

LICENSE AGREEMENT

THANK YOU FOR ACQUIRING THE ENCLOSED PRODUCT PRODUCED BY GARTNER, INC. ("GARTNER"), WHICH CONSISTS OF WRITTEN MATERIALS SUCH AS AN INSTALLATION GUIDE AND USER MANUAL, PROPRIETARY SOFTWARE ("SOFTWARE") AND MAY INCLUDE GARTNER DATA. (COLLECTIVELY, THE "PRODUCT"). IT IS IMPORTANT THAT YOU READ THIS PRODUCT LICENSE CAREFULLY (THE "LICENSE"), BEFORE YOU USE THE SOFTWARE, BECAUSE YOUR OPENING OF THE PACKAGE THAT CONTAINS THE PRODUCT SIGNIFIES THAT YOU HAVE READ AND ACCEPTED THE BELOW STATED TERMS AND CONDITIONS OF THIS LICENSE THEREBY BECOMING THE "LICENSEE". IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY RETURN THE PRODUCT FOR A FULL REFUND. HOWEVER, YOUR USE OF THE PRODUCT WILL DEMONSTRATE AND INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENSE.

1. LICENSE, TERM AND PAYMENT. (a) Licensee will be asked to sign a purchase order or other contractual document issued by the entity from which Licensee is acquiring the Product ("Order Form"). That document will specify the number of users authorized to access, view or otherwise utilize the Product, and certain other delivery and payment terms, but none of the terms and conditions on the front or reverse side of that document shall in any way alter or supersede the terms of the conditions of this license. Gartner's current fees for the License are set forth on the Order Form.

(b) The term of this License is 12 months from the date set forth in the Order Form, unless earlier terminated as provided herein. If not terminated by Gartner, Licensee may renew this License for successive 12-month terms upon payment of the then current license fee. (In the event that this License is not renewed, Licensee must cease using the Product, and the Product must be returned to the entity from which Licensee acquired it.) The License renewal fees shall be paid to the entity from which Licensee acquired the product. All payments made by Licensee shall be made free and clear of any present or future income or other taxes, including any withholding taxes, deductions, fees or other imposts, as further described in Section 14. All invoiced amounts are payable in U.S. Dollars upon receipt. Any unpaid amounts shall bear interest at the lesser of 1.5% per month or the maximum rate allowable by law from the date 5 days after the date of the invoice.

2. SALES, USE DUTIES OR TRANSACTION TAXES. If any sales, use, value-added, duty, privilege or other tax or charge is now or hereafter imposed or assessed on Gartner by any governmental entity upon the sale, use or receipt of the Product, Licensee agrees to pay such taxes or charges when invoiced by Gartner.

3. LICENSE GRANT; AUDIT. (a) In consideration of the payment of the appropriate fees, and subject to the terms and conditions of this License, Gartner grants to Licensee a non-exclusive license to use, copy and display the Software on a single computer by a single user. The Software and reports resulting from Licensee's use of the Software are for Licensee's internal business use only, and cannot be used externally or published for any external use without prior written approval from Gartner. Licensee may not permit access to the Software by more users than the number of users for which the License was ordered, as set forth on the Order Form. Use of the Software by more than the initially authorized users is subject to payment of additional user fees. Licensee may not use the Software for commercial timesharing, rental or service bureau use. Licensee shall not transfer, sell, lease, rent, assign, sublicense, disclose, pledge or share its rights under this License or use the Software in any manner which violates this License or applicable laws. Licensee agrees not to cause or permit the reverse engineering, disassembly, decompilation, or translation of the Software. Gartner reserves all rights not expressly granted to Licensee.

(b) Licensee shall keep records of the number of users that utilize the Software (i) to assure that the number of users never exceeds the number of users authorized under this License and/or (ii) to determine the additional fees that Licensee owes to Gartner. Gartner shall have the right to audit Licensee's records from time to time, upon prior written notice and during normal business hours, to verify Licensee's compliance with the terms of this License.

4. **COPY RESTRICTIONS.** The Product is copyrighted by Gartner and its licensors and is protected by U.S. copyright laws and international treaties. Unauthorized copying of the Product, or any component of the Product, including any component of the Software that has been modified, merged, or included with other software, is forbidden expressly unless otherwise indicated on the written materials. Licensee may make one copy of the Software's executable code for internal and backup purposes and one copy of the installation guide and user manual for each authorized user. No other copies shall be made without the prior written consent of Gartner.

