

## Gartner UK Limited Service Agreement for Department for Work & Pensions (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between **Gartner UK Limited** of Tamesis, The Glanty, Egham, Surrey, TW20 9AH (“**Gartner**”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of Caxton House, 6-12 Tothill Street, London, W1H 9AH for the Services (as defined below), and shall be effective when signed by both parties. Client agrees to subscribe to the following Services for the term and fees set forth below.

### 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 may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee GBP</u>	<u>Total Fee GBP</u>
Enterprise Architecture Leadership Council Classic	Membership	[REDACTED]	[REDACTED]	01-JUL-2021	30-JUN-2022		
				Term Total	(Excluding applicable taxes)		£20,800.00
				Total Services:	(Excluding applicable taxes)		£20,800.00

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### 2. SERVICE DESCRIPTIONS

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Enterprise Architecture Leadership Council Classic Membership	<a href="http://sd.gartner.com/sd_ceb_ea_lc_standard.pdf">http://sd.gartner.com/sd_ceb_ea_lc_standard.pdf</a>

### 3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner. Client agrees to pay all invoiced amounts within 30 days from the date of invoice.

### 4. CLIENT BILLING INFORMATION

Please attach any required Purchase Order (“**PO**”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
VAT Number

\_\_\_\_\_  
Invoice Recipient Name

\_\_\_\_\_  
Invoice Recipient Tel. No.

\_\_\_\_\_  
Invoice Recipient Email

**5. AUTHORISATION**

**Client:**

**Gartner UK Limited Department for Work & Pensions**

[REDACTED]

[REDACTED]

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*  
June 24, 2021

\_\_\_\_\_  
*Date*

[REDACTED]

\_\_\_\_\_  
*Date*

[REDACTED]

\_\_\_\_\_  
*Print Name*

Commercial Lead

\_\_\_\_\_  
*Print Name*

VP Contracts

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

**IF NOT USING DIGITAL  
SIGNATURE, PLEASE RETURN  
TWO SIGNED ORIGINAL  
HARDCOPIES OF THIS SA TO:**

Contracts Administration  
Department  
Gartner UK Limited  
Tamesis, The Glanty  
Egham, Surrey  
TW20 9AH

## General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancellable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy* which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, except from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.
3. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.
4. **Disclaimer of All Other Warranties.** The Services are provided on an “as is” basis, and Gartner 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. Client 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. Gartner shall not be liable for any actions or decisions that Client may take based on the Services or any information or data contained therein. Client understands that it assumes the entire risk with respect to the use of the Services.
5. **Data Protection.** In performing its obligations under this SA, Gartner and the Client will each comply with the United Kingdom Data Protection Act 2018, any subordinate legislation passed under that Act and with any other applicable data protection legislation. In providing the services Gartner shall comply with its global privacy policy available at gartner.com/privacy.

## 6. Miscellaneous

- (a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.
- (b) **Dispute Resolution.** Any unresolved dispute arising under this SA, including any question regarding its existence, validity or termination, shall at the request of either party, be referred to and finally resolved by arbitration under the London Chamber of International Arbitration (“LCIA”) Rules. The number of arbitrators shall be one, to be agreed upon by the parties. If they are unable to so agree within 14 days of the date of the request that the dispute be referred to arbitration, the arbitrator shall be selected and appointed by the LCIA Court. The arbitration shall be conducted in London, England in the English language. The parties agree that the decision of the arbitrator shall be final and binding. This section is without prejudice to either party's right to seek interim relief against the other party (such as an injunction) through the English courts to protect its rights and interests. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.
- (c) **Applicable Law.** This SA shall be governed by and construed in accordance with the laws of England.
- (d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
- (e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.
- (f) **Surviving Clauses.** Sections 3, 4, 5, and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

## **CONSUMER DISCLOSURE**

From time to time, Gartner (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below. **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us. **How**

**to contact Gartner:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com)

#### **To advise Gartner of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### **To request paper copies from Gartner**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Gartner**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below. By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Gartner as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Gartner during the course of my relationship with you.