SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13E-4

ISSUER TENDER OFFER STATEMENT
(PURSUANT TO SECTION 13(e)(1) OF THE SECURITIES EXCHANGE ACT OF 1934)

GARTNER GROUP, INC.
(NAME OF ISSUER)

GARTNER GROUP, INC.
(NAME OF PERSON(S) FILING STATEMENT)

COMMON STOCK, CLASS A, PAR VALUE $0.0005 PER SHARE
COMMON STOCK, CLASS B, PAR VALUE $0.0005 PER SHARE
(TITLE OF CLASS OF SECURITIES)

366651 10 7 (CLASS A COMMON STOCK)
366651 20 6 (CLASS B COMMON STOCK)
(CUSIP NUMBER OF CLASS OF SECURITIES)

MICHAEL D. FLEISHER
GARTNER GROUP, INC.
56 TOP GALLANT ROAD
STAMFORD, CT 06904
(203) 964-0096
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF THE PERSON(S) FILING STATEMENT)

COPY TO:

HOWARD S. ZEPRUN, ESQ.
WILSON SONSINI GOODRICH & ROSATI
650 PAGE MILL ROAD
PALO ALTO, CA 94304
(650) 493-9300

JULY 27, 1999
(DATE TENDER OFFER FIRST PUBLISHED, SENT OR GIVEN TO SECURITY HOLDERS)

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE**
$376,800,000	$75,360

* For the purpose of calculating the filing fee only, this amount is based on the purchase of an aggregate of 15,700,000 shares of Common Stock, consisting of 9,600,000 shares of Common Stock, Class A, par value $0.0005 per share, and 6,100,000 shares of Common Stock, Class B, par value $0.0005 per share, of Gartner Group, Inc. at a maximum price of $24 per share.

** The amount of the filing fee equals 1/50th of one percent (0.02%) of the value of the securities to be acquired.

[ ] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

Amount Previously Paid: Not applicable.
Form or Registration No.: Not applicable.
Filing party: Not applicable.
Date Filed: Not applicable.

This Issuer Tender Offer Statement on Schedule 13E-4 (this "Schedule 13E-4") relates to the offer by Gartner Group, Inc., a Delaware corporation (the "Company" or the "Issuer"), to purchase up to 15,700,000 shares of its Common Stock, par value $0.0005 per share, consisting of 9,600,000 shares of Common Stock, Class A ("Class A Common Stock") and 6,100,000 shares of Common Stock, Class B ("Class B Common Stock"; together with the Class A Common Stock, the "Common Stock" or the "Shares"). Such shares shall be repurchased at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest thereon, as specified by stockholders tendering their Shares, upon the terms and subject to the conditions set forth in the attached Offer to Purchase dated July 27, 1999 (the "Offer to Purchase") and in the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer"), and is intended to satisfy the reporting requirements of Section 13(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Copies of the Offer to Purchase and the related Letter of Transmittal are filed with this Schedule 13E-4 as Exhibits (a)(1) and (a)(2) hereto, respectively. Pursuant to Rule 13e-4(f)(1)(ii) under the Exchange Act, the total number of shares to be repurchased may be increased to 17,793,644 shares, consisting of 10,879,851 shares of Class A Common Stock and 6,913,793 shares of Class B Common Stock.

ITEM 1. SECURITY AND ISSUER.

(a) The name of the issuer is Gartner Group, Inc., a Delaware corporation, and the address of its principal executive office is 56 Top Gallant Road, Stamford, CT 06904.

(b) The securities which are the subject of the Offer are the Company's Class A Common Stock, and Class B Common Stock, and the Offer is for up to 15,700,000 shares of Common Stock, consisting of up to 9,600,000 shares of Class A Common Stock and up to 6,100,000 shares of Class B Common Stock (or in each case such lesser number of Shares as are properly tendered, provided that the Class A Common Stock and Class B Common Stock shall only be repurchased in proportion to the ratio of 9,600,000 shares of Class A Common Stock to 6,100,000 shares of Class B Common Stock). The shares of each class of Common Stock shall be purchased at a price not less than $21 nor more than $24 per share, net to the seller in cash, without interest, as specified by stockholders tendering their shares. The purchase prices for the Class A Common Stock and Class B Common Stock need not be identical. The Offer is being made to all holders of Common Stock. The information set forth in the "Introduction" to the Offer to Purchase and in Sections 1 and 10 of the Offer to Purchase is incorporated herein by reference.

(c) The information regarding the market for the Common Stock, as set forth in the "Introduction" to the Offer to Purchase and in Section 7 of the Offer to Purchase, is incorporated herein by reference.

(d) This statement is being filed by the Issuer.

ITEM 2. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a)-(b) The information regarding the source and amount of funds for the Offer, as set forth in the "Introduction" to the Offer to Purchase and in Section 8 of the Offer to Purchase, is incorporated herein by reference.

ITEM 3. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE ISSUER OR AFFILIATE.

The information regarding the background and purpose of the tender offer, as set forth in the "Introduction" to the Offer to Purchase and in Section 2 of the Offer to Purchase, is incorporated herein by reference.

ITEM 4. INTEREST IN SECURITIES OF THE ISSUER.

The information regarding recent transactions in securities of the Issuer, as set forth in Sections 2 and 10 of the Offer to Purchase, is incorporated herein by reference.

ITEM 5. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE ISSUER'S SECURITIES.

The information regarding arrangements relating to this offer, as set forth in the "Introduction" to the Offer to Purchase and in Sections 2 and 10 of the Offer to Purchase, is incorporated herein by reference.

ITEM 6. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in Section 15 of the Offer to Purchase is incorporated herein by reference.

ITEM 7. FINANCIAL INFORMATION.

(a)(1)	The Company's audited financial statements as of and for the fiscal years ended September 30, 1997 and 1998 are incorporated by reference to the Company's Annual Report on Form 10-K for the year ended September 30, 1998, as filed with the Securities and Exchange Commission (the "Commission").
(a)(2)	The Company's unaudited financial statements as of and for the periods ended March 31, 1998 and March 31, 1999 are incorporated by reference to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1999, as filed with the Commission.
(a)(3)	The information in Section 9 of the Offer to Purchase is incorporated by reference.
(a)(4)	The information in Section 9 of the Offer to Purchase is incorporated by reference.
(b)	The information in Section 9 of the Offer to Purchase is incorporated by reference.

ITEM 8. ADDITIONAL INFORMATION.

(a) The information set forth in Sections 2 and 10 of the Offer to Purchase is incorporated herein by reference.

(b) The information set forth in Sections 11 and 12 of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 11 of the Offer to Purchase is incorporated herein by reference.

(d) Not applicable.

(e) The information set forth in the entire Offer to Purchase and the related Letter of Transmittal is incorporated herein by reference.

ITEM 9. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1)	Offer to Purchase.
(a)(2)-A	Letter of Transmittal for Holders of Class A Common Stock.
(a)(2)-B	Letter of Transmittal for Holders of Class B Common Stock.
(a)(3)	Notice of Guaranteed Delivery.
(a)(4)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(5)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(6)	Letter to stockholders from Michael D. Fleisher, Executive Vice President and Chief Financial Officer of the Company, dated July 27, 1999.
(a)(7)	Letter from Bankers Trust Company, as trustee, to participants in the IMS Health Incorporated Savings Plan, including the Direction Form for use by participants in such plan.
(a)(8)	Letter from Fidelity Management Trust Co., as trustee, to participants in the Gartner Group, Inc. Savings and Investment Plan, including the Direction Form for use by participants in such plan.*

(a)(9)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(10)	Summary Advertisement dated July 27, 1999.
(a)(11)	Press Release dated July 26, 1999.
(b)	Credit Agreement dated July 16, 1999, by and among the Company and certain financial institutions, including Chase Manhattan Bank, in its capacity as a lender and as administrative agent for the lenders.
(c)	Distribution Agreement dated June 17, 1999 between the Company and IMS Health Incorporated, including as an exhibit thereto the Agreement and Plan of Merger dated June 17, 1999 among IMS Health Incorporated, the Company and GRGI, Inc.
(d)	Not applicable.
(e)	Not applicable.
(f)	Not applicable.

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* To be filed by Amendment.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

GARTNER GROUP, INC.

By: /s/ MICHAEL D. FLEISHER

Name: Michael D. Fleisher
Title: Executive Vice President and Chief Financial Officer

Dated: July 27, 1999

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
(a)(1)	Offer to Purchase.
(a)(2)-A	Letter of Transmittal for Holders of Class A Common Stock.
(a)(2)-B	Letter of Transmittal for Holders of Class B Common Stock.
(a)(3)	Notice of Guaranteed Delivery.
(a)(4)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(5)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(6)	Letter to stockholders from Michael D. Fleisher, Executive Vice President and Chief Financial Officer of the Company dated July 27, 1999.
(a)(7)	Letter from Bankers Trust Company, as trustee, to participants in the IMS Health Incorporated Savings Plan, including the Direction Form for use by participants in such plan.
(a)(8)	Letter from Fidelity Management Trust Co., as trustee, to participants in the Gartner Group, Inc. Savings and Investment Plan, including the Direction Form for use by participants in such plan.*
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(c)	Distribution Agreement dated June 17, 1999 between the Company and IMS Health Incorporated, including as an exhibit thereto the Agreement and Plan of Merger dated June 17, 1999 among IMS Health Incorporated, the Company and GRGI, Inc.

* To be filed by Amendment.

EXHIBIT (a)(1)

GARTNER GROUP, INC.
OFFER TO PURCHASE FOR CASH
UP TO 15,700,000 SHARES OF COMMON STOCK,
CONSISTING OF
UP TO 9,600,000 SHARES OF CLASS A COMMON STOCK
AND UP TO 6,100,000 SHARES OF CLASS B COMMON STOCK,
EACH AT A PURCHASE PRICE
NOT LESS THAN $21 NOR MORE THAN $24 PER SHARE

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME,
ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

Gartner Group, Inc., a Delaware corporation (the "Company"), invites its stockholders to tender shares of the Company's Common Stock, Class A ("Class A Common Stock") and Common Stock, Class B ("Class B Common Stock"; together with the Class A Common Stock, "Common Stock") to the Company. Shares may be tendered at prices specified by the individual stockholders tendering their shares, but at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest. Shares must be tendered on the terms and subject to the conditions set forth herein and in the related letters of transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

The Company will determine the single per share price, net to the seller, that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares of Class A Common Stock tendered and the prices specified by tendering stockholders. Such purchase price will be the lowest purchase price that will allow the Company to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares as are properly tendered).

Similarly, the Company will determine the single per share price, net to the seller, that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; the Class A Purchase Price and Class B Purchase Price are each referred to as a "Purchase Price"), taking into account the number of shares of Class B Common Stock tendered and the prices specified by tendering stockholders. Such purchase price will be the lowest purchase price that will allow the Company to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares as are properly tendered).

Notwithstanding the foregoing, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

Since each Purchase Price is separately determined, the Class A Purchase Price and Class B Purchase Price need not be identical.

Subject to the foregoing, all shares properly tendered at prices at or below the applicable Purchase Price and not properly withdrawn will be purchased at the applicable Purchase Price, upon the terms and subject to the conditions of the Offer, including the proration provisions.

The Company reserves the right, in its sole discretion, to purchase more than 15,700,000 shares pursuant to the Offer. Shares tendered at prices in excess of the applicable Purchase Price and shares not purchased because of the proportionality and proration provisions will be returned. See Section 14.

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 6.

The Class A Common Stock is listed and traded on the New York Stock Exchange ("NYSE") under the symbol "IT" and the Class B Common Stock is listed and traded on the NYSE under the symbol "IT-B". On July 23,1999, the last full trading day prior to the announcement of the Offer, the closing per share sales prices as reported on the NYSE composite tape were $22.00 per share of Class A Common Stock and $21.63 per share of Class B Common Stock. STOCKHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES. See Section 7.

THE BOARD OF DIRECTORS OF THE COMPANY HAS APPROVED THE OFFER. HOWEVER, NEITHER THE COMPANY, ITS BOARD OF DIRECTORS, NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO STOCKHOLDERS AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING THEIR SHARES. EACH STOCKHOLDER MUST MAKE THE DECISION WHETHER TO TENDER SUCH STOCKHOLDER'S SHARES AND, IF SO, HOW MANY SHARES OF EACH CLASS TO TENDER AND THE PRICE OR PRICES AT WHICH SUCH SHARES SHOULD BE TENDERED. THE COMPANY'S DIRECTORS AND OFFICERS HAVE AGREED NOT TO PARTICIPATE IN THIS OFFER.

PROCEDURES

Any stockholder wishing to tender all or any part of such stockholder's shares of Common Stock should either (a) complete and sign a Letter of

Transmittal (or a manually signed facsimile thereof) in accordance with the instructions in the Letter of Transmittal and mail or deliver such Letter of Transmittal, together with any required signature guarantee and any other required documents, to EquiServe L.P., which is serving as the depositary for the Company in connection with the Offer (the "Depositary"), and mail or deliver the certificates for such shares to the Depositary (together with any other documents required by the Letter of Transmittal) or tender such shares pursuant to the procedure for book-entry transfer set forth in Section 3, or (b) request a broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such stockholder. Holders of shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee should contact such person if they desire to tender their shares. Participants in the Gartner Group, Inc. Savings and Investment Plan or the IMS Health Incorporated Savings Plan who desire to participate in the Offer should follow the procedures described more fully in Section 3. Any stockholder who desires to tender shares and whose certificates for such shares are not immediately available or cannot be delivered to the Depositary or who cannot comply with the procedure for book-entry transfer or whose other required documents cannot be delivered to the Depositary, in any case, by the expiration of the Offer must tender such shares pursuant to the guaranteed delivery procedure set forth in Section 3.

