

Section 1:

Gartner Peer Connect Guidelines

The Gartner Peer Connect Guidelines (“Guidelines”) outline the terms of use for this service. They address (i) who can join, (ii) how exchanges are made, (iii) how submitted content is used, (iv) how Gartner protects its users; and (iv) how users engaging in a peer activity can ensure they are complying with antitrust laws.

By using the Peer Connect Service you agree to comply with these Guidelines. Please note that your acceptance of these Guidelines will not in any way affect the terms and conditions of any other contract(s) currently in place between you and Gartner.

You may print these Guidelines or review them at any time from your Gartner Peer Connect home page.

How Peer Connect Works

- Gartner Peer Connect is a set of private communities for professionals who are licensed users and or vetted prospects of an eligible Gartner product. In order to ensure the absence of commercial influence and provide the best possible Q&A and networking, Gartner Peer Connect is organized into private communities based on business function. For example the IT community is available only to IT end user professionals and not to marketing/sales professionals from IT providers.
- Gartner Peer Connect is intended to help you connect with your peers to share business and technology advice and opinions based on your personal experience. It may not be used for any other purpose.
- Opinions expressed by Peer Connect Users are their own and do not represent the views of Gartner.
- Gartner is not responsible for interactions among Peer Connect Users and does not verify the accuracy of Peer Connect User profile information. You agree to take reasonable precautions, both in your online communications and in any offline meetings you may arrange.

What We Expect from Our Peer Connect Users

- In accessing and using Gartner Peer Connect, you agree to comply with all applicable laws and not to abuse the Gartner Peer Connect Service in any way or take any action that would compromise the security or viability of the Gartner Peer Connect website and the Peer Connect Users.

- You agree (i) not to send numerous, repeated requests to Peer Connect Users who've refused a "request;" (ii) not to make threats against Gartner or its competitors; (iii) not to use the Peer Connect service as a forum to market or exploit the services of your own organization or those of a Gartner competitor; (iv) not to include off-topic content irrelevant to community purpose; (v) not to include content or links to content that contain contaminating or destructive features that may damage another computer; (vi) not to duplicate or excessively repeat submissions in different forums; (vii) not to include hyperlinks to competitors' websites; (viii) not to post content to impersonate another person; (ix) not to evade site controls or otherwise disregard the directions of site moderators/ administrators; (x) and not to harvest or collect information from other Peer Connect Users, Profiles or Online Forums for any commercial purpose : for example, promoting goods and services or posting job openings to recruit community members is expressly prohibited.
- You further agree (i) not to disclose confidential information, personal data or content that is not your own or that you do not have rights to transmit such as phone numbers, addresses, Social Security numbers, copyrighted content, trade secrets or securities; and (ii) not to post inappropriate photos or vulgar, obscene, hateful, abusive, inciting, political or religious content.

How Community Member Can Use Peer Connect Content

- Peer Connect Users may share content from the community internally with other registered Users. Unless otherwise marked for external use, the content in Peer Connect including Templates, Articles and conversations are for internal noncommercial use only. The content and materials contained in Peer Connect may not be repackaged or resold.

How Gartner Uses Peer Connect Content

- Gartner uses Peer Connect User profile information to facilitate peer connections and encourage participation in community discussions.
- The online conversations in which you participate and the information you submit as part of your Peer Connect experience (collectively, your "Peer Connect Content") may be used, solely in an aggregate and anonymized format, to inform our research in the ordinary course of our business.
- Peer Connect Content, along with your name, photo, firm name and geographic location (as listed in your Peer Connect Profile and as permitted by the privacy settings in your Peer Connect Profile) may appear throughout the Gartner.com experience and in emails about matters we believe may be of interest – however email address, phone number, etc., are not displayed.

- The display of Peer Connect Content may be accessed and viewed solely by end-user clients or prospective clients with a Peer Connect entitlement to allow them to consider related peer perspectives in the context of the topic they are exploring. All Peer Connect members have the option to manage the display of their personal data via their Peer Connect Profile. For additional guidance on our data privacy practices, please see the [Gartner Global Privacy Policy](#).

