Gartner Usage Policy Taiwan

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Welcome to Gartner!

Thank you for purchasing a subscription to Gartner Research. We've created this Gartner Usage Policy (formerly the Usage Guidelines for Gartner Services) especially for you, the Named User. By continuing to use and access this website, you agree to this new title. Through easy to understand rules and practical scenarios, the Gartner Usage Policy is intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

This **Gartner Usage Policy** is intended to address the following areas:

- Research Documents for Internal Use (within your company)
- Research Documents for External Use (outside your company)
- Inquiry
- Usernames & Passwords

Baseline Policy: This Gartner Usage Policy constitutes a baseline policy that is generally applicable to Named Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline policy (i.e., additional entitlements communicated in the Service Description or within the Research deliverable itself), the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy.

Product Specific Usage: As the Gartner product portfolio continues to expand, even baseline usage parameters may slightly vary by the type of Service the client has purchased. If a Named User is unclear as to how a usage parameter in this Gartner Usage Policy applies to the Service they have purchased, they should contact their Account Representative for further guidance.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Named Users. If we see indications that our Services are being used outside of this Gartner Usage Policy, we may contact your company and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement. In the event of non-compliance, Gartner will issue notice of such non-compliance to your company. Following receipt of such notice, your company will have 30 days to correct the non-compliance. In the event your company fails to correct the non-compliance, Gartner reserves the right at its sole discretion to either terminate (or limit access to) the Services or terminate the Service Agreement in its entirety. Gartner reserves the right to periodically update the practical scenarios to address client feedback and business needs. For any questions, contact usage.quidance@gartner.com.

Research Documents - Internal Use (within your company)

- I. While Gartner owns all right, title and interest in the Gartner Research, we are licensing it to you, the Named User, under the following conditions:
 - > AS A NAMED USER, YOU MAY USE THE GARTNER RESEARCH IN THE FOLLOWING WAYS:
 - 1. YOU MAY OPEN IT: You may open as many Gartner Research documents as you like under the terms of your license, provided that such opening is: (i) for your personal use, (ii) within your job, and (iii) within the terms of your Services; and meets the CONDITIONS set forth below.
 - YOU MAY DOWNLOAD IT: You may download up to 150 Gartner Research documents over the
 course of a 3-month period, provided that such downloading is: (i) for your personal use, (ii)
 within your job, and (iii) within the scope of your Services; and meets the CONDITIONS set
 forth below.
 - 3. YOU MAY PRINT IT: You may print a Gartner Research document for your personal use in your job role, but not for sharing with any third party either inside or outside your company, provided that such printing is: (i) for your personal use, (ii) within your job, and (iii) within the scope of your Service; and meets the CONDITIONS set forth below.

CONDITIONS

- a. It is not done on a systematic or routine basis (e.g., by a Named User who consistently distributes a periodic summary or excerpt of Gartner Research or who leverages a company business process that allows non-Users to approach the Named User to meet their Gartner Research needs);
- b. It is limited to an internal audience only of no more than 15 people;
- c. It is not done with the intent or effect of avoiding the purchase of additional User entitlements; AND
- d. It is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research.

The following uses constitute ACCEPTABLE SHARING of Gartner Research:

- EXCERPTED USE: You may include a small excerpt of Gartner Research (e.g., a few lines of text not to exceed 5 sentences, a paragraph, or a specific graphic) in an internal report or presentation (attributing Gartner as the source).
- DERIVATE USE: You may briefly summarize the Gartner Research in your own words for your project team or senior-level decision makers (attributing Gartner as the source). No

derivative use of the Gartner Research by way of artificial intelligence or machine learning is permitted.

The following uses constitute UNACCEPTABLE SHARING of Gartner Research:

- You may not share Gartner Research in either printed or electronic format with any thirdparty individual either internal or external to your company.
- You may not share Gartner Research with any third-party groups either internal or external to your company via email, intranet posting, or other information storage & retrieval systems.
- II. Because Information Technology is rapidly evolving and changing, Gartner Research should only be relied on as of a certain date and time:
 - AS A NAMED USER, ONCE YOUR SERVICE TERM HAS ENDED, YOU MUST ADHERE TO THE FOLLOWING RULES:
 - 1. You must delete all soft copies of Gartner Research documents from your internal system. Storing Gartner Research is prohibited.
 - 2. You must destroy all printed copies of Gartner Research documents.

What if I want to use Gartner Research internally within my company:

For my own personal use or for a colleague?