TO PROPERLY TENDER SHARES, STOCKHOLDERS MUST VALIDLY COMPLETE AND EXECUTE ONE OR MORE LETTERS OF TRANSMITTAL, INCLUDING THE SECTION RELATING TO THE PRICE AT WHICH THEY ARE TENDERING SHARES. STOCKHOLDERS SHOULD NOTE THAT A DIFFERENT FORM OF LETTER OF TRANSMITTAL IS PROVIDED FOR EACH CLASS OF COMMON STOCK.

Questions and requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal or the Notice of Guaranteed Delivery may be directed to the Information Agent or to the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

THE COMPANY HAS NOT AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON BEHALF OF THE COMPANY AS TO WHETHER STOCKHOLDERS SHOULD TENDER OR REFRAIN FROM TENDERING SHARES PURSUANT TO THE OFFER. THE COMPANY HAS NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED HEREIN OR IN THE RELATED LETTER OF TRANSMITTAL. IF GIVEN OR MADE, ANY SUCH RECOMMENDATION OR ANY SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

The Dealer Manager for the Offer is:
[Credit First Suisse Logo]

July 27, 1999

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SUMMARY

This general summary is solely for the convenience of the Company's stockholders and is qualified in its entirety by reference to the full text and more specific details set forth in this Offer to Purchase.

Purchase Price..... The Company will determine a single net cash purchase price per share of Class A Common Stock, which will be not less than $21 nor more than $24 per share. The Company will select the lowest Class A Purchase Price that will allow it to buy (a) 9,600,000 shares of Class A Common Stock, (b) such lesser number of shares as are validly tendered or (c) such lesser number of validly tendered shares as are necessary to ensure that the Company repurchases shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999. All shares of Class A Common Stock purchased by the Company will be purchased at such Class A Purchase Price even if tendered below such Purchase Price.

Similarly, the Company will determine a single net cash purchase price per share of Class B Common Stock, which will be not less than $21 nor more than $24 per share. The Company will select the lowest Class B Purchase Price that will allow it to buy (a) 6,100,000 shares of Class B Common Stock, (b) such lesser number of shares as are validly tendered or (c) such lesser number of validly tendered shares as are necessary to ensure that the Company repurchases shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999. All shares of Class B Common Stock purchased by the Company will be purchased at such Class B Purchase Price even if tendered below such Purchase Price.

The Purchase Price of each class of Common Stock will be determined based upon the number of shares actually purchased by the Company pursuant to the Offer. The Class A Purchase Price and Class B Purchase Price need not be identical.

Each stockholder desiring to tender shares of a class must specify in the appropriate Letter of Transmittal for the class of shares to be tendered, (a) the number of shares of such class tendered, and (b) the minimum price (not less than $21 nor more than $24 per share) at which the stockholder is willing to have shares of such class purchased by the Company.

Stockholders wishing to maximize the possibility that their shares will be purchased may elect to have such stockholder's shares purchased at the applicable class price determined by the Dutch Auction tender process, by checking the box in the applicable Letter of Transmittal marked "Shares Tendered at Price Determined by Dutch Auction." In such event, such shares could be purchased at a price as low as the minimum price of $21 per share or as high as the maximum price of $24 per share.

Numbers of Shares to be Purchased.....	15,700,000 shares of Common Stock, consisting of 9,600,000 shares of Class A Common Stock and 6,100,000 shares of Class B Common Stock (or, in each case, such lesser number of shares as are properly tendered). However, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999. At such date a total of 63,992,550 shares of Class A Common Stock (61.1%) and 40,689,648 shares of Class B Common Stock (38.9%) were outstanding. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.
How to Tender Shares.....	A stockholder desiring to tender shares of more than one class, or desiring to tender shares of the same class at different prices, must complete the appropriate Letter of Transmittal for each class tendered and a separate Letter of Transmittal for each price at which shares are tendered. See Section 3. Contact the Information Agent, the Dealer Manager or consult your broker for assistance.
Brokerage Commissions.....	None for registered stockholders who tender their shares directly to the Depositary. Stockholders holding shares through brokers or banks are urged to consult the brokers or banks to determine whether transaction costs are applicable if stockholders tender shares through the brokers or banks and not directly to the Depositary.
Stock Transfer Tax.....	None, if payment is made to the registered holder of shares.
Proration.....	If stockholders tender more shares that the Company desires to purchase, proration will be necessary. Proration for each stockholder properly tendering shares, other than Odd Lot Holders (as defined below), will be based on the ratio of the number of shares of the class properly tendered by such stockholder at or below the applicable Purchase Price (and not properly withdrawn prior to the Expiration Date) to the total number of shares of that class properly tendered by all stockholders, other than Odd Lot Holders, at or below the applicable Purchase Price (and not properly withdrawn prior to the Expiration Date).
Odd Lots.....	There will be no proration of shares tendered by any stockholder owning beneficially or of record fewer than 100 shares of either class as of the close of business on July 27, 1999 and as of the Expiration Date, if the stockholder tenders all shares of such class owned by the stockholder at or below the applicable Purchase Price prior to the Expiration Date and completes the section entitled "Odd Lots" in the appropriate Letter of Transmittal. See Section 1.
Expiration and Proration Dates.....	Tuesday, August 24, 1999, at 12:00 Midnight, New York City time, unless the Offer is extended by the Company.

Payment Date.....	As soon as practicable after the termination of the Offer.
Position of the Company and its Board of Directors.....	Neither the Company, its Board of Directors, nor the Dealer Manager makes any recommendation to stockholders as to whether to tender or refrain from tendering their shares. Each stockholder must make the decision whether to tender shares and, if so, how many shares of each class to tender and the price or prices at which such shares should be tendered. Directors and officers of the Company have agreed not to participate in the Offer as they are prohibited from doing so under the terms of the Company's agreements with IMS Health Incorporated.
Withdrawal Rights.....	Tendered shares may be withdrawn at any time prior to 12:00 Midnight, New York City time, on Tuesday, August 24, 1999, unless the Offer is extended by the Company, and, unless previously accepted for payment, at any time after 12:00 Midnight, New York City time, on Tuesday, September 21, 1999. See Section 4.
Further Developments Regarding the Offer.....	Call the Information Agent or Dealer Manager or consult your broker.

OFFER TO PURCHASE FOR CASH

INTRODUCTION

General. Gartner Group, Inc., a Delaware corporation (the "Company"), invites its stockholders to tender shares of the Company's Common Stock, Class A ("Class A Common Stock") and Common Stock, Class B ("Class B Common Stock"; together with the Class A Common Stock, "Common Stock" or the "Shares") to the Company. Shares may be tendered at prices specified by the individual stockholders tendering their shares, but at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest. Shares must be tendered on the terms and subject to the conditions set forth herein and in the related letter of transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

Background and Purpose of the Transaction. The Offer to Purchase is being effected as part of a series of transactions (the "IMS Transactions") that have previously been initiated as a result of certain agreements entered into in June 1999 between the Company and IMS Health Incorporated ("IMS Health"). IMS Health was until recently the holder of approximately 46% of the outstanding shares of capital stock of the Company. The IMS Transactions, of which this Offer is a part, were implemented in order to effect the separation of the Company and IMS Health.

This separation has been implemented through the tax-free distribution by IMS Health to its stockholders of approximately 40.7 million shares of Class B Common Stock held by IMS Health (the "Distribution"). In order to permit the Distribution to be tax-free for United States federal income tax purposes, and thereby in order to make the Distribution possible, the Company effected certain changes to its capital structure as described more fully below. These changes included the creation of a new class of 40,689,648 shares of Class B Common Stock and the issuance of such Class B Common Stock to IMS Health in exchange for a like number of shares of Class A Common Stock previously held by IMS Health. These shares of Class B Common Stock were then distributed by IMS Health, in the Distribution, to IMS Health stockholders of record as of July 17, 1999. In addition, in connection with the Distribution, the Company has recently paid a $125 million cash dividend to all stockholders of record as of July 16, 1999, and is undertaking to commence a share repurchase program, including this Offer to Purchase, to repurchase approximately 20% of the outstanding Common Stock. The IMS Transactions were designed to give effective control of the Company to public stockholders, to return immediate value to the Company's stockholders, and to permit the Company and IMS Health to focus more closely on their respective businesses in the future.

The Offer is intended to help mitigate the effects of any excess supply in the market for the Common Stock resulting from the IMS Transactions, particularly the Distribution, which has significantly increased the amount of Common Stock available for sale in the public market. The Offer provides to stockholders who are considering a sale of all or a portion of their Common Stock the opportunity to determine the price or prices (not less than $21 nor more than $24 per share) at which they are willing to sell shares and, where shares are tendered by the registered owner directly to the Depositary, to sell those shares without the usual transaction costs associated with open market sales. In addition, the Offer may give stockholders the opportunity to sell at prices greater than market prices prevailing prior to the announcement of the Offer. Stockholders are urged to obtain current market quotations for their shares. See Section 7. The Offer also allows stockholders to sell a portion of their shares while retaining a continuing equity interest in the Company. Stockholders who determine not to accept the Offer will realize a proportionate increase in their relative equity interest in the Company, and thus in the Company's future earnings and assets, subject to the Company's right to issue additional equity securities in the future.

In determining whether to tender shares pursuant to the Offer, stockholders should consider the possibility that they may be able to sell their shares in the future on the NYSE or otherwise, including in connection with a sale of the Company, at a net price higher than the applicable Purchase Price. See Section 2. The Company can give no assurance, however, as to the price at which a stockholder may be able to sell non-tendered shares in the future.

Purchase Prices. The Company will determine the single per share price, not less than $21 nor more than $24 per share, net to the seller in cash, without interest, that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares as are properly tendered at prices not less than $21 nor more than $24 per share). All shares of Class A Common Stock acquired pursuant to the Offer will be acquired at the one Class A Purchase Price.

Similarly, the Company will determine the single per share price, not less than $21 nor more than $24 per share, net to the seller in cash, without interest, that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; each of the Class A Purchase Price and Class B Purchase Price is referred to as a "Purchase Price"), taking into account the number of shares tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares as are properly tendered at prices not less than $21 nor more than $24 per share). All shares of Class B Common Stock acquired pursuant to the Offer will be acquired at the one Class B Purchase Price. The Class A Purchase Price and Class B Purchase Price need not be identical.

Proportionate Purchase of Class A and Class B. Notwithstanding any other provision in this Offer to Purchase, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

Subject to the foregoing, all shares of each class properly tendered at prices at or below the applicable Purchase Price for such class and not properly withdrawn will be purchased at the applicable Purchase Price, upon the terms and subject to the conditions of the Offer, including the proportionality and proration provisions.

Additional Purchases; Excess Shares. The Company reserves the right, in its sole discretion, to purchase more than 15,700,000 shares of Common Stock pursuant to the Offer, provided that the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999. Shares tendered at prices in excess of the applicable Purchase Price and shares not purchased because of the proportionality and proration provisions will be returned. See Section 14.

Conditions. The Offer is not conditioned on any minimum number of shares being tendered. The Offer is, however, subject to certain other conditions. See Section 6.

Market for Class A and Class B Common Stock. The Class A Common Stock is listed and traded on the New York Stock Exchange ("NYSE") under the symbol "IT" and the Class B Common Stock is listed and traded on the NYSE under the symbol "IT-B". On July 23, 1999, the last full trading day prior to the announcement of the Offer, the closing per share sales prices as reported on the NYSE composite tape were $22.00 per share of Class A Common Stock and $21.63 per share of Class B Common Stock. Stockholders are urged to obtain current market quotations for the shares. See Section 7.

No Board of Directors Recommendation Regarding Stockholder Tenders. The Board of Directors of the Company has approved the Offer. However, none of the Company, its Board of Directors nor the Dealer Manager makes any recommendation to stockholders as to whether to tender or refrain from tendering their shares. Each stockholder must make the decision whether to tender such stockholder's shares and, if so, how

many shares of each class to tender and the price or prices at which such shares should be tendered. The Company's directors and executive officers have agreed not to participate in this Offer.

Odd Lot Allocation. Upon the terms and subject to the conditions of the Offer, if at the Expiration Date more than 9,600,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or in each case such greater number of shares as the Company may elect to purchase) are properly tendered at or below the applicable Purchase Price and are not properly withdrawn, the Company will buy shares first from all Odd Lot Holders of each such class (as defined in Section 1) who properly tender (and do not properly withdraw) all their shares of such class at prices at or below the applicable Purchase Price, and will then buy shares on a pro rata basis from all other stockholders who properly tender (and do not properly withdraw) shares of such class at prices at or below the applicable Purchase Price. See Section 1.

