Board Office Use: Legislative File Info.			
File ID Number	25-1724		
Introduction Date	8/13/25		
Enactment Number			
Enactment Date			



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent

Preston Thomas, Chief Systems and Services Officer

Susan Beltz, Chief Technology Officer

Meeting Date August 13, 2025

Subject Ratification by the Board of Education of Amendment No. 1 to Service Order with

Exhibit A - Terms of Service between Oakland Unified School District and Gartner,

Inc.

Contractor: Gartner, Inc.

Services For: July 1, 2025 - June 30, 2026

Ask of the Board Ratify Amendment No. 1 to Service Order with Exhibit A - Terms of Service between

Oakland Unified School District and Gartner, Inc., Dallas, TX for the latter to provide information technology research and advisory services for the period July 1, 2025 to June 30, 2026 for an amount not to exceed \$50,081.00, increasing the total

contract amount from \$48,387.00 to \$98,468.00.

Background Gartner, Inc. provides objective, rigorous research and expert analysts in virtually

all areas of information technology. The Technology Services Department has successfully used Gartner, Inc. for information technology research and advisory services for 2024-25 and is using this firm going forward for the same services as

previously provided.

Discussion The Technology Services Department is responsible for recommending,

purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Successful decision-making in this area requires keeping pace with an ever-changing landscape of technology solutions and vendors. Gartner provides objective, rigorous research and expert analysts in virtually all areas of information technology. Ratification of this Agreement will enable OUSD to continue using this service to help ensure continued success on mission-critical technology priorities.

Fiscal Impact \$50,018.00 from Funding Resource: General Purpose (GP), Data

Processing, License Agreements, Districtwide: 010-0000-0-0000-7700-

5825-999-9860-9994-9999-99999

Attachment(s)

- Amendment No. 1 to Service Order with Exhibit A Terms of Service
- Gartner Service Order Q-00324876
- Service Order with Exhibit A Terms of Service (Legistar File ID #24-1763)



AMENDMENT NO. 1 to

Service Order with Exhibit A - Terms of Service

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

and	d eff	fect as originally stated.			
1.	. The PARTIES hereby agree to amend the AGREEMENT as stated herein.				
	A.	Services.			
		☐ The SERVICES are <u>unchanged</u> .			
		The SERVICES have <u>changed</u> as indicated below:			
		A description of the changes in the SERVICES is <u>attached</u> .			
		$\ \square$ The changes in the SERVICES involve the following:			
		See attached GARTNER SERVICE ORDER ("SO") Q-00324876			
	В.	Term.			
		☐ The term of the AGREEMENT is <u>unchanged</u> .			
		 The term of the AGREEMENT has <u>changed</u> as indicated below: Original End Date: <u>06/30/2025</u> 			
		New End Date: 06/30/2026			
	C.	Compensation.			
		\square The not-to-exceed amount in the AGREEMENT is <u>unchanged</u>			
		■ The not-to-exceed amount in the AGREEMENT has <u>changed</u> as indicated below:			
		Original not-to-exceed amount is \$\frac{48,387.00}{\text{.00}}.			
		The original not-to-exceed amount The original not-to-exceed amount			
		shall be <u>increased</u> by: OR shall be <u>decreased</u> by:			
		\$ <u>50,081.00</u> \$			
		The new not-to-exceed amount is \$ 98,468.00			

- D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
- 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR	
Name: Ishley Beluch	
Signature: 3C6861B4DAC2436	
Senior Contracts Specialist	
Position:	
Date:	
OUSD	
Name: Preston Thomas	
Signature:	
Chief Systems and Samines Officer	
Position: Chief Systems and Services Officer	_
Date: <u>June 30, 2025</u>	
\square Board President (for approvals)	
Name: Denise G. Saddler, EdD	
Signature:	
Position: Interim Superintendent and Interim Secretary of the Board	
Date:	

Template approved as to form by OUSD Legal Department.

