



DIR-CPO-5253 APPENDIX D

Gartner, Inc. Services Agreement for FORT BEND COUNTY (“Customer”)

This Service Agreement (“SA”) and DIR Contract No. DIR-CPO-5253 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 (“**Gartner**”) and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services (“DIR”) Contract No. DIR-CPO-5253 (the “DIR Contract”) between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. In the event of a conflict between this SA and the DIR Contract, the DIR Contract shall control. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No DIR-CPO-5253.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

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 Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

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	Service Period 2
IT Leaders Individual Access Advisor	1	Robin Stone-Loftin	22	1-JAN-2025 31-OCT-2026	10 months	
IT Leaders Individual Access Advisor	1	Kathleen McCreavey	22	1-JAN-2025 31-OCT-2026	10 months	
Total Fee Exclusive Of Applicable Tax					USD 61,386.00	USD 73,662.00

This Service Agreement will add on the license(s) set out in the Order Schedule above (“Add-on License”) to those Services in Service Agreement 00383210.0 between the parties hereto (“Agreement”). Upon expiry of this Service Agreement, Client has the option to renew the Add-on License with the renewal of the licenses in the Agreement or in another standard service configuration.

“Due to the multi-year term of this Service Agreement, Customer expressly waives its right in section “11.2.3 Termination for Convenience” of DIR Appendix A Standard Contract Terms and Conditions Cooperative Contracts. Customer retains rights in section “11.2.1 Termination for Non-Appropriation” of DIR Appendix A. This Service Agreement shall automatically renew at the prices set forth herein unless Gartner receives written notice from Customer requesting an adjustment to the annual fees to match the then-current contract fees. Such notice must be received by Gartner at least ninety (90) days prior to the Contract Term Start Date of the renewal year to be modified. Once Services for a renewal year commence, it is noncancellable. Any additional or renewal purchases shall be at the then-current contract fees”

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

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Appendix A of the DIR Contract. 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, Customer 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 americascontracts@gartner.com.

CUSTOMER BILLING INFORMATION

Robyn Doughtie
Invoice Recipient Name

robyn.doughtie@fortbendcountytexas.gov
Invoice Recipient Email

500 Liberty St Ste 212, Richmond, TX, 77469-3500
Billing Address

Purchase Order Number

+1 (281) 341 4574
Invoice Recipient Tel. No.

4. AUTHORIZATION

FORT BEND COUNTY

GARTNER, INC.

DocuSigned by:
Alexandra Canizales
9EC299859525461...

Signature

Print Name

Title

Date

Signature

Alexandra canizales

Print Name

Asst Contracts Manager

Title

January 6, 2025

Date



General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to the DIR Contract.
2. **Services** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. **Modification of Services by Vendor.** In order to remain current and timely in its Service offerings, Vendor may make minor improvements from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. **Licensed User** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.

5. **Ownership and Use of the Services.** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the **Usage Guidelines for Gartner Services** ("**Guidelines**"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, except from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's **Copyright and Quote Policy** which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.

6. **Access to the Services.** ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.

7. **Monitoring of Usage.** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED BY THE DIR CONTRACT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR 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. CUSTOMER 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. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN.

9. **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.

10. **Customer Confidential Information.** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor 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 Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

Certificate Of Completion

Envelope Id: B53C7CDE-10C1-4E08-A4C8-E1158BECBDE0	Status: Completed
Subject: Complete with Docusign: FORT BEND COUNTY SO January 2025 Gartner signed.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 2
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Alexandra Canizales
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	56 Top Gallant Road
	Stamford, CT 06904
	Alexandra.Canizales@gartner.com
	IP Address: 69.247.37.244


Record Tracking

Status: Original	Holder: Alexandra Canizales	Location: DocuSign
1/6/2025 7:13:15 AM	Alexandra.Canizales@gartner.com	

Signer Events

Alexandra Canizales
 Alexandra.Canizales@gartner.com
 Asst Contracts Manager
 Gartner Inc
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9EC299859525461...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 69.247.37.244

Timestamp

Sent: 1/6/2025 7:13:21 AM
 Viewed: 1/6/2025 7:13:34 AM
 Signed: 1/6/2025 7:13:50 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Accepted: 10/15/2024 9:42:44 AM
 ID: 019e1854-27e8-4ccc-bdc9-5d5027f92e67

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	Hashed/Encrypted	1/6/2025 7:13:21 AM
Certified Delivered	Security Checked	1/6/2025 7:13:34 AM
Signing Complete	Security Checked	1/6/2025 7:13:50 AM
Completed	Security Checked	1/6/2025 7:13:50 AM

Payment Events	Status	Timestamps
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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.

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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

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.

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 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 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.

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- 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.