Payment of Purchase Price; Tax Withholding; Fees and Expenses. The Purchase Price will be paid net to the tendering stockholder in cash, without interest, for all shares purchased. Tendering stockholders who hold shares in their own name and who tender their shares directly to the Depositary will not be obligated to pay brokerage commissions, solicitation fees or, subject to Instruction 8 of the Letter of Transmittal, stock transfer taxes on the purchase of shares by the Company pursuant to the Offer. Stockholders holding shares through brokers or banks are urged to consult the brokers or banks to determine whether transaction costs are applicable if shares are tendered through the brokers or banks and not directly to the Depositary. HOWEVER, ANY TENDERING STOCKHOLDER OR OTHER PAYEE WHO FAILS TO COMPLETE, SIGN AND RETURN TO THE DEPOSITARY THE SUBSTITUTE FORM W-9 THAT IS INCLUDED AS PART OF THE LETTER OF TRANSMITTAL MAY BE SUBJECT TO REQUIRED UNITED STATES FEDERAL INCOME TAX BACKUP WITHHOLDING OF 31% OF THE GROSS PROCEEDS PAYABLE TO THE TENDERING STOCKHOLDER OR OTHER PAYEE PURSUANT TO THE OFFER. SEE SECTION 3. The Company will pay all fees and expenses of Credit Suisse First Boston Corporation ("Credit Suisse First Boston" or the "Dealer Manager"), EquiServe L.P. (the "Depositary" or "EquiServe") and Morrow & Co., Inc. (the "Information Agent") incurred in connection with the Offer. See Section 15.

Outstanding Shares. As of July 26, 1999, the Company had issued and outstanding an aggregate of 104,682,198 shares of Common Stock, consisting of 63,992,550 shares of Class A Common Stock and 40,689,648 shares of Class B Common Stock. In addition, the Company had outstanding at such date options to purchase an aggregate of 17,515,069 shares of Class A Common Stock ("Options") under the Company's stock option plans (collectively the "Option Plans"). In addition, IMS Health held at such date warrants to purchase an aggregate of 599,400 shares of Class A Common Stock (the "IMS Health Warrants"). The 15,700,000 shares of Common Stock that the Company is offering to purchase pursuant to the Offer represent approximately 15% of the Company's Common Stock outstanding on July 26, 1999 (approximately 13% assuming exercise of all outstanding Options and IMS Health Warrants).

Each of the Gartner Group, Inc. Savings and Investment Plan and the IMS Health Incorporated Savings Plan holds shares of Common Stock in accounts for participants thereunder. A participant in the IMS Health plan may instruct Bankers Trust Company, as trustee of the trust that holds Class B Common Stock for the IMS Health plan, to tender all or part of the shares attributable to their respective individual accounts under such plan (including fractional shares, if any) by following the instructions set forth in "Procedure for Tendering Shares -- IMS Health Savings Plan" in Section 3. Participants in the Gartner Group plan may instruct Fidelity Management Trust Co., as trustee of the trust that holds Class A Common Stock for the Gartner Group plan, to tender all or part of the shares attributable to the participant's individual accounts under such plan (including fractional shares, if any) by following the instructions set forth in "Procedure for Tendering Shares -- Gartner Group Savings and Investment Plan" in Section 3.

FORWARD-LOOKING STATEMENTS MAY PROVE INACCURATE

This document and other communications to stockholders of the Company may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, the Company cannot give any assurance that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from such expectations ("Cautionary Statements") are disclosed herein and therein, including without limitation the risks discussed under "Certain Considerations" below. All forward-looking statements attributable to the Company are expressly qualified in their entirety by the Cautionary Statements described herein and in the Company's reports filed with the Securities and Exchange Commission.

The Company does not make any express or implied representation or warranty as to the attainability of any projected or estimated financial information referenced or set forth herein or as to the accuracy or completeness of the assumptions from which any such projected or estimated information is derived. Projections or estimations of the Company's future performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results. Reference is made to the particular discussions set forth under "Certain Considerations" below.

CERTAIN CONSIDERATIONS

You should consider carefully the factors described below before making a decision regarding the tender of your shares. The risks and uncertainties described below are not the only ones that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.

OUR FUTURE OPERATING RESULTS DEPEND ON A VARIETY OF FACTORS, MANY OF WHICH ARE NOT IN OUR CONTROL

Our future operating results depend upon our ability to continue to compete successfully in the market for information products and services. We may not be able to continue to provide the products and services that meet client needs as the Information Technology, or IT market evolves rapidly.

Our future operating results, and our ability to compete successfully in the IT market, will depend on:

- our ability to hire and retain a premier staff of qualified IT analysts in a competitive employment market, and our ability to expand our staff to support evolving client needs and growth of our business;
- our ability to expand our product and service offerings to smaller domestic clients;
- our ability to devote the additional management attention and financial resources necessary to further expand our business; and
- the risks inherent in international sales, including:
  - changes in market demand as a result of exchange rate fluctuations;
  - challenges in staffing and managing our foreign sales operations; and
  - higher levels of taxation on foreign income than domestic income.

OUR REVENUES DEPEND ON RENEWALS OF EXISTING CONTRACTS AND OUR ABILITY TO GENERATE NEW BUSINESS

We measure the volume of our advisory and measurement business based on contract value. We calculate total contract value based on the annualized value of all advisory and measurement contracts in effect at the time of the calculation, without regard to the duration of those contracts. While we believe contract value is a meaningful measure of our business level, contract value at any time may not be indicative of future advisory and measurement revenues or cash flows. In this regard, a substantial portion of our clients have historically renewed our services for an equal or higher level of total payments each year, and, historically, annual revenues from these services in any fiscal year have closely correlated to contract value at the beginning of the fiscal year. As of June 30, 1999, approximately 85 percent of our clients had renewed one or more services in the prior twelve months. Nonetheless, this renewal rate is not necessarily indicative of the rate of retention of our revenue base. Revenues and cash flows in any year depend significantly on the rate of contract renewal through the year as well as new business generation. While we have experienced high contract renewal rates in recent years, we may not be able to sustain high renewal rates in the future. Any deterioration in our ability to achieve high renewal rates or to continue to generate significant new business would impact future growth in our business. Moreover, a significant portion of our new business in any given year has historically been generated in the last portion of the fiscal year. Accordingly, any slowdowns in year-to-year revenue generation might not be apparent until late in a given fiscal year.

Deferred revenues, as presented in our balance sheets, represent unamortized revenues from billed advisory and measurement services and products, plus unamortized revenues of certain other billed services and products not included in advisory and measurement. Contract value represents an annualized value of all outstanding advisory and measurement contracts without regard to the duration of such contracts, while deferred revenues represents unamortized revenue remaining on all billed and outstanding advisory and measurement contracts, plus certain other billed services and products not included in advisory and measurement revenue. Accordingly, deferred revenues do not correlate to contract value as of any one date.

WE MAY NOT BE ABLE TO CONTINUE TO COMPETE SUCCESSFULLY IN THE COMPETITIVE MARKET FOR IT PRODUCTS AND SERVICES

We believe that the principal competitive factors in our industry are:

- quality of research and analysis;
- timely delivery of information;
- customer service;
- the ability to offer products that meet changing market needs for information and analysis; and
- price.

We believe that we compete favorably with respect to each of these factors. However, we face competition from many companies, and we believe that competition is increasing.

We face competition from other independent providers of similar services, as well as our clients' internal marketing and planning departments. We also compete indirectly against other information providers, including electronic and print media companies and consulting firms. These indirect competitors could choose to compete directly against us in the future. In addition, although we have established a significant market presence, there are limited barriers to entry into our market. New competitors continue to emerge, and additional competitors could readily emerge in one or more of the market segments we address. Additional competition also continues to emerge as the IT industries change and new customer needs evolve. Increased competition could adversely affect our operating results through downward pricing pressure and loss of market share.

WE DEPEND ON OUR KEY EMPLOYEES AND ON OUR ABILITY TO HIRE ADDITIONAL QUALIFIED PERSONNEL

Our future success will depend heavily upon the continued contributions of our senior management team, professional analysts, and experienced sales personnel. Accordingly, future operating results will be largely dependent upon our ability to retain our key employees and to attract additional qualified personnel. We experience intense competition for professional personnel from, among others, other providers of IT research and analysis services, producers of IT products, management consulting firms and financial services companies. Many of these firms have substantially greater financial resources than we do to attract and compensate qualified personnel. The loss of the services of key management and professional personnel could have a material adverse effect on our business.

WE FACE YEAR 2000 RISKS WHICH COULD NEGATIVELY IMPACT OUR BUSINESS

The Year 2000 problem results from the fact that many technology systems have been designed using only a two-digit representation of the year portion of the date. This has the potential to cause errors or failures in those systems that depend on correct interpretation of the year, but cannot necessarily correctly interpret "00" as the year "2000". While the potential ramifications of the Year 2000 issue are significant, we believe that we are taking full advantage of our internal resources and all necessary external resources to understand, identify and correct all Year 2000 issues within our control. We recognize that there are significant unknowns, and therefore potential risks, that are outside of our control and we will take all reasonable steps to minimize the impact of those exposures.

We are on target to have made all essential systems Year 2000 ready before their known failure dates or January 1, 2000, whichever is sooner. All of our products are, or are expected to be, Year 2000 ready before their known failure dates or by January 1, 2000, whichever is sooner. Should any date-related problems be revealed after that point, they will be fixed at no charge to the customer or replaced with a product of equal value. Initial testing of the four business critical applications for product delivery (GG Interactive, GG Lotus Notes, GG Intraweb, and GG CD) has shown these applications to be compliant with certain Company identified key functions, with full Year 2000 internal validation expected to occur on a timely basis prior to calendar 1999 year end. Additionally we further expect to continue to take all prudent and reasonable steps to

validate the Year 2000 readiness of our direct supply chain interfaces, but we believe that this area does and will continue to represent a significant level of uncertainty and business risk at least through the first half of the year 2000.

We have established a separate Year 2000 account to budget and track significant fiscal 1999 Year 2000 expenditures. All maintenance and modification costs are expensed as incurred, while the cost of new systems is being capitalized according to generally accepted accounting principles. Identified Year 2000 expenses were $1.9 million for the six months ended March 31, 1999 and are forecasted to be $3.3 million for the remaining six months of fiscal 1999. These costs are predominantly for the budgeted replacement or upgrades of IT and non-IT systems, but also include prorated personnel standard unit costs.

We believe that the Year 2000 problem may result in an increased percentage of IT department budgets being directed toward Year 2000 remediation expenditures in the near term. If this occurs, changes in customer buying practices could result in either an increase or decrease in the demand for our products and services and, therefore, have the potential of benefiting or adversely impacting our future revenues and revenue patterns.

THE CLASS B COMMON STOCK CONTROLS OUR BOARD OF DIRECTORS

We have recently completed a recapitalization and certain related transactions which could have a significant impact on control of our company. These transactions were undertaken in connection with a Distribution Agreement dated June 17, 1999 between us and IMS Health (the "Distribution Agreement"). IMS Health has recently distributed to its stockholders an aggregate of 40,689,648 shares of Class B Common Stock and retains an aggregate of 7,508,857 shares of Class A Common Stock (including 599,400 shares issuable on exercise of warrants held by IMS Health). Our Class B Common Stock is identical in all respects to our Class A Common Stock, except that the Class B Common Stock is entitled to elect at least 80% of the members of our Board of Directors. Therefore, subject to the effectiveness of one provision in our certificate of incorporation (as described in the next paragraph), holders of a majority of the Class B Common Stock will be able to elect at least 80% of our Board of Directors, and any person or group of persons that acquires a majority of the outstanding shares of Class B Common Stock will be able to obtain control of our company through the election of directors. The Class B Common Stock thus may render our company more susceptible to unsolicited takeover bids from third parties.

The risk of a takeover of our Board is partially mitigated by our recent establishment of a classified Board of Directors. Our Board has been divided into three classes, with one class of directors to be elected each year for staggered three-year terms. As a result of this classified Board, a potential acquiror can only elect a majority of the Board of Directors over the course of two annual elections of directors. Accordingly, the creation of a classified Board of Directors mitigates in part the increased risk of unsolicited takeover bids that resulted from the creation and issuance of the Class B Common Stock. This takeover risk may also be mitigated in part by a provision in our certificate of incorporation that will take effect if we receive a letter ruling from the Internal Revenue Service ("IRS") that the provision will not impair the tax treatment of the IMS Transactions. This provision states that so long as any person or entity, or group of persons or entities acting in concert, beneficially owns 15% or more of the outstanding shares of Class B Common Stock, then such person, entity or group may vote in any election of directors only the number of shares of Class B Common Stock for which it owns an equivalent percentage of Class A Common Stock. The purpose of this provision is to ensure that no person, entity or group can seek to obtain control of our Board of Directors solely by acquiring a majority of the outstanding shares of Class B Common Stock. This provision is intended to protect our public stockholders by ensuring that anyone seeking to take over our board must acquire control of the outstanding shares of each class of Common Stock.

OUR RECENT CASH DIVIDEND AND INCURRENCE OF INDEBTEDNESS COULD LIMIT FUTURE OPERATIONAL FLEXIBILITY.

As a result of the IMS Transactions, we will expend a significant portion of our cash and incur significant indebtedness. This will result in significant interest costs and debt repayment obligations, and will limit the

availability of additional borrowings for other corporate purposes such as cash acquisitions or significant investments in new areas of business.

We have previously declared a $125 million cash dividend payable to stockholders of record on July 16, 1999. In addition, we are undertaking the repurchase of approximately 15% of our outstanding Common Stock under this Offer to Purchase and will repurchase up to an additional 5% in open market purchases within the next 2 years.

In order to pay the cash dividend to our stockholders and finance the stock repurchase program, we will use available cash and are incurring up to approximately $500 million of debt financing. These transactions will limit the amount of cash or borrowings available to us in the future, which could adversely affect our future operations in various ways, including the following:

- we could become increasingly vulnerable to general adverse economic and industry conditions;

- we will be required to dedicate a substantial portion of our cash flow from operations to the payment of principal of, and interest on, our indebtedness, which will reduce the availability of cash flow to fund activities that might otherwise benefit us; these include cash acquisitions, additional investments in new business areas, capital expenditures, working capital needs, and other general corporate requirements;

- we will have reduced ability to obtain additional financing to fund such potentially beneficial future activities; and

- we may be placed at a competitive disadvantage as compared to less leveraged or better capitalized competitors, because of reduced ability to invest in our business.