Acceptable Use

Dawn (Named User) can open and access as many Gartner Research documents as she wants within the scope of her company's purchased Service, and download up to 150 Gartner Research documents within the scope of her Service over the course of a 3-month period. Dawn can also print one hard copy of any individual Gartner Research document for her personal use - so long as such use is in connection with her job role at her company.

Frank (Named User) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "SHARE" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document, they must be Named Users with the same level of access as Frank. Regardless of whether the recipient is a Named User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

As a summary with a small group of colleagues in a business meeting?

Acceptable Use

Frank **(Named User)** read an interesting Gartner Research document on Strategic Cost Management which he would like to share in a business meeting with 10 of his colleagues. Rather than copying and distributing the Gartner Research document in its entirety, he summarizes the main points in a memorandum that he provides to his colleagues. This is an acceptable use so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research.

Unacceptable Use

Dawn **(Named User)** is the only Named User in her department. She has the sole function of reviewing Gartner Research documents and distributes summaries on (1) a recurring basis and/or (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner Research document (1) on a systematic or routine basis and/or (2) to an audience of non-Users that extends beyond a 15 person project team. While permitted on an occasional and non-routine basis, Dawn's sharing in this instance is being done on a routine and systematic basis (which eliminates the need to purchase additional User entitlements). If a Named User is unclear as to what level of summarizing is permitted under a particular Service, they should consult with their Gartner Account Representative.

As an excerpt/quote for an internal project?

Acceptable Use

Henry **(Non-User)** is working on a project and seeks advice from his colleague, Dawn **(Named User)**. Dawn jots down some information she learned from Gartner Research documents, including a small excerpt from a Gartner report, and sends it to Henry. The excerpt is properly attributed to Gartner.

Dawn **(Named User)** schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from a Gartner Research document into her PowerPoint presentation. She is careful to properly attribute Gartner per section 6.1 of the <u>Content Compliance Policy</u> (formerly the Gartner Copyright and Quote Policy).

Unacceptable Use

Frank (Named User) purchased a Gartner service that he hopes to use to compile a regular weekly "IT Newsletter" for his Non-User colleagues. His plan is to include in that newsletter excerpts from numerous Gartner Research documents that he believes will be of interest to the group. This is unacceptable use. While permitted in connection with an occasional internal report, Frank's sharing may not be done on a routine or systematic basis (which eliminates the need to purchase additional User entitlements). If a Named User is unclear as to what level of excerpting or quoting is permitted under a particular Service, they should consult with their Gartner Account Representative.

As the entire Gartner Research document or summaries for my colleagues in a way that is aligned to my entitlements?

Acceptable Use

Dawn **(Named User)** is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner Research with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete number of documents internally within her company, she is able to share this research with her Senior Managers.

Frank (Named User) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Share" option located in the icon bar on the Gartner Research document page. Please note, in order for Joan and Larry to access the Gartner Research document via "Share," they must be Named Users with the same level of access as Frank. Regardless of whether the recipient is a Named User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

Henry (Named User) has been tapped to head up a new team to investigate Cloud Computing for his company. He has found several Gartner Research documents that he would like to share with his team at their next project meeting. Each of the Gartner Research documents that Henry wishes to share contains a watermark with "This Research note is restricted to the personal use of henry.campbell@company.com." Because the service to which Henry subscribes allows him to share 10 Gartner Research documents internally, he can disregard the watermark messaging and use the Gartner Research documents in the manner set forth in the relevant Service Description.

Bill (Named User) is responsible for conducting a technology assessment for his company. He is planning to use the access he has through his Gartner license to download and internally share a Gartner Research Toolkit to conduct the assessment. This is acceptable use if the Research deliverable contains the following disclaimer: "Unless otherwise marked for external use, the items in this [Name of Research Deliverable] are for internal noncommercial use by the licensed Gartner client. The materials contained in this Toolkit may not be repackaged or resold. Gartner makes no representations or warranties as to the suitability of this Toolkit for any particular purpose and disclaims all liabilities for any damages, whether direct, consequential, incidental or special, arising out of the use of or inability to use this material or the information provided herein." In some instances, the Research deliverable is intended to be shared externally and that subset is distinguished with the following demarcation: "Approved for External Use — Not for Resale."

