Master Agreement for
Licensed Research or Consulting & Advisory Services

Forrester Research, Inc.

1. AGREEMENT. Forrester Research, Inc. ("Forrester") and Crown Commercial Service ("Client") hereby agree to the terms and conditions set forth in this Master Agreement ("Agreement"), which will apply to any purchases by Client from Forrester of (a) licenses to access Forrester Works, (b) consulting or advisory services ("Services") or (c) Service Units. Certain capitalized terms used herein have the meanings assigned to them in Section 2 below. The licensing or purchase of Forrester Works, Services or Service Units will be identified in and ordered from time to time pursuant to a purchase agreement executed, or purchase order submitted, by Client or its Affiliates and executed, or otherwise accepted, by Forrester or its Affiliates (each such executed purchase agreement or accepted purchase order being referred to herein as a "Purchase Agreement"). Any Affiliate of Client or Forrester entering into a Purchase Agreement thereby agrees to be governed by the terms of this Agreement and shall be deemed to be the Client or Forrester, as applicable, hereunder for purposes of such Purchase Agreement. Client agrees to pay Forrester the payments set forth in each Purchase Agreement for Forrester Works, Services and Service Units delivered in accordance with such Purchase Agreement and this Agreement.

2. DEFINED TERMS. For purposes of this Agreement:
a) "Affiliate" means any entity controlling, controlled by or under common control with a party hereto.
b) "Forrester Works" means (i) Forrester research reports, scorecards, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools such as product rankings, formulas, and algorithms and all other Forrester proprietary content and material that Forrester has developed prior to or independently of performance of Services under this Agreement; and (ii) Forrester's research methodologies, including but not limited to Forrester's segmentation model and analysis methodology.
c) "Service Units" means a prepaid unit that may be used by Client to access various analyst interactions and other Services from Forrester.
d) "Work Product" means deliverables created originally and uniquely for Client in connection with Services requested under this Agreement (excluding any incorporated or accompanying Forrester Works).

3. USER LICENSES FOR PROPRIETARY RESEARCH. To the extent a subscription to Forrester Works is ordered pursuant to a Purchase Agreement, Forrester grants Client a license for the number of users specified in such Purchase Agreement to access such Forrester Works ("User Licenses") during the term of such Purchase Agreement, subject to the terms and conditions of this Agreement. Each User License enables access to the licensed Forrester Works by a Client employee, or a consultant or independent contractor of Client (for use solely in connection with the provision of services to Client), with a user ID and a password issued by Forrester. A User License is required for each Client employee, consultant or contractor that has electronic access to the Forrester Works. Each User License entitles the licensed user to: (a) make a single copy of the Forrester Works for the licensed user's individual archival use; and (b) make a copy or slide of each scorecard, ranking, product comparison, spreadsheet, graphic, table, or portions of text less than a paragraph long contained in the Forrester Works for internal presentation purposes only, provided the Forrester copyright and Forrester's other proprietary notices are affixed thereto. Except as explicitly permitted herein or in the applicable Purchase Agreement, Client shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Forrester Works, or any portion thereof, to any third party or any non-licensed employee, consultant or contractor and shall not copy the Forrester Works in whole or in part. Client shall be fully responsible for any of its employees', consultants' or contractors' use of the Forrester Works in accordance with this Agreement. A Purchase Agreement may contain additional licensing provisions with respect to particular Forrester Works ordered thereunder.

4. OWNERSHIP AND LICENSE OF CONSULTING DELIVERABLES. All Work Product is a work made for hire for Client under applicable copyright law to the extent it qualifies as such, subject to the terms, conditions, and restrictions set forth herein. To the extent the Work Product does not qualify as a work made for hire, Forrester hereby assigns to Client all rights, title and interest throughout the world in and to the Work Product, including any copyrights, subject to the terms, conditions, and restrictions set forth herein. The foregoing notwithstanding, Client shall utilize Work Product for Client's internal business purposes only and may only refer to or distribute the Work Product externally upon Forrester's prior approval, except as otherwise expressly set forth in the applicable Purchase Agreement. To the extent that any Forrester Works are provided to Client along with or as part of Work Product, Forrester grants Client a perpetual, non-exclusive, non-transferable license to use such Forrester Works for any Client internal business purposes, subject to the same restrictions on external use as are applicable to the associated Work Product.

