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2009 IT Market Compensation Study

Overview





Gartner, Inc. is the leading provider of research and analysis on the global information technology industry. We offer a suite of workforce management (WFM) products and services specially designed for information technology (IT) organizations.

Managing your human capital involves all the critical issues relating to the people side of the business, such as compensation, recruitment, retention, rewards and career development. Wouldn't it help to know what organizations similar to yours are doing? The renowned Gartner annual IT Market Compensation Study provides you with a comprehensive WFM tool to address all your compensation and HR benchmarking needs for the U.S. marketplace.

The Gartner IT Market Compensation Study is published annually in July. Clients receive a paper-based report, as well as electronic access to the Gartner Web-enabled compensation platform, where you are able to select predefined peer groups against which to benchmark your data.

The Gartner IT Market Compensation Study gives you information and insight you can't find anywhere else:

- **IT expertise**—Our 2009 study includes 152 of the best-defined benchmark job descriptions in the market (including emerging and difficult-to-find positions).
- **Compensation data**—We provide multiple views of market data that include base pay and short-term incentive cash compensation. The following reports are available:
 - Compensation Data by Job Title: A comprehensive report of each surveyed job, organized by job family, listing percentile data and median (by scope variant) for all cash compensation elements.
 - Compensation Data Summary: A summary report of compensation data for all jobs surveyed.
- **Compensation analysis report**—We perform a series of sample comparison analyses using current and historical data to provide you an in-depth analytical view of job-based compensation to reveal

current practices and trends. We also provide a series of multipliers you can use to adjust (approximate) national-level compensation data to a regional, industry or selected Metropolitan Statistical Area (MSA) level.

- **Hot skills pay data**—We provide data on what the market is commanding for “hot-skilled” IT professionals.
- **Web-enabled compensation platform**—You receive one full year of access to our study Web site where you can do any or all of the following:
 - Download the survey benchmark job descriptions in Excel or Word format.
 - Download the compensation data summary for the national level, as well as by selected criteria (industry, region, company and IT organization size) in Excel (.xls), comma-separated value (.csv) and text (.txt) file formats.
 - As a participant, compare your base pay and total cash compensation practices against peer groups and the total survey population.
 - Perform data aging and download the aged data in Excel format.
 - Perform predefined cuts of data by industry, company size, IT organization size and geographic market.
- **Current HR practices**—We provide strategic data on current benchmark practices in such areas as recruitment, retention, reward, recognition, work/life programs and career development, and training programs.

The Gartner IT Market Compensation Study will provide you with a holistic approach to the complex tactical and strategic issues surrounding compensation and human capital. You won't find anything that compares in today's marketplace!



See for yourself. Take a look at the following examples of actual study data and information from the 2008 edition:

- HR practices information
- IT benchmark job description
- Compensation reports
 - Compensation Data by Job Title
 - Compensation Data Summary
- List of 2009 participants
- List of 2009 benchmark jobs



Human resources practices section—excerpt from the 2008 study

VARIABLE PAY PRACTICES

Over the past few years, attracting and retaining high performing, skilled IT talent has been a primary challenge for many IT organizations. This, coupled with increasing cost pressures, has driven many IT organizations to more aggressively adopt variable pay programs. This year, 81.0% of respondents reported having some type of short-term incentive/bonus program for IT. Exhibit 54 presents the typical programs offered to IT employees. A combination of corporate performance and individual performance metrics are frequently used in determining incentive or bonus plan payouts. Spot awards continue to be an effective way to provide immediate recognition of exceptional performance and contributions throughout the year.

As organizations seek better ways to manage compensation costs while continuing to reward employees and drive superior performance, variable pay programs will play an even greater role in the total rewards strategy. Whether you are under pressure to cut compensation costs, or considering the suspension of your annual incentive plans, ask the following questions to determine if your current programs have a positive influence on performance and if you can still maintain or enhance performance without these annual incentive plans:

- Do managers and employees feel they can achieve the goals at the individual and team level?
- Do employees feel they can have an impact on performance or do they just appreciate the payout when it occurs?
- Do employees feel their contributions are properly reflected in their incentives and bonuses?
- Would the same or better performance occur without the incentive plans?

The answers to these questions can help assess the value of such programs and make a case to enhance the programs rather than reduce, suspend or eliminate them.