Unacceptable Use

Sally **(Non-User)** is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank **(Named User)**. Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner Research document(s) in their entirety to Sally. Each of the documents that Frank forwards to Sally contains a watermark with "This Research note is restricted to the personal use of

frank.smith@company.com." This is an unacceptable use because Frank does not subscribe to a product that permits this type of sharing and Sally is not a Named User. In order for Sally to view a Gartner Research document in its entirety, Client should contact their Account Representative to purchase an additional User entitlement. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

As part of a presentation for his project team, Frank (Named User) excerpts multiple graphics from a Gartner Research document and inserts full pages of the document into the appendix of his presentation which he plans to share with his project team. This is an unacceptable use because Gartner does not permit wholesale copying or sharing of its Research documents. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner Research documents, so long as (i) the excerpting is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Gartner Research, or any data or content relating to the Gartner Research, and (v) there is proper attribution per section 6.1 of the Content Compliance Policy (formerly the Gartner Copyright and Quote Policy). Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

Because Sally (Named User) is the only Named User in her department and/or within her company, non-Users across the company ask Sally to provide summaries, excerpts and/or simple data points from Gartner Research for their personal business use. As a Named User, Sally can only excerpt from or summarize Gartner Research on a non-routine basis. By servicing non-Users across her department or company, Sally's excerpting and summarizing may be viewed as routine (either because she is leveraging a company business process that allows non-Users to approach her to fulfill their Gartner Research needs or because she is servicing so many one-off requests from non-Users that her use of the Service in this manner may be considered routine). These are unacceptable uses because they have the intent or effect of avoiding the purchase of additional entitlements.

As the entire Gartner Research document with a department or company wide audience in a way that is aligned to my entitlements?

Acceptable Use

Frank (Named User) reads a Gartner Magic Quadrant where his company is positioned in the Leader's quadrant for that particular technology. Eager to display this Magic Quadrant on his company's public facing website, Frank purchases a Reprint Service of the Magic Quadrant from Gartner. Gartner thereafter sends to Frank a formatted Reprint version of the Magic Quadrant that he may post on his company's intranet site per the Reprint Service.

Unacceptable Use

Frank (Named User) is responsible for researching emerging technologies for his department. When he finds a Gartner Research document of interest he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Named Users to post the PDF version of a Gartner Research document on department or company-wide servers or team share folders. Frank can summarize the relevant Gartner Research document(s) for his team so long as (i) the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research), (ii) distribution is limited to an internal audience only of no more than 15 people, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses, and (iv) it is not done by way of any scraper, robot, bot, spider, data mining, computer code, or any other automated device or intelligence, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the

Gartner Research, or any data or content relating to the Gartner Research. Alternatively, he can purchase a Reprint License for the relevant Gartner Research documents.

By storing on my laptop or office computer/device?

Acceptable Use

Dawn **(Named User)** is often called upon to travel in her job role. As such, she likes to read Gartner Research documents on her laptop computer while en route. As a Named User, you are allowed to download a PDF version of the Gartner Research document for your own personal use (where PDF capability is an option on gartner.com) as long as this is within the acceptable limits of 150 Gartner Research documents within the scope of your Service over the course of a 3-month period. As a general rule, however, Gartner does not permit Named Users to download a PDF version of the Gartner Research document for the purpose of distributing to others, inside or outside of their company and regardless of whether the recipient is a Named User.

Frank (Named User) found a Gartner Research document that he thought would be interesting to read on a future date. Because he often travels he decided to store the Gartner Research document on his laptop so that he may access it while offline. This is an acceptable use so long as the storage is for Frank's personal use only (i.e., not intended for re-distribution) and so long as Frank deletes all the Gartner Research documents stored on his device.

Unacceptable Use

Sally (Named User) is an administrator in the IT department of her company and is responsible for providing research access to her department. Often times she likes to forward Gartner Research documents to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of Gartner Research documents to a shared server. As a general rule, Gartner does not permit the downloading and storing of Gartner Research documents on internal storage and retrieval systems for others to access (e.g., interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).

Frank (Named User) has decided not to renew his Gartner Service due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large number of Gartner Research documents that he thinks he will need for future reference. All Gartner content including Gartner Research documents is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner Research for the Service term set forth in their Service Agreement. Once that Service term has ended, the Named User is no longer permitted to use or store the Gartner Research and will be expected to delete all remaining copies of Gartner Research documents on its internal systems.

And am willing to purchase additional entitlements?

