

# Gartner

---

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made as of the \_\_\_ day of \_\_\_\_, 200\_ by and between \_\_\_\_\_, ("Company") and Gartner, Inc. ("Gartner").

Gartner hereby consents to the use by Company in its \_\_\_\_\_ ("Filing"), of the Gartner material set forth on the attached Exhibit A ("Gartner Information"), subject to the following terms and conditions.

The Gartner Information in the Filing shall be presented as representing data or viewpoints published by Gartner, and not as a representation of fact. Company acknowledges that Gartner is unable to assume responsibility for third parties' reliance on information contained in the Filing, including Gartner Information, and agrees to indemnify and hold harmless Gartner, its officers, employees and agents, from and against any and all claims liabilities and losses (including reasonable attorney's fees) arising, directly or indirectly, out of the use of the Gartner Information in the Filing.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law principles.

(CLIENT)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Gartner Incorporated

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A