Extent short-term incentive/bonus programs are used*

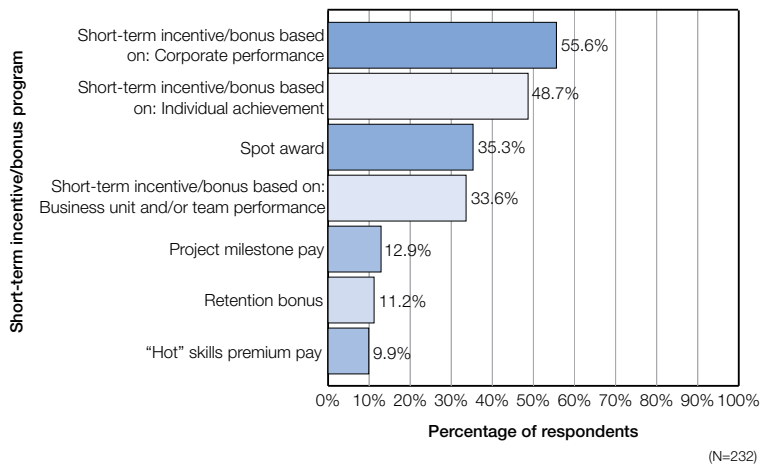


Exhibit 54

*Percentage of respondents who reported short-term incentive/bonus programs as being used "moderately"(3) to "extensively"(5)



IT benchmark job description—excerpt from the 2008 study

JOB FAMILY: DATA STRATEGY AND MANAGEMENT

Database Manager

Job# 1400

Scope variant
Maps to level 2

General characteristics

Responsible for ensuring the design, maintenance and implementation of database management systems, which provides the organization with orderly methods of data storage and controlled access to data. Possesses the technical expertise to provide leadership and manage the design and development of the organization's database environment. Ensures the design and installation of database management system applications and the establishment of the appropriate linkages to existing database applications and to other data processing systems. Ensures the development of a backup and recovery scheme for the database environment and the development and implementation of disaster recovery and business continuance procedures.

Dimensions

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field. Or equivalent work experience.

Experience: Typically has 7 to 10 years of experience in development, implementation and maintenance of database management systems across multiple platforms. Requires prior management, supervisory or team leader experience including project management experience.

Breadth: Middle level management in database management and administration functions. Works under general direction of senior level management. Typically manages and mentors supervisors, project leaders and/or technical staff. Frequently reports to a Chief Technology Officer, IT Chief Operating Officer, Director, Systems and Programming, Operating Unit IT Executive or Departmental IT Executive.

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Compensation Data by Job Title—sample data from the 2008 study

Compensation Data by Job Title

Database Manager – 1400

Annual dollars (\$'000s)	Base salary	Total target short-term incentives/bonuses	Total actual short-term incentives/bonuses	Total cash compensation
Percentile				
P90	142.7	33.3	35.8	167.1
P75	127.6	25.2	23.4	148.0
Median (P50)	114.6	13.2	17.0	121.8
P25	109.5	13.4	12.3	118.3
P10	96.2	9.8	6.7	98.3
Average weighted by				
Incumbent	116.7	16.5	16.0	127.2
Organization	118.5	15.0	17.0	126.9
Counts				
Incumbent count	264	168	212	250
Organization count	118	70	89	123
Median by scope variant				
1	96.2	9.1	8.9	101.8
(Incumbent count)	(34)	(37)	(29)	(34)
2	116.3	17.2	14.0	125.7
(Incumbent count)	(153)	(146)	(134)	(173)
3	138.3	25.0	21.5	151.6
(Incumbent count)	(41)	(32)	(33)	(46)
4	*	*	*	*
(Incumbent count)	(*)	(*)	(*)	(*)

Short-term incentives/bonuses	
In percentages	
Percent of organizations offer	86.3%
Percent of incumbents eligible	85.0%
Percent of incumbents received	74.7%
Average total actual as percent of base salary	17.1%
Average total target as percent of base salary	15.9%
In \$'000s	
Median actual annual incentives/bonuses	13.0
Median actual project milestone pay	*
Median actual all other short-term incentives/bonuses ¹	0.8

¹Includes short-term incentives/bonuses other than project milestone pay and annual incentives/bonuses awarded for fiscal year 2007. Sign-on bonuses were excluded from this calculation.