Acceptable Use

Sally (Named User) subscribes to a Gartner for IT Leadership Team Plus: Team Leader Service and is concerned because the terms in her Service Description for that product are different from the baseline policy described in the Gartner Usage Policy. In instances where a specific Gartner product offering includes entitlements that are different from the baseline policy in the Gartner Usage Policy, the terms of that product offering will apply (and take precedence over the baseline policy in the Gartner Usage Policy) for the duration of Sally's Service Agreement.

For Gartner forecast and/or market share data?

Acceptable Use

Bill **(Named User)** is responsible for Market Intelligence at his company. For this quarter's result only (e.g., once), he would like to share with his company's India country manager the Gartner market share data that shows their #1 competitor's revenue results for the quarter in the PC market in India. Bill plans on sharing

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this excerpt internally only with his company's India Country manager and will appropriately source Gartner (i.e., stamped "company_name" Internal Use Only) and send to the country manager via email. This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner market share report reflecting no more than five (5) competitors, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an individual non-User (the India country manager).

Frank (Named User) is looking to provide his product marketing team of three (3) people the forecast data for mobile devices for an upcoming strategy meeting. His PowerPoint presentation includes three (3) years of forecast data for two (2) segments and he will appropriately source Gartner (i.e., stamped "company_name" Internal Use Only). This is an acceptable use because it's a summary-level, small excerpt of data from a Gartner forecast report, is done on an ad hoc basis (one-time only) and is for occasional use (one-time only) by an internal audience only of no more than 15 people.

Unacceptable Use

Susan (Named User) is the only Named User in her Marketing department. She has the sole function of preparing Competitive Analysis for her company. She primarily supports the product management executives. She is repeatedly asked (i) for more than a summary data excerpt OR (ii) to import or otherwise enter Gartner Market Share data into an internal data warehouse or other internal system OR (iii) to post the data set, summaries of the data or excerpts of Gartner Market Share to her company's internal intranet or external website. Each of these is an unacceptable use because Susan is being asked to share Gartner Market Share data on a systematic or routine basis, or import Gartner Market Share Data to an internal data warehouse or other system/tool or post Gartner Market Share data on a company intranet or external website (i.e., the i, ii and iii requests referenced above). For proper use of Gartner Market Share or Market Forecast data contact usage.guidance@gartner.com.

Research Documents - External Use (outside your company)

We welcome you, the Named User, to open as many Gartner Research documents as you like: for your personal use within your job and within the scope of your Service. You may download up to 150 Gartner Research documents within the scope of your Research service over the course of a 3-month period.

Gartner Research documents cannot be shared (a) outside your company, or (b) via email, internet posting, or other external information storage & retrieval systems.

If your job role requires you to share Gartner Research outside of your company, you may:

- Excerpt or reference with prior written approval from Quote Requests, here, and in accordance with the Gartner Content Compliance Policy (formerly the Gartner Copyright and Quote Policy).
- Purchase a Reprint License for External Use. Contact the Reprints team for more information on Reprint Licenses.

Best Practices for using Gartner Research

What if I want to use Gartner Research outside my company...

As a Gartner approved excerpt/quote for an external use?

Acceptable Use

Frank **(Named User)** is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from a Gartner Research document. Prior to the presentation, Frank consults the <u>Content Compliance Policy</u> (formerly the Copyright and Quote Policy) and e-mails <u>quote.requests@gartner.com</u> for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.

Sally **(Named User)** is not sure how much Gartner content she is allowed to excerpt/quote or otherwise reference in her upcoming article she is publishing for an IT conference. She is struggling with how much she is permitted to quote or reference under the <u>Content Compliance Policy</u> (formerly the Copyright and Quote Policy). Wanting to be in compliance, Sally reviews the policy and e-mails <u>quote.requests@gartner.com</u>.

Unacceptable Use

Dawn **(Named User)** who is responsible for issuing her company's press releases, incorporates content from a Gartner Research document into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the <u>Content Compliance Policy</u> (formerly the Copyright and

Quote Policy) requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and e-mail quote.requests@gartner.com.

And am willing to purchase a Reprint Service to share the entire Gartner Research document outside my company?

Acceptable Use

Laura (Named User) is the head of Public Relations and recently purchased a Reprint Service which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.

Dawn **(Named User)**, an Analyst Relations director at her company, purchases a Reprint Service of a Vendor Rating Gartner Research document where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint Service with Gartner.

