

Terms and Conditions for Research Services:

- A. The Buyer acknowledges that Gartner subscription-based research and related services (the “Services”) are invoiced in full upon receipt of order, are 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. For the avoidance of doubt, the Buyer shall be liable to pay for the full contracted term without recourse to refund if the Services are terminated by the Buyer without cause before the expiry date. The Buyer agrees that this term will have precedence over clause 18.1 of the Call-Off Contract.
- B. In the event of an extension of the Order Form, the Charge for an extended term beyond the initial expiry date will be in accordance with the Supplier’s then prevailing G-Cloud Service fees applicable at the time of the extension.
- C. Gartner owns and retains all rights to the Services not expressly granted to the Buyer. Only the individuals named in the Order Form (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The Buyer agrees to review and comply with the Usage Policy for Gartner Services (“*Gartner Usage Policy*”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Amongst other things, the Gartner Usage Policy describes how the Buyer may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Buyer organisation, and quote or excerpt from the Services externally.
- D. The Buyer acknowledges that Gartner is in the business of researching and analysing information technology to provide its clients with industry best practices through its Services and agrees that Gartner may use Aggregate Data compiled from its interactions with the Licensed User(s) in its provision of similar Services to other clients. “Aggregate Data” is defined as information that may be based on or derived from Confidential Information, but that does not identify the Buyer, its personnel or any third party working with the Buyer or other source of that information.
- E. The Parties agree that for the purposes of this Order Form, the liability caps under clause 24 of the Call-Off Contract (excluding breach of Intellectual Property Rights) shall be limited to 100% of the fees paid under the relevant Order Form.
- F. 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. The Buyer 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 the Buyer may take based on the Services or any information or data contained therein. The Buyer understands that it assumes the entire risk with respect to the use of the Services.
- G. By ordering the Services, Gartner and the Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, Gartner is a Data Controller as defined in the Data Protection Legislation with respect to the Services provided to the Buyer. The Buyer agrees that Gartner may transfer Buyer Personal Data outside of the European Economic Area (“EEA”) to its parent company, Gartner Inc, whose servers are based in the United States of America. Where the provision of Services require the transfer of personal data from the EEA to countries outside the EEA, Gartner has in place with its affiliates, the European Commission approved Standard Contractual Clauses (“Standard Contractual Clauses”) for transferring data outside of the EEA.

Terms and Conditions for Consulting Services:

- A. The Buyer shall retain its intellectual property rights in all proprietary materials that the Buyer supplies to Gartner. If the Buyer provides Gartner with Buyer Data, the Buyer grants to Gartner a non-exclusive, royalty-free, paid-up licence to use the Buyer Data for the purpose of fulfilling its obligations under the Order Form.
- B. Excluding any Buyer Data, Gartner shall retain sole and exclusive ownership of the deliverables (the "Deliverable(s)") created as part of the consulting services (the "Services") and Gartner tools, methodologies, questionnaires, responses, proprietary research and data, software, software documentation and other materials generated, provided or made available by Gartner in the course of performing the Services in each case, whether in hard copy, electronically or otherwise, (the "Gartner Materials"), together with all intellectual property rights in the Gartner Materials.
- C. Nothing shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Gartner shall not use or disclose any of the Buyer's Confidential Information.
- D. Subject to the payment in full of the applicable fees set out in the Order Form, Gartner grants to the Buyer for internal purposes only a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables, the Buyer shall not make the Deliverables available, in whole or in part, to any person outside the Buyer, or quote excerpts from the Deliverables to any such person. Notwithstanding the foregoing, the Buyer may disclose the Deliverables to (i) its external auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with the Buyer and who are engaged by the Buyer to review or implement suggestions for the Buyer's business or to further research the issues contained in the Deliverables provided that the confidentiality agreement prohibits the relevant third party from using the Deliverables for any other purpose, and (iii) governmental or competent regulatory authority as required by law or regulation
- E. The Parties agree that for the purposes of this Order Form, the liability caps under clause 24 of the Call-Off Contract (excluding breach of Intellectual Property Rights) shall be limited to 100% of the fees paid under the relevant Order Form.
- F. The Buyer warrants that: (i) Gartner's use of the Buyer Data does not infringe any copyright, trademark, trade secret or other right of any third party and (ii) in all material respects, the Buyer Data is true, accurate, complete and not misleading.
- G. Except as expressly provided in the Call-Off Contract and the Order Form, no representation, warranty or condition, express or implied, statutory or otherwise, is given by Gartner and all such representations, warranties and conditions are excluded except to the extent that their exclusion is prohibited by law. Although Gartner has used its reasonable endeavours to ensure that its third party sources are reliable, Gartner shall not be liable, whether in contract, tort or otherwise, for any damage suffered by the Buyer as a result of information provided by third parties and contained in the Deliverables being inaccurate or incomplete.
- H. By ordering the Services, Gartner and Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, Gartner is a Data Controller as defined in the Data Protection Legislation with respect to the Services provided to the Buyer. The Buyer agrees that Gartner may transfer Buyer Personal Data outside of the European Economic Area ("EEA") to its parent company, Gartner Inc, whose servers are based in the United States of America. Where the provision of Services require the transfer of personal data from the EEA to countries outside the EEA, Gartner has in place with its affiliates, the European Commission approved Standard Contractual Clauses ("Standard Contractual Clauses") for transferring data outside of the EEA.