WE WILL INCUR DEBT SERVICE OBLIGATIONS IN CONNECTION WITH THE RECAPITALIZATION OF OUR COMPANY THAT WE MAY NOT BE ABLE TO MEET

Our ability to make principal and interest payments on our outstanding debt will depend on our future operating performance. Our future operating performance itself depends on a number of factors, many of which are outside of our control. These factors include prevailing economic conditions and financial, competitive and other factors affecting our business and operations. Although we believe, based on current levels of operations, that our cash flow from operations, together with other sources of liquidity, will be adequate to make required payments of principal and interest on our debt, whether at or prior to maturity, to finance anticipated capital expenditures and to fund working capital requirements, we cannot assure you that our sources of cash will indeed be sufficient for such purposes. If we are unable to generate sufficient cash flow from operations, or if we require additional equipment loans or equipment and working capital lines of credit in the future to service our debt, we may be required to sell our assets, reduce our capital expenditures, refinance all or a portion of our existing indebtedness or obtain other sources of financing. We cannot assure you we would have access to sources of refinancing on commercially reasonable terms, or at all.

WE HAVE ASSUMED POTENTIALLY LARGE TAX LIABILITIES UNDER THE DISTRIBUTION AGREEMENT WITH IMS HEALTH

In connection with the IMS Transactions, IMS distributed to its public stockholders, on a pro rata basis, the Class B Common Stock that IMS received from us in the recapitalization. The Distribution, the recapitalization and the related transactions were effected based on receipt by IMS of a favorable ruling from the IRS that the Distribution would be tax-free to IMS and its stockholders. However, even with the IRS ruling, it is possible that, under certain circumstances, actions by us following the Distribution (such as the acquisition of our company or substantial acquisitions using our stock) could cause the Distribution to become taxable to IMS and its stockholders. Under the terms of the Distribution Agreement, we are required to indemnify IMS for additional taxes, if any, attributable to our actions outside of the scope of certain permitted actions by us. This indemnification obligation could result in liabilities to us of $300 million or more.

These potential obligations could substantially limit our ability to engage in acquisitions or certain other transactions during the two-year period following the recapitalization and the related transactions. These potential tax liabilities may also make our company less attractive to a potential acquiror.

STOCK SALES FOLLOWING THE DISTRIBUTION MAY LOWER OUR STOCK PRICE

IMS Health distributed on July 26, 1999, to its stockholders of record as of July 17, 1999, a total of 40,689,648 shares of Class B Common Stock. In addition, IMS Health retains 6,909,457 shares of Class A Common Stock (the "Retained Shares") and warrants to purchase an additional 599,400 shares of Class A Common Stock (the "Warrant Shares"). The ruling from the IRS obtained in connection with the IMS Transactions requires that IMS Health dispose of the Retained Shares and Warrant Shares as quickly as feasible, and IMS Health intends to dispose of all such shares within one year following July 26, 1999, the date of the Distribution. IMS Health has agreed, however, that it will not dispose of such securities for a period of 90 days following the Distribution, and thereafter will dispose of such shares in an agreed manner intended to mitigate the market impact of such dispositions. Although we believe that dispositions of shares in such manner should mitigate the impact on the market for our common stock, such additional sales could also impact such market adversely. IMS Health stockholders may sell into the public market all or a substantial portion of the shares they received in the Distribution. Certain large stockholders may be required to sell a significant amount of our shares if, after the Distribution, by virtue of their holdings in our company plus their holdings in IMS Health, they hold a larger amount of our stock than they are permitted under their internal investment guidelines. Sales of substantial amounts of our stock by IMS Health or by the IMS Health stockholders who received our stock in the Distribution could substantially increase the trading volume of our Common Stock and could result in downward pressure on our stock prices due to the increased supply.

THE CREATION OF A CLASSIFIED BOARD OF DIRECTORS MAY DELAY OR PREVENT A CHANGE OF CONTROL

Our Board has been divided into a classified Board consisting of three classes with one class of directors to be elected each year. A potential acquiror could only elect a majority of the Board of Directors over the course of two annual elections of directors, which could make our company less attractive to potential acquirors and could therefore have the effect of depriving our stockholders of an opportunity to sell their shares at a premium over prevailing market prices to a third-party bidder.

YOU MAY BE ABLE TO SELL YOUR SHARES AT A HIGHER PRICE THAN WE ARE OFFERING

We will determine the purchase prices for shares tendered in the Offer based upon the numbers of shares tendered and upon the prices of shares tendered, subject to the terms of the Offer. The purchase prices will not necessarily represent the fair market value of the shares tendered, as would be determined by two equal parties engaged in a purchase and sale transaction. Accordingly, you may be able to sell your shares at a higher price than we are offering. Moreover, the price of the shares could rise over time following completion of the Offer, as a result of positive business results, general market conditions or other factors. Therefore, if you do not tender your shares in the Offer, you may be able to sell your shares in the future at a higher price than we are offering.

THE OFFER

1. NUMBER OF SHARES; PURCHASE PRICE; PRORATION.

Number of Shares to be Repurchased. Upon the terms and subject to the conditions of the Offer, the Company will purchase up to 15,700,000 shares of Common Stock, consisting of up to 9,600,000 shares of Class A Common Stock and up to 6,100,000 shares of Class B Common Stock, or such lesser number of shares as are properly tendered (and not properly withdrawn in accordance with Section 4) prior to the Expiration Date (as defined below) at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest, for each of the Class A Common Stock and the Class B Common Stock. The purchase price of the Class A Common Stock and the Class B Common Stock need not be identical. The Company reserves the right to purchase more than 15,700,000 shares pursuant to the Offer; in accordance with applicable regulations of the Securities and Exchange Commission (the "Commission"), the Company may purchase pursuant to the Offer an additional amount of shares not to exceed 2% of the outstanding shares without amending or extending the Offer. See Section 14.

Expiration Date. The term "Expiration Date"means 12:00 Midnight, New York City time, on Tuesday, August 24, 1999 unless and until the Company, in its sole discretion, shall have extended the period of time during which the Offer will remain open, in which event the term "Expiration Date" shall refer to the latest time and date at which the Offer, as so extended by the Company, shall expire. See Section 14 for a description of the Company's right to extend, delay, terminate or amend the Offer. In the event of an over-subscription of either class subject to the Offer as described below, shares of that class properly tendered at or below the applicable Purchase Price prior to the Expiration Date will be subject to proration, except for Odd Lots (as defined below). If (i) the Company (a) increases the price to be paid for shares above $24 per share or decreases the price to be paid for shares below $21 per share, (b) materially increases the Dealer Manager fee, or (c) decreases the number of shares being sought, and (ii) the Offer is scheduled to expire at any time earlier than the expiration of a period ending on the tenth business day from, and including, the date that notice of the change is first published, sent or given in the manner specified in Section 14, then the Offer will be extended until the expiration of such period of ten business days.

Class A Purchase Price. The Company will, upon the terms and subject to the conditions of the Offer, determine a single purchase price (not less than $21 nor more than $24 per share) that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares so tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares as are properly tendered at prices not less than $21 nor more than $24 per share). All shares of Class A Common Stock acquired pursuant to the Offer will be acquired at the one Class A Purchase Price.

Class B Purchase Price. Similarly, the Company will determine a single purchase price (not less than $21 nor more than $24 per share) that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; each of the Class A Purchase Price and Class B Purchase Price is referred to as a "Purchase Price"), taking into account the number of shares tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares as are properly tendered at prices not less than $21 nor more than $24 per share). All shares of Class B Common Stock acquired pursuant to the Offer will be acquired at the one Class B Purchase Price. The Class A Purchase Price need not be identical to the Class B Purchase Price.

Proportionate Repurchase of Class A Common Stock and Class B Common Stock. Notwithstanding the foregoing, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender

shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

Subject to the foregoing, as promptly as practicable following the Expiration Date, the Company will, in its sole discretion, determine the Purchase Price that it will pay for shares of each class properly tendered pursuant to the Offer and not properly withdrawn, taking into account the number of shares of such class tendered and the prices specified by tendering stockholders. All shares properly tendered at prices at or below the applicable Purchase Price for such class and not properly withdrawn will be purchased at the applicable Purchase Price, upon the terms and subject to the conditions of the Offer, including the proportionality and proration provisions.

THE OFFER IS NOT CONDITIONED ON THE TENDER OF ANY MINIMUM NUMBER OF SHARES, BUT IS SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 6.

Priority of Purchase within Each Class. Upon the terms and subject to the conditions of the Offer, if more than 9,600,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or such greater number of shares of either such class as the Company may elect to purchase) have been properly tendered at prices at or below the applicable Purchase Price and not properly withdrawn prior to the Expiration Date, the Company will purchase properly tendered shares of each such class in the order set forth below:

(a) first, the Company will repurchase all shares of such class properly tendered and not properly withdrawn prior to the Expiration Date by any Odd Lot Holder (as defined below) who:

(1) tenders all shares of such class owned beneficially or of record by such Odd Lot Holder at a price at or below the Purchase Price for such class (tenders of fewer than all the shares of such class owned by such Odd Lot Holder will not qualify for this preference); and

(2) completes the section entitled "Odd Lots" in the appropriate Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery; and

(b) second, after the purchase of all of the foregoing shares, the Company will repurchase all other shares of such class properly tendered at prices at or below the Purchase Price for such class and not properly withdrawn prior to the Expiration Date, on a pro rata basis (with appropriate adjustments to avoid purchases of fractional shares), as described below.

Odd Lots. For purposes of the Offer, the term "Odd Lots" means, with respect to either class of Common Stock, all shares of such class properly tendered prior to the Expiration Date at prices at or below the applicable Purchase Price and not properly withdrawn by any person (an "Odd Lot Holder") who owned beneficially or of record as of the close of business on July 27, 1999, and who continues to own beneficially or of record as of the Expiration Date, an aggregate of fewer than 100 shares of such class as certified in the appropriate place in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery. In order to qualify for this preference, an Odd Lot Holder must tender all shares of such class of Common Stock owned by the Odd Lot Holder. As set forth above, Odd Lots will be accepted for payment before proration, if any, of the purchase of other tendered shares of such class. This preference is not available to partial tenders or to beneficial or record holders of an aggregate of 100 or more shares of a class, even if these holders have separate accounts or certificates representing fewer than 100 shares of such class. Any Odd Lot Holder wishing to tender all of such stockholder's shares of a class of Common Stock pursuant to the Offer should complete the section entitled "Odd Lots" in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery, and follow the procedures for Odd Lot Holders described in Section 3.

The Company also reserves the right, but will not be obligated, to purchase all shares of a class of Common Stock duly tendered by any stockholder who tenders any shares of such class at or below the applicable Purchase Price and who, as a result of proration, would then own an aggregate of fewer than 100 shares of such class. If the Company exercises this right, it will increase the number of shares of such class that it is offering to purchase in the Offer by the number of shares purchased through the exercise of such

right, provided that in any event the Company will purchase Class A Common Stock and Class B Common Stock in the required proportions indicated above.

Proration. In the event that proration of tendered shares of either class of Common Stock is required, the Company will determine the proration factor as soon as practicable following the Expiration Date. Proration for each stockholder tendering shares of such class, other than Odd Lot Holders, shall be based on the ratio of the number of shares of such class properly tendered and not properly withdrawn by such stockholder to the total number of shares of such class properly tendered and not properly withdrawn by all stockholders, other than Odd Lot Holders, at or below the applicable Purchase Price. Because of the difficulty in quickly determining the number of shares properly tendered (including shares tendered by guaranteed delivery procedures, as described in Section 3) and not properly withdrawn, and because of the Odd Lot procedure, the Company expects that it will not be able to announce the final proration factor or commence payment for any shares purchased pursuant to the Offer until approximately five business days after the Expiration Date. The preliminary results of any proration will be announced by press release as promptly as practicable after the Expiration Date. Stockholders may obtain preliminary proration information from the Information Agent or the Dealer Manager and may be able to obtain such information from their brokers.

As described in Section 13, the number of shares that the Company will purchase from a stockholder pursuant to the Offer may affect the United States federal income tax consequences to the tendering stockholder and, therefore, may be relevant to a stockholder's decision whether or not to tender shares. The Letter of Transmittal affords each tendering stockholder the opportunity to designate the order of priority in which shares tendered are to be purchased in the event of proration.

This Offer to Purchase and the related Letter of Transmittal (i) are being mailed to stockholders who were record holders of shares of Common Stock as of July 27, 1999, (ii) will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the Company's stockholder list as of July 27, 1999 or, if applicable, who are listed as participants in a clearing agency's security position listing as of July 27, 1999, for subsequent transmittal to beneficial owners of shares and (iii) are being furnished to the Trustee of the Gartner Group, Inc. Savings and Investment Plan and the Trustee of the IMS Health Incorporated Savings Plan on behalf of the participants in those plans.

2. PURPOSE OF THE OFFER; CERTAIN EFFECTS OF THE OFFER.

This Offer to Purchase is being effected pursuant to the IMS Transactions, which were initiated as a result of certain agreements entered into in June 1999 between the Company and IMS Health. IMS Health was until recently the holder of approximately 46% of the outstanding shares of capital stock of the Company. The IMS Transactions, of which this Offer is a part, were implemented in order to effect the separation of the Company and IMS Health.