Unacceptable Use

Frank (Named User), who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds a Gartner Research document of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Named Users to forward via e-mail a PDF version of a Gartner Research document. While Frank cannot share the full Gartner Research document via his group e-mail, he does have two choices; he may either (i) purchase a Reprint Service so that he could use the entire document, per the terms of his Reprint Service, or (ii) select a few key sentences from the Gartner Research document to share via his group e-mail. If Frank opts for choice (ii) he should e-mail to quote.requests@gartner.com his draft e-mail containing the few key sentences. Once he receives approval from Quote Requests, he may then e-mail the approved quote to his Clients provided that this quoting is done on a non-routine basis.

Inquiry

We welcome you to call us if you are a Gartner Named User with Inquiry Service.

You may use our Inquiry sessions (or Written Responses, as applicable and approved) to discuss:

- Key questions or decisions you are facing
- Interpretation of Gartner Research
- Document reviews of business-related documents (up to twenty (20) pages max including its attachments)
- Proposal reviews for technology purchases such as IT outsourcing proposals (up to twenty (20) pages max per proposal including its attachments)

NOTE: Non-Users, inside or outside the Client company, may not participate on Inquiry sessions or receive copies of Written Responses. For the avoidance of doubt, "participate" in this context means Non-Users:

- May not physically attend an Inquiry session
- May not listen in to an Inquiry session

Inquiry entitlements beyond the baseline service described hereunder may vary by service purchased (not all Services include Inquiry entitlement). For additional guidance on your service-specific entitlements, please consult your account representative.

Best Practices for using Inquiry

What if I want to use Inquiry...

Do all Gartner Services offer access to Gartner Inquiry?

Acceptable Use

After reading a Banking and Investment Services Gartner Research document, George (Named User) would like to speak with the Gartner Industry research advisor who authored it to ask some second-level questions regarding the information he read. Since George has the necessary Advisor-level access with his Industry Advisory Services Service, George may ask Gartner to schedule an Inquiry session with the relevant Gartner Industry research advisor.

Unacceptable Use

Sally (Non-User) must provide guidance to her senior leadership team on how to best restructure their

network and communications systems. Sally's colleague, Frank (Named User) schedules an Inquiry session; Sally participates in his place. This is unacceptable use because Non-Users may not participate on Inquiry sessions. Frank may, however, take notes on his Inquiry session and share those notes with Sally on an ad hoc basis; or alternatively, the company may contact their Account Representative to purchase a User entitlement for Sally so that she can participate in her own right on Inquiry sessions. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Who can join me on an Inquiry session?

Acceptable Use

George (Named User) is working with a group of colleagues, all of whom have Advisor-level entitlements for Industry Advisory Services. They are launching a project related to gaining a competitive edge in the global manufacturing market. In preparation for the launch, George would like to schedule an Inquiry session with an Industry research advisor to better understand the key issues. This is an acceptable use of Inquiry, as all participants have an Advisor-level entitlement for Industry Advisory Services.

Dawn **(Named User)** subscribes to the IT Leadership Team solution, and her company has designated her as the **Leader Named User**. She and her IT Leadership Team Members are assessing a potential vendor and need to speak to a Gartner research advisor regarding the vendor selection process. As the Leader, Dawn schedules the Inquiry session for herself and the IT Leadership Team Members. This is an acceptable use of Inquiry, as all the participants subscribe to the IT Leadership Team entitlement (i.e., Leader and Member(s)).

Unacceptable Use

Frank (Named User) is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him in his Inquiry sessions to ensure that there is consensus and that all relevant questions are answered during the session. Sometimes, Frank invites a large group of participants to these Inquiry sessions, none of whom has the Advisor-level or team entitlement required for participation. This is an unacceptable use of Inquiry sessions, because only Named Users with the correct access level for the relevant service may participate in Inquiry sessions. If Frank wants to have other colleagues participate with him in Inquiry sessions, Frank should contact his Account Representative who will help Frank find an appropriate solution to meet his requirements.

Sally **(Named User)** is an administrator in the IT department of her company and currently subscribes to an Advisor-level entitlement for Industry Advisory Services. Often times she sets up Inquiry sessions for others in her department working on key projects (i.e., regardless if the other person is a non-User or Named User with a different level of access). Sally never joins the Inquiry sessions. As a general rule, participation in Inquiry sessions is limited to Named Users who are entitled to Inquiry for the same type of service under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate in Inquiry sessions.

Dawn **(Named User)** is an Analyst Relations professional and has scheduled an Inquiry session to discuss a new product launch. Dawn would like to invite Non-Users to participate in the Inquiry session. She promises that they will only listen and not engage with the Gartner research advisor. This is an unacceptable use of Inquiry sessions, because (i) only Named Users with the correct access level for the relevant service are permitted to participate, attend, or listen to an Inquiry session; and (ii) Non-Users are prohibited from both (a) physically attending an Inquiry session or (b) listening in to an Inquiry session.

