.

License.

All right, title and interest in the Services is owned by ISG. Upon payment of ISG’s invoices, except as otherwise stated in the Agreement, Client is granted a limited, perpetual license to use the Services for its internal business purposes only, excluding use by third parties. Client obtains no intellectual property rights in the Services. Except as otherwise stated in the Agreement, external disclosure or reproduction of Services including, without limitation, licensing, selling, public display, advertising, press releases, promotional materials, web sites, online services, and external presentations in any form, in whole or in part, is prohibited. Client agrees to treat the Services as ISG Confidential Information and hold it in strict confidence, not disclose it outside of Client’s company and not use the Services, except as otherwise permitted herein. No other uses of the Services are allowed by Client without ISG’s prior written consent.

Confidentiality.

All information obtained by a party arising from or related to this Agreement shall be confidential information (“Confidential Information”). Confidential Information shall not include information which is (i) in the public domain; (ii) known to the receiving party prior to receipt of same from the disclosing party; (iii) independently developed by the receiving party without the use of the other’s Confidential Information; or (iv) lawfully obtained by the receiving party from third parties who are not subject to confidentiality obligations regarding the information. Each party agrees to hold the other’s Confidential Information in strict confidence and to disclose it only to employees who have signed confidentiality agreements and only on a “need to know” basis. A party shall not disclose the other party’s Confidential Information to third parties except to the extent: (i) expressly authorized in writing by the other party; or (ii) such disclosure is legally required by a court or government agency. The party required to disclose the information shall give the other party notice of such intended disclosure to allow that party the opportunity to obtain a protective order. Each party agrees that any breach of this provision would cause irreparable harm to the other party for which money damages would not be an adequate remedy; and, therefore, that in the event of any threatened or actual breach, the non-breaching party will have the right to seek injunctive relief without necessity of proof of actual damages or posting of bond in addition to any other right which it may have in law or in equity. ISG does not disclose ISG client confidential

information, individual price points of technology enabled services, or non-public information which would be a breach of ISG confidentiality obligations including, without limitation, non-public information about Client's competitors. ISG will not discuss any negotiations or contract provisions with respect to any individual ISG or Client customer engagement.

Indemnification, Liability.

ISG will defend, indemnify and hold Client harmless against all third party losses, damages or expenses, including reasonable legal fees, and any other liability arising out of a third party claim that the Services infringe a valid and enforceable patent or copyright of any third party except, however, that ISG will have no liability with respect to any claim to the extent that the claim is based upon (i) the combination of the Services with data, processes, systems, devices or information not approved by ISG; (ii) the modification of the Services by a party other than ISG; or (iii) the use of the Services in a manner not authorized by ISG in writing.

The Services are provided on an "as is" and "as available" basis. ISG endeavors to provide information that is accurate. ISG does not warrant, however, that the Services will meet Client's requirements or that the Services will be complete, error free or delivered without interruption. ISG expressly disclaims all warranties, express or implied including, without limitation, any warranty of merchantability, fitness, non-infringement, title or absence of defects, and any warranties as to the accuracy and completeness of the Services. ISG shall have no liability to Client arising from or related to its use of the Services, whether in contract, breach of warranty, tort or otherwise.

Neither party, its parent, affiliates and their officers, directors, employees, agents, or stockholders will be responsible for non-performance of or for delay in performance occasioned by a cause beyond its reasonable control including, without limitation, acts of God. In no event will either party, its parent, affiliates and their officers, directors, employees, agents, or stockholders be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. The aggregate total liability of either party, its parent, affiliates and their officers, directors, employees, agents, and stockholders to the other arising from or related to Client's engagement of ISG, whether in contract, breach of warranty, tort, or otherwise, shall not exceed the fees paid and payable by Client to ISG pursuant to this Agreement.

Termination.

These Terms of Service shall remain in effect until terminated in writing by either party for a material breach which remains uncured for thirty (30) days following receipt of written notice of the breach.

Potential Conflicts.

Client recognizes that ISG is engaged from time to time by prospective targets or existing customers of Client in sourcing and related transactions worldwide. Client will not object to ISG's engagement at such targets or customers now or at any time in the future claiming that ISG has advised or advises Client with respect to the subject matter of this Agreement or that ISG has a business conflict with respect any such targets or customers arising out of this Agreement. Client

acknowledges that ISG may decline to provide any Services which present an actual or potential conflict of interest for ISG.

Definitive Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, understandings, discussions or agreements between ISG and Client. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by the parties. This Agreement is non-assignable and any attempt to assign this Agreement will be void.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.