Salary range (\$'000s)	Median (P50)	Organization count
Maximum	123.1	111
Midpoint	116.9	91
Minimum	86.8	108

FLSA status	
Percent of exempt incumbents	100.0%
Of those exempt incumbents, percent eligible for overtime	0.0%

*Insufficient information to report

**More than 30% of incumbents reported by one organization

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Compensation Data Summary—sample data from the 2008 study

Compensation Data Summary

Job family: Application Development

Job #	Job title	Incumbents/ organizations	Average weighted by: Incumbent Organization		P10	P25	Median	P75	P90
1200	Director, Systems and Programming	903/153							
	Base salary		134.6	142.4	118.0	123.3	137.9	142.3	162.0
	Total cash compensation		169.0	167.0	127.7	130.4	151.9	172.6	206.2
1210	Manager, Application Development	3432/216							
	Base salary		101.2	103.2	84.3	92.3	100.3	107.9	137.0
	Total cash compensation		123.2	126.2	94.4	101.1	113.6	136.9	158.9
1220	Application Architect	2401/134							
	Base salary		94.1	106.8	78.5	81.9	97.2	106.5	123.6
	Total cash compensation		109.5	118.5	77.3	86.6	105.9	114.3	133.4
1230	Enterprise Application Integration (EAI) Engineer	1237/60							
	Base salary		90.4	99.5	77.1	86.0	94.2	103.2	112.2
	Total cash compensation		107.4	108.3	87.0	86.7	105.2	114.1	123.2
1240	Systems Analyst	6446/141							
	Base salary		78.0	72.9	53.0	64.6	75.4	85.8	94.5
	Total cash compensation		89.6	86.6	51.0	63.2	86.9	98.1	104.8
1250	Application Development Analyst	12518/182							
	Base salary		71.7	73.8	55.6	68.5	79.7	95.0	106.0
	Total cash compensation		82.6	74.3	56.8	77.3	89.7	96.1	111.9

*Insufficient information to report

**More than 30% of incumbents reported by one organization

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2009 participant list

20th Century Fox
AAA Northern California, Nevada & Utah
ADP
Adventist Health System
Aera Energy Services Company
Aflac, Inc.
AgFirst Farm Credit Bank
AIPSO
Alliant Techsystems, Inc.
Alpha Natural Resources
American Airlines
American Century Investments
American Express
American Family Insurance
American International Group, Inc.
American Israel Public Affairs Committee
American Red Cross
Ameriprise Financial
Amtrak
Ansaldo STS USA, Inc.
Armstrong World Industries, Inc.
Ascension Health
Association of American Medical Colleges
Aurora Health Care
Automobile Club of Southern California
Avis Budget Group
Avnet, Inc.
Avon Products, Inc.
Baldwin & Lyons, Inc.
Blue Cross Blue Shield of Florida
Blue Cross Blue Shield of Kansas City
Blue Cross Blue Shield of North Carolina
Blue Cross Blue Shield of Rhode Island
Blue Cross Blue Shield of South Carolina
BMW Financial Services
Boeing Employees' Credit Union
BOK Financial Corporation
Boston Medical Center HealthNet Plan
Branch Banking & Trust Company
Brandes Investment Partners, L.P.
California ISO
Campbell Soup Company
Campus Crusade for Christ
Campus Management Corporation
CareFirst BlueCross BlueShield
CARQUEST - General Parts International
Catalent Pharma Solutions
Chatsworth Products, Inc.
Chelan County PUD
Children's Hospitals and Clinics of Minnesota
Children's Medical Center of Dallas
CHS Inc.
CIGNA
CIT Group Inc.
Citi - North America Operations & Technology
City and County of Denver
City of Corpus Christi
City of Henderson
City of San Antonio
City of Tallahassee
Classified Ventures
CME Group
CNA Insurance
Colonial Bank
Colorado Springs Utilities
Commerce Bancshares, Inc.
ConAgra Foods
Consumers Union
Corinthian Colleges Inc.
County of Marin
Covance Inc.
Coventry Health Care, Inc.
Cox Enterprises, Inc.
Crayola LLC
Credit Acceptance Corporation
Crowe Horwath LLP
CUNA Mutual Group
CVS CaremarkRx
Daiichi Sankyo, Inc.
Danbury Health Systems, Inc.
Dart Energy Corporation
Data Recognition Corporation
Daymon Worldwide
Del Monte Foods Company
Deloitte & Touche LLP
Deluxe Corporation
DePaul University
DeVry, Inc.
DIRECTV, Inc.
Dominion Resources, Inc.
Domino's Pizza, LLC
DTE Energy
Duke University & Health System
Education Management Corporation
Edward Jones
Eisai Corporation of North America