Gartner

GARTNER SERVICE ORDER ("SO") Q-00324876

Gartner	Client (Sold To)	Client (Bill To)	
GARTNER, INC.	OAKLAND UNIFIED SCHOOL	ACCOUNTS PAYABLE	
56 TOP GALLANT ROAD	DISTRICT	OAKLAND UNIFIED SCHOOL	
STAMFORD, CT 06902-7700	750 INTERNATIONAL BLVD	DISTRICT	
UNITED STATES	OAKLAND, CALIFORNIA 94606-2902	900 HIGH ST	
	UNITED STATES	OAKLAND, CA 94601-2296	
		UNITED STATES	
		accountspayable@ousd.org	

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
IT Leaders Individual Access Advisor	1	Susan Beltz	12	01-Jul-2025 30-Jun-2026	USD 50,081.00
Total Service Period Fee Exclusive Of Applicable Tax USD 50,081.00					USD 50,081.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
IT Leaders Individual Access Advisor	https://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice	
Net 30	Annual in advance	Select Yes/No:PO Number:	

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

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.

4. SERVICE TERMS

This Service Order is governed by the Service Terms displayed at https://www.gartner.com/en/about/policies/service-terms/us-4409732 and constitutes the entire agreement between Gartner and Client for the Services. All defined terms not defined in this Service Order are defined in the Service Terms.

OAKLAND UNIFIED SCHOOL DISTRICT GARTNER, INC.

Phu	Ashley Beliefe 3C6861B4DAC2436
Client Signature	Gartner Signature
Preston Thomas	Ashley Beluch
Print Name	Print Name
Chief Systems and Services Officer	Senior Contracts Specialist
Title	Title
June 30, 2025	June 19, 2025
Date	Date



Certificate Of Completion

Envelope Id: 8F689B64-6392-4284-BE20-2AF71742B6F6

Subject: Complete with Docusign: 2025-26 Amendment - Gartner with SO 00317303.2.pdf

Source Envelope:

Document Pages: 5 Signatures: 2
Certificate Pages: 1 Initials: 5

AutoNav: Disabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator: Ashley Beluch

56 Top Gallant Road Stamford, CT 06904

Ashley.Beluch@gartner.com IP Address: 136.226.51.104

Record Tracking

Status: Original

6/19/2025 8:57:20 AM

Holder: Ashley Beluch

Ashley.Beluch@gartner.com

Location: DocuSign

Signer Events

Ashley Beluch
Ashley.Beluch@gartner.com

Senior Contracts Specialist

GARTNER, INC.

Security Level: Email, Account Authentication

(None)

Signature

Ashley Beluch

Signature Adoption: Pre-selected Style Using IP Address: 136.226.51.104

Timestamp

Sent: 6/19/2025 8:57:37 AM Viewed: 6/19/2025 8:57:44 AM Signed: 6/19/2025 8:58:43 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Witness Events Notary Events	Signature Signature	Timestamp
	_	·
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	Signature Status	Timestamps
Notary Events Envelope Summary Events Envelope Sent	Signature Status Hashed/Encrypted	Timestamps 6/19/2025 8:57:37 AM
Notary Events Envelope Summary Events Envelope Sent Certified Delivered	Signature Status Hashed/Encrypted Security Checked	Timestamps 6/19/2025 8:57:37 AM 6/19/2025 8:57:44 AM



Board Office Use: Legislative File Info.			
File ID Number	24-1763		
Introduction Date	8/14/24		
Enactment			
Number	24-1367		
Enactment Date	8/14/2024 CJH		

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems and Services Officer

Susan Beltz, Chief Technology Officer

Meeting Date August 14, 2024

Subject Ratification of Service Order with Exhibit A - Terms of Service Between

Gartner, Inc., Stamford, CT and Oakland Unified School District for

information technology research and advisory services.

Contractor: Gartner, Inc.

Services For: July 1, 2024 - June 30, 2025

Ask of the □ Approve Services Agreement □ Ratify Services Agreement

Services Gartner, Inc. provides objective, rigorous research and expert analysts in

virtually all areas of information technology. The Technology Services Department has successfully used Gartner, Inc. for information technology research and advisory services for 2023-24 and is using this firm going

forward for the same services as previously provided.