This separation has been implemented through the Distribution, a tax-free distribution by IMS Health to its stockholders of approximately 40.7 million shares of Class B Common Stock of the Company held by IMS Health. In order to permit the Distribution to be tax-free for United States federal income tax purposes, and thereby in order to make the Distribution possible, the Company effected certain changes to its capital structure as described more fully below. These changes included the creation of a new class of 40,689,648 shares of Class B Common Stock and the issuance of such Class B Common Stock to IMS Health in exchange for a like number of shares of Class A Common Stock previously held by IMS Health. These shares of Class B Common Stock were then distributed by IMS Health on July 26, 1999, in the Distribution, to IMS Health stockholders of record as of July 17, 1999. In addition, in connection with the Distribution, the Company has recently paid a $125 million cash dividend to all stockholders of record as of July 16, 1999, and is undertaking to commence a share repurchase program, including this Offer to Purchase, to repurchase approximately 20% of the Company's outstanding Common Stock. The IMS Transactions were designed to give effective control of the Company to public stockholders, to return immediate value to the Company's stockholders, and to permit the Company and IMS Health to focus more closely on their respective businesses in the future.

IMS Health or its predecessors have held a substantial equity position in the Company since April 1993. After its initial public offering in October 1993, the Company remained a majority-owned subsidiary of The Dun & Bradstreet Corporation ("D&B"). In 1996, D&B created a new, publicly traded corporation, Cognizant Corporation ("Cognizant"), by means of a tax-free spin-off of Cognizant to the stockholders of D&B. In 1998, Cognizant undertook a similar spin-off to its stockholders, creating IMS Health as a new, publicly traded corporation. By means of these transactions, the Company was first a majority-owned subsidiary of D&B, then became a majority-owned (and, subsequently, a minority-owned) subsidiary of Cognizant, and then a 46%-owned subsidiary of IMS Health. IMS Health's predecessors held at least a majority of the Company's outstanding equity securities from the Company's initial public offering in October 1993 through August 1997.

Prior to the spin-off of Cognizant in 1996, management of D&B had actively sought to maintain a majority interest in the Company. D&B continued to purchase shares of the Company's Common Stock to offset the effects of stock issuances by the Company resulting from acquisitions or exercises of stock options under the Company's benefit plans. When Cognizant succeeded to D&B's shares of Common Stock of the Company in 1996, Cognizant indicated that it intended to maintain its share ownership in the Company. However, both the Company and Cognizant cautioned stockholders that changing business conditions and other factors could cause Cognizant to reassess its ownership interest in the Company.

Management of Cognizant actively began to review this practice in 1997. In April 1997, Cognizant announced that it would no longer purchase the Company's Common Stock to offset dilutive issuances by the Company. As a result of share issuances under the Company's employee benefits plans as well as acquisitions, Cognizant's ownership interest in the Company fell below 50% in the third calendar quarter of 1997.

In July 1998, Cognizant effected a separation into two independent publicly traded companies -- IMS Health and Nielsen Media Research Inc. -- each of which is focused on a single industry. At that time IMS Health succeeded to Cognizant's ownership interest in securities of the Company.

IMS Health's management indicated to the Company at the time of IMS Health's spin-off from Cognizant that the Company was not critical to IMS Health's business strategy. This caused the Company to believe that some divestiture of the Company's stock was a likely possibility at a future point. In October 1998, IMS Health indicated to the Company's Board of Directors that IMS Health had determined to divest itself of its Common Stock of the Company in the near future. IMS Health indicated that it had determined to do so for a number of reasons. The reasons indicated to the Company included:

- Continuation of IMS Health's strategic plan to become sharply focused on its core businesses.

- Allowing the Company also to become more sharply focused on its core businesses as an independent company.

- Concern that, because the two businesses were not strategically related, management of the two companies would be distracted from focusing on their separate businesses and industries.

- The expectation that IMS Health's stockholders would benefit were IMS Health to divest itself of its interest in the Company, allowing each of IMS Health and the Company to be perceived by investors as a "pure play" investment in its services industries.

- The reduction in the volatility in IMS Health's earnings caused by the inclusion therein of a portion of the Company's earnings.

In October 1998, the Company and IMS Health undertook negotiations of potential transactions, in which the Company sought to structure a transaction which would meet the objectives of IMS Health, as expressed to the Company, but at the same time provide the best long-term value for the Company's stockholders.

A number of potential scenarios were considered by the Company, including:

- public market sales of the Common Stock held by IMS Health;

- the repurchase by the Company of all or a significant portion of the Common Stock held by IMS Health;

- the sale of the Common Stock held by IMS Health to a single buyer; and/or

- the sale of the Company to a third party.

The Company's Board of Directors understood that IMS Health had committed itself to complete a transaction as quickly as possible, and the Company's Board believed that some of the potential transactions that IMS Health could undertake might not be in the best interests of the Company's other stockholders. Accordingly, the Company's management, at the direction of the Company's Board, sought to negotiate with IMS Health a mutually acceptable transaction that would achieve IMS Health's stated objectives and would also provide short- and long-term value to the Company's stockholders.

Ultimately, the continued negotiations and discussions with stockholders resulted in the terms of the IMS Transactions as described herein and as set forth in the Distribution Agreement and the related Agreement and Plan of Merger dated June 17, 1999 among the Company, IMS Health and GRGI, Inc., a wholly owned subsidiary of IMS Health (the "Merger Agreement").

The Company's Board believes that the IMS Transactions suit the purposes of both IMS Health and the Company. The IMS Transactions allow for the orderly transfer of IMS Health's large ownership interest to its stockholders, resulting in the Company's being a widely held public company without any controlling stockholder. The IMS Transactions also allow IMS Health to dispose of its investment in the Company and deliver value to its stockholders, while at the same time providing value for the Company's stockholders. The Company's Board believes the IMS Transactions should not result in the adverse effects associated with other transactions that IMS Health could have undertaken, including the transfer of effective control of the Company to a third party or the undertaking of a large public offering.

More specifically, the IMS Transactions consist of the following:

(a) Recapitalization. To effect a distribution that would be tax-free to IMS Health and its stockholders, current tax law requires, among other things, that IMS Health own, at the time of the Distribution, capital stock of the Company having the right to elect 80% of the Board of Directors of the Company, and that IMS Health distribute all of such stock to its stockholders in a single transaction. Accordingly, the Company's certificate of incorporation has been amended to create a new class of Class B Common Stock (the "Recapitalization"). The shares of Class B Common Stock are entitled to elect at least 80% of the Board of Directors of the Company but otherwise are identical to the current Class A Common Stock (including with respect to voting rights on fundamental transactions affecting the Company). The Class B shares were issued to IMS Health on a one-for-one basis in exchange for Class A Common Stock held by IMS Health, by means of the merger of GRGI, Inc., a newly formed, wholly owned subsidiary of IMS Health, into the Company.

(b) Cash Dividend. The Company has recently declared a $125 million cash dividend ($ 1.1945 per share) to all stockholders of record as of July 16, 1999 (the "Cash Dividend").

(c) Distribution. Following the declaration of the Cash Dividend, IMS Health consummated the Distribution, pursuant to which IMS Health on July 26, 1999 distributed to its public stockholders of record as of July 17, 1999, on a pro-rata basis, all of the 40,689,648 shares of Class B Common Stock that IMS Health received in the Recapitalization.

(d) Stock Repurchase. The Company agreed with IMS Health to undertake this Offer to Purchase, in which the Company is offering to repurchase approximately 15% of its outstanding shares of Common Stock. THE COMPANY HAS ALSO AGREED TO REPURCHASE APPROXIMATELY AN ADDITIONAL 5% OF THE COMMON STOCK OUTSTANDING FOLLOWING THE DISTRIBUTION (INCREASED OR DECREASED TO THE EXTENT THE ACTUAL NUMBER OF SHARES PURCHASED PURSUANT TO THE OFFER IS LESS THAN OR GREATER THAN THE 15% SOUGHT TO BE

PURCHASED HEREBY), ALLOCATED BETWEEN CLASS A COMMON STOCK AND CLASS B COMMON STOCK IN THE SAME PROPORTION AS PURSUANT TO THE OFFER. These additional repurchases will be effected by means of open market purchases over a two-year period following the Distribution (the "Open Market Repurchase").

The Offer is intended to help mitigate the adverse effects of any excess supply in the market for the Common Stock resulting from the IMS Transactions, including in particular the Distribution, which has significantly increased the amount of Common Stock available for sale in the public market. The Offer provides to stockholders who are considering a sale of all or a portion of their Common Stock the opportunity to determine the price or prices (not less than $21 nor more than 24 per share) at which they are willing to sell shares, and, where shares are tendered by the registered owner directly to the Depositary, to sell those shares, without the usual transaction costs associated with open market sales. In addition, Odd Lot Holders who hold shares in their names and tender their shares directly to the Depositary and whose shares are purchased pursuant to the Offer will avoid the payment of brokerage commissions. In addition, the Offer may give stockholders the opportunity to sell at prices greater than market prices prevailing prior to the announcement of the Offer. Stockholders are urged to obtain current market quotations for the Shares. See Section 7. The Offer also allows stockholders to sell a portion of their shares while retaining a continuing equity interest in the Company. Stockholders who determine not to accept the Offer will realize a proportionate increase in their relative equity interest in the Company, and thus in the Company's future earnings and assets, subject to the Company's right to issue additional equity securities in the future. Stockholders may be able to sell non-tendered shares in the future on the NYSE or otherwise, including in connection with a sale of the Company, at a net price higher than the applicable Purchase Price. The Company can give no assurance, however, as to the price at which a stockholder may be able to sell non-tendered shares in the future.

THE BOARD OF DIRECTORS OF THE COMPANY HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS BOARD OF DIRECTORS NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO STOCKHOLDERS AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING THEIR SHARES AND NONE HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION. STOCKHOLDERS ARE URGED TO EVALUATE CAREFULLY ALL INFORMATION IN THE OFFER, CONSULT WITH THEIR OWN INVESTMENT AND TAX ADVISORS AND MAKE THEIR OWN DECISIONS WHETHER TO TENDER SHARES AND, IF SO, HOW MANY SHARES OF EACH CLASS TO TENDER AND THE PRICE OR PRICES AT WHICH SUCH SHARES SHOULD BE TENDERED.

Future Purchases of Common Stock by the Company. The Company is obligated to effect a certain amount of open market repurchases of Common Stock prior to July 26, 2001 under the terms of the agreements with IMS Health. The total number of shares the Company is obligated to repurchase in the open market is the difference between (i) 20,936,438 shares (approximately 20% of the total number of shares of Common Stock outstanding on July 26, 1999) and (ii) the total number of shares of Common Stock repurchased under this Offer. Shares of Class A Common Stock and Class B Common Stock will be repurchased in such open market purchases in the same proportion as the numbers of shares of Class A Common Stock and Class B Common Stock purchased under the Offer. Future purchases may be on the same terms or on terms which are more or less favorable to stockholders than the terms of the Offer. However, Rule 13e-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prohibits the Company and its affiliates from purchasing any shares, other than pursuant to the Offer, until at least ten business days after the Expiration Date. Under the terms of the IMS Agreements, if the Company effects any other repurchases of shares in the future, the Company could become subject to significant potential tax indemnity obligations. Accordingly, it is unlikely the Company will undertake any further repurchases of shares (beyond those described in this paragraph) within the two years following the July 26, 1999 Distribution.

Possible Issuance of Repurchased Shares. Any shares the Company acquires pursuant to the Offer will be available for the Company to issue without further stockholder action (except as required by applicable law or the rules applicable to companies with shares traded on the NYSE or any other securities exchange on which the Common Stock may be listed) for purposes including, but not limited to, the acquisition of other businesses, the raising of additional capital for use in the Company's business and the satisfaction of obligations under existing or future employee benefit plans. The Company has no current plans for the issuance of shares repurchased pursuant to the Offer. The Company is subject to potential tax indemnification

exposure to IMS Health if the Company issues Common Stock in the two years following the Distribution in excess of certain limited issuances to which IMS Health agreed in the Distribution Agreement.

No Planned Corporate Transactions. Except as disclosed in this Offer to Purchase, the Company currently has no plans or proposals that relate to or would result in (a) the acquisition by any person of additional securities of the Company or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present Board of Directors or management of the Company; (e) any material change in the present dividend rate, dividend policy, indebtedness or capitalization of the Company; (f) any other material change in the Company's corporate structure or business; (g) any change in the Company's Certificate of Incorporation or By-Laws or other actions which may impede the acquisition of control of the Company by any person; (h) a class of equity security of the Company being delisted from a national securities exchange or ceasing to be authorized for quotation in an inter-dealer quotation system of a registered national securities association; (i) a class of equity security of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) the suspension of the Company's obligation to file reports pursuant to Section 15(d) of the Exchange Act.

3. PROCEDURES FOR TENDERING SHARES.

Letter of Transmittal. A Letter of Transmittal is provided for use by stockholders tendering shares of Class A Common Stock. A different Letter of Transmittal is provided for use by stockholders tendering shares of Class B Common Stock. Stockholders tendering shares should select the proper Letter of Transmittal for each class of shares tendered.