2009 participant list continued

Erie Insurance Group
Excellus Blue Cross Blue Shield
Farm Credit Bank of Texas
Farmers Insurance Group
Federal Home Loan Bank of Atlanta
Federal Home Loan Bank of Pittsburgh
Federal Reserve Bank of Atlanta
Federal Reserve Bank of Dallas
Federal Reserve Bank of Kansas City
Federal Reserve Bank of San Francisco
Federal Reserve Information Technology
Fender Musical Instruments
Fifth Third Bank
Fireman's Fund Insurance Company
Ford Motor Company
Franklin Templeton Resources
Froedtert & Community Health
G&K Services, Inc.
GATX Corporation
General Mills
General Nutrition, Inc. (GNC)
Georgia Technology Authority
Gerdau Ameristeel
Glatfelter Insurance Group
Global Payments
Greater Baltimore Medical Center
Greater Orlando Aviation Authority
Great-West Life & Annuity Insurance Company
Greene, Tweed & Co.
H&R Block
Hannaford Bros. Co.
Harley-Davidson Motor Company
Harris County Hospital District
Hawaii Pacific Health
HD Supply, Inc.
Health Care Service Corporation
Health Net, Inc.
Herbalife International of America
Herman Miller, Inc.
Highmark Inc.
HNTB Companies
Home Box Office, Inc.
Horizon Blue Cross Blue Shield of New Jersey
HSBC-North America
Hunt Consolidated
ICW Group
IKON Office Solutions
ING
Ingram Micro
Intercontinental Hotels Group
International Game Technology
International Paper
International Speedway Corporation
Jack in the Box Inc.
John Hancock Financial Services
Johns Hopkins University
Johnson Controls, Inc.
Kaleida Health
Kansas City Power & Light Company
Kelly Services, Inc.
Kent State University
Kindred Healthcare, Inc.
L.L. Bean, Inc.
Lakeland Regional Medical Center
Land O'Lakes
Liberty Mutual Group
Limited Brands
Los Alamos National Laboratory
Los Angeles Unified School District
Lower Colorado River Authority
Lowe's
Marriott International, Inc.
Mars Information Services
Maryland Procurement Office
MasterCard WorldWide
Mayo Clinic
McCormick and Company
McDonald's Corporation
McGraw-Hill
McKee Foods Corporation
MedCath
Medline
MEDRAD, Inc.
Mercury Insurance Group
MetLife
Michael Baker Corporation
Michael Foods, Inc.
Minnesota Department of Employment and Economic
Development
MIT Lincoln Laboratory
Mohawk Industries, Inc.
Molson Coors Brewing Company
Montgomery County
Moraine Valley Community College
Moss Adams LLP
MSC Industrial Direct Co., Inc.



2009 participant list continued

Munich Reinsurance America, Inc.
Mutual of Omaha
MVP Health Care
National Renewable Energy Lab
Navistar, Inc.
Navy Exchange Service Command
NBC Universal
Nebraska Public Power District
Northwestern Mutual
NuStar Energy
NV Energy
NYU Langone Medical Center
Ocean Spray Cranberries, Inc.
OfficeMax
OneAmerica Financial Partners, Inc.
OneBeacon Insurance Group, Ltd.
Oregon Health & Science University
Pacific Gas & Electric Company
PacifiCorp
Paetec
Partners HealthCare System, Inc.
PEMCO Insurance
Pharmavite LLC
PJM Interconnection
Progressive
ProLogis
Protective Life Corporation
Providence Health & Services
QBE the Americas
Ralphcorp Holdings Inc.
RAND Corporation
Robert Half International
Roche Diagnostics
Rodale Inc.
Rollins, Inc.
SAIF Corporation
Sara Lee Corporation
Sarasota County Government
SCANA Corporation
Schneider National
Selective Insurance Company of America
Sempra Energy
Sentry Insurance
Sharp HealthCare
Shearman & Sterling LLP
Sidley Austin LLP
Sisters of Mercy Health System
SMSC Gaming Enterprise
SonoSite, Inc.
Sony Computer Entertainment
Southern Company
Sparrow Health System
Spectrum Health
St. Johns River Water Management District
Standard Pacific Homes
State of Arkansas
Sun Microsystems
SunTrust
Sutter Health Support Services
Symetra Financial
Synovus Financial Corporation
T. Rowe Price Associates, Inc.
Takeda Pharmaceuticals, N.A.
Talbots
Tate & Lyle, Americas
TD Ameritrade
TDS Telecom
Tesoro Corporation
Texas Guaranteed Student Loan Corp (TG)
Texas Mutual Insurance Company
Texas State University-San Marcos
The Auto Club Group
The Children's Hospital of Philadelphia
The Hanover Insurance Group, Inc.
The Irvine Company
The Johns Hopkins Hospital
The Kellogg Company
The Longaberger Company
The Nielsen Company
The Options Clearing Corporation
The Regence Group
The Scotts Miracle-Gro Company
The Walt Disney Company
The Washington Post
Thrivent Financial for Lutherans
Total System Services, Inc. (TSYS)
Townsend Analytics
TransUnion LLC
Travis County
TriHealth
Trinity Health
Triwest Healthcare Alliance
TTX Company
Tween Brands
UAB Health System
Underwriters Laboratories Inc.



