

Gartner, Inc. Service Agreement for VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
(“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 1190 South Victoria Ave, Unit 200, Ventura, CA 93003-6507 (“Client”) for the Services (as defined below). 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 USD</u>	<u>Total Fee USD</u>
Executive Programs	Member	1	Leah Oliver	01-AUG-2024	31-JUL-2025		
				Term Total	(Excluding applicable taxes)		\$112,700.00
Executive Programs	Member	1	Leah Oliver	01-AUG-2025	31-JUL-2026		
				Term Total	(Excluding applicable taxes)		\$117,210.00
Executive Programs	Member	1	Leah Oliver	01-AUG-2026	31-JUL-2027		
				Term Total	(Excluding applicable taxes)		\$121,900.00
				Total Services:	(Excluding applicable taxes)		\$351,810.00

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2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Member	http://sd.gartner.com/sd_ep_member.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall 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.

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. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client: **Gartner, Inc.**
VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is 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.

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. **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. **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 30 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.

5. **Data Protection.** In performing its obligations under this SA, 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.** 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 (1) substantially all of the business or assets, or (2) any particular set of assets, business, product or service lines of a party, in each case, by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Dispute Resolution.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. 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 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.** 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 EXECUTIVE PROGRAMS MEMBER

Executive Programs Member (the “Service”) is for the most senior technology executive in the organization, typically the CIO. This Service provides client (“Client”) with an ongoing advisory relationship with Gartner and a thinking partner to contextualize Gartner insights.

DELIVERABLES

1. Client may designate one (1) Licensed User, referred to herein as “Member,” who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Research Experts
- Peer Experiences
- Gartner IT Symposium/Xpo™ with Exclusive Member Experience
- Executive Programs Events
- Executive Programs Research and related content
- Gartner for IT Leaders Research and related content
- IT Key Metrics Data
- IT Podcast Series

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team**

An Executive Partner with experience in senior technology executive roles and a client success manager will serve as the Member’s primary points of contact. They will help define and develop individualized strategies based on their priorities and initiatives (“member agenda”). The Member may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: virtual strategy meetings, research expert interactions, Gartner IT Symposium/Xpo attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Virtual strategy meetings between the Member and by invitation of the Member, one or more of the Member’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs research; the annual EXP CIO Agenda, or other relevant content; provide advice on issues of relevance to Member; and/or to drive the member agenda.

(b) **Value Reviews:** The Executive Partner will periodically conduct Value Reviews with the Member against the member agenda.

(c) **Access to Research Experts**

Inquiry: Access to Gartner experts associated with this Service. Participation is limited to the expert and the Member. Inquiry topic may be any area of Gartner-covered research so long as the purpose is to enhance the member agenda.

Prioritized Scheduling: Member is entitled to prioritized scheduling for inquiry and 1-on-1 sessions at Gartner IT Symposium/Xpo.

(d) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Facilitated Networking: Executive Partner will, upon request, arrange meetings with peers around a specific topic to discuss best practices or areas of expertise.

Peer & Practitioner Research: Includes peer benchmarks, best practices, case studies, tools, and templates.

(e) **Conferences and Events**

Attendance at Gartner IT Symposium/Xpo™ with Exclusive Member Experience: One non-transferable invitation to attend Gartner IT Symposium/Xpo, including standard Symposium entitlements plus an exclusive member experience that may include priority booking for onsite One-on-One meetings with Gartner experts, access to an Exclusive Member Lounge and meeting rooms in the Exclusive Member Meeting Center, and networking opportunities with peers and Gartner Service Delivery associates.

Executive Programs Events: Complimentary, nontransferable invitation to attend virtual content-based Gartner events, including regional CIO Leadership Forums, where available.

Offline Meetups: Access to designated program lounges at Gartner IT Symposium/Xpo.

(f) **Research Access**

Executive Programs Research and related content

Research Reports: Up to 12 (twelve) reports per year covering Gartner-selected topics on areas where business and IT intersect (schedules are approximations and are dependent on the publication schedule of relevant research). Includes associated tools and teleconferences hosted by Executive Programs authors to discuss topics of their reports.

Business Research and related content: Targeted to CIOs, CFOs, and other business executives.

Gartner for IT Leaders Research and related content: Includes Gartner Core IT and Role-specific Research and IT Podcast Series.

(g) **IT Key Metrics Data:** Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

(h) **IT Podcast Series:** A subscription-based podcast series featuring Gartner experts' perspectives on business priorities and challenges on topics in information technology.

ADDITIONAL USAGE INFORMATION

The invitation or "Ticket" is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are not transferable within the client company and may not be transferred to another company. A single Ticket may not be used by more than one (1) individual, and may not be used for admission to any conference other than Gartner IT Symposium/Xpo Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of [gartner.com](https://www.gartner.com).