John (Named User) is a Product Development professional and has scheduled an Inquiry session to discuss a product strategy for which he is collaborating with a third-party vendor. John would like to invite Sally (Named User) from the third-party vendor to participate in the Inquiry session. This is an unacceptable use of Inquiry sessions, because Inquiry sessions are strategic conversations limited to the Gartner research advisor(s) and the Named User(s) from the single client only. Named User(s) from other client companies may not participate.

What may I share from the Inquiry session and who may I share it with?

Acceptable Use

George (Named User) is assigned to a project team and schedules an Inquiry session with Gartner for additional insight on a subject. George may take notes during the Inquiry session and share those notes internally with his colleagues on the project team. Sharing notes from an Inquiry session internally with colleagues on a project team is an acceptable use so long as (i) it is not done on a systematic or routine basis; (ii) distribution is limited to an internal audience only (e.g., project teams of no more than 15 people; if it is more than that please consult usageguidance@gartner.com for additional guidance); and (iii) it is not done with the intent or effect of avoiding the purchase of additional User licenses.

Dawn (Named User) has read a Gartner Research document for her upcoming vendor selection process. Dawn noticed that Gartner has not published any research for 3 years on the vendor that she is considering. Since Dawn has a Gartner for IT Leaders Advisor entitlement that entitles her to Inquiry, she schedules an Inquiry session with the Gartner research advisor to determine how that vendor is faring in the marketplace. The Gartner research advisor may provide Dawn with up-to-date data and insights to help her in the selection process. Also note: the Gartner research advisor may not recommend that specific vendor to the client for selection.

John (Named User) is the CIO for a small company in a smaller geography. He is responsible for implementing an ERP system and has read an interesting Gartner Research document, but he is uncertain as to whether the advice provided in the Gartner Research document applies to his company. Since John subscribes to the Gartner for IT Executives CIO product, he schedules an Inquiry session to ask for additional guidance beyond what is published in the Gartner Research document. The Gartner research advisor may provide John with recommendations and information to consider so that John has greater insight to make an informed ERP selection.

Unacceptable Use

Dawn (Named User) is responsible for numerous cost-cutting initiatives in her company's IT department and would like to work with a Gartner research advisor to set up an Inquiry session to discuss her company's detailed cost-cutting strategy and conduct an in-depth discussion to establish priorities and estimated time frames. Since this request requires additional research and/or the development of supporting material by the research advisor, it cannot be fulfilled in a 30-minute Inquiry session. Alternatively, Dawn may purchase from her Account Representative a Strategic Advisory Services (SAS) Internal Advisory Session.

John (Named User) contacts Gartner to schedule an Inquiry session about *Camera Depot* and the latest developments in digital SRL cameras, a vendor and topic that Gartner does not cover in its Research. In this case, John must look elsewhere for guidance on this particular vendor and topic.

May I record Inquiry sessions?

Unacceptable Use

Frank **(Named User)** schedules an Inquiry session to discuss a Gartner Research document on "Green IT Strategies." Frank wants to record the Inquiry session so that he can share the information he learns with a key group of managers within his company. This is an unacceptable use because Gartner does not permit clients to record Inquiry sessions. While Frank may share personal notes he takes during the Inquiry session, a verbatim recording of the Inquiry session is not permitted.

What if product purchased has different Inquiry entitlements from Gartner Usage Policy?

Acceptable Use

George (Named User) subscribes to an Executive Programs Leadership Team entitlement and is concerned because the terms in his Service Description for that product are different from the baseline policy described in the Gartner Usage Policy. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline policy in the Gartner Usage Policy; the terms of that product offering will apply for the duration of George's Service Agreement.

How may I share research advisor Written Responses and who may I share them with?

Acceptable Use

Dawn **(Named User)** subscribes to a Gartner Service with Inquiry privileges. Instead of scheduling an Inquiry session, she has requested and received permission from Gartner for the research advisor to provide a Written Response to her question. Dawn would like to share the research advisor's Written Response with her CIO. A Named User may excerpt from or summarize in their own words a research advisor's Written Response and share that excerpt or summary internally within their company only, so long as i) the excerpting or summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic excerpt or summary of Gartner Research); (ii) distribution is limited to an internal audience only of no more than 15 people; and (iii) it is not don with the intent or effect of avoiding the purchase of additional Users licenses.