5. PROPRIETARY RIGHTS. Forrester Works are the property of Forrester, its Affiliates or its licensors and are protected by copyright and other intellectual property laws. Forrester Works comprise: (a) works of original authorship, including compiled content containing Forrester's, its Affiliates' or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by Forrester, its Affiliates or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm Forrester, its Affiliates or its licensors. Client shall not commit or permit any act or omission that would impair Forrester's, its Affiliates' or its licensors' proprietary and intellectual property rights in Forrester Works. All of Client's rights to use any Forrester Works are expressly stated herein; there are no implied rights, and Forrester reserves all rights not expressly granted to Client.

6. TERMINATION. This Agreement shall commence on the date hereof and shall remain in effect until terminated in accordance with this Section 6. Either party may terminate this Agreement (in whole or with respect to particular Purchase Agreements only) with immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 15 days after being required by notice to do so; or (b) materially breaches this Agreement two or more times, regardless of whether such breaches are remedied. In addition, either party may terminate this Agreement for convenience upon written notice at any time after the expiration or termination of all Purchase Agreements executed hereunder. A Purchase Agreement may include additional termination provisions applicable only to such Purchase Agreement. The termination of an individual Purchase Agreement will not affect the effectiveness of this Agreement or any other Purchase Agreement. Any provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive such expiration or termination for any reason.

7. LIMITATION OF LIABILITY. Forrester shall not be liable for any damages incurred by Client arising as a result of decisions made in reliance upon the Forrester Works, Work Product or Services. In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether or not such party has been advised of the possibility of such damages. Except with respect to Forrester's obligations under Section 9 (Indemnification), Forrester's entire liability arising out of this Agreement shall be limited to and shall not exceed the fee paid to Forrester by Client pursuant to the Purchase Agreement(s) giving rise to the claim.

8. LIMITED WARRANTIES. Forrester warrants that the Forrester Works are based on Forrester's reasonable efforts to compile and analyze the best sources reasonably available to Forrester at any given time; provided, however, any opinions reflect Forrester's judgment at the time and are subject to change. Forrester also warrants that it has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with applicable industry standards. **The foregoing warranties are provided in lieu of all warranties, express or implied, statutory or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness, or adequacy of information. Forrester reserves the right to modify Forrester Works at any time.**

9. INDEMNIFICATION. Forrester will defend or, at its option, settle, any action, claim or proceeding brought against Client to the extent that it is based upon an assertion that any of the Forrester Works or Work Product used in accordance with the terms of this Agreement infringe upon a copyright, patent or trade secret of any third party (an "Infringement Claim"), and will indemnify and hold Client harmless against all damages awarded and reasonable costs and expenses incurred in connection with such Infringement Claim, provided that Client promptly notifies Forrester in writing of the claim, and gives Forrester complete authority, information, and assistance to defend such claim and sole control of the defense or settlement of such claim.

10. CONFIDENTIALITY. (a) Each party hereunder may disclose to the other party certain Confidential Information of such party or of such party's associated companies, suppliers, or customers. For purposes of this Agreement, "Confidential Information" means all non-public information, in any form, furnished or made available in connection with this Agreement by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") which is marked confidential, restricted, or with a similar designation, or would be understood by a reasonable person in the Receiving Party's position to be confidential. The terms and conditions of this Agreement and any Purchase Agreements shall also be deemed Confidential Information. Confidential Information will not be deemed to include information that: (i) is or becomes known to the public through no fault of the Receiving Party; (ii) is already known to the Receiving Party prior to its receipt hereunder or becomes known to the Receiving Party from a third party who has a lawful right to disclose the information; or (iii) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

b) The Receiving Party shall use at least the same degree of care in safeguarding Confidential Information as it uses for its own information of like importance, but in no event less than a reasonable standard of care. Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose Confidential Information to any other person, except to its employees or agents who have a need to know with respect to the purposes of this Agreement and who are subject to confidentiality obligations with respect to such Confidential Information at least as restrictive as those contained herein. Upon the request of the Disclosing Party upon termination of this Agreement or at any other time, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party (including copies thereof) in its possession or under its control. Neither party shall be liable for disclosure of Confidential Information if such disclosure is required to comply with applicable laws, governmental regulations or judicial or governmental orders, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party, takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and takes reasonable steps to assist the Disclosing Party (at the Disclosing Party's expense) in contesting any such disclosure requirement. All Confidential Information will remain the property of the Disclosing Party, except to the extent that any rights with respect to such Confidential Information are expressly granted to the Receiving Party pursuant to this Agreement. Each party acknowledges that its breach of this section may cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief in the event of such a breach, as well as such further relief as may be granted by a court of competent jurisdiction.

