

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**WILLIAMSON COUNTY ADDENDUM TO THE
SERVICE AGREEMENT
WITH
GARTNER INC.
(FY25 – FY28)**

The underlying Addendum (the “Addendum”) to the Services Agreement (“Agreement”), between Gartner, Inc. (“Gartner”) and Williamson County, Texas (“Customer”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement.

- 1. Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

 - This Addendum;
 - Gartner, Inc.’s Service Agreement;
 - Cooperative Contract DIR-CPO-5253

- 2. Termination for Convenience.** The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Gartner. In the event of such termination, it is understood and agreed that only the amounts due to Gartner for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The Customer’s termination of this Agreement for convenience.

- 3. No Indemnification by The Customer.** Gartner acknowledges and agrees that under the Constitution and the laws of the State of Texas, The Customer cannot enter into an agreement whereby The Customer agrees to indemnify or hold harmless any other party, including but not limited to Gartner; therefore, all references of any in this Agreement to The Customer indemnifying, holding or saving harmless any other party, including but not limited to Gartner, for any reason whatsoever are hereby deemed void and deleted.

- 4. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 5. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. The Customer's Right to Audit.** Gartner agrees that The Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Gartner which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Gartner agrees that The Customer shall have access during normal working hours to all necessary Gartner facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Gartner reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of The Customer under this Agreement do not constitute a general obligation or indebtedness of The Customer for which The Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The Customer shall have the right to terminate this Agreement at the end of any Customer's fiscal year if the governing body of The Customer does not appropriate sufficient funds as determined by The Customer's budget for the fiscal year in question. The Customer may effect such termination by giving written notice of termination to Gartner at the end of its then-current fiscal year to be effective as of the last day of The Customer's fiscal year.
- 8. Payment, Interest and Late Payments.** The Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Gartner, The Customer shall notify Gartner of the error not later than the twenty first (21st) day after the date The Customer receives the invoice. If the error is resolved in favor of Gartner, Gartner shall be entitled to receive interest on the unpaid balance of the invoice submitted by Gartner beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The Customer, Gartner shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 9. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The Customer. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Gartner shall furnish The Customer with a certification of coverage issued by the insurer. Gartner shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Gartner shall also notify The Customer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
- 10. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11. Sales and Use Tax Exemption.** The Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The Customer. Exemption certificates will be provided to contractors and suppliers upon request.
- 12. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The Customer as to whether or not the same are available to the public. It is further understood that The Customer's officers and employees shall have

the right to rely on the advice, decisions and opinions of the Attorney General, and that The Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

GARTNER, INC.

By: _____
DocuSigned by:
David Vixama
CCE13228C8BD44B...

Printed Name: David Vixama

Title: Assoc. Director

Date: September 16, 2025, 20

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 23 2025 Time: 2:48 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 23 2025 Time: 9:51 am



DIR-CPO-5253 APPENDIX D

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

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

1. DEFINITIONS AND ORDER SCHEDULE

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

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

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

Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1	Service Period 2	Service Period 3
Technical Professionals-Advisor Small and Midsize Business Enterprise Access	1	[REDACTED]	36	01-Nov-2025 31-Oct-2028			
IT Leaders Individual Access Advisor	1	[REDACTED]	36	01-Nov-2025 31-Oct-2028			
IT Leaders Individual Access Advisor	1	[REDACTED]	36	01-Nov-2025 31-Oct-2028			
IT News and Insight	1	[REDACTED]	36	01-Nov-2025 31-Oct-2028			
Total Fee Exclusive Of Applicable Tax					USD 150,340.00	USD 153,018.00	USD 158,374.00

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

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Technical Professionals	https://sd.gartner.com/sd_techpro_advisor_smb.pdf
IT Leaders Individual Access Advisor	https://sd.gartner.com/sd_itl_individual_advisor.pdf
IT News and Insight	https://sd.gartner.com/sd_it_news_insight.pdf

3. PAYMENT TERMS



Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Appendix A of the DIR Contract. Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to americascontracts@gartner.com.

CUSTOMER BILLING INFORMATION

[Redacted]

Purchase Order Number

[Redacted]

[Redacted]

[Redacted]

4. AUTHORIZATION

WILLIAMSON COUNTY

GARTNER, INC.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

DocuSigned by:
Ashley Beluch
3C6861B4DAC2436...

Ashley Beluch

Senior Contracts Specialist

July 22, 2025

General Terms and Guidelines for Vendor's Services

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

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

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

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

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

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED BY THE DIR CONTRACT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN.

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

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

Certificate Of Completion

Envelope Id: [REDACTED]

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Subject: Complete with Docusign: SO_WILLIAMSON COUNTY [REDACTED]

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

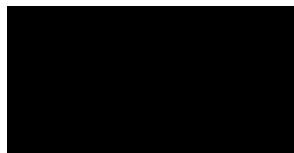
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Initials: 3

AutoNav: Disabled

Envelopeld Stamping: Disabled

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



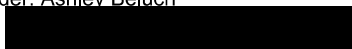
Record Tracking

Status: Original

Holder: Ashley Beluch

Location: DocuSign

7/22/2025 12:42:33 PM



Signer Events

Signature

Timestamp

Ashley Beluch

DocuSigned by:

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Sent: 7/22/2025 12:42:44 PM

Viewed: 7/22/2025 12:42:51 PM

Signed: 7/22/2025 12:44:18 PM

Freeform Signing

[REDACTED]

Senior Contracts Specialist

GARTNER, INC.

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style



Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/22/2025 12:42:44 PM

Certified Delivered

Security Checked

7/22/2025 12:42:51 PM

Signing Complete

Security Checked

7/22/2025 12:44:18 PM

Completed

Security Checked

7/22/2025 12:44:18 PM

Payment Events

Status

Timestamps

Certificate Of Completion

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Subject: Complete with Docusign: Updated ADDENDUM Gartner [REDACTED]

Source Envelope:

Document Pages: 8 Signatures: 1 Envelope Originator: [REDACTED]

Certificate Pages: 1 Initials: 3

AutoNav: Disabled

Envelopeld Stamping: Disabled

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

Record Tracking

Status: Original Holder: David Vixama Location: DocuSign

9/16/2025 5:23:19 PM [REDACTED]

Signer Events


David Vixama [REDACTED]

Assoc. Director

Gartner, Inc.

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 CCE13228C8BD44B...
 Signature Adoption: Pre-selected Style [REDACTED]

Timestamp

Sent: 9/16/2025 5:23:52 PM

Viewed: 9/16/2025 5:24:00 PM

Signed: 9/16/2025 5:26:00 PM

Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
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Payment Events

Status

Timestamps