2009 participant list continued

Unilever
United Stationers
UnitedHealth Group
University at Buffalo
University of Baltimore
University of Massachusetts Boston
University of Medicine & Dentistry of New Jersey
University of Michigan
University of Pennsylvania
University of Pittsburgh Medical Center
University of Wisconsin-Madison
Unum
Valassis Communications, Inc.
Verizon Wireless
Villanova University
Virginia Community College System
Volvo Group North America
VWR International
W.L. Gore & Associates, Inc.

W.W. Grainger, Inc.
Wachovia Corporation
Watson Pharmaceuticals, Inc.
Wellcare
WellPoint, Inc
West Bend Mutual Insurance Company
West Pharmaceutical Services
Westar Energy
Western Michigan University
Western Refining, Inc.
Westfield Group
Weyerhaeuser Company
Wilmington Trust
Wm. Wrigley Jr. Company
Worthington Industries
YMCA of the USA
Zale Corporation
Zions Bancorporation
Zurich North America



2009 benchmark job titles

Senior IT Leadership

Chief Information Officer
Chief Technology Officer
IT Chief Operating Officer
Operating Unit IT Executive
Departmental IT Executive
E-Business Executive
Chief Information Security Officer
IT Infrastructure Executive

Application Development

Director, Systems and Programming
Manager, Application Development
Application Architect
Enterprise Application Integration (EAI) Engineer
Systems Analyst
Application Development Analyst

Data Strategy and Management

Database Manager
Data/Information Architect
Data Modeler
Database Analyst
Database Administrator

Quality Assurance

Manager, Quality Assurance
Quality Engineering Consultant
Quality Assurance Analyst

Technology Research

Manager, Technology Research
Technology Research Analyst

Client Technologies

Manager, Client Technologies
Client Technologies Analyst
Client Technologies Technician

Customer Support

Manager, Customer Support
Customer Support Analyst
Customer Support Technician

Network Management

Director, Network Operations
Manager, Network Operations
Network Architect
Network Engineer
Network Analyst
Network Administrator
Network Technician

Internet Planning, Engineering and Operations

Manager, Internet Operations
Internet/Web Architect
Internet/Web Engineer
Web Application Programmer
Web Designer
Webmaster
Internet/Web Systems Administrator
Web Customer Support Specialist

Operations

Director, Data Center Operations
Manager, Computer Operations
Supervisor, Computer Operations
Computer Operator
Manager, Capacity Planning
Capacity Planner
Manager, Production Support
Production Support Analyst

Telecommunications

Manager, Telecommunications Operations
Telecommunications Engineer
Telecommunications Technician

Electronic Commerce

Director, Electronic Commerce
Manager, Electronic Commerce
Electronic Commerce Analyst
EDI Specialist

Enterprise Information Management

(formerly Business Intelligence Systems Management)

Chief Informatics Officer
Director, Data Warehouse
Manager, Data Warehouse
Business Intelligence Architect
Data Warehouse Analyst
Data Warehouse Administrator
Master Data Management Specialist
Manager, Decision Support
Decision Support Specialist
Decision Support Administrator
Manager, CRM Technology
E-Discovery/Litigation Support Consultant
Knowledge Engineer
GIS Specialist



2009 benchmark job titles continued

Enterprise Resource Planning (ERP)

ERP Team Lead
ERP Team Member
ERP Configurer
ERP Programmer/Analyst
ERP Systems Support Specialist
ERP Systems Administrator
SAP Team Lead
SAP Team Member
SAP Programmer/Analyst
SAP Systems Support Specialist
Basis/ALE Technical Consultant