Terms and Conditions for Benchmarking Services:

- A. The Buyer shall retain its intellectual property rights in all proprietary materials that the Buyer supplies to Gartner. If the Buyer provides Gartner with Buyer Data, the Buyer grants to Gartner a non-exclusive, royalty-free, paid-up licence to use the Buyer Data for the purpose of fulfilling its obligations under the Order Form.
- B. Excluding any Buyer Data, Gartner shall retain sole and exclusive ownership of the deliverables (the "Deliverable(s)") created as part of the benchmarking services (the "Services") and Gartner tools, methodologies, questionnaires, responses, proprietary research and data, software, software documentation and other materials generated, provided or made available by Gartner in the course of performing the Services in each case, whether in hard copy, electronically or otherwise, (the "Gartner Materials"), together with all intellectual property rights in the Gartner Materials.
- C. Nothing shall preclude Gartner from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Gartner shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Gartner shall not use or disclose any of the Buyer's Confidential Information
- D. The Buyer acknowledges that (i) the contents of the Deliverables are based upon information which is proprietary to Gartner and contained in Gartner's proprietary benchmark database, (ii) the contents of Gartner's benchmark database and any copyright or database rights or other intellectual property rights in Gartner's benchmark database belong to Gartner solely, (iii) the Buyer's benchmarked data will become part of Gartner's benchmark database, (iv) Gartner will code any presentation of the Buyer's benchmarked data to preserve the Buyer's anonymity, and (v) Gartner's database will be used by Gartner in future consulting and benchmarking engagements. The Buyer grants Gartner a worldwide, non-exclusive, royalty-free, paid-up perpetual licence to use the Buyer's benchmark data for the purposes set out herein.
- E. Subject to the payment in full of the applicable fees set out in the Order Form, Gartner grants to the Buyer for internal purposes only a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables, the Buyer shall not make the Deliverables available, in whole or in part, to any person outside the Buyer, or quote excerpts from the Deliverables to any such person. Notwithstanding the foregoing, the Buyer may disclose the Deliverables to (i) its external auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with the Buyer and who are engaged by the Buyer to review or implement suggestions for the Buyer's business or to further research the issues contained in the Deliverables provided that the confidentiality agreement prohibits the relevant third party from using the Deliverables for any other purpose, and (iii) governmental or competent regulatory authority as required by law or regulation.
- F. The Parties agree that for the purposes of this Order Form, the liability caps under clause 24 of the Call-Off Contract (excluding breach of Intellectual Property Rights) shall be limited to 100% of the fees paid under the relevant Order Form.
- G. The Buyer warrants that: (i) Gartner's use of the Buyer Data does not infringe any copyright, trademark, trade secret or other right of any third party and (ii) in all material respects, the Buyer Data is true, accurate, complete and not misleading.
- H. Except as expressly provided in the Call-Off Contract and the Order Form, no representation, warranty or condition, express or implied, statutory or otherwise, is given by Gartner and all such representations, warranties and conditions are excluded except to the extent that their exclusion is prohibited by law. Although Gartner has used its reasonable endeavours to ensure that its third party sources are reliable, Gartner shall not be liable, whether in contract, tort or otherwise, for any damage suffered by the Buyer as a result of information provided by third parties and contained in the Deliverables being inaccurate or incomplete.
- I. By ordering the Services, Gartner and the Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, Gartner is a Data Controller as defined in the Data Protection Legislation with respect to the Services provided to the Buyer. The Buyer agrees that Gartner may transfer Buyer Personal Data outside of the European Economic Area ("EEA") to its parent company, Gartner Inc, whose servers are based in the United States of America. Where the provision of Services require the transfer of personal data from the EEA to countries outside the EEA, Gartner has in place with its affiliates, the European Commission approved Standard Contractual Clauses ("Standard Contractual Clauses") for transferring data outside of the EEA.