Proper Tender of Shares. In order to tender Shares properly pursuant to the Offer (other than a tender through ATOP delivery procedures as described below), a stockholder must do the following: (i) complete and duly execute the appropriate Letter of Transmittal (or facsimile thereof) for the class of Shares tendered, in accordance with the instructions included within the Letter of Transmittal (together with a signature guarantee if required as well as any other documents required by the Letter of Transmittal) and deliver the same to the Depositary at its address set forth on the back cover of this Offer to Purchase, which material must be received by the Depositary prior to 12:00 Midnight, New York City time, on the Expiration Date, and (ii) either (A) deliver the stock certificate or certificates evidencing the tendered Shares to the Depositary at its address set forth on the back cover of this Offer to Purchase, which certificate(s) must also be received by the Depositary prior to 12:00 Midnight, New York City time, on the Expiration Date, or (B) deliver the Shares being tendered in accordance with the procedures for book-entry transfer described below (and, if the tendering stockholder has not delivered a Letter of Transmittal, then a confirmation of such delivery, including an Agent's Message (as defined below) must be received by the Depositary), in which case the appropriate material must be received by the Depositary prior to 12:00 Midnight, New York City time, on the Expiration Date or (C) comply with the guaranteed delivery procedures described below. In order to tender Shares by means of the Automated Tender Offer Program ("ATOP") of the Book-Entry Transfer Facility (as defined below), the procedures for ATOP delivery, as described below, must be duly and timely completed prior to 12:00 Midnight, New York City time, on the Expiration Date.

IN ACCORDANCE WITH INSTRUCTION 6 OF THE LETTER OF TRANSMITTAL, IN ORDER TO TENDER SHARES PURSUANT TO THE OFFER, A STOCKHOLDER MUST EITHER (a) CHECK THE BOX IN THE SECTION OF THE LETTER OF TRANSMITTAL CAPTIONED "SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION" OR (b) CHECK ONE OF THE BOXES IN THE SECTION OF THE LETTER OF TRANSMITTAL CAPTIONED "PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED" TO INDICATE THE PRICE (IN MULTIPLES OF $0.125) AT WHICH SHARES ARE BEING TENDERED.

Stockholders who desire to tender shares of more than one class or who desire to tender shares of the same class at more than one price must complete a separate Letter of Transmittal for each class of shares tendered and a separate Letter of Transmittal for each price at which shares of such class are tendered, provided that the same specific shares cannot be tendered (unless properly withdrawn previously in

accordance with the terms of the Offer) at more than one price. TO PROPERLY TENDER SHARES, ONE AND ONLY ONE PRICE BOX MUST BE CHECKED IN THE APPROPRIATE SECTION OF EACH LETTER OF TRANSMITTAL.

IN ADDITION, ODD LOT HOLDERS WHO TENDER ALL SHARES OF A CLASS MUST COMPLETE THE SECTION CAPTIONED "ODD LOTS" IN THE LETTER OF TRANSMITTAL FOR THAT CLASS AND, IF APPLICABLE, IN THE NOTICE OF GUARANTEED DELIVERY, TO QUALIFY FOR THE PREFERENTIAL TREATMENT AVAILABLE TO ODD LOT HOLDERS AS SET FORTH IN SECTION 1.

STOCKHOLDERS WHO HOLD SHARES THROUGH BROKERS OR BANKS ARE URGED TO CONSULT THE BROKERS OR BANKS TO DETERMINE WHETHER TRANSACTION COSTS ARE APPLICABLE IF STOCKHOLDERS TENDER SHARES THROUGH THE BROKERS OR BANKS AND NOT DIRECTLY TO THE DEPOSITARY.

Signature Guarantees and Method of Delivery. No signature guarantee is required: (i) if the Letter of Transmittal is signed by the registered holder of the shares (which term, for purposes of this Section 3, shall include any participant in The Depository Trust Company (the "Book-Entry Transfer Facility") whose name appears on a security position listing as the owner of the shares) tendered therewith and such holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal; or (ii) if shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each of the foregoing constituting an "Eligible Institution"). See Instruction 1 of the Letter of Transmittal. If a certificate is registered in the name of a person other than the person executing a Letter of Transmittal, or if payment is to be made, or shares not purchased or tendered are to be issued, to a person other than the registered holder, then the certificate must be endorsed or accompanied by an appropriate stock power, in either case, signed exactly as the name of the registered holder appears on the certificate, with the signature guaranteed by an Eligible Institution.

In all cases, payment for shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of certificates for such shares (or a timely confirmation of the book-entry transfer of the shares into the Depositary's account at the Book-Entry Transfer Facility as described above), a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other documents required by the Letter of Transmittal. THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR SHARES, THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. IF DELIVERY IS BY MAIL, THEN REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED.

Book-Entry Delivery. The Depositary will establish an account with respect to the shares subject to this Offer, for purposes of the Offer, at the Book-Entry Transfer Facility within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry delivery of the shares by causing the Book-Entry Transfer Facility to transfer shares into the Depositary's account in accordance with the Book-Entry Transfer Facility's procedures for transfer. Although delivery of shares may be effected through a book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) with any required signature guarantees, or an Agent's Message (as defined below), or in the case of a tender through the Book-Entry Transfer Facility's ATOP program the specific acknowledgement, in each case together with any other required documents, and all such documents must, in any case, be transmitted to and received by the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedure described below. The confirmation of a book-entry transfer of Common Stock into the Depositary's account at the Book-Entry Transfer Facility as described above is referred to as a "Book-Entry Confirmation."

The term "Agent's Message" means a message, transmitted by the Book Entry Transfer Facility to and received by the Depositary and forming a part of a Book Entry Confirmation, which states that the Book Entry Transfer Facility has received an express acknowledgement from the participant in the Book Entry Transfer

Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant.

Participants in the Book-Entry Transfer Facility may tender shares in accordance with the Book-Entry Transfer Facility's ATOP program to the extent it is available to such participants for the shares they wish to tender. A stockholder tendering through ATOP must expressly acknowledge that the stockholder has received and agreed to be bound by the Letter of Transmittal and that the Letter of Transmittal may be enforced against such stockholder.

DELIVERY OF THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

United States Federal Income Tax Backup Withholding. Under the United States federal income tax backup withholding rules, unless an exemption applies under the applicable law and regulations, 31% of the gross proceeds payable to a stockholder or other payee pursuant to the Offer must be withheld and remitted to the IRS, unless the stockholder or other payee provides its taxpayer identification number (employer identification number or social security number) to the Depositary (as payor) and certifies under penalties of perjury that such number is correct. Therefore, each tendering stockholder should complete and sign the Substitute Form W-9 included as part of the Letter of Transmittal so as to provide the information and certification necessary to avoid backup withholding. If the Depositary is not provided with the correct taxpayer identification number, the United States Holder (as defined in Section 13 herein) also may be subject to a penalty imposed by the IRS. If withholding results in an overpayment of taxes, a refund may be obtained. Certain "exempt recipients" (including, among others, all corporations and certain Non-United States Holders (as defined in Section 13 herein)) are not subject to these backup withholding and information reporting requirements. In order for a Non-United States Holder to qualify as an exempt recipient, that stockholder must submit an IRS Form W-8 or a Substitute Form W-8, signed under penalties of perjury, attesting to that stockholder's exempt status. Such statements can be obtained from the Depositary. See Instruction 14 of the Letter of Transmittal.

TO PREVENT UNITED STATES FEDERAL INCOME TAX BACKUP WITHHOLDING EQUAL TO 31% OF THE GROSS PAYMENTS MADE TO STOCKHOLDERS FOR SHARES PURCHASED PURSUANT TO THE OFFER, EACH STOCKHOLDER WHO DOES NOT OTHERWISE ESTABLISH AN EXEMPTION FROM SUCH BACKUP WITHHOLDING MUST PROVIDE THE DEPOSITARY WITH THE STOCKHOLDER'S CORRECT TAXPAYER IDENTIFICATION NUMBER AND PROVIDE CERTAIN OTHER INFORMATION BY COMPLETING THE SUBSTITUTE FORM W-9 INCLUDED AS PART OF THE LETTER OF TRANSMITTAL.

Withholding for Non-United States Holders. Even if a Non-United States Holder has provided the required certification to avoid backup withholding, the Depositary will withhold United States federal income taxes equal to 30% of the gross payments payable to the Non-United States Holder or his agent unless (a) the Depositary determines that a reduced rate of withholding is available pursuant to a tax treaty or that an exemption from withholding is applicable because the gross proceeds are effectively connected with the conduct of a trade or business within the United States or (b) the Non-United States Holder establishes to the satisfaction of the Company and the Depositary that the sale of shares by such Non-United States Holder pursuant to the Offer will qualify as a "sale or exchange," rather than as a distribution taxable as a dividend, for United States federal income tax purposes. See Section 13. In order to obtain a reduced rate of withholding pursuant to a tax treaty, a Non-United States Holder must deliver to the Depositary before the payment a properly completed and executed IRS Form 1001. In order to obtain an exemption from withholding on the grounds that the gross proceeds paid pursuant to the Offer are effectively connected with the conduct of a trade or business within the United States, a Non-United States Holder must deliver to the Depositary a properly completed and executed IRS Form 4224. The Depositary will determine a stockholder's status as a Non-United States Holder and eligibility for a reduced rate of, or exemption from, withholding by reference to any outstanding certificates or statements concerning eligibility for a reduced rate of, or exemption from, withholding (e.g., IRS Form 1001 or IRS Form 4224) unless facts and circumstances indicate that such reliance is not warranted. A Non-United States Holder may be eligible to obtain a refund of all or a portion of any tax withheld if such Non-United States Holder meets the "complete termination," "substantially

disproportionate" or "not essentially equivalent to a dividend" tests described in Section 13 or is otherwise able to establish that no tax or a reduced amount of tax is due.

NON-UNITED STATES HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF UNITED STATES FEDERAL INCOME TAX WITHHOLDING, INCLUDING ELIGIBILITY FOR A WITHHOLDING TAX REDUCTION OR EXEMPTION, AND THE REFUND PROCEDURE.

Guaranteed Delivery. If a stockholder desires to tender shares of Common Stock pursuant to the Offer and the stockholder's share certificates are not immediately available or cannot be delivered to the Depositary prior to the Expiration Date (or the procedure for book-entry transfer cannot be completed on a timely basis) or if time will not permit all required documents to reach the Depositary prior to the Expiration Date, the shares may nevertheless be tendered, provided that all of the following conditions are satisfied:

(a) the tender is made by or through an Eligible Institution;

(b) the Depositary receives by hand, mail, overnight courier, telegram or facsimile transmission, on or prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form the Company has provided with this Offer to Purchase (specifying the price at which the shares are being tendered), including (where required) a signature guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery; and

(c) the certificates for all tendered shares of Common Stock, in proper form for transfer (or confirmation of book-entry transfer of such shares into the Depositary's account at the Book-Entry Transfer Facility), together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any required signature guarantees or other documents required by the Letter of Transmittal, are received by the Depositary within three NYSE trading days after the date of receipt by the Depositary of the Notice of Guaranteed Delivery.

Return of Tendered and Unpurchased Shares. If any tendered shares of Common Stock are not purchased, or if less than all shares evidenced by a stockholder's certificates are tendered, certificates for unpurchased shares will be returned as promptly as practicable after the expiration or termination of the Offer or, in the case of shares tendered by book-entry transfer at the Book-Entry Transfer Facility, the shares will be credited to the appropriate account maintained by the tendering stockholder at the Book-Entry Transfer Facility, in each case without expense to the stockholder.

Company Stock Option Plans. The Company is not offering, as part of the Offer, to purchase any options ("Options") outstanding under the Company's compensatory stock option and purchase plans (the "Option Plans") and tenders of Options will not be accepted. Holders of Options who wish to participate in the Offer may either (i) comply with the procedure for guaranteed delivery set forth above without having to exercise their Options until after the Expiration Date (provided, however, that an Option holder will not be required to make the requisite tender through an Eligible Institution and may personally execute and deliver the Notice of Guaranteed Delivery) or (ii) exercise their Options and purchase shares of Class A Common Stock and then tender the shares pursuant to the Offer, provided that, in the case of either (i) or (ii), any exercise of an Option and tender of shares is in accordance with the terms of the Option Plans and the Options. In no event are any Options to be delivered to the Depositary in connection with a tender of shares hereunder. An exercise of an Option cannot be revoked even if shares received upon the exercise and tendered in the Offer are not purchased in the Offer for any reason.

Gartner Savings Plan. As of July 26, 1999, the Gartner Group, Inc. Savings and Investment Plan (the "Gartner Savings Plan") held approximately 77,500 shares of Class A Common Stock, all of which were attributable to the individual accounts of the plan's participants. Such shares will, subject to the limitations of the Employee Retirement Income Security Act of 1974, as amended, and the applicable regulations thereunder, be eligible to be tendered (or not tendered) in accordance with the instructions of participants to Fidelity Management Trust Co., the trustee of such plan (the "Gartner Trustee"). Shares for which the Gartner Trustee does not receive instructions from participants will not be tendered. The Gartner Trustee will make available to participants under the Gartner Savings Plan all documents furnished to stockholders generally in connection with the Offer. Each such participant will also receive a Gartner Savings Plan

Direction Form (as defined below) with which the participant may instruct the Gartner Trustee regarding the Offer. Each participant may direct that some, all, or none of the shares attributable to such participant's account under the Gartner Savings Plan (including fractional shares, if any) be tendered. Each participant may also specify (a) the price at which such shares are to be tendered or (b) that the price be determined by the Dutch Auction tender process. The Gartner Trustee will provide additional information in a separate letter with respect to the application of the Offer to participants in the Gartner Savings Plan. Participants in such plan may not use the Letter of Transmittal to direct the tender of shares attributable to their individual accounts, but must use the Gartner Savings Plan Direction Form (the "Gartner Savings Plan Direction Form") sent to them. Although the Offer is not scheduled to expire until 12:00 Midnight, New York City time, on August 24, 1999, unless extended, participants in the Gartner Savings Plan must return their Gartner Savings Plan Direction Forms to Management Information Services, as agent for the Gartner Trustee, so they are received by such agent no later than 5:00 p.m., New York City time, on Wednesday, August 18, 1999, unless extended.

