**QUOTE INDEMNIFICATION AGREEMENT**

***\*\*\*Note: The Required Disclaimer on Exhibit A and the Terms and Conditions of Gartner’s***

***consent to quote on Exhibit B are not negotiable and may not be changed. \*\*\****

 THIS QUOTE INDEMNIFICATION AGREEMENT (the “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 201\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_ corporation with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Issuer”) and Gartner, Inc., a Delaware corporation with offices at 56 Top Gallant Road, Stamford, Connecticut 06902-7700 (“Gartner”).

 Gartner hereby consents to the quotation by Issuer in its [Name of Confidential Information/Offering Memorandum, etc.] relating to the private placement of its securities dated on or around \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ (the “Offering Document”), of the Gartner material set forth on the attached **Exhibit A** (the “Gartner Material”).

In consideration of Gartner’s consent, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Issuer hereby acknowledges and agrees to the terms and conditions set forth on the attached **Exhibit B**.

 In witness whereof, the Issuer and Gartner have executed this Agreement as of the date set forth above.

[Issuer]

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its duly authorized: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Gartner, Inc.

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its duly authorized: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Exhibit A

Gartner Material

[Insert quoted material]

**Required Disclaimer (to appear on the same page as the reference to the Gartner Reports):**

The Gartner Report(s) described herein, (the "Gartner Report(s)") represent(s) research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this [Name of Offering Document]) and the opinions expressed in the Gartner Report(s) are subject to change without notice.

Exhibit B

Terms and Conditions of Gartner’s consent to quote:

* 1. The Gartner Material shall be presented in the Offering Document as representing research opinion or viewpoints published by Gartner, and not as a representation of fact.
	2. The disclaimer set forth on Exhibit A shall be included in the Offering Document on the same page as the Gartner Material, or in the vicinity thereof, and in the same font size.
	3. Gartner disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability of fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of the Gartner Material.
	4. The Gartner Material speaks as of its original publication date (and not as of the date of the Offering Document) and that the opinions expressed in the Gartner Material are subject to change without notice.
	5. Gartner shall have no liability for errors, omissions or inadequacies in the Gartner Material or for any interpretations of the Gartner Material.
	6. Gartner does not assume responsibility for any third parties’ reliance on any information contained in the Offering Document, including the Gartner Material.
	7. Issuer agrees to indemnify and hold harmless Gartner, its subsidiaries and their respective directors, officers, directors, shareholders, employees and agents, from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses (including reasonable attorney’s fees and costs) arising, directly or indirectly, and without limitation, out of or in connection with the Offering Document.
	8. Issuer agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to conflict of law principles.