Unacceptable Use

Frank **(Named User)** subscribes to a Gartner Service with Inquiry privileges. As part of a vendor selection process he is working on, he requests the Gartner research advisor to provide a Written Response regarding the pros and cons of doing business with a particular vendor. Frank decides to share the research advisor's Written Response with that vendor. This is an unacceptable use of research advisor Written Responses, which are confidential and intended solely for use by the Named User. Any external sharing of a research advisor's Written Response is in violation of Gartner policy.

Is it permissible for me to share a confidential vendor proposal with the Gartner research advisor?

Acceptable Use

Frank (Named User) subscribes to a Gartner Service with Inquiry privileges including Proposal reviews. He would like to request the Gartner research advisor to conduct a Proposal review of his upcoming vendor renewal. Frank is concerned that he may be violating the confidentiality provision in his existing vendor contract. Frank should follow the guidance of his legal team in determining whether the terms of his existing contract permit him to share the document with professional advisors who are bound to confidentiality agreements with their clients.

May I use Inquiry for a Document or Proposal review?

Acceptable Use

Frank (Named User) is gearing up for his strategic marketing plan presentation to his senior management. He has prepared a 15 page presentation that he would like for the Gartner research advisor to review. If Frank subscribes to a Service with the appropriate Inquiry entitlements, he may leverage an Inquiry session for a Document review. As a general rule, Gartner research advisors will conduct Document reviews specific to Requests for Proposal (RFP), marketing or business plans, and other business-related documents. The document size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Frank for the research advisor to try to analyze and discuss more than 20 pages during an Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Acceptable Use

Dawn (Named User) is preparing her strategy for an upcoming IT outsourcing negotiation and would like to determine if there is an opportunity to improve the business terms of the proposal. If Dawn subscribes to a Service with the appropriate Inquiry entitlements, she may leverage an Inquiry session for a Proposal review. As a general rule, Gartner research advisors will conduct Proposal reviews specific to unsigned pricing proposals; business terms and conditions; and negotiation strategies. However, the proposal size may not: (i) exceed 20 pages, or (ii) include any attachments because it is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis.

Unacceptable Use

George (Named User) is in the early stages of preparing to negotiate a software renewal which is a 100-page proposal and includes several attachments. He would like to leverage his Inquiry entitlement and schedule a Gartner research advisor to review and discuss the proposal in its entirety; however, given the 20-page restriction, he intends to schedule a series of Inquiry sessions with the same or different Gartner research advisor(s) to review and discuss 20 pages at a time. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to George for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, if George were to break up the review amongst multiple research advisors it would lack consistency or continuity a one-time discreet review would deliver. Lastly, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal and its attachments exceed 20 pages, contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

Unacceptable Use

John (Named User), the CMO of his company, is developing sales collateral and messaging before taking his new product to market. He would like to schedule an Inquiry session to ensure the value proposition is messaged correctly for his company's target markets. Even though the sales collateral and messaging is under the 20-page limit, John would also like to include additional reference materials for the Gartner research advisor to review. This is an unacceptable use of Inquiry because Document reviews are limited to the document itself (up to 20 pages) and no additional reference materials will be reviewed. It is not practical for Gartner or useful to John for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the document you wish to be reviewed include any additional reference materials, you may contact your Account Representative to purchase a Strategic Advisory Services ("SAS") engagement.

Unacceptable Use

Dawn (Named User) would like for Gartner to review an important hardware proposal for an upcoming renewal. She would like the Gartner research advisor to review the proposal in its entirety however it exceeds 20 pages. To get around the 20 page limitation, Dawn is considering to significantly modify the formatting of the contract. This is an unacceptable use of Inquiry because Proposal reviews are limited up to 20 pages max per document including its attachments. It is not practical for Gartner or useful to Dawn for the research advisor to try to analyze and discuss more than 20 pages during a discrete Inquiry session. Further, it is not a legal service and Gartner will not provide any written responses, redline markups or line-by-line pricing analysis. Should the proposal you wish to be reviewed exceed 20 pages and or include any additional reference materials, you may contact your Account Representative regarding Gartner Consulting's Contract Optimization Service or the purchase of a Strategic Advisory Services ("SAS") engagement.

Usernames & Passwords

As a Named User, you will receive a unique Username and Password, which is for your personal use only, and may not be shared inside or outside your company/agency. For government clients, company may include agencies responsible for the oversight and administration of specific functions.