How Gartner Protects Our Peer Connect Users

- Because Gartner values and respects your privacy and wants you to have a productive experience connecting with your peers, we have implemented special measures to report and address (i) instances of alleged abuse of the Gartner Peer Connect service, and (ii) when someone simply appears to be out of step with these Guidelines.
- Gartner (i) uses all reasonable efforts to protect the confidentiality of Peer Connect Users and (ii) treats all Peer Connect User profile information, in accordance with the Gartner Privacy Policy.
- Gartner monitors its online forums and reserves the right to edit or remove online submissions or profile content that violates these Guidelines. Gartner will take immediate action if and when an alleged abuse is reported. Gartner will notify you within a reasonable period of time that we have received your report and if, in our discretion, we deem it necessary, we will notify you that we are taking action. Gartner reserves the right to restrict or terminate access of any confirmed abuser at our sole discretion.

What Else You Should Know

- Gartner Peer Connect (including without limitation the website, tools and templates, member-contributed articles, case studies and website content such as, but not limited to: product categories, initiative lists, vendor names and profile details) is the property of Gartner and is protected by U.S. patent pending and international copyright laws.
- Gartner expressly disclaims all warranties, express or implied, relating to the Peer Connect service, and makes no representations regarding (i) the accuracy, completeness or usefulness of the Service and/or (ii) a Peer Connect User's compatibility with other Peer Connect Users.

Section 2:

Peer Activities Antitrust Guidelines

Various Gartner product offerings contain a peer activity component where clients with similar job roles within an IT organization, in the same or different industries, are convened by Gartner to exchange knowledge, impart insights and share best practices related to their information technology issues and challenges. These offerings include, but are not limited to, Research Board, Peer Connect, Global Peer Industry Forums, Events (Break-Out Sessions), EXP Academies and IT Executives. In connection with these peer activities Gartner often serves as moderator to facilitate discussion on topics that participants deem relevant. In some instances, Gartner may obtain certain benchmarking data and related company-specific data from the participants, which it may use in an aggregated and non-identifiable format in connection with the provision of its research services.

Participants in Gartner peer activities must be sensitive to discussion topics that might implicate antitrust / competition laws. To ensure that the participants understand and comply with these laws, Gartner is providing you with these Antitrust Guidelines, which constitute basic rules for interacting that are designed to avoid antitrust issues. **We encourage you to review the Guidelines carefully and consult your own legal counsel if you have any questions.** The Antitrust Guidelines, which are applicable globally, are incorporated into the meeting and/or online registration materials for all Gartner peer activity offerings. Along with the Antitrust Compliance Policy Statement attached as Exhibit I, the Antitrust Guidelines are intended to remind participants of their obligations in connection with their involvement in Gartner peer activities.

Antitrust compliance is the responsibility of every peer activity participant; as such we ask that you keep these Guidelines in mind when interacting with other participants at any Gartner peer activity.

Gartner assumes no responsibility for ensuring that peer activity discussions are appropriate and not in violation of any antitrust/competition laws. If you as a participant have any questions in this regard, you must consult your own legal counsel.

Basic Rule:

- Agreements, whether written or verbal, or those that may signal or otherwise constitute tacit understandings that have the effect of lessening competition, could violate antitrust laws and expose participants of the Gartner peer activities to substantial legal liability.

Guidelines- Generally:

DO:	FOR EXAMPLE:
<ul style="list-style-type: none"> adhere to the meeting agenda and/or activity program 	<ul style="list-style-type: none"> various gatherings, including Research Board and Global Peer Industry Forums, have prepared agendas that are circulated in advance to all participants
<ul style="list-style-type: none"> follow the <i>Discussion Guidelines</i> below 	<ul style="list-style-type: none"> permissible discussion topics include the effects of government legislation; historic, aggregated and statistical market data; and general industry experiences or opinions
<p>discuss issues of general industry interest, but refrain from any discussions of commercially sensitive, strategic or confidential information in relation to participants' business</p>	
<ul style="list-style-type: none"> object to the discussion of improper subjects and take action to cease any improper discussions; if that fails, leave the meeting 	<ul style="list-style-type: none"> if the discussion turns to improper subjects such as model licensing terms for the competitors' primary suppliers, you should object, take action to cease the improper discussion and if that fails, leave the meeting
<ul style="list-style-type: none"> seek guidance from your legal counsel if you have any questions or concerns 	

Discussion Guidelines:

DO NOT:	FOR EXAMPLE,
<ul style="list-style-type: none"> engage in discussions regarding prices, fees or rates 	<ul style="list-style-type: none"> <i>do not:</i> <ul style="list-style-type: none"> discuss the methodology of setting prices; make any comments regarding your thoughts on past, current or future pricing; or make an agreement about the prices that companies will charge their customers
<ul style="list-style-type: none"> engage in discussions related to production capacity 	<ul style="list-style-type: none"> <i>do not:</i> <ul style="list-style-type: none"> disclose any expansion or retraction plans; forecast future ability to meet market demand; or agree to fix quality or quantities
<ul style="list-style-type: none"> make any statements that could be interpreted as an invitation to coordinate behavior 	<ul style="list-style-type: none"> <i>do not say:</i> <ul style="list-style-type: none"> "something needs to be done about low prices," which can be interpreted as an invitation to raise prices; or "next week will be a good time to send out press releases regarding our capacity," which may be interpreted as an invitation to coordinate announcements to the market

DO NOT:	FOR EXAMPLE,
<ul style="list-style-type: none"> • make any agreements allocating customers or geographic territories or markets 	<ul style="list-style-type: none"> • <i>do not</i> agree to refrain from competing for certain customers or in certain countries in exchange for not having to face competition from another customer or in another country
<ul style="list-style-type: none"> • disclose any disaggregated, customer-specific information 	<ul style="list-style-type: none"> • <i>do not</i>: <ul style="list-style-type: none"> o disclose upcoming opportunities to win new customers; o discuss prices charged to specific customers; or o disclose revenues attributable to specific customers
<ul style="list-style-type: none"> • discuss future plans regarding product lines 	<ul style="list-style-type: none"> • <i>do not</i> disclose new product lines or research and development expenditures
<ul style="list-style-type: none"> • make any agreement regarding a joint action that may be taken against a customer, supplier, distributor, or competitor, or • attempt to prevent a supplier(s) from selling to your competitor(s) 	<ul style="list-style-type: none"> • <i>do not</i> agree to: <ul style="list-style-type: none"> o refuse to deal with a particular customer; o attempt to obtain more favorable terms from a supplier; or o refuse to enter into cross-supply agreements with a particular competitor
<ul style="list-style-type: none"> • discuss your company's commercial strategy (which may be interpreted as an invitation to coordinate strategies or to otherwise enable a coordination of strategies) or agree on a joint strategy relating to the operation of your business 	<ul style="list-style-type: none"> • <i>do not</i> discuss or agree: <ul style="list-style-type: none"> o on marketing and purchasing strategies; o internal costs; o details of customers; o sales and orders; or o market shares
<ul style="list-style-type: none"> • agree on uniform terms and conditions on which to deal with certain customers or suppliers that you have in common 	<ul style="list-style-type: none"> • if your company and another company both sell products or services to the same customer, <i>do not</i> <ul style="list-style-type: none"> o discuss the terms and conditions upon which you deal with that customer, o agree not to supply that customer with products except on jointly agreed terms; or o agree on model licensing terms
<ul style="list-style-type: none"> • agree to forego entering into new lines of business that compete against the company of the participant with whom you are talking 	<ul style="list-style-type: none"> • if your company is intending to enter a new business, <i>do not</i> discuss with another company in that same business or industry the terms upon which you should or should not compete in that market.

Note: “Potential” competitors are subject to the same rules as “actual” competitors, and should take care to follow all of the Guidelines that are discussed above.

Exhibit I

PEER ACTIVITIES

ANTITRUST COMPLIANCE POLICY STATEMENT

As described in the Peer Activities Antitrust Guidelines, it is the obligation of all participants in any Gartner peer activity to comply at all times with all applicable antitrust laws, and to refrain from engaging in anticompetitive conduct. This includes, but is not limited to, the following:

1. Discussing or actively setting prices or production capacity.
2. Discussing or disclosing customer-specific information.
3. Discussing or actively dividing or allocating markets or customers.
4. Discussing or actively engaging in boycotts or refusals to deal.
5. Discussing or taking joint action against a customer, supplier, distributor, or competitor.

Gartner assumes no responsibility for ensuring that discussions conducted during peer activities are appropriate and are not in violation of any antitrust laws. Participants who have any questions in this regard must consult their own legal counsel.