Term Start Date: July 1, 2024 End Date: June 30, 2025

Not-To-Exceed Amount

\$48,387.00

Competitively

Bid

No. Professional Service Agreement of less than \$114,500.00

In-Kind Contributions No in-kind contributions

Funding Source(s)

\$48,387.00 from 2024-25 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing,

License Agreements, Districtwide

Background

The Technology Services Department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Successful decision-making in this area requires keeping pace with an ever-changing landscape of technology solutions and vendors. Gartner provides objective, rigorous research and expert analysts in virtually all areas of information technology. Ratification of this Agreement will enable OUSD to continue using this service to help ensure continued success on mission-critical technology priorities.

Attachment(s)

- Gartner Service Order
- Exhibit A Terms of Service

Gartner

GARTNER SERVICE ORDER ("SO") Q-00168834

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC.	OAKLAND UNIFIED SCHOOL	SUSAN BELTZ
56 TOP GALLANT ROAD	DISTRICT	OAKLAND UNIFIED SCHOOL
STAMFORD, CT 06902-7700	750 INTERNATIONAL BLVD	DISTRICT
UNITED STATES	OAKLAND, CALIFORNIA 94606-2902	1000 BROADWAY STE 440
	UNITED STATES	OAKLAND, CA 94607-4033
		UNITED STATES
		susan.beltz@ousd.org

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
IT Leaders Individual Access Advisor	1	Susan Beltz	12	1-JUL-2024 30-JUN-2025	USD 48,387.00
Total Fee Exclusive Of Applicable Tax					USD 48,387.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
IT Leaders Individual Access Advisor	https://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: Y e sPO Number: TBD

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above or promptly provided after execution of this SO. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

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.

4. SERVICE TERMS

This Service Order is governed by the Service Terms <u>attached</u> hereto as Exhibit A and constitutes the entire agreement between Gartner and Client for the Services. All defined terms not defined in this Service Order are defined in the Service Terms.

OAKLAND UNIFIED SCHOOL DISTRICT

GARTNER, INC.

Juson E and	Matthew Massa	
Client Signature	Gartner Signature	
Susan Beltz	Matthew Massa	
Print Name	Print Name	
Chief Technology Officer	Contracts Specialist	
Title	Title	
6/28/2024	July 2, 2024	
Date	Date	

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature: Date: 6/27/24

Name: Benjamin Davis

Title: President, Board of Education

Sign: Date: 8/15/2024

Name: Kyla Johnson-Trammell

Title: Superintendent & Secretary, Board of Education

Sign: *If Myhrofimel* Date: 8/15/2024

Exhibit A – Service Terms

Service Terms - Gartner, Inc.

These terms and conditions (the "Service Terms") for subscription-based research and related services are between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 ("Gartner") and Client and set forth the terms applicable to the use of Gartner products and services (the "Services") provided to Client or any of its Affiliates by Gartner or any of its Affiliates. For the purposes of these Service Terms, "Client" means the entity that is a party to the applicable Service Order with Gartner; "Affiliate" means any entity that, directly or indirectly, controls, is controlled by, or is under common control of a party; and "Control" means direct or indirect ownership of 50% or more of the stock or other interests entitled to vote for the election of the for governing body of the entity.

- 1. Service Orders. Service Orders (formerly called Service Agreements) set forth the Service(s) to be provided by Gartner (as more fully described in one or more "Service Descriptions"), the term of Client's license for such Services, and the fees payable by Client. The parties agree that each Service Order will be governed by these Service Terms unless otherwise agreed in writing in a Service Order. Service Orders are non-cancelable 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. In the event of an inconsistency between any provision of these Service Terms and a provision of a Service Order, the Service Order shall control during its term. A Service Description describes each Service purchased including the service name, levels of access and deliverables for each Service, sets forth any additional terms unique to a specific Service, is accessible via the hyperlink listed in the Service Order for the Service purchased in a Service Order or as attached to each Service Order, and in each case is incorporated by reference in the Service Order. Gartner may periodically update the service names, levels of access and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Order will be required.
- 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 the Service Order (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 internally, and quote or excerpt from the Services externally.
- 3. DISCLAIMER OF 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 FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES 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.
- 4. Confidential Information. Each party agrees to keep confidential any information communicated by the other party in connection with these Service Terms that (i) is clearly marked confidential if provided in written form, (ii) is preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure, or (iii) can be determined to be confidential by a reasonable person based upon the nature of the information disclosed and the circumstance of 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 the receiving party; (3) entered the public domain through no fault of the receiving party subsequent to the disclosing party's communication to the receiving party; (4) is in the receiving party 's possession free of any obligation of confidence at the time of the disclosing party's communication to the receiving party; or (5) is communicated by the disclosing party to a third party free of any obligation of confidence. Additionally, the receiving party may disclose such information to the extent required by legal process.
- Data Protection. In performing its obligations under the Service Order, Gartner and Client will each comply with all
 applicable data privacy legislation. In providing the Services, Gartner shall comply with its global privacy policy
 available at gartner.com/privacy.