Sourcing and Vendor Relationship Management

Chief Sourcing Officer
Manager, IT Procurement
IT Procurement Specialist
Manager, Vendor Relationships
Manager, Outsourcing Contracts
Contracts Manager
Finance/Administration Specialist
Technical Advisor

Business Management

Asset Manager
Asset Management Administrator
Director, HR IT
Manager, HR IT Staffing
Technical Recruiter
HR IT Generalist
Director, IT Process and Change Management
Documentation Specialist/Technical Writer
Manager, IT Communications
IT Communications Specialist
Manager, IT Finance
Director, IT Risk and Compliance
Manager, IT Audit
IT Auditor
Business Management Specialist

Training

Manager, Technical Training
Technical Trainer

Security Management

Security Manager
Security Analyst
Data Security Specialist
Network Security Specialist
Systems Security Specialist
Web Security Specialist
Information Security Architect

Business Continuation Management

Manager, Business Continuation
Business Continuation/Disaster Recovery Specialist

Product Development

Manager, Product Development
Product Architect
Product Engineer
Product Developer

Systems Programming and Administration

Manager, Systems Software
Systems Architect
Systems Software Programmer
Groupware Specialist
Systems Administrator
UNIX Systems Administrator
Storage Management Specialist

Business Analysis and Planning

Director, Enterprise Architecture
Manager, IT Business Planning
Enterprise Architect
Business Process Consultant
IT Business Consultant
Business Analyst
Director, Business Relationships
Manager, Customer Relations
Director, Business Process

Release Management

Configuration Management Analyst
Release/Build Engineer

Program Management

Director, Program Management
Program Manager
Project Manager
Project Leader
Project Management Specialist
Resource Manager

Customer Service Hotline

Manager, Customer Service Hotline
Customer Service Hotline Representative

Technical Product Support

Manager, Technical Product Support
Technical Product Support Analyst
Technical Product Support Specialist



GARTNER IT MARKET COMPENSATION STUDY

Order form

If you are interested in purchasing the 2009 edition of the IT Market Compensation Study, please print and complete this Order form, initial the attached General Terms and Conditions, and fax both to 1 866 713 3757.

I would like to purchase:

- 2009 IT Market Compensation Study and workforce management research reports
Price \$3,900 (Booking code: ITCNP)
- 2009 IT Market Compensation Study
Price \$3,000 (Booking code: ITCOMP)

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Title: _____

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City, State, Zip: _____

Phone: _____ E-mail: _____

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Gartner Account Executive: _____

How did you learn about our study? _____

General Terms and Conditions

Initials: _____

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7. **Liability.** Except for violations by Client of authorized usage rights to the Service or Gartner's intellectual property rights (i.) each Party's liability under the Contract under any theory of liability shall be limited to the fees paid by Client under the Contract under which such liability arose and (ii.) neither party shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the Service, whether or not such party has been advised of the possibility of such damages.

8. Miscellaneous

(a) **Assignability.** Except for assignment to a parent, subsidiary, affiliate or successor entity by merger or acquisition neither party may assign the Contract and the license to access the Web-based compensation platform without the written consent of the other party.

(b) **Arbitration.** Any unresolved dispute under the Contract shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the Streamlined Arbitration Rules and Procedures of JAMS, or such other entity as the parties may agree. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The parties consent to the jurisdiction of the courts of the state of Connecticut. Gartner shall have the right to obtain injunctive relief in any court of competent jurisdiction in the event of any breach of Sections 2 or 3. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** The Contract shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Force Majeure.** Except for payment obligations, nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, governmental acts or restrictions, failure of suppliers, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

(e) **Severability.** To the extent necessary to render a provision valid and enforceable in that jurisdiction, a reviewing court may modify any provision of the Contract that it finds to be invalid or unenforceable. The other provisions of the Contract shall not be affected. Any unenforceability in a particular jurisdiction shall not affect enforceability in any other jurisdiction.

(f) **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.

(g) **No Third Party Beneficiaries.** The Contract is for the benefit of the parties only. No third party shall have the right to (i) rely on the Service provided by Gartner, or (ii) seek to impose liability on Gartner as a result of the Service.

(h) **Surviving Clauses.** Sections 5, 6, 7, and 8 (b), (c), (f) and (h) shall survive the termination of the Contract.

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