



Information Services Group
(Europe) Ltd
G-Cloud 15 ISG Inform™ Terms &
Conditions

Lot 2b: Software as a Service (SaaS)

1. ISG Inform

ISG Inform™ Client Named User Members: ISG Inform™ is offered on a named user basis, for a set number of ISG Inform™ Client Named User licenses, which provides access to CIO Dashboard and Infrastructure KPIs, Application Maintenance and Digital based on the scope of the license. Each ISG Inform™ Client Named User license is assigned to an individual ISG Inform™ Client Named User Member. Client may not access ISG Inform™ using intelligent automation tools (e.g., robotic processing automation, artificial intelligence, cognitive).

For ISG's Inform™ license with 1-5 users, Client will provide ISG with a list of ISG Inform™ Client Named User Members prior to the start of the license term. Should the designated ISG Inform™ Client Named User Members change at any time during this Agreement, Client will notify ISG in writing of the change to ensure continuity.

Each ISG Inform™ Client Named User Member will have access the regions and dashboards as outlined in the Subscription Fee section of this SOW which may include for these four "Regions" – North America, EMEA, Latin America, and Asia Pacific:

- CIO Dashboard
- Infrastructure Dashboard KPIs
- Application Maintenance & Development Dashboard KPIs
- Digital Dashboard KPIs

2. Definitions

"Affiliate" means any entity that now or in the future is Controlling, Controlled by, or under common Control of the Customer. "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.

"Customer Data" means any data, information or material provided or submitted by Customer while using ISG Inform.

"Content" means the audio and visual information, documents, software, products and services contained or made available to Customer while using ISG Inform, which may include hard copy printouts, web screens and interfaces, data gathering questions, and pricing outputs.

"ISG Inform" means the ISG Inform 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 Customer by ISG which may include other support and documentation, to which Customer is being granted access hereunder, including the ISG Inform methodologies, data sets and the Content.

"Users" means Customer's employees and representatives, who are authorized to use ISG Inform and have been supplied user identifications and passwords by Customer, or by ISG at Customer's request. A User is a natural person and may not be a digital or robotics enabled user.

3. Grant of License

ISG hereby grants Customer a non-exclusive, non-transferable, revocable license to access and use ISG Inform exclusively for internal business purposes within the United States and other Customer countries of operation, for its intended purpose and in accordance with the specifications set forth in any documentation relating to ISG Inform provided by ISG, under the conditions and requirements set forth herein. Access and use of ISG Inform is conditioned on compliance with the conditions herein and in ISG Inform. By using ISG Inform, Customer acknowledges and agrees that ISG may transmit and receive data related to Customer's use of ISG Inform over the Internet. Customer hereby grants to ISG and its affiliates the worldwide, perpetual, non-exclusive, transferable, and royalty free right to use Customer 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 ISG Inform to Customer and to enhance ISG's service offerings to its customers provided Customer's confidential information is not disclosed.

4. Use and Access

ISG shall provide to Customer use and access to ISG Inform 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.

b) Customer is authorized up to the number of Users specified herein at any given time. Customer 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.

c) Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party ISG Inform or the Content in any way; (ii) create Internet "links" to ISG Inform 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 ISG Inform. Notwithstanding the foregoing and where Customer owns greater than 50% of an affiliate or subsidiary, Customer may only share ISG Inform reports with Listed Affiliates. Customer is prohibited from disclosing Inform reports with any prospect, Customer, subsidiary or affiliate who is a competitor of ISG or affiliated with a competitor of ISG. Customer shall not incorporate any ISG Inform report into any external Customer work or product.

- d) Customer 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 ISG Inform through a single identification or password code being made available to multiple users.
- e) Customer 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 Customer's use of ISG Inform, including those related to data privacy, international communications, export control and the transmission of technical or personal data.
- f) Customer 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 ISG Inform.
- g) The scope of each industry, region and service area may vary over time based on market trends and data availability.
- h) ISG will supply email support only to Users regarding technical issues, bug fixes, and other availability issues regarding ISG Inform on a reasonable and necessary basis during normal weekday business hours, excluding United States Federal holidays.
- i) Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or other right to use of all Customer Data, and ISG shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. ISG reserves the right to withhold, remove or discard Customer Data without notice for any breach of these terms including, without limitation, non-payment by Customer. Upon termination of Customer's access to ISG Inform, Customer's right to access ISG Inform immediately ceases and ISG shall have no obligation to maintain any Customer Data within ISG Inform.

5. Client Data

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.

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 ISG Inform™, Client's right to access ISG Inform™ immediately ceases and ISG shall have no obligation to maintain any Client Data within ISG Inform™.

6. Technical Support

ISG will supply email support only to Users regarding technical issues, bug fixes, and other availability issues regarding ISG Inform™ on a reasonable and necessary basis during normal weekday business hours, excluding United States Federal holidays.