5. **OWNERSHIP RIGHTS.** Licensee acquires only the right to use the Product in accordance with this License. Licensee does not acquire any other intellectual property rights in the Product, including, but not limited to, patents, trademarks, service marks, tradenames, or copyrights. Except as provided in this License, Gartner or its licensors shall retain all rights, title and interests in the Product at all times.

6. **UPGRADE POLICY.** Gartner may create upgrades to, and/or other versions of, the Product from time to time. At its option, Gartner will make such upgrades or other versions available to Licensee upon payment of any applicable fees. Licensee agrees to use such upgrades or other versions of the Product in accordance with the terms of this License.

7. **TERMINATION.** This License shall remain in effect for the term described in Section 1, unless sooner terminated. This License shall automatically terminate without notice from Gartner if Licensee fails to comply with any provision of the License. Upon termination of this License, Licensee shall cease all use of the Product and shall return to Gartner all copies of the Product in Licensee's possession.

8. **INJUNCTIVE RELIEF.** As appropriate, Gartner shall have the right and remedy to have this License specifically enforced by any court of competent jurisdiction by seeking and receiving temporary and/or preliminary injunctive relief.

9. **LIMITED WARRANTY/LIMITATION OF LIABILITY.** (a) For a period of 60 days from the date of the delivery of the Product to Licensee, Gartner warrants the media (e.g., diskette, CD-ROM, tape) on which each copy of the Software resides to be free of defects in workmanship under normal use. Any Product returns shall be in accordance with the policy and procedures of the entity from which the Product was acquired. This warranty does not cover any media that has been altered or changed in any way by anyone other than Gartner.

(b) Except as stated in Section 9(c), Gartner represents and warrants that the Product as delivered will function substantially in accordance with the applicable user documentation. Licensee's sole and exclusive remedy in the event that any copy of the Product does not function as warranted in this Section, if the problem cannot be resolved satisfactorily, is a refund of the license fee that was paid for the use of that copy of the Product. Any such failure of a copy of the Product to function as warranted must be reported to Gartner within 60 days after its delivery to Licensee.

(c) Gartner does not warrant that the Product will meet Licensee's requirements or that operation of the Software will be uninterrupted or error free. Gartner is not responsible for problems caused by changes in the operational characteristics of computer hardware or computer operation systems that are made after the release of the Product.

(d) Gartner represents and warrants that (i) it owns or has the rights necessary to market, distribute and license the Product; and (ii) to the best of its knowledge, the Product as delivered does not infringe or misappropriate, any United States patents, copyrights, trade secrets or trademarks held by any third party.

(e) **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE PRODUCT IS LICENSED ON AN "AS IS" BASIS.** Gartner, ITS LICENSORS, AGENTS, DISTRIBUTORS AND RESELLERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR OTHER WRITTEN

INFORMATION OR ADVICE PROVIDED BY GARTNER, ITS LICENSORS, AGENTS, DISTRIBUTORS OR RESELLERS SHALL CHANGE THE FOREGOING SCOPE OF WARRANTY.

(f) GARTNER ASSUMES NO RESPONSIBILITY FOR REPORTS, ANALYSES, OR FINDINGS RESULTING FROM THE USE OF THE PRODUCT. THE CONCLUSIONS DRAWN FROM THE USE OF THE PRODUCT, AND ANY REPORTS OR ANALYSES DRAWN THEREFROM, ARE SOLELY LICENSEE'S RESPONSIBILITY.

(g) (i) IN NO EVENT SHALL GARTNER, ITS LICENSORS, AGENTS, DISTRIBUTORS OR RESELLERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY OF GARTNER, WHETHER ACTIVE, PASSIVE OR IMPUTED) FOR ANY DAMAGES SUSTAINED BY LICENSEE ARISING FROM OR OTHERWISE RELATED TO ANY LOSS OF USE OR ANY FAILURE OR INTERRUPTION IN THE OPERATION OF THE PRODUCT; ACCURACY OR RELIABILITY; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, DATA, PROFIT OR BUSINESS, EVEN IF GARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(ii) EXCEPT AS PROVIDED IN SECTION 10, GARTNER'S CUMULATIVE LIABILITY TO LICENSEE, OR TO ANY OTHER PARTY (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY OF GARTNER, WHETHER ACTIVE, PASSIVE OR IMPUTED) WITH REGARD TO THE PRODUCT SHALL IN NO EVENT EXCEED THE LICENSE FEE PAID BY LICENSEE FOR THE RIGHT TO USE THE PRODUCT.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY. (a) Gartner at its own expense will defend any action brought against Licensee to the extent that it is based on a claim that the Product when distributed or used within the scope of this License, infringes or misappropriates, any United States patents, copyrights, trade secrets or trademarks; provided that Gartner is promptly notified in writing of any such claim, Gartner has sole control of the defense or settlement of all such claims. In no event shall Licensee settle any such claim, lawsuit or proceeding without Gartner's prior written approval.

