

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>
[REDACTED]	Membership	1	[REDACTED]	01-JUL-2020	30-JUN-2021	[REDACTED]	[REDACTED]
				Term Total	(Excluding applicable taxes)		£20,100.00
				Total Services:	(Excluding applicable taxes)		£20,100.00

1-128WMMGHQ 2012

2. SERVICE DESCRIPTIONS

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
[REDACTED]	[REDACTED]

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 multiyear contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any preprinted or additional contract terms included on the PO shall be inapplicable and of no force or effect.

Offer valid until 30-JUN-2020

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

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

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, excerpt 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. Client acknowledges that Gartner is in the business of researching and analysing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organisation from other sources.
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. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent. In so far as any disclosure relates to Client's own employee or subcontractor, Client shall notify that employee or subcontractor that Gartner and its affiliates may use that personal data: (a) in order to provide Client with the Services, and that Gartner may disclose this data to third parties in so far as it is necessary to provide the Services; and (b) from time to time to inform Client about other products or services which Gartner believe may be of interest to Client, and that if any person does not wish to receive such information from Gartner, then they should contact Gartner at privacy@gartner.com.

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) **Arbitration.** 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 Court 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.

SERVICE DESCRIPTION
Attachment to the Service Agreement

[REDACTED]

***** ADDITIONAL USAGE INFORMATION**

Use of this service is governed by the Gartner Usage Policy and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of gartner.com.