11. INSURANCE. Forrester shall, during the term of this Agreement, obtain and maintain, at its own expense: (i) workers' compensation coverage as required by applicable law; (ii) commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (iii) professional liability insurance for errors and omissions in an amount not less than $2,000,000 annual aggregate and per claim; and (iv) if applicable, auto liability insurance in an amount not less

than $1,000,000 per accident. In the event that Forrester is providing Services to Client under this Agreement, upon request Forrester will provide to Client certificate(s) of insurance evidencing the coverage required hereunder.

12. RELATIONSHIP OF THE PARTIES. This Agreement is intended to create an independent contractor relationship between the parties. This Agreement will not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other. Under no circumstance shall Forrester's employees be construed as Client employees. All of Forrester's employees providing Services hereunder shall be subject to the direction, supervision, and control of Forrester. Forrester shall be solely responsible for: (a) payment of all compensation to its employees; (b) withholding any and all appropriate taxes with respect to its employees; and (c) complying with any applicable employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws.

13. COMPLIANCE WITH LAWS; GDPR. The parties agree to comply with all applicable laws, including regulation (EU) 2016/679 General Data Protection Regulation ("GDPR"), in connection with the transactions contemplated by this Agreement. Forrester shall process Client Personal Data (as defined in the GDPR) only as instructed by Client. Client Personal Data is subject to processing activities necessary for Forrester to perform Services and provide access to licensed Forrester Works. The categories of Client Personal Data Forrester may process in connection with this Agreement shall be limited to contact information (name, title, company, address, email, phone number) of Client personnel and, if any, other Data Subjects (as defined in the GDPR) to the extent identified in the applicable Purchase Agreement. Forrester shall have no access to client sensitive data such as social security numbers or financial account numbers, or access to Special Categories of Personal Data (as defined in the GDPR) unless otherwise agreed to separately in writing. Forrester shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Personal Data taking into account the nature of such data and risks presented by processing. Client authorizes Forrester to use third party vendors in connection with the provision of services and Forrester shall, upon request, provide Client with a list of such vendors. Client represents that it has all rights necessary to transfer to Forrester any Client Personal Data it makes available to Forrester. To the extent applicable, Client shall be deemed a data exporter, and Forrester a data importer for purposes of transfers of Client Personal Data outside the European Economic Area ("EEA"). The execution of this Agreement by each party shall be treated as the execution by such party of the Standard Contractual Clauses promulgated by the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and the Council, and documents Client's consent to the transfer of Client Personal Data to Forrester Affiliates outside the EEA. Forrester shall notify Client without undue delay after becoming aware of a personal data breach that negatively impacts Client Personal Data and shall cooperate with Client's reasonable requests to demonstrate compliance with the obligations set forth herein.

14. MISCELLANEOUS. This Agreement and any Purchase Agreements hereunder shall be the complete agreement between Forrester and Client regarding the subject matter hereof. The terms and conditions of sale or license applicable to Forrester Works, Services and Service Units ordered hereunder shall be solely as set forth in this Agreement and the applicable Purchase Agreement, and any preprinted or standard Client terms or conditions contained in, or incorporated by reference into, a confirmation, purchase order or other document submitted by Client which purport to vary or supersede this Agreement or any executed Purchase Agreement shall be of no effect. This Agreement may not be changed or amended except in writing signed by both parties hereto and neither party may assign this Agreement either in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules governing conflicts of law, and the parties hereby select the courts of Massachusetts to resolve any disputes arising under this Agreement. In the event any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall continue in full force and effect.

Crown Commercial Service	**Forrester Research, Inc.**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
	Forrester Research Limited
	Signature:
	Name:
	Title:
	Date: