Master Client Agreement – Gartner Canada Co.

This **MASTER CLIENT AGREEMENT** (the "MCA" or "Master Client Agreement") for is between:

Gartner Canada Co. of 5000 Yonge Street, 14th Floor, Suite 1402, Toronto ON, M2N 7E9 Canada ("Gartner");

and

His Majesty the King in right of the Province of British Columbia (the "Province" or the "Client").

Whereas:

- A. this MCA sets forth the general terms applicable to the use of Gartner subscription-based research and related products and services (the "<u>Services</u>") provided to Client as further described with corresponding pricing in Appendix 2 – *Services and Pricing*; and
- B. the parties wish to voluntarily enter into this non-exclusive MCA; and
- C. BPS Entities may wish, but are not obliged, to enter into agreements with Gartner on terms and conditions substantially similar to the terms of this MCA.

Now therefore in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

1. Administration and Administration Fees.

- (a) This MCA with the Province, excluding Service Agreements (which will be administered on behalf of the Province as set out in the particular Service Agreement) will be administered on behalf of the Province by the Ministry of Citizens' Services as may be renamed or continued from time to time through its "Contract Manager", or such other Province designated personnel, as notified in writing from the Province from time to time. For greater certainty, the Contract Manager includes that person's superior and authorized delegates.
- (b) Gartner acknowledges that under any Service Agreement (including a: (i) Service Agreement in place with a ministry, agency, board, commission, office or other body of the Province under this MCA; and (ii) any Service Agreement in place with a BPS Entity under a BPS Entity Agreement), Gartner will be required to remit to the Province an administration fee of one percent (1%) of all fees (exclusive of any delivery costs and applicable taxes) under such Service Agreements as further described in this section 1. This administration fee is not intended to be absorbed by Gartner; Gartner will include the administration fee in the pricing for the Services it offers to the Client.
- (c) Gartner agrees to submit to the Province at the contact below a cheque for one percent of all fees under each Service Agreement (exclusive of applicable taxes), payable to the Minister of Finance, for Service Agreements entered into during the relevant reporting period as set out below:

Procurement Services Branch PO BOX 9451 Stn Prov Gov Victoria BC V8W 9V7 The cheque must clearly identify the Service Agreements and the relevant quarter and must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

- (d) In addition to paragraphs (b) and (c) above in this section 1, Gartner agrees to submit to the Province a quarterly report setting out the Service Agreements for all orders placed during the relevant quarter and the corresponding administrative fees remitted. The following will apply to the quarterly reports:
 - (i) the quarterly reports will be submitted to <u>CSA@gov.bc.ca</u>, or to such other address as the Province may indicate, by the due dates identified in that paragraph;
 - (ii) the quarterly reports will identify each order placed pursuant to a Service Agreement, and will identify the purchasing "Client", the Service purchased, and the fees;
 - (iii) the quarterly reports may be checked by the Province against provincial financial records to verify accuracy and the Province will notify Gartner of any discrepancy;
 - (iv) in the case of any identified discrepancy between the quarterly reports and the Province's financial records, Gartner will have 30 calendar days from the date that Gartner is informed of such discrepancy to respond to or rectify the report;
 - (v) the quarterly reports will be in MS Excel format, or as otherwise directed in writing by the Province, and completed in the form of the report template as provided and updated from time-to-time by the Province; and
 - (vi) for greater certainty, Gartner will provide a quarterly report whether or not any orders are received under a Service Agreement in that quarter.

2. Application.

This MCA is open to any ministry, agency, board, commission, office or other body that is part of His Majesty the King in right of the Province of British Columbia from time to time that requires Services under this MCA.

3. Service Agreements.

- (a) Service Agreements set forth the Service(s) to be provided by Gartner (as more fully described in one or more "<u>Service Descriptions</u>), the term of Client's license for such Services, and the fees payable by Client for such Services as set out in Appendix 2 – Services and Pricing. A sample Service Agreement template is attached at Appendix 1. Notwithstanding any provision to the contrary in this MCA or in any Appendix to this MCA (including Appendix 2 – Services and Pricing), any updates to the Services and/or pricing in Appendix 2 – Services and Pricing will be subject to the agreement of Gartner and the Province and, if so agreed, will be documented in a written amendment to this MCA.
- (b) The fees set forth in Service Agreements must not be more than Gartner's then current standard public sector pricing, plus the applicable administration fee as described in section 1(b) of this MCA, having regard to the particular quantity and duration of the Service(s) ordered. Upon request by Client, Gartner must make available to Client evidence of such standard public sector pricing or certify that the fees set forth in the Service Agreements in question are not more than such standard public sector pricing.

- (c) The fees set forth in Service Agreements will be in Canadian currency unless otherwise stated.
- (d) Either party may terminate a Service Agreement for material breach, upon 30 days prior written notice, if the breach is not cured within the notice period, provided that such breach can be reasonably cured.
- (e) In addition, except for any metered Services, such as Strategic Advisory Services or event tickets, or unless expressly waived in a Service Agreement, Client may terminate a Service Agreement for any reason at any time upon 30 days prior written notice. In the event of termination of a Service Agreement under this paragraph (e) before the expiry of a minimum purchase period for a Service for a reason other than for material breach, the applicable Client referred to in the Service Agreement will pay Gartner:
 - (i) any unpaid portion of the fees for the portion of the Services provided to the date of termination; or
 - (ii) the difference between the fees that would have been charged Client for the Service for the period up to the date of termination had the Client selected shorter minimum purchase period(s) and the discounted fees paid or payable under (i).

Payment made by an applicable Client pursuant to this paragraph (e) will discharge the applicable Client from all liability to Gartner under the Service Agreement.

- (f) In the event of an inconsistency between any provision of this MCA and a provision of a Service Agreement, this MCA shall control during its term. Notwithstanding the foregoing, in the event any service entitlements set forth in a Service Description conflict with the *Gartner Usage Policy* (as defined in s. 4(a) below), the service entitlements set forth in the Service Description shall prevail over the *Gartner Usage Policy* during the Service Agreement term.
- (g) For Services provided to the Province pursuant to a Service Agreement, Gartner will invoice the Province ministry, agency, board, commission, office or other body as the Province identifies and requests in the Service Agreement. Each invoice will comply with the requirements of the Client's "Core Policy and Procedures Manual" (as may be accessed at http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm).
- (h) In performing its obligations under this MCA, Gartner will comply with all applicable laws, including applicable occupational health and safety laws such as the *Workers Compensation Act* (British Columbia) or similar laws in other jurisdictions.
- (i) In the event Client provides Gartner with access to any Client site to provide any Services, Gartner will comply with Client's reasonable instructions and procedures relating to occupational health and safety and security at the site.

4. Ownership and Use of the Services.

- (a) Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in the Service Agreement (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* ("Gartner Usage Policy"), which is accessible to all Licensed Users via the "Policies" section of gartner.com and, more specifically: www.gartner.com/en/about/policies/overview. 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.
- (b) Notwithstanding any existing or future provision to the contrary under this MCA, including the Gartner Usage Policy, and without limiting any exceptions to infringement under the Copyright Act (Canada), Gartner agrees that any right granted to excerpt from Gartner research documents includes, without restriction or requirement to purchase any additional entitlement,

the rights to backup and archive the Client records containing such excerpts and to keep those records both during and after the term of the applicable Service Agreement in accordance with Client's policies and applicable law, including the *Information Management Act* (British Columbia). Gartner agrees that any entitlement under a Service Agreement to share any Client record containing a permitted excerpt from a Gartner research document that is limited to within the Client organization and is in accordance with the *Gartner Usage Policy* includes the right, without requirement to purchase any external entitlement, to share that record with an independent contractor providing services to the Client provided that the independent contractor only uses the excerpts in the record for providing the services to Client. For avoidance of doubt, independent contractors shall not have access to research notes unless the independent contractor is a Licensed User, as further provided for in the *Gartner Usage Policy*.

(c) No existing or future provision in the *Gartner Usage Policy* or other document incorporated by reference in a Service Agreement (including to a Service Description URL) obliging Client or Licensed Users to defend, save harmless or give an indemnity will have any force or effect unless expressly set out and agreed to by Client in the Service Agreement and compliant with the *Financial Administration Act* (British Columbia), including its *Guarantee and Indemnities Regulation*.

5. 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.

6. Indemnification and Insurance

- (a) Gartner must indemnify and save harmless the Client and the Client's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Client or any of the Client's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this MCA ends, (each a "Loss") to the extent that the Loss is directly or indirectly caused or contributed to by
 - (i) any act or omission by Gartner or by any of Gartner's agents, employees, officers, directors or subcontractors in connection with this MCA; or
 - (ii) any representation or warranty of Gartner being or becoming untrue or incorrect.
- (b) The indemnification by Gartner pursuant to section 6(a) is limited to:
 - (i) \$2,000,000 per Loss; and
 - (ii) \$4,000,000 in the aggregate for all Losses.
- (c) The limitations set out in section 6(b) do not apply to a Loss resulting from or relating to any of the following:
 - (i) bodily injury or damage to real property or tangible personal property;

- (ii) third-party intellectual property rights; or
- (iii) breach of confidentiality obligations, including Gartner's obligations for personal information as set out in section 7(c) below.
- (d) To claim indemnification for a Loss pursuant to section 6(a), the Client must notify Gartner in writing of the Loss as soon as reasonably practicable after the Client becomes aware of the Loss provided that a failure by the Client to provide such notification will not invalidate the claim unless Gartner is materially prejudiced by that failure.
- (e) If the Loss is on the basis of a third-party claim that any element of the Services infringes the intellectual property rights of any person,
 - then, without limiting section 6(a), Gartner must defend the Client against that claim at Gartner's expense and Gartner must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreement agreed to by Gartner; and
 - (ii) subject to the Attorney General Act (British Columbia) and other applicable laws, the Client and Gartner will cooperate in the defence of the claim and, where appropriate in the discretion of the Client, Client will allow Gartner to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations, except that Gartner must not agree to any settlement impacting Client without Client's prior written authorization.
- (f) At its own expense Gartner will maintain with licensed insurers, such insurance covering the liabilities and obligations of Gartner under this MCA as would be maintained by a reasonable and prudent operator of any business similar to that of Gartner. If requested by the Client at any time, Gartner shall provide evidence of such insurance.

7. Client Confidential Information.

- (a) Gartner agrees to keep confidential all Client-specific information communicated by Client to Gartner in connection with this MCA, including personal information. 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 applicable law.
- (b) For greater certainty, Gartner agrees to keep confidential any metadata generated by Client's use of the Services that identifies the Licensed User or Client. However, Gartner may disclose such metadata to a third party under obligation of confidentiality to Gartner that is restricted to using such information for the sole purpose of providing services to Gartner.
- (c) Notwithstanding the exceptions listed above in this section 7, Gartner must protect "personal information", as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), and the *Personal Information Protection Act* (British Columbia), to the fullest extent possible as permitted under those Acts and any other applicable laws. For clarity, this applies to personal information which is collected or created by Gartner as a result of this MCA or any previous agreement between the Client and Gartner dealing with the same subject matter as this MCA.
- (d) Gartner consents to the Province disclosing any Gartner information related to this MCA (including details regarding Services and pricing) to any BPS Entity to enable that BPS Entity to

consider or enter into an agreement with Gartner on similar terms and conditions as this MCA.

8. Terms Available to BPS Entities

- (a) In this section, "BPS Entity" means any "government organization" or "local public body", as those terms are defined in the *Procurement Services Act* (British Columbia), that is on the Province's CSA users list at <u>https://www2.gov.bc.ca/gov/content/bc-procurement-resources/buy-for-government/goods-and-services-catalogue/supply-arrangements-faq/csa-users-list</u> or such other list or website as the Province's Contract Manager gives notice of in writing. For greater clarity, a BPS Entity is not part of the Province.
- (b) Gartner agrees to enter into a Master Client Agreement on similar terms and conditions as this MCA with the Province ("Province MCA") with any BPS Entity that requests to do so, but with the BPS Entity as the "Client" (as opposed to the "Province") (each a "BPS Entity Agreement"). For clarity, the scope and pricing of any BPS Entity Agreement will be the same as the scope and pricing as set out in Appendix 2 *Services and Pricing* of this MCA. For greater certainty, nothing in this Province MCA will preclude a BPS Entity from entering into a different agreement with Gartner or separately procuring services similar to the Services described in this MCA from Gartner or any other party.
- (c) For greater certainty, a BPS Entity Agreement will not result in the Province and the BPS Entity being jointly liable under the Province MCA or the BPS Entity Agreement. A breach by the BPS Entity of its BPS Entity Agreement will not result in a breach by the Province of that BPS Entity Agreement or of the Province MCA and a breach by the Province of the Province MCA will not result in a breach by any BPS Entity of its BPS Entity Agreement or the Province MCA.

9. Term of the MCA

This MCA has a term of one (1) year from the date of execution by both parties, provided however that the Province may, in its sole discretion, extend the term of this MCA (on the same terms and conditions) for one additional one-year period by notifying Gartner of the Province's intent to exercise such extension at least 45 days before the expiration of this MCA. Notwithstanding the term, the Client may enter into a Service Agreement during the term of this MCA that may extend beyond the expiration of this MCA. If such a Service Agreement is entered into between Gartner and the Client before the expiry or termination of this MCA, and such purchase has a minimum purchase period which expires after the expiry or termination of this MCA, Gartner shall continue to provide that good or service to the Client until the expiry of that minimum purchase period. For clarity, a minimum purchase period may apply to subscription-based services under this MCA.

10. Termination

The Client may terminate this MCA at any time for any reason. For greater certainty, only the Contract Manager may terminate this MCA on behalf of the Client. Notwithstanding the foregoing, the terms of this MCA shall continue to apply for the minimum purchase period remaining in any outstanding Service Agreement.

11. Fees Subject to Financial Administration Act

Client's obligation to pay money to Gartner is subject to the *Financial Administration Act* (British Columbia), which makes that obligation subject to an appropriation being available in the fiscal year of the Client during which payment becomes due, and Treasury Board not having controlled or limited expenditure under that appropriation. In case of Client not being able pay for any additional term of a multi-year Service Agreement due to non-appropriated funds, Client will terminate the affected Service Agreement upon at least 30 days written notice to Gartner prior to the annual term start date set forth in the applicable Service Agreement.

12. Non-resident Income Tax and Tax Verification Schedule

- (a) If Gartner is not a resident in Canada, Gartner acknowledges that the Client may be required by law to withhold income tax from the fees described in this MCA and then to remit that tax to the Receiver General of Canada on the Gartner's behalf.
- (b) Any terms set out in the attached Appendix 3 Tax Verification Schedule apply to this MCA.

13. Dispute Resolution

- (a) In the event of any dispute between the parties arising out of or in connection with this MCA, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (i) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (ii) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (iii) if the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration administered by a single arbitrator pursuant to the *Arbitration Act* (British Columbia).
- (b) Unless the parties otherwise agree in writing, an arbitration or mediation under section 13(a) will be held in Victoria, British Columbia.
- (c) Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must equally share the costs of an arbitration or mediation under section 13(a) other than those costs relating to the production of expert evidence or representation by counsel.
- 14. Notice
 - (a) Unless otherwise specified in this MCA, any notice contemplated by this MCA, to be effective, must be in writing and in English and will be conclusively deemed validly given to and received by the addressee if:
 - (i) Delivered personally or by recognized courier service, on the date of delivery; or
 - (ii) Mailed by prepaid registered mail, on the third Business Day after the mailing of the same:

addressed, as the case may be, to the Province at:

Ministry of Citizens' Services PO Box 9476 Citizens' Services Victoria, British Columbia V8W 9W6

Attention: Ming Yin Email: procurement@gov.bc.ca

or to Gartner at:

Gartner Canada Co. One Yonge Street 16th Floor, Suite 1600 Toronto, ON M5E 1E5

Attention: Ben Ferraro, Senior Manager, Sales Email: ben.ferraro@gartner.com

- (b) In addition to paragraphs (a) (i) and (ii) above in this section 14, notice will be deemed validly given to and received by the addressee if the notice is sent to the addressee's email address specified above, it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours (being 8:30 am to 4:30 pm Pacific Time on a Business Day) of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day. Notwithstanding the foregoing, if the sender of an email notice receives a pre-programmed or automated rule-based reply (such as an "undeliverable" or "out-of-office" reply) or another objective reason for the sender to believe that the email was not promptly received, the notice will not be deemed to have been validly given. In this MCA, "Business Day" means a day, other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) Either party may, from time to time, advise the other party by notice in writing of any change to its contact information as set out above, and from and after the giving of such notice, the applicable contact information specified in the notice will, for the purposes of this Agreement, be conclusively deemed to be the current contact information of the Province or the Gartner, as applicable.

15. Miscellaneous

- (a) Assignability. This MCA 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 substantially all of the business or assets of a party by merger or acquisition, or as otherwise authorized by law. Where consent is required, it will not be unreasonably withheld.
- (b) **Applicable Law.** This MCA, including any Service Agreements, shall be governed by, interpreted and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (c) **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.
- (d) No Publicity. Absent prior written consent of the other party, neither party shall refer for promotional purposes to Client being a customer of Gartner or the parties having entered into this MCA. Gartner hereby consents to the Province making reference to the Province being a customer of Gartner and the parties having entered into this MCA on the Province's web pages listing agreements accessible to BPS Entities as well as providing this MCA and any necessary information upon request by a BPS Entity to enable that BPS Entity to consider or enter into an agreement with Gartner on similar terms and conditions as this MCA.
- (e) Fettering. Nothing in or under this MCA, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, may require the Client to act contrary to its "Standards of Conduct" or "Core Policy and Procedures Manual", or to act contrary to or interfere with or otherwise fetter the exercise by the Client of any statutory, prerogative, executive or legislative power or duty.
- (f) **No Third Party Beneficiaries**. Subject to section 8, this MCA is for the benefit of the parties only.
- (g) **Surviving Clauses**. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15 (b), (c), (d), (e), (f), (g) and (h) shall survive the termination of this MCA.
- (h) Entire Agreement. This MCA, together with any Service Agreements, sets forth the entire

agreement between the parties with respect to the subject matter hereof. This MCA supersedes any previous agreements between the parties and may be signed in counterparts. No modifications may be made except in writing signed by both parties. For greater certainty, only the Contract Manager or other Client designated personnel may modify this MCA on behalf of the Client.

- (i) *Interpretation*. Unless expressly stated otherwise in the MCA or unless the context otherwise requires:
 - a reference to any enactment, whether or not that enactment has been defined, means an enactment of the Province of British Columbia, and includes all current and subsequent amendments to it, the regulations under it and any enactment passed in substitution therefore or replacement thereof;
 - (ii) words and defined terms, importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
 - (iii) any approval, consent, authorization, option, right or other discretion exercisable by the Province will be in the Province's sole, absolute and unfettered discretion, and may be conditional;
 - (iv) any reference in the body of this MCA to an "article", "section", "subsection", or "paragraph" by number or letter is a reference to the appropriate article, section, subsection, or paragraph in the body of this MCA; and
 - (v) the words "includes" and "including" are not intended to be limiting.

16. Execution by Counterpart.

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment will be effective to the same extent as if a party had delivered a manually executed counterpart.

AGREED by the parties through their duly authorized signatories on the dates below.

GARTNER CANADA CO.

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Citizens' Services

Authorized Signature:	Authorized Signature:
DocuSigned by:	
Melissa Mckay 38838E34258B4E6	Bopaven.
Date: March 31, 2023	Date: MAR 31 2023
Printed Name and Title:	Printed Name and Title: Ter Spaven, ADM.
Melissa McKay Manager	and a serie of the total

Appendix 1 – Service Agreement (Template)

Gartner Canada Co. Service Agreement for _____("<u>Client</u>")

This Service Agreement ("<u>SA</u>") is between **Gartner Canada Co.** of 5000 Yonge Street, 14th Floor, Suite 1402, Toronto ON, M2N 7E9 Canada ("<u>Gartner</u>"), on behalf of itself and all wholly-owned affiliates of Gartner, Inc., and Client of

<Insert Client name and Client Address> ("Client"), and includes the Master Client Agreement between Gartner and Client or Client's parent or affiliate dated <Insert Month/Year> the terms of which are incorporated by reference, and all applicable Service Descriptions and corresponding pricing. This SA constitutes the complete agreement between Gartner and Client. 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</u> <u>Name</u>	<u>Level of</u> <u>Access</u>	<u>Quantity</u>	<u>Name of</u> <u>User to be</u> <u>Licensed</u>	<u>Contract</u> Term Start <u>Date</u>	<u>Contract</u> <u>Term End</u> <u>Date</u>	<u>Annual Fee</u> <u>\$</u>	<u>Total Fee</u> <u>\$</u>
				Total	(Excluding		
				Services:	applicable		
					sales tax)		

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL

3. PAYMENT TERMS

Unless otherwise expressly agreed to by Gartner and the Client in this SA, Gartner will invoice Client annually in advance for all Services. Payment is due within 30 days from the Client's receipt of the invoice for Services. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by applicable law or under a Governmental Authority (a "<u>Governmental Authority</u>" means any court, tribunal, or governmental department, or Ministry commission, board, bureau, agency, or instrumentality of Canada, or of any Canadian province, territory, county, municipality, city, town, or other Canadian domestic political jurisdiction, and having or purporting under applicable law to have jurisdictions over the subject of this Services Agreement or over any party to this Services Agreement) upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

If any of the Services are to be delivered on-site at Client locations across the Province of British Columbia, then Gartner will ensure that it provides appropriate personnel to provide such Services on-site, as required.

Any Pre-approved travel expenses in relation to the products and/or services, if applicable, will be reimbursed at the Province's Group One rates (see https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf).

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 <u>purchaseorders@gartner.com</u>. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

5.

Purchase Order Number	Billing Address	
Invoice Recipient Name	Invoice Recipient Email	Invoice Recipient Tel. No.
AUTHORIZATION		
Client:	Gartner Canada	Co.
Signature/ Date	Signature/Date	
Print Name and Title	Print Name and T	ītle

Master Client Agreement - Gartner

Appendix 2

Services and Pricing

Year 2023 prices are effective for purchase orders received on or before December 31, 2023. The service start date shall be no later than January 1, 2024. Gartner reserves the right to refresh its products offerings for all clients on a quarterly basis.

GARTNER RAS SUBSCRIPTIONS

Year 2023

CIOs

Gartner for CIOs Gartner for CIOs is an executive-level, role-based seat offering, designed for a CIO that prefers a self-directed Gartner experience. Gartner for CIOs is available in two versions, Team Plus and Individual Access Portfolio. See service descriptions for more information about the versions of these products.

Gartner for CIOs Individual Access ¹		
Individual Access Advisor	Single User	88,384
	Multi-User	80,304
Gartner for CIOs Team Plus ²		
Team Leader		80,304
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Plus Members)		57,980
Cross Function Team Member		41,819

Executive Subscription: Gartner Executive Programs

Gartner Executive Programs Leadership provides value to CIOs and senior IT executives through trusted insights, strategic advice, practical solutions and peer-tested best practices, with services proactively contextualized by an aligned expert peer partner. Executive Programs delivers value to our clients by helping them continually align, assess and adjust to deliver better business results.

Executive Programs Individual Access 1		
Individual Access Member	Single User	138,566
	Multi-User	121,112
Executive Programs Leadership Team ²		
Team Leader		123,940
IT Executive Team Member or IT Executive Team Leader (IT Executive Team Leader must purchase IT Leadership Team Members)		123,940
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team Members)	Invitation Only	118,485
Delegate Team Member or Delegate Team Leader	Renewal Only *	72,223

Master Client Agreement – Gartner

GARTNER RAS SUBSCRIPTIONS		Year 2023
(Delegate Team Leader must purchase coterminous IT Leadership Team Members)		
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Members)		46,768
Cross Function Team Member		35,859
Role Team Member		25,253
Team Leader		134,849
Executive Programs Leadership Team Plus ²		
IT Executive Team Member or IT Executive Team Leader		134,849
(IT Executive Team Leader must purchase IT Leadership Team Plus Members)		101,010
Partner Team Member or Partner Team Leader (Partner Team Leader must purchase Enterprise IT Leadership Team Plus Members)	Invitation Only	129,192
Delegate Team Member or Delegate Team Leader (Delegate Team Leader must purchase IT Leadership Team Plus Members)	Renewal Only ⁶	78,586
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Plus Members)		51,112
Cross Function Team Member		38,889

Data and Analytics

Province of British Columbia

Gartner for CDAOs is designed to empower Chief Data analytics organization that is core to the business strat		d lead a data and
Gartner for CDAOs Individual Access ¹		
Individual Access Advisor	Single User	87,071
	Multi-User	79,293
Gartner for CDAOs Team ²		
Team Leader		79,293
Team Member		51,718
Tech Professional Team Member		20,102

Executive Service: Gartner for CDAOs Executive Gartner for Gartner for CDAOs Executive offers access to the resources of Gartner for CDAOs with the added value of contextualized support from an aligned CDAOs expert.

Gartner for CDAOs Executive Individual Access 1

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GARTNER RAS SUBSCRIPTIONS		Year 2023
Individual Access Advisor	Single User	170,000
	Multi-User	154,546
Gartner for CDAOs Executive Team ²		
Team Leader		154,546
Team Member		58,081
Tech Professional Team Member		23,132

InfoSec / Cybersecurity

Gartner for CISOs Individual Access ¹		
Individual Access Advisor	Single User	87,071
	Multi-User	79,293
Gartner for CISOs Team ²		
Team Leader		79,293
Team Member		51,718
Tech Professional Team Member		20,102
Executive Service: Gartner for CISOs Exect Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert		d value of
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert.	the resources of Gartner for CISOs with the adde	d value of
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert.	the resources of Gartner for CISOs with the adde	d value of
Gartner for Gartner for CISOs Executive offers access to	the resources of Gartner for CISOs with the adde	d value of 170,000
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert. Gartner for CISOs Executive Individual Access	the resources of Gartner for CISOs with the adde	
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert. Gartner for CISOs Executive Individual Access	the resources of Gartner for CISOs with the adde	170,000
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert. Gartner for CISOs Executive Individual Access Individual Access Advisor	the resources of Gartner for CISOs with the adde	170,000
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert. Gartner for CISOs Executive Individual Access Individual Access Advisor Gartner for CISOs Executive Team ²	the resources of Gartner for CISOs with the adde	170,000
Gartner for Gartner for CISOs Executive offers access to contextualized support from an aligned CISOs expert. Gartner for CISOs Executive Individual Access	the resources of Gartner for CISOs with the adde	170,000 154,546

Software Engineering

Master Client Agreement – Gartner

GARTNER RAS SUBSCRIPTIONS		Year 2023
Gartner for Software Engineering Leaders Gartner for Software Engineering Leaders is designed to their teams looking to help their companies deliver new of marketplace.		
Gartner for Software Engineering Leaders Indiv	idual Access ¹	
Individual Access Advisor	Single User	87,071
	Multi-User	79,293
Gartner for Software Engineering Leaders Tean	12	
Team Leader		79,293
Team Member		51,718
ream member		
Tech Professional Team Member	aineerina Leadere	20,102
	ers access to the resources of Gartner for Sof	20,102
Tech Professional Team Member Executive Service: Gartner for Software En Gartner for Software Engineering Leaders Executive offe	rs access to the resources of Gartner for Sof ligned Software Engineering expert.	20,102
Tech Professional Team Member Executive Service: Gartner for Software En Gartner for Software Engineering Leaders Executive offe with the added value of contextualized support from an a	rs access to the resources of Gartner for Sof ligned Software Engineering expert.	20,102
Tech Professional Team Member Executive Service: Gartner for Software En Gartner for Software Engineering Leaders Executive offe with the added value of contextualized support from an a Gartner for Software Engineering Leaders Exec	rs access to the resources of Gartner for Sof ligned Software Engineering expert. autive Individual Access ¹	20,102
Tech Professional Team Member Executive Service: Gartner for Software En Gartner for Software Engineering Leaders Executive offe with the added value of contextualized support from an a Gartner for Software Engineering Leaders Exec	rs access to the resources of Gartner for Sof ligned Software Engineering expert. autive Individual Access ¹ Single User Multi-User	20,102 tware Engineering Leaders
Tech Professional Team Member Executive Service: Gartner for Software En Gartner for Software Engineering Leaders Executive offer with the added value of contextualized support from an a Gartner for Software Engineering Leaders Executive Individual Access Advisor	rs access to the resources of Gartner for Sof ligned Software Engineering expert. autive Individual Access ¹ Single User Multi-User	20,102 tware Engineering Leaders
Tech Professional Team Member Executive Service: Gartner for Software Engineering Leaders Executive offewith the added value of contextualized support from an a Gartner for Software Engineering Leaders Executive Individual Access Advisor Gartner for Software Engineering Leaders Executive Gartner for Software Engineering Leaders Executive	rs access to the resources of Gartner for Sof ligned Software Engineering expert. autive Individual Access ¹ Single User Multi-User	20,102

IT Leaders

Enterprise IT Leadership Team ²	Invitation Only	
Team Leader		109,798
Advisor Team Member		41,415
Cross Function Team Member		27,677
Role Team Member		16,869
Essentials Team Member		13,435

Province of British Columbia	Master Clien	t Agreement – Gartner
GARTNER RAS SUBSCRIPTION	S	Year 2023
Team Leader		119,394
Advisor Team Member		45,051
Cross Function Team Member		30,102
Gartner for IT Leaders Gartner for IT Leaders offers strategic and expert role includes case studies and step-by-step guides, tools, from peer experiences.		
IT Leader Individual Access ¹		
Reference	Single User	39,798
	Multi-User	24,142
Individual Access Advisor	Single User	56,263
	Multi-User	41,415
IT Leadership Team ²		
Team Leader		41,415
Advisor Team Member		41,415
Cross Function Team Member		27,677
Role Team Member		16,869
Essentials Team Member		13,435
IT Leadership Team Plus ²		
Team Leader		45,051
Advisor Team Member		45,051
Cross Function Team Member		30,102

Industry Advisory Services Industry Advisory Services includes industry specific research, including Banking and Investment Services, Energy and Utilities, Insurance, Manufacturing and Retail. The industry content for Government, Healthcare Providers, Education and Communications Service Providers is available as part of our Core Research, and access to the content does NOT require that the client purchase this separate industry-specific product.

Industry Advisory Services Individual Access 1 (one industry)

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Province of British Columbia	Master Clien	t Agreement – Gartner
GARTNER RAS SUBSCRIPTIONS		Year 2023
Reference	Single User	45,354
	Multi-User	31,112
Individual Access Advisor	Single User	67,475
	Multi-User	52,122
Industry Advisory Services Leadership Team ² (one ind	lustry)	
Team Leader		52,122
Advisor Team Member		52,122
Cross Function Team Member		32,627
Role Team Member		19,394
Essentials Team Member		13,435
Industry Advisory Services Leadership Team Plus ² (or Team Leader	ne indusay)	56,970
Advisor Team Member		56,970
Cross Function Team Member		35,556
Gartner for Technical Professionals Gartner for Technical Professionals (GTP) provides research for Strategy. GTP research is written for the IT practitioners in the o managers. This research is more in-depth and technical, with the that is focused on technical planning, architecture and design, te essential skills of technical teams. As a prerequisite to purchasir	rganization, such as architects, engine e typical report at 20-40 pages, and pr echnical product evaluation, overall pro ng Gartner for Technical Professionals	ers, analysts, and IT ovides how-to guidance ject execution, and
a minimum amount of contract value in one or more Gartner End		
a minimum amount of contract value in one or more Gartner End Technical Professionals Team ^{4, 5}		83,840
		83,840

Technical Professionals Team ^{4, 5}	83,840
(Includes 1 Team Leader and up to 4 Team Member)	
Additional Team Member	16,061
Technical Professionals Department ^{4, 5} (per agency)	
Advisor Department	173,435
Reference Department	116,667

Finance

Gartner for Finance Leaders Gartner offers finance-focused insights, experts, tools and peer communities to help clients deliver on their critical finance priorities and lead their finance functions through digital transformation.

Province	of British	Columbia

GARTNER RAS SUBSCRIPTIONS		Year 2023
Finance Leaders Individual Access Advisor ¹		
Individual Access Advisor	Single User	56,263
	Multi-User	41,415
Finance Leaders Team ²		
Team Leader		41,415
Advisor Member		41,415
		16.667
Reference Member Executive Service: Gartner for Chief Finance Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert		
Executive Service: Gartner for Chief Financ		
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert.		
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert. Chief Financial Officers Individual Access ¹	to the resources of Gartner for Finance Lead	ders with the added value
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert. Chief Financial Officers Individual Access ¹	to the resources of Gartner for Finance Lead Single User	ders with the added value
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert. Chief Financial Officers Individual Access ¹	to the resources of Gartner for Finance Lead Single User	ders with the added value
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert. Chief Financial Officers Individual Access ¹ Individual Access Advisor	to the resources of Gartner for Finance Lead Single User	ders with the added value
Executive Service: Gartner for Chief Financ Gartner for Chief Financial Officers (CFOs) offers access of contextualized support from an aligned CFO expert. Chief Financial Officers Individual Access ¹ Individual Access Advisor Chief Financial Officers Team ²	to the resources of Gartner for Finance Lead Single User Multi-User	ders with the added value 134,647 122,223

Human Resources

Gartner for Human Resources Leaders Gartner offers actionable, objective HR insight to hel their top priorities.	p clients identify emerging HR trends and anticipat	e challenges to achiev
Human Resources Leaders Individual Acces	is ¹	
Individual Access Advisor	Single User	56,263
	Multi-User	41,415
Human Resources Leaders Team ²		
Team Leader		41,415
Advisor Member		41,415
Reference Member		20,405

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Master Client Agreement – Gartner

GARTNER RAS SUBSCRIPTIONS		Year 2023
Gartner for HR Professionals Gartner for HR Professionals increases the HR function's effectiveness by insight needed to execute the most critical priorities. HRBPs must navigate change and enable their internal partners.		
Human Resources Professionals ⁴		
Reference - Up to 20 HR Professionals		50,809
Reference - Up to 5 HR Professionals		31,617
Executive Service: Gartner for Chief Human Resources (Gartner for CHROs offers access to the resources of Gartner for HR Lead from an aligned HR executive expert.	Officers ers with the added value of co	ntextualized support
Chief Human Resources Officers Individual Access ¹		
Individual Access Advisor	Single User	134,647
	Multi-User	122,223
Chief Human Resources Officers Team ²		
Team Leader		122,223
Advisor Member or Advisor Leader (Advisor Leader must purchase coterminous Human Resources Leaders Team Members.)		41,415
Reference Member		20,405

Legal, Risk and Compliance

Gartner for Legal, Risk and Compliance Lea Gartner for Legal, Risk & Compliance Leaders is the defin decision makers, bringing a unique breadth and depth of	nitive research and advisory resource for lega	
Legal, Risk and Compliance Leaders Individual	Access 1	
or Legal, Risk and Compliance Leaders for Audi	t & Risk Individual Access 1	
Individual Access Advisor	Single User	47,475
	Multi-User	35,859
Legal, Risk and Compliance Leaders Team ² or Legal, Risk and Compliance Leaders Team fo	r Audit & Risk ²	
Leader		35,859
Advisor Member		35,859
Reference Member		14,344

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GARTNER RAS SUBSCRIPTIONS

Master Client Agreement – Gartner

Year 2023

R&D

Gartner for R&D Leaders Through Gartner for Research & Development leaders, Gartner provides R&D leaders with the insights, tools, benchmarks, events and peer connections to build a high impact R&D function, quickly identify emerging technology trends and understand how to leverage them to achieve their most critical priorities.				
R&D Leaders Individual Access 1				
Individual Access Advisor	Single User	56,263		
	Multi-User	41,415		
R&D Leaders Team ²				
Leader		41,415		
Advisor Member		41,415		
Reference Member		20,405		

Marketing

Gartner for Marketing Leaders Gartner for Marketing Leaders helps marketing and co nsights and proven tools to deliver best-in-class result		strategy with unbiased
Marketing Leaders Individual Access 1		
Individual Access Advisor	Single User	65,455
	Multi-User	54,748
Marketing Leaders Team ²		
Leader		54,748
Advisor Member		54,748
Reference Member		22,425

Executive Service: Gartner for Chief Marketing Executives – Invitation Only³ Gartner for CME offers access to the resources of Gartner for Marketing Leaders with the added value of contextualized support from an aligned Marketing executive expert.

Gartner for Chief Marketing Executives ¹	Invitation Only	
Individual Access Member	Single User	152,425
	Multi-User	136,465

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Master Client Agreement – Gartner

GARTNER RAS SUBSCRIPTIONS		Year 2023
Gartner for Chief Marketing Executives Team ²	Invitation Only	
Team Leader		136,465
Advisor Member or Advisor Leader (Advisor Team Leader must purchase coleminous Marketing Leaders Team Mi	embers)	54,748
Reference Member		22,425

Customer Service & Support Leaders

Gartner for Customer Service & Support L Gartner for Customer Service & Support Leaders equip to build effective customer-centric strategies and delive	s clients with the insights, experts and peer net	working resources needed
Customer Service & Support Leaders Individu	al Access ¹	
Individual Access Advisor	Single User	56,263
	Multi-User	41,415
Customer Service & Support Leaders Team ²		
Leader		41,415
Advisor Member		41,415
Reference Member		16,667

Gartner Conferences

North America Conferences 7 (price per ticket)	
IT Symposium/Xpo	7,354
Summit (BI, Data Center, Security, or Apps)	4,990
Summit (excludes BI. Data Center, Security, and Apps)	4,238
Finance Conference	4,344
RelmagineHR Conference	4,586
Marketing Symposium/Xpo	5,268
Supply Chain Symposium/Xpo	6,021

Limited Availability ³

Gartner Core Connect ¹		
Core Connect Individual Access 1		
Reference	Single User	36,667
	Multi-User	20,708
Advisor	Single User	55,051

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	Master Client A	greement – Gartner
GARTNER RAS SUBSCRIPTIONS		Year 2023
	Multi-User	39,293
News and Insights		
IT News and Insights		930
News and Insights		930
Strategic Advisory Services ³ Availability is limited to clients with RAS subscriptions. Pleas ordering.	e check with your Gartner Sales n	epresentative before
Internal Advisory Session		27,879
Remote Advisory Services		11,819
Add-On for Executive Programs, Enterprise IT, and Availability is limited. Please check with your Gartner Sales r Executive Programs - Two Additional Meetings Add-on		33,132
Enterprise IT Leaders - Two Additional Meetings Add-on		33,132
Enterprise Supply Chain Leaders - Two Additional Meetings Ad	d-on	33,233
Technical Professionals Small & Midsize Business Availability is limited to small medium government agency. Please of		
Availability is limited to small medium government agency. Please on Advisor SMB		87,778
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> <u>Technical Professionals for Higher Education ^{4, 8} (pr Availability is limited to IT staff of a designated nonprofit or public of</u>	check with your Gartner Sales represe er student campus)	87,778 58,485
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> <u>Technical Professionals for Higher Education ^{4, 8} (per Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering.</u>	check with your Gartner Sales represe er student campus)	87,778 58,485
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> <u>Technical Professionals for Higher Education ^{4, 8} (per Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering. <u>Advisor</u></u>	check with your Gartner Sales represe er student campus)	87,778 58,485 lease check with your
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> <u>Technical Professionals for Higher Education ^{4, 8} (pro- Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering. <u>Advisor</u> <u>Reference</u> <u>Gartner Core IT Research Reference for Higher Edu</u></u>	check with your Gartner Sales represe er student campus) ollege or university student campus. F JCation ⁸ (per student campus)	87,778 58,485 lease check with your 87,778 58,485
Availability is limited to small medium government agency. Please of Advisor SMB Reference SMB Technical Professionals for Higher Education ^{4, 8} (pe Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering. Advisor Reference Gartner Core IT Research Reference for Higher Edu Availability is limited to a designated nonprofit or public college or u individual user Advisor level licenses based on student FTE size. Core Reference HE Camous for a community college	check with your Gartner Sales represe er student campus) ollege or university student campus. F JCation ⁸ (per student campus)	87,778 58,485 lease check with your 87,778 58,485 required number of
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> <u>Technical Professionals for Higher Education ^{4, 8} (pre- Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering. <u>Advisor</u> <u>Reference</u> <u>Gartner Core IT Research Reference for Higher Edu</u> Availability is limited to a designated nonprofit or public college or u</u>	check with your Gartner Sales represe er student campus) ollege or university student campus. F ICation ⁸ (per student campus) iniversity student campus meeting the	87,778 58,485 lease check with your 87,778 58,485 required number of ar license required
Availability is limited to small medium government agency. Please of <u>Advisor SMB</u> <u>Reference SMB</u> Technical Professionals for Higher Education ^{4, 8} (per Availability is limited to IT staff of a designated nonprofit or public of Gartner Sales representative before ordering. <u>Advisor</u> <u>Reference</u> <u>Gartner Core IT Research Reference for Higher Edu</u> Availability is limited to a designated nonprofit or public college or u individual user Advisor level licenses based on student FTE size. <u>Core Reference HE Campus</u> for a community college <u>Core Reference HE Campus</u> for a college or university	check with your Gartner Sales represe er student campus) ollege or university student campus. F ucation ⁸ (per student campus) niversity student campus meeting the 1 Advisor level individual use	87,778 58,485 lease check with your 87,778 58,485 required number of er license required er license required

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Master Client Agreement – Gartner

GARTNER RAS SUBSCRIPTIONS		Year 2023
Core Reference HE Campus for a college or university with 25,000+ Student FTE	4 Advisor level individual user licenses require	
Gartner for IT Associates - Limited Availability ^{3,4} Availability is limited to clients with RAS subscriptions. Please che	ck with your Gartner Sales representa	ative before ordering.
T Associates 100 Research Notes		40,000
Gartner for Supply Chain Leaders		
Supply Chain Leaders Individual Access 1		
Reference	Single User	43,637
	Multi-User	26,364
Individual Access Advisor	Single User	64,849
	Multi-User	47,879
Supply Chain Leaders Team ²		
Team Leader		47,879
Advisor Team Member		47,879
Cross Function Team Member		29,394
Essentials Team Member		13,435
Gartner for Enterprise Supply Chain Leaders – Invit	ration Only ³	
Gartner for Enterprise Supply Chain Leadership Team ²	Invitation Only	
Team Leader		108,889
Advisor Team Member		47,879
Cross Function Team Member		29,394
Essentials Team Member		13,435
Renewal Only Services Renewal Only and Renewing Subscriber services and pricing are service listed on or before the date specified above or below and o with Sales Representative for availability and eligibility before orde Executive Programs Member Basic ¹	continuously purchase the service the	rs who purchased th
Individual Access	Single User	99,495
Individual Access	•	

Product Availability

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The availability of products may change. Should a product listed herein be no longer available for new license purchases, Gartner will notify client of the change or provide an amended price list designating such product as renewal only or for renewing subscriber. For new products to be released and products not listed herein, Gartner may offer to an eligible client rates consistent with the then-current Gartner Public Sector pricing plus any applicable administrative fees for the service(s) ordered or rates consistent with a similar product listed herein as a substitution provided the product has the same license type and pricing. Check with your Gartner account executive before purchasing.

Purchasing Guidelines

¹ "Single User" applies to a buying center that has one individual license; "Multi User" applies to a buying center that has at least two qualifying licenses within the same agency or named client. To qualify for Multi User price levels, services must be ordered on the same Service Agreement or Purchase Order and reflect a common "Bill To" address. Strategic Advisory Services, Conferences, and Add-on services do not contribute towards Multi User pricing qualification.

² Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Certain team solutions are invitation only services as indicated in the pricing table. A maximum of one (1) Leader and three (3) to ten (10) Members per team unless otherwise indicated in the list above. A minimum of three (3) Advisor and/or Cross Function team member licenses required per Enterprise IT Leadership Leader and per Partner license. All licenses in a Team must be coterminous and of the same team type. For example, a Team Plus configuration may only contain Team Plus licenses and cannot include other types of team licenses such as Team Plus with Industry, Team (non-Plus), etc. Team solutions with Industry Advisory Services is for one industry and all licenses in the team must purchase access to the same industry.

³ Availability is limited. Please check with your Gartner Sales representative before ordering.

⁴ Purchasing prerequisite and/or eligibility requirements apply. Check with Sales representatives before purchasing.

⁵ Technical Professionals Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Each Technical Professionals Team consists of one (1) Team Leader and four (4) Team Member coterminous licenses. Up to six (6) additional Team Members may be added for a maximum total of ten (10) Team Members per Team Leader.

⁶ Renewal Only and Renewing Subscriber services and pricing are available to eligible license holders who purchased the service listed on or before the date specified above or below and continuously purchase the service thereafter. Please check with Sales Representative for availability and eligibility before ordering.

⁷Ticket prices apply to orders received by December 31st of the year indicated for the start of each term. For example, ticket prices for Year 2023 applies to orders received on or before December 31, 2023. Future ticket prices have not been released; please check with account representatives for future pricing at the time of purchase.

⁸ Higher Education products are only available to eligible public and not-for-profit Higher Education colleges or universities with undergraduate students pursuing two-year associate or four-year baccalaureate degrees in information technology. A Core IT Research Reference for Higher Education license is for one designated, student campus based on the total full-time equivalent (FTE) student enrollment of the college or university, as assessed at the time of purchase. Purchasing prerequisites apply. Check with Sales representatives before purchasing.



Appendix 3 Tax Verification Schedule

- 1. In this Appendix 3:
 - a) "Tax Verification Letter" means a letter issued by the Province of British Columbia's Ministry of Finance verifying that Gartner meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) "Valid" means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
- 2. As a condition of entering into this MCA, Gartner provided to the Province a Valid Tax Verification Letter.
- 3. Upon request by the Province, Gartner must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, Gartner acknowledges and agrees that any extension or renewal of this MCA is conditional upon the Province having, or receiving from Gartner in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

DocuSign

Certificate Of Completion

Envelope Id: 9CE088EDDBE9488794CF4B9AA8F2A87F Status: Completed Subject: Complete with DocuSign: Master Client Agreement_Province and Gartner_FINAL_March 31 2023.pdf Source Envelope: Document Pages: 25 Signatures: 1 Envelope Originator: Certificate Pages: 1 Initials: 25 Melissa McKay AutoNav: Disabled 56 Top Gallant Road

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

Record Tracking

Status: Original 3/31/2023 12:41:34 PM

Signer Events

Melissa McKay melissa.mckay@gartner.com Manager Gartner, Inc. Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign Holder: Melissa McKay melissa.mckay@gartner.com

Signature Docusigned by: Mulissa Mckay

-38838E34258B4E6.

Signature Adoption: Pre-selected Style Using IP Address: 165.225.223.68

Envelope Originator: Melissa McKay 56 Top Gallant Road Stamford, CT 06904 melissa.mckay@gartner.com IP Address: 165.225.223.68

Location: DocuSign

Timestamp

Sent: 3/31/2023 12:42:36 PM Viewed: 3/31/2023 12:42:50 PM Signed: 3/31/2023 12:44:55 PM Freeform Signing

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 Timestamp
	-	-
Notary Events	Signature	Timestamp
Notary Events Envelope Summary Events	Signature Status	Timestamp Timestamps
Notary Events Envelope Summary Events Envelope Sent	Signature Status Hashed/Encrypted	Timestamp 3/31/2023 12:42:36 PM
Notary Events Envelope Summary Events Envelope Sent Certified Delivered	Signature Status Hashed/Encrypted Security Checked	Timestamp 3/31/2023 12:42:36 PM 3/31/2023 12:42:50 PM