(b) If, as a result of any claim of infringement or misappropriation, in respect of any United States patents, copyrights, trade secrets or trademarks, Licensee is enjoined from use of the Product, or if Gartner believes that the Product is likely to become the subject of a claim of infringement or misappropriation, Gartner at its option and expense may procure the right for the Licensee to continue to use the Product, or replace or modify the Product so as to make the Product non-infringing or not misappropriating. The foregoing states the entire liability of Gartner with respect to infringement or misappropriation of any United States patent, copyright, trade secret or trademark by the Product. This Section shall survive any termination of this License.

11. COMPLETE LICENSE. Licensee hereby acknowledges that it has read this License, understands it, and agrees to be bound by its terms, and, further, that this License, together with the Order Form, constitutes the complete agreement between Gartner and Licensee. The terms of this License shall supersede the terms of any purchase order or other instrument issued by Licensee for the acquisition and licensing of the Product. The waiver by either party of any breach of this License shall not constitute a waiver of any other or subsequent breach. If any provision of this License is found to be invalid by any court of competent jurisdiction, the remainder of this License shall remain in full force.

12. EXPORT. Licensee acknowledges that the Product may constitute technical data, the re-export of which is subject to restrictions under the Export Administration Regulations of the U.S. Department of Commerce. Licensee agrees not to re-export the Product except in compliance with these regulations and all other applicable laws.

13. GOVERNMENT END USERS. (a) This Section applies if the Product is acquired by or on behalf of any agency of the U.S. Government. This Product was developed at private expense, no parts were developed with government funds or are in the public domain, and the Software is (i) "Restricted Computer Software", as defined in Clause 52.227-19 of the Federal Acquisition Regulations ("FAR"); (ii) a trade secret of Gartner or its licensors for all purposes of the Freedom of Information Act; (iii) "Commercial Computer Software," as defined in subpart 227.401 of the Department of Defense ("DOD") FAR Supplement ("DFARS") and subject to limited utilization as provided in the contract between the vendor and the governmental entity; and (iv) in all respects, proprietary data belonging to Gartner or its licensors.

(b) As regards acquisition by units of DOD, the Product is sold only with "Restricted Rights" as that term is defined in Clause 52.227-7014(a)(14) of DFARS, and subject to the use, duplication, or disclosure restrictions as set forth therein. Contractor/Manufacturer: Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06902.

14. WITHHOLDING TAXES. If Licensee is required by law to make any deductions or withholdings from payments due hereunder, Licensee shall pay such additional amounts as may be necessary to ensure that the actual amount received by Gartner, after deduction or withholding (and after payment of any additional taxes due as a consequence of such additional amount), shall equal the amount that would have been payable if such deduction or withholding were not required. Licensee further agrees to furnish an official receipt, or certified copy thereof, to Gartner evidencing the timely payment of such withholding or deduction to the proper governmental authority. Licensee shall indemnify and hold Gartner harmless from and against any claims, liabilities or expenses (including any interest or penalties) arising out of Licensee's failure to withhold or timely remit such taxes to the proper governmental authority.

15. ENGLISH LANGUAGE. This License and any arbitral proceedings shall be governed by and conducted in the English language only, which language shall be controlling in all respects. All communications and notices hereunder shall be in the English language.

16. APPLICABLE LAW; ATTORNEY'S FEES. This License shall be governed by and construed in accordance with the laws of the State of Connecticut, excluding (i) its law of conflicts of laws; and (ii) the United Nations Convention on Contracts for the International Sale of Goods. If either party brings any action to this License regarding the subject matter hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and associated expenses, in addition to any other relief granted.

17. CONTACT. Questions regarding this License should be directed to Gartner at the address set forth in Section 13(b).