There are two exceptions where your Username and Password may be reassigned to another within your company:

- If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
- If you permanently leave your company.

NOTE: When your company substitutes a Named User, the new Named User must be located in the same country as the original Named User. Where not possible, please consult your Account Representative for an appropriate solution.

NOTE: When your company designates Named Users based in the United States, your company acknowledges and agrees that those licenses are offered, sold, provided and serviced solely by Gartner, Inc.

NOTE: In situations where your company desires to assign a Service to a contractor/sub-contractor

- The contractor must be a full-time equivalent, meaning they have a company assigned email address, company business cards and function for all intents and purposes as a full-time employee (as opposed to a temporary contractor for a discrete term);
- Company must contractually agree to pass on to contractor the Gartner Usage Policy and to be liable in the event of any misuse or non-compliance with the Services;
- Contractor must agree to only use the Services for your company (i.e., the company that issued the Service);
- In no instance is it ever acceptable for a Named User to share their Username and Password with the contractor; and
- Upon termination of the contractor's service term with your company please arrange to reassign the User entitlement to another within your company per Gartner Usage Policy referenced above.

Each Named User may use their User Name and Password to access the Services on up to four (4) different computers or personal devices (i.e., desktop, computer, laptop computer, mobile device, or wireless tablet).

Best Practices for proper use of your Username and Password

Why must my Username be my email address?

Acceptable Use

Martha is a newly designated named user (**Named User**). Since Usernames must be personal to the Named User, either Martha's e-mail address at her company or her proper name may be used for her Username.

Unacceptable Use

John Baker, a newly named user (**Named User**), has recently been assigned a Gartner Core Research Advisor Service. John requests that his Username reference the name of his department or his department's generic e-mail address. This is an unacceptable use because Usernames must be personal to the Named User and may not reference a company department or departmental e-mail address. An acceptable Username in this scenario is John Baker, or john.baker@client_company.com.

When is it acceptable to assign a new person to an existing Service (i.e., swap out Username & Password)?

Acceptable Uses

Judy (Named User), an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Named User designated by Client company.

Dawn **(Named User)** leaves the IT department of her Canadian-based company and accepts another position in that company that does not require her to access Gartner Research. At Client's request, Gartner may issue a new Username and Password to a substitute Named User designated by Client company provided such Named User is also based in Canada.

Sally **(Named User)** is about to take maternity leave for three months and would like to reassign her license to John while she is on leave. If a Named User is out on medical leave, Gartner will allow a license transfer to a different individual so long as (i) the Named User is on medical leave greater than 30 consecutive days, and (ii) the license is transferred back to the original Named User upon their return from medical leave.

Unacceptable Uses

Frank (Named User) offers to assist his colleague Sally (Non-User) on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User entitlement. Client should contact their Account Representative to purchase an additional User entitlement. The Account Representative will make sure to find an appropriate solution to meet Sally's requirement.

Frank (Named User) is part of an IT team along with colleagues, Sally and Kate (each, a Non-User). Frank administers the Gartner Services on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner Research. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank (Named User) then assigns his Username and Password to

This Gartner Usage Policy constitutes a baseline policy that is generally applicable to Named Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update this Gartner Usage Policy. 2018 Gartner, Inc. and/or its Affiliates. All Rights Reserved. Update: 19-JULY-2021
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Kate (Non-User) so that she may access the Gartner Services. This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User entitlement.

Substitutions of Named Users are permitted only on a non-routine basis in two discrete situations: (1) where the original Named User permanently leaves Client company, or (2) where there is a substantial change in the original Named User's job responsibilities so that he/she no longer requires access to Gartner Research.

Use of Computers or Personal Devices to Access the Services

Acceptable Uses

Frank **(Named User)** owns multiple computers and personal devices. Sometimes he uses his laptop to access the Services. Other times he likes to use his Smartphone or his wireless tablet to access the Gartner Research Documents. All of these uses are acceptable uses so long as Frank is using the computers and personal devices solely for his own individual access to the Services.

Unacceptable Uses

Henry (Named User) has shared his login credentials (Username and Password) with five of his colleagues. Each of the five colleagues has thereafter accessed gartner.com with their different computer and personal devices. These are unacceptable uses because a Named User's Username and Password are for his own individual use and may not be shared with others. If Henry would like his five colleagues to log on to gartner.com and access the Services, he will need to arrange for his company to contact the Gartner Account Representative and purchase additional User entitlements.