All proceeds received by the Gartner Trustee on account of shares purchased from the Gartner Savings Plan will be invested on behalf of each participant in the Fidelity Money Market Trust: Retirement Money Market Portfolio, pending further distributions by the participant. Such proceeds will be reinvested as soon as administratively practical. PARTICIPANTS IN THE GARTNER SAVINGS PLAN ARE URGED TO READ ALL OF THE MATERIALS RELATED TO THE OFFER CAREFULLY.

IMS Health Savings Plan. As of July 26, 1999, the IMS Health Incorporated Savings Plan (the "IMS Health Savings Plan") held approximately 41,040 shares of Class B Common Stock of the Company, all of which were attributable to the individual accounts of the plan's participants. Such shares will, subject to the limitations of the Employee Retirement Income Security Act of 1974, as amended, and the applicable regulations thereunder, be eligible to be tendered (or not tendered) in accordance with the instructions of participants to Bankers Trust Company, the trustee of such plan (the "IMS Trustee"). Shares for which the IMS Trustee does not receive instructions from participants will not be tendered. The IMS Trustee will make available to participants under the IMS Health Savings Plan all documents furnished to stockholders generally in connection with the Offer. Each such participant will also receive an IMS Health Savings Plan Direction Form (as defined below) upon which the participant may instruct the IMS Trustee regarding the Offer. Each participant may direct that some, all, or none of the shares attributable to such participant's account under the IMS Health Savings Plan (including fractional shares, if any) be tendered. Each participant may also specify (a) the price at which such shares are to be tendered or (b) that the price be determined by the Dutch Auction tender process. The IMS Trustee will provide additional information in a separate letter with respect to the application of the Offer to participants in the IMS Health Savings Plan. Participants in such plan may not use the Letter of Transmittal to direct the tender of shares attributable to their individual accounts, but must use the IMS Health Savings Plan Direction Form (the "IMS Health Savings Direction Form") sent to them. Although the Offer is not scheduled to expire until 12:00 Midnight, New York City time, on August 24, 1999, unless extended, participants in the IMS Health Savings Plan must return their IMS Health Savings Plan Direction Forms to the IMS Trustee, so they are received by the IMS Trustee no later than 5:00 p.m., New York City time, on Friday, August 20, 1999, unless extended.

All proceeds received by the IMS Trustee on account of shares purchased from the IMS Health Savings Plan will be invested initially in the IMS 401(k) Plan Fixed Income Fund. Account balances in the IMS 401(k) Plan Fixed Income Fund may then be transferred pursuant to the terms of the IMS Health Savings Plan. PARTICIPANTS IN THE IMS HEALTH SAVINGS PLAN ARE URGED TO READ ALL OF THE MATERIALS RELATED TO THE OFFER CAREFULLY.

Determination of Validity; Rejection of Shares; Waiver of Defects; No Obligation to Give Notice of Defects. All questions as to the number of shares of Common Stock of each class to be accepted, the price to be paid for shares to be accepted, and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of shares will be determined by the Company, in its sole discretion, and its determination shall be final and binding on all parties. The Company reserves the absolute right to reject any or all tenders of any shares that it determines are not in proper form or the acceptance for payment of or payment for which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the

absolute right to waive any of the conditions of the Offer or any defect or irregularity in any tender with respect to any particular shares or any particular stockholder and the Company's interpretation of the terms of the Offer will be final and binding on all parties. No tender of shares will be deemed to have been properly made until all defects or irregularities have been cured by the tendering stockholder or waived by the Company. None of the Company, the Dealer Manager, the Depositary, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of them incur any liability for failure to give any notice.

Tendering Stockholder's Representation and Warranty; Company's Acceptance Constitutes an Agreement. A tender of shares pursuant to any of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer, as well as the tendering stockholder's representation and warranty to the Company that (a) the stockholder has a net long position in the shares of each class of Common Stock tendered or equivalent securities at least equal to the number of shares of such class tendered, within the meaning of Rule 14e-4 promulgated by the Commission under the Exchange Act and (b) such tender of shares complies with Rule 14e-4. It is a violation of Rule 14e-4 for a person, directly or indirectly, to tender shares for that person's own account unless, at the time of tender and at the end of the proration period (including any extensions thereof), the person so tendering (i) has a net long position equal to or greater than the amount of (x) shares of Common Stock of the respective class tendered or (y) other securities convertible into or exchangeable or exercisable for the shares tendered and will acquire the shares of Common Stock of the respective class for tender by conversion, exchange or exercise and (ii) will deliver or cause to be delivered the shares tendered in accordance with the terms of the Offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. The Company's acceptance for payment of shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and the Company upon the terms and conditions of the Offer.

CERTIFICATES FOR SHARES, TOGETHER WITH A PROPERLY COMPLETED LETTER OF TRANSMITTAL AND ANY OTHER DOCUMENTS REQUIRED BY THE LETTER OF TRANSMITTAL, MUST BE DELIVERED TO THE DEPOSITARY AND NOT TO THE COMPANY. ANY SUCH DOCUMENTS DELIVERED TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT BE DEEMED TO BE PROPERLY TENDERED.

4. WITHDRAWAL RIGHTS.

Except as otherwise provided in this Section 4, tenders of shares of Common Stock pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless previously accepted for payment by the Company pursuant to the Offer, may also be withdrawn at any time after 12:00 Midnight, New York City time, on Tuesday, September 21, 1999.

For a withdrawal to be effective, a notice of withdrawal must be in written, telegraphic, telex or facsimile transmission form and must be received in a timely manner by the Depositary at its address set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the tendering stockholder, the number of shares of Common Stock of each class to be withdrawn and the name of the registered holder of such shares. If the certificates for shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the release of such certificates, the tendering stockholder must also submit the serial numbers shown on the particular certificates for shares of each class to be withdrawn and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (except in the case of shares tendered for the account of an Eligible Institution). If shares have been tendered pursuant to the procedure for book-entry transfer set forth in Section 3, the notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn shares and must otherwise comply with such Book-Entry Transfer Facility's procedures. All questions as to the form and validity (including the time of receipt) of any notice of withdrawal will be determined by the Company, in its sole discretion, which determination shall be final and binding. None of the Company, the Dealer Manager, the Depositary, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in any notice of withdrawal nor will any of them incur liability for failure to give any notice.

Withdrawals may not be rescinded and any shares properly withdrawn will thereafter be deemed not properly tendered for purposes of the Offer unless the withdrawn shares are properly retendered prior to the Expiration Date by following one of the procedures described in Section 3.

If the Company extends the Offer, is delayed in its purchase of shares of Common Stock or is unable to purchase shares pursuant to the Offer for any reason, then, without prejudice to the Company's rights under the Offer, the Depositary may, subject to applicable law, retain tendered shares on behalf of the Company, and such shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as described in this Section 4.

5. PURCHASE OF SHARES AND PAYMENT OF PURCHASE PRICE.

Upon the terms and subject to the conditions of the Offer, as promptly as practicable following the Expiration Date, the Company (i) will determine the Class A Purchase Price it will pay for shares of Class A Common Stock properly tendered and not properly withdrawn prior to the Expiration Date, taking into account the number of shares of Class A Common Stock so tendered and the prices specified by tendering stockholders, as well as the proportionality and proration provisions and the other conditions of the Offer; (ii) will determine the Class B Purchase Price it will pay for the shares of Class B Common Stock properly tendered and not properly withdrawn prior to the Expiration Date, taking into account the number of shares of Class B Common Stock so tendered and the prices specified by tendering stockholders, the proportionality and proration provisions and the other conditions of the Offer; and (iii) will accept for payment and pay for (and thereby purchase) shares properly tendered at prices at or below the applicable Purchase Price and not properly withdrawn prior to the Expiration Date. For purposes of the Offer, the Company will be deemed to have accepted for payment (and therefore purchased) shares of Class A Common Stock that are properly tendered at or below the Class A Purchase Price and not properly withdrawn and shares of Class B Common Stock that are properly tendered at or below the Class B Purchase Price and not properly withdrawn (subject in each case to the proportionality and proration provisions and other terms and conditions of the Offer) only when, as and if it gives oral or written notice to the Depositary of its acceptance of shares for payment pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer, promptly following the Expiration Date the Company (i) will accept for payment and pay a single Class A Purchase Price for up to 9,600,000 shares of Class A Common Stock (subject to increase or decrease as provided in Section 14) properly tendered, or such lesser number of shares as are properly tendered and not properly withdrawn as permitted in Section 4, and (ii) will accept for payment and pay a single Class B Purchase Price for up to 6,100,000 shares of Class B Common Stock (subject to increase or decrease as provided in Section 14) properly tendered, or such lesser number of shares as are properly tendered and not properly withdrawn as permitted in Section 4. The Class A Purchase Price and the Class B Purchase Price need not be identical.

The Company will pay for shares purchased pursuant to the Offer by depositing the aggregate Purchase Price with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment from the Company and transmitting payment to the tendering stockholders.

In the event of proration, the Company will determine the proration factor and pay for those tendered shares of each class of Common Stock accepted for payment as soon as practicable after the Expiration Date; however, the Company expects that it will not be able to announce the final results of any proration and commence payment for shares purchased until approximately five business days after the Expiration Date. Certificates for all shares tendered and not purchased, including all shares of any class tendered at prices in excess of the Purchase Price for such class and shares not purchased due to proration, will be returned to the tendering stockholder (or, in the case of shares tendered by book-entry transfer, will be credited to the account maintained with the Book-Entry Transfer Facility by the participant who so delivered the shares) at the Company's expense as promptly as practicable after the Expiration Date or termination of the Offer without expense to the tendering stockholders. UNDER NO CIRCUMSTANCES WILL INTEREST ON THE PURCHASE PRICE BE PAID BY THE COMPANY BY REASON OF ANY DELAY IN MAKING PAYMENT. In addition, if certain events occur, the Company may not be obligated to purchase shares pursuant to the Offer. See Section 6.

The Company will pay all stock transfer taxes, if any, payable on the transfer to it of shares purchased pursuant to the Offer. If, however, payment of the applicable Purchase Price is to be made to, or (in the circumstances permitted by the Offer) if unpurchased shares are to be registered in the name of, any person other than the registered holder, or if tendered certificates are registered in the name of any person other than the person signing the Letter of Transmittal, the amount of all stock transfer taxes, if any (whether imposed on the registered holder or the other person), payable on account of the transfer to the person will be deducted from the Purchase Price unless satisfactory evidence of the payment of the stock transfer taxes, or exemption therefrom, is submitted. See Instruction 8 of the Letter of Transmittal.

ANY TENDERING STOCKHOLDER OR OTHER PAYEE WHO FAILS TO COMPLETE FULLY, SIGN AND RETURN TO THE DEPOSITARY THE SUBSTITUTE FORM W-9 INCLUDED WITH THE LETTER OF TRANSMITTAL MAY BE SUBJECT TO REQUIRED UNITED STATES FEDERAL INCOME TAX BACKUP WITHHOLDING OF 31% OF THE GROSS PROCEEDS PAID TO THE STOCKHOLDER OR OTHER PAYEE PURSUANT TO THE OFFER. SEE SECTION 3. ALSO SEE SECTION 3 REGARDING UNITED STATES FEDERAL INCOME TAX CONSEQUENCES FOR NON-UNITED STATES HOLDERS.

