

# Service Agreement 516-82-k

## FOR SE INFOSTRUKTŪRA ("CLIENT") DATED 28/10/2016

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner España S.L. of Edificio Pirámide Paseo de la Castellana 31, 28046 Madrid ("Gartner") and Client SE Infostruktūra for the Services (as defined below), and shall be effective when signed by both parties. Client agrees to subscribe to the following Services for the term and fees set forth below.

### 1. DEFINITIONS

a. **Services** are the research services purchased by Client, as indicated on the Order Schedule below and described in the Service Descriptions.

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

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the Service names, the Level of Access names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an Additional Service Agreement is required.

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee €</u>	<u>Total Fee €</u>
Barcelona SYM Registrations		2	Darius Didžgalvis Gintaras Monkevičius	11/06/16	11/10/16		3800.00
				<b>Total Services:</b>	<b>(Excluding VAT)</b>		<b>7600.00</b>

### 2. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner. Event registrations are due upon receipt per invoice terms.

3. **Cancellation and Substitution Policy** Registrations may be refunded, or a ticket re-activated, if a cancellation is made in writing up to 30 calendar days prior to the start of the event. Cancellations received within 30 calendar days of an event will not be refunded and/or tickets will not be re-activated. Cancellation within the penalty period as well as non-attendance will result in a cancellation penalty invoice for the full registration amount due. Substitution of registrations may be made at any time up to the start of the Symposium. Non-attendance will be considered a cancellation within the 30 calendar day policy, where full penalty will be enforced. Sharing of attendee passes is not permitted. This Symposium is organized by Gartner who reserves the right, in its sole discretion, to limit or deny access to the Symposium to any entity or individual. Gartner's receipt of an application and/or payment does not constitute acceptance. Application and payments that are not accepted will be returned. **VERY IMPORTANT:** Your registration will not be complete until your payment is received. Payment must be received prior to admittance to event. To ensure your payment is correctly assigned to your record please quote your invoice number in the payment description and correspondences.

### 4. CLIENT BILLING INFORMATION

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.

Purchase Order Number: SE INFOSTRUKTŪRA  
Billing Address: PILICIS 23/15  
VAT Number: LT217386811  
Invoice Recipient Name: SE INFOSTRUKTŪRA  
Invoice Recipient Email: INFO@INFOSTRUKTURA.LT  
Invoice Recipient Tel. No.:

*Deimantas Jonikas*  
Vyresnysis saugos ekspertas

*Nelita Stepanonienė*  
Administratorė

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*Marius Gurskas*  
Pirkimų projektų vadovas

*Aurelija Radvilienė*  
Vyr. buhalterė

*Sandra Gražuvienė*  
Administravimų ir komunikacijos vadovė

5. AUTHORISATION

By acceptance:

<p><b>Client</b>  <i>Darius Didžgalvis</i>          laikinai einantis VI „Infostruktūra“          direktoriaus pareigas</p>	<p><b>Gartner Espana S.L.</b></p>
<p><b>Print name and title</b></p>	<p><i>Lead Sponsorship, CApps - Enea Events</i>  <b>Print name and title</b></p>
<p><i>[Signature]</i>    <b>Stamp, Signature and Date</b></p>	<p><b>Gartner</b>          GARTNER ESPAÑA S.L.          CIF - B84184217  <i>[Signature]</i>  <b>Stamp, Signature and Date</b></p>

## General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancellable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in 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*, which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization and quote or excerpt from the Services externally.

3. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process. Client acknowledges that Gartner is in the business of researching and analysing information technology and this obligation of confidence shall not apply to information obtained by Gartner's research, analysis or consulting organisation from other sources.

4. **Disclaimer of All Other 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 merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. Client recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that Client may take based on the Services or any information or data contained therein. Client understands that it assumes the entire risk with respect to the use of the Services.

5. **Data protection.** In performing its obligations under this Agreement, Gartner and Client will each comply with all applicable data privacy legislation. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent or is otherwise lawful.

### 6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Applicable Law.** Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the Spain, without reference to its conflict of law principles and finally resolved by the Commercial Law Court located in Madrid

(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 Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(e) **Surviving Clauses.** Sections 3, 4, 5, and 6 (b), (c), (d), and (e) shall survive the termination of this SA.

