Gartner

GARTNER SERVICE ORDER ("SO") Q-00161833

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	CITY OF AURORA 44 E DOWNER PL AURORA, ILLINOIS 60505-3302 UNITED STATES	MICHAEL PEGUES CITY OF AURORA 44 E DOWNER PL AURORA, IL 60505-3302 UNITED STATES mpegues@aurora-il.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	Service Period 2	Service Period 3
Executive Programs Member Basic	1	Michael Pegues	36	1-JUN-2024 31-MAY-2027	USD 66,812.00	USD 70,153.00	USD 73,660.00
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	1	TBD	36	1-JUN-2024 31-MAY-2027	USD 75,000.00	USD 78,000.00	USD 81,100.00
Total Service Period Fee Exclusive Of Applicable Tax					USD 141,812.00	USD 148,153.00	USD 154,760.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Executive Programs Member Basic	https://sd.gartner.com/sd_ep_member_basic.pdf
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	https://sd.gartner.com/sd_techpro_advisor_smb.pdf

3. PAYMENT TERMS

Invoicing Period	Total Fee (exclusive of applicable tax)
1-Jun-24 through 30-Nov-24	USD 70,906.00
1-Dec-24 through 31-May-25	USD 70,906.00
1-Jun-25 through 30-Nov-25	USD 74,076.50
1-Dec-25 through 31-May-26	USD 74,076.50
1-Jun-26 through 30-Nov-26	USD 77,380.00
1-Dec-26 through 31-May-27	USD 77,380.00

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Semi-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 attached 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.

CITY OF AURORA	**GARTNER, INC.**

DocuSigned by:

Ciceley Sioma

9EG6D1141944441...

_____   _____
Client Signature   *Gartner Signature*

                                          Ciceley Sioma
_____   _____
Print Name   *Print Name*

                                          Contracts Specialist
_____   _____
Title   *Title*

                                          July 10, 2024
_____   _____
Date   *Date*

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 the City of Aurora, an Illinois home rule municipal corporation, ("Client" or "City") 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. Upon prior written notice to Client, 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.

a) Standard of Performance. Gartner shall perform all Services set forth in this Agreement and Service Order, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Gartner shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Gartner shall ensure that Gartner and all of its employees or subcontractors performing Services under this Agreement and Service Order shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with

applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement.

b) 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.

c) Payment. Gartner shall invoice the City for its Services rendered in the amount and with the frequency set forth in the Service Order. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

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. Subject to the Freedom of Information Act, 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.

5. 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. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice 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.

7. Illinois Freedom of Information Act. Gartner acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within a commercially reasonable period of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all third-party claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

8. Indemnification,Insurance, and Limitation of Liability

   (a) Insurance. Gartner shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.

(b) Indemnification. Gartner shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all third-party claims, losses, damages, costs and expenses, relating to bodily injury, death or dismemberment of any person or damage to any real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the provision of Services under this Agreement..

(c) Limitation of Liability. Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Gartner or its employees, Gartner's total liability arising out of this Agreement and the provision of the Services shall be limited to the fees paid by the City under the specific Service Agreement under which such liability arises.

(d) Non-Wavier. Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

INSURANCE REQUIREMENTS

Gartner, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Gartner's operations.

Gartner shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

      (1)   Worker's Compensation Insurance - Statutory amount.

      (2)   General Liability Insurance:

            (a) $1,000,000 per occurrence and $2,000,000 general aggregate

            (b) $500,000 per occurrence for Property Damage

            (c) $1,000,000 per occurrence for Personal Injury

      (3)   Auto Liability Insurance:

            (a)   Bodily injury with limits not less than $1,000,000

            (b)   Property damage with limits not less than $500,000

      (4)   Umbrella excess liability of $1,000,000 per occurrence, $2,000,000 aggregate

Gartner shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. Gartner shall pay all insurance premiums without cost to the City.

DocuSign

Certificate Of Completion

Envelope Id: 066AF9C475F3474F9C6C13DE8C146820

Subject: Complete with Docusign: SO_CITY OF AURORA_00218741.4_2024-07-09_CA_Upload.pdf

Source Envelope:

Document Pages: 8	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 7	Ciceley Sioma
AutoNav: Disabled		56 Top Gallant Road
EnvelopeId Stamping: Disabled		Stamford, CT 06904
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		ciceley.sioma@gartner.com
		IP Address: 73.156.205.145

Status: Completed

Record Tracking

Status: Original	Holder: Ciceley Sioma	Location: DocuSign
7/10/2024 6:58:22 AM	ciceley.sioma@gartner.com	

Signer Events	Signature	Timestamp
Ciceley Sioma ciceley.sioma@gartner.com Contracts Specialist Security Level: Email, Account Authentication (None)	DocuSigned by: *Ciceley Sioma* 9EC6D1141944441... Signature Adoption: Pre-selected Style Using IP Address: 73.156.205.145	Sent: 7/10/2024 6:58:30 AM Viewed: 7/10/2024 6:58:41 AM Signed: 7/10/2024 7:00:01 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

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2024 6:58:30 AM
Certified Delivered	Security Checked	7/10/2024 6:58:41 AM
Signing Complete	Security Checked	7/10/2024 7:00:01 AM
Completed	Security Checked	7/10/2024 7:00:01 AM

Payment Events	Status	Timestamps