6. Miscellaneous

(a) Assignability. Service Orders and these Service Terms 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 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 and all differences, disputes, claims, or controversies arising out of the parties' relationship, including without limitation those arising out of, relating to, or occurring in connection with these Service Terms, shall be finally settled through binding arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The parties specifically agree that any and all questions of arbitrability, as well as any challenge to the arbitral tribunal's jurisdiction, shall be resolved through arbitration under the administration of JAMS pursuant to the procedures outlined in this section. The decision of the arbitral tribunal shall be final and binding. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof and the parties agree to submit to the jurisdiction of any such court. 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. The Service Order and these Service Terms shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.
- (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. The Service Order and these Service Terms are for the benefit of the parties only. No third party shall have the right to (i) rely on the Services provided by Gartner, or (ii) seek to impose liability on Gartner as a result of the Services.
- (f) Early Access: When set out in Section 1 of the Service Order, Gartner shall provide Client with access to the Services for a period of time prior to the Start Date without charge ("Early Access"). Services during this period shall commence on or after the date set out in section 1 provided that Client has properly executed and returned the Service Order.
- (g) Surviving Clauses. Sections 3, 4, 5 and 6 (b), (c), (d), (e), (g) and (h) shall survive the termination of any Service Order.
- (h) Effective Agreement. These Service Terms, together with any Service Orders, set forth the entire agreement between the parties with respect to the subject matter hereof. These Service Terms supersede any previous agreements between the parties. Gartner may update the Service Terms from time to time and the new version of the Service Terms will apply prospectively.

Freeform Signing

Certificate Of Completion

Envelope Id: 4538132700BD4DFFA56F47AE2BBEEBC9 Status: Completed

Subject: Complete with Docusign: OAKLAND UNIFIED SCHOOL DISTRICT SA O# 2160061 July 2023.pdf

Source Envelope:

Envelope Originator: Document Pages: 4 Signatures: 1 Certificate Pages: 4 Initials: 0 Matthew Massa

AutoNav: Disabled 56 Top Gallant Road Envelopeld Stamping: Disabled Stamford, CT 06904

Time Zone: (UTC-08:00) Pacific Time (US & Canada) Matthew.Massa@gartner.com IP Address: 24.171.197.93

Record Tracking

(None)

Status: Original Holder: Matthew Massa Location: DocuSign

7/2/2024 9:23:07 AM Matthew.Massa@gartner.com

Signer Events Signature **Timestamp** DocuSigned by: Matthew Massa Sent: 7/2/2024 9:23:21 AM

Matthew Massa Matthew.Massa@gartner.com Viewed: 7/2/2024 9:23:28 AM -5726B8902B61482... Contracts Specialist Signed: 7/2/2024 9:25:13 AM

Gartner, Inc. Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 24.171.197.93

Electronic Record and Signature Disclosure:

Accepted: 7/14/2023 9:44:20 AM ID: 6f91b48a-0771-4dca-9adb-e7df8864d33d

In Person Signer Events	Signature	Timestamp		
Editor Delivery Events	Status	Timestamp		
Agent Delivery Events	Status	Timestamp		
Intermediary Delivery Events	Status	Timestamp		
Certified Delivery Events	Status	Timestamp		
Carbon Copy Events	Status	Timestamp		
Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	7/2/2024 9:23:21 AM 7/2/2024 9:23:28 AM 7/2/2024 9:25:13 AM 7/2/2024 9:25:13 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

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 â€~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

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 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.

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