6. CERTAIN CONDITIONS OF THE OFFER.

Notwithstanding any other provision of the Offer, the Company will not be required to accept for payment, purchase or pay for any shares tendered, and may terminate or amend the Offer or may postpone the acceptance for payment of, or the purchase of and the payment for shares tendered, subject to Rule 13e-4(f) under the Exchange Act, if at any time on or after July 26, 1999 and prior to the Expiration Date any of the following events shall have occurred (or shall have been determined by the Company to have occurred) and, in the Company's reasonable judgment and regardless of the circumstances giving rise thereto (including any action or omission to act by the Company), the occurrence of such event makes it undesirable to proceed with the Offer or to proceed with acceptance of shares for payment:

(a) there shall have been threatened, instituted or pending any action or proceeding by any government or governmental, regulatory or administrative agency, authority or tribunal or any other person, domestic or foreign, before any court, authority, agency or tribunal that directly or indirectly (i) challenges the making of the Offer, the acquisition of some or all of the shares pursuant to the Offer or otherwise relates in any manner to the Offer, or (ii) in the Company's reasonable judgment, could materially and adversely affect the business, condition (financial or other), assets, income, operations or prospects of the Company and its subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of the Company or any of its subsidiaries or materially impair the contemplated benefits of the Offer to the Company;

(b) there shall have been any action threatened, pending or taken, or approval withheld, or any statute, rule, regulation, judgment, order or injunction threatened, proposed, sought, promulgated, enacted, entered, amended, enforced or deemed to be applicable to the Offer or the Company or any of its subsidiaries, by any court or any authority, agency or tribunal that, in the Company's reasonable judgment, would or might directly or indirectly (i) make the acceptance for payment of, or payment for, some or all of the tendered shares illegal or otherwise restrict or prohibit consummation of the Offer, (ii) delay or restrict the ability of the Company, or render the Company unable, to accept for payment or pay for some or all of the tendered shares, (iii) materially impair the contemplated benefits of the Offer to the Company, or (iv) materially and adversely affect the business, condition (financial or other), assets, income, operations or prospects of the Company and its subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of the Company or any of its subsidiaries;

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market, (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, (iii) the commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States, (iv) any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative agency, authority or tribunal on, or any event

that, in the Company's reasonable judgment, might affect, the extension of credit by banks or other lending institutions in the United States, (v) any significant decrease in the market price of the Company's Common Stock or any change in the general political, market, economic or financial conditions in the United States or abroad that could, in the reasonable judgment of the Company, have a material adverse effect on the Company's business condition (financial or other), assets, income, operations or prospects or the trading in the Company's Common Stock, (vi) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof, or (vii) any decline in either the Dow Jones Industrial Average or the Standard and Poor's Index of 500 Industrial Companies by an amount in excess of 10% measured from the close of business on July 26, 1999;

(d) a tender or exchange offer for any or all of the shares of Common Stock of the Company (other than the Offer), or any merger, business combination or other similar transaction with or involving the Company or any subsidiary, shall have been proposed, announced or made by any person;

(e) (i) any person, entity or "group" (as that term is used in Section 13(d)(3) of the Exchange Act) shall have acquired or proposed to acquire beneficial ownership of more than 5% of the outstanding shares of any class of Common Stock of the Company (other than (A) any such person, entity or group who has a Schedule 13G on file with the Commission as of July 26, 1999 relating to share ownership in the Company and does not effect a change in filing status to Schedule 13D, or (B) any person, entity or group who (1) first becomes subject to reporting of its beneficial ownership position on Schedule 13G as a result of the Distribution, (2) had a current Schedule 13G on file with the Commission as of July 26, 1999 relating to share ownership in IMS Health, and (3) does not effect a change in filing status to Schedule 13D), (ii) any person, entity or group who has a Schedule 13G on file with the Commission as of July 26, 1999 with respect to share ownership in the Company shall have changed its filing status from Schedule 13G status to Schedule 13D status, or shall have acquired or proposed to acquire beneficial ownership of an additional 2% or more of the outstanding shares of any class of Common Stock of the Company, or (iii) any person, entity or group shall have filed a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or shall have made a public announcement reflecting an intent to acquire the Company or any of its subsidiaries or any of their respective assets or securities other than in connection with a transaction authorized by the Board of Directors of the Company;

(f) any change or changes shall have occurred in the business, condition (financial or other), assets, income, operations, prospects or stock ownership of the Company or its subsidiaries that, in the Company's reasonable judgment, is or may be material to the Company or its subsidiaries; or

(g) the Company determines that the consummation of the Offer and the purchase of shares of Common Stock may cause any class of Common Stock to be delisted from the NYSE or to be eligible for deregistration under the Exchange Act.

The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company regardless of the circumstances (including any action or omission by the Company) giving rise to any such condition, and may be waived by the Company, in whole or in part, at any time and from time to time in its reasonable discretion. The Company's failure at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time. Any determination by the Company concerning the events described above will be final and binding.

7. PRICE RANGE OF SHARES.

The Company's Class A Common Stock has been listed on the NYSE since September 15, 1998. Previously, the Class A Common Stock was listed on the Nasdaq National Market. The Class B Common Stock has been listed on the NYSE since July 19, 1999. The following table sets forth, for the fiscal quarters indicated, the high and low closing sales prices per share in each of such fiscal quarters.

	CLASS A COMMON STOCK		CLASS B COMMON STOCK	
	HIGH	LOW	HIGH	LOW
Fiscal 1997:				
1st Quarter	$38.88	$29.75	--	--
2nd Quarter	42.06	20.38	--	--
3rd Quarter	35.94	20.63	--	--
4th Quarter	36.63	25.50	--	--
Fiscal 1998:				
1st Quarter	37.25	26.75	--	--
2nd Quarter	40.81	33.38	--	--
3rd Quarter	35.19	30.44	--	--
4th Quarter	35.19	20.88	--	--
Fiscal 1999:				
1st Quarter	24.56	17.88	--	--
2nd Quarter	25.63	20.88	--	--
3rd Quarter	24.50	19.00	--	--
4th Quarter (through July 23, 1999)	22.00	20.31	21.63	20.25

On July 23, 1999, the last full trading day prior to the announcement of the Offer, the closing sales prices of the Common Stock as reported on the NYSE composite tape were $22 per share of Class A Common Stock and $21.63 per share of Class B Common Stock. STOCKHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

DIVIDENDS

The Company recently declared a special, non-recurring cash dividend of $1.1945 per share. The record date for the dividend was July 16, 1999, and the payment date was July 22, 1999. The Company has paid no other cash dividends since its initial public offering.

8. SOURCE AND AMOUNT OF FUNDS.

Assuming the Company purchases an aggregate of 15,700,000 shares of Common Stock pursuant to the Offer at a maximum Purchase Price of $24 per share, the Company expects the maximum aggregate cost, including all fees and expenses applicable to the Offer, to be approximately $380 million. The Company expects to fund such cost from available cash and marketable securities plus borrowings under the Company's credit facility described below. At June 30, 1999, the Company had available cash and marketable securities of $156 million, after setting aside $125 million for payment of a $1.1945 per share cash dividend to holders of Common Stock of record as of July 16, 1999.

The Company entered into an agreement on July 16, 1999 (the "Closing Date") with The Chase Manhattan Bank, as administrative agent for the participating financial institutions thereunder, providing for a maximum of $500 million of credit facilities, consisting of a $350 million term loan and a $150 million senior revolving credit facility. The principal terms of such facility are as follows:

General Description of Credit Facility. The Credit Agreement provides for credit facilities (the "Credit Facilities") in a maximum aggregate principal amount of $500 million, consisting of a $350 million term loan (the "Term Facility") and a $150 million senior revolving credit facility (the "Revolving Facility"). The Term Facility can be advanced in multiple drawings during the first year after the closing date of the Credit Facilities ("Closing Date"), subject to certain customary conditions on the date of any such loan. On the date that is six months after the Closing Date, the aggregate principal amount available to be borrowed under the Term Facility will be reduced, to the extent necessary, so that the remaining undrawn Term Commitments are no greater than $100 million. Amounts repaid under the Term Facility may not be reborrowed. Loans under the Revolving Facility will be available for a period of five years after the Closing Date, subject to certain

customary conditions on the date of any such loan. Amounts repaid by the Company under the Revolving Facility may be reborrowed.

Interest Rates; Fees. Interest on the loans outstanding under the Credit Facilities will accrue based on one or more rates selected by the Company, based on (1) the alternate base rate (the "Alternate Base Rate") or (2) a Eurodollar rate (the "LIBO Rate"), in each case plus an applicable margin (the "Applicable Margin"). The Alternate Base Rate is defined as the greatest of (a) the prime commercial lending rate of The Chase Manhattan Bank, (b) the secondary market rate for certificates of deposit, adjusted for reserves and assessments, plus 1% and (c) the federal funds rate published from time to time by the Federal Reserve Bank of New York, plus 1/2%. The LIBO Rate is defined as the rate for U.S. Euro dollar deposits for one, two, three or six months offered to the administrative agent in the applicable interbank market two business days prior to the date the loan is to be made. The Applicable Margin will be based on the ratio of (x) the Company's total consolidated indebtedness to (y) the Company's consolidated earnings before interest expense, taxes, depreciation and amortization (the "Leverage Ratio") as of the end of any fiscal quarter. The Applicable Margin for the Alternate Base Rate will range from 0% to 0.50% per annum and will initially be 0.25% per annum. The Applicable Margin for the LIBO Rate will range from 0.75% to 1.75% per annum, and will initially be 1.50% per annum.

The Company is charged a commitment fee per annum on the average daily unused amount of the Credit Facilities. The amount of the commitment fee is based on the Leverage Ratio, and will range from 0.25% to 0.35% per annum. The initial commitment fee is 0.30% per annum. The commitment fee for the Revolving Facility is payable quarterly in arrears. The commitment fee for the Term Facility is payable on the one year anniversary of the Closing Date.

Repayment. Loans made under the Term Facility will mature five years after the Closing Date and will amortize in eight equal semi-annual installments commencing 18 months after the Closing Date. Loans made under the Revolving Facility will mature five years after the Closing Date. The Company intends to repay the loans prior to the maturity dates if feasible, but has no present schedule for prepayment planned.

Guarantees. The obligations of the Company under the Credit Facilities are guaranteed by all direct or indirect significant domestic subsidiaries of the Company.

Prepayments. The Company is permitted to make prepayments on loans under the Credit Facilities at any time, upon prior notice to the administrative agent. In addition, the Company is required to make prepayments on loans under the Term Facility with (1) 100% of the net cash proceeds of any issuances of indebtedness by the Company and its subsidiaries, if on a pro forma basis, after giving effect to such issuances, the Company's Leverage Ratio is equal to or greater than 2.25 to 1.00, and (2) 50% of the net cash proceeds of any issuances of indebtedness by the Company and its subsidiaries, if on a pro forma basis, after giving effect to such issuances, the Company's Leverage Ratio is less than 2.25 to 1.00, in each case subject to limited exceptions.

Conditions and Covenants. The obligations of the lenders to make loans under the Credit Facilities are subject to the satisfaction of certain conditions precedent that are customary in similar credit facilities or otherwise appropriate under the circumstances. The Company and its subsidiaries are subject to certain negative covenants contained in the Credit Agreement, including restrictions on (1) the incurrence of additional indebtedness and other obligations and the granting of liens, (2) mergers, acquisitions and asset sales, (3) investments, loans and advances, (4) sale and leaseback transactions, (5) changes in the nature of business conducted and (6) actions that create significant indemnification obligations. Cash dividends, distributions, redemptions and stock repurchases are prohibited, provided that the Company may, so long as no default or event of default exists or would result under the Credit Agreement, (a) pay the Cash Dividend, (b) effect the Stock Repurchase, (c) pay other dividends and make other distributions, redemptions and repurchases in an aggregate amount not in excess of $50 million, and (d) make other cash dividends, distributions, redemptions and stock repurchases so long as the Company's Leverage Ratio, on a pro forma basis after giving effect to the action in question, is less than 1.50 to 1.00.

The Credit Agreement contains customary affirmative covenants, including compliance with ERISA, environmental and other laws, payment of taxes, maintenance of corporate existence and rights, maintenance of insurance, financial reporting and use of proceeds of loans. In addition, the Credit Agreement requires the Company to maintain compliance with certain specified financial covenants, including (1) a Leverage Ratio of not more than 2.75 to 1.00, (2) a ratio of the Company's consolidated earnings before interest expense, taxes, depreciation and amortization to consolidated cash interest expense of not less than 5.00 to 1.00, (3) a ratio of the annualized value of all of the Company's advisory and measurement contracts in effect at a given time, without regard to the duration of those contracts (the "Contract Value") to consolidated indebtedness due in more than one year from the date of calculation of not less than 1.25 to 1.00, and (4) minimum Contract Value of not less than $350 million.

Events of Default. The Credit Agreement also includes events of default that are typical for similar credit facilities, including non-payment of principal, interest or fees, violation of covenants, inaccuracy of representations and warranties in any material respect, cross-default to certain other indebtedness and agreements, bankruptcy and insolvency events, material judgments, certain defaults under ERISA and change in control. The occurrence of any of these events of default could result in acceleration of the Company's obligations under the Credit Agreement.

The preceding summary of the Credit Facility is qualified in its entirety by reference to the text of the Credit Facility, which has been filed as an exhibit to the Issuer Tender Offer Statement on Schedule 13E-4 (the "Schedule 13E-4") to which this Offer to Purchase is attached as an exhibit. A copy of the Schedule 13E-4 may be obtained from the Commission in the manner provided in Section 9.

9. CERTAIN INFORMATION CONCERNING THE COMPANY.

Gartner Group, Inc., founded in 1979, is the world's leading independent provider of research and analysis on the computer hardware, software, communications and related information technology ("IT") industries. The Company's products and services provide strategic and tactical advice for organizations trying to understand, apply and deploy information technology on a global basis. The Company's integrated products and services help enterprises stay abreast of rapidly changing IT trends -- a critical ingredient when making multi-million dollar IT purchasing, marketing or investment decisions. The Company's products and services are organized along client segments: IT users -- enterprises that purchase and deploy IT products and services to gain productivity or competitive advantage, and IT vendors -- companies that develop and provide IT products.

Approximately 75 percent of the Company's total revenues are annual renewable subscription-based products, where contracts are paid up-front and revenue is recognized ratably over the life of the contract. Total revenues have grown every year since the Company's inception in 1979. In fiscal 1998, revenue was $642 million, a 30 percent compounded annual growth rate since 1993. Through a field sales force of over 750 professionals and a global analytical staff of over 800 industry experts, the Company sells products and services to over 9,000 organizations worldwide. The Company employs over 3,200 associates and has locations in 50 countries in North and South America, Europe, Asia, Australia and Africa.

Selected Historical Consolidated Financial Information

The following selected historical information as of and for each of the two fiscal years ended September 30, 1998 and 1997 was derived from the audited consolidated financial statements and other information and data included in the Company's Annual Report on Form 10-K for the year ended September 30, 1998 (the "1998 Annual Report"), which is incorporated by reference. The following selected historical financial information as of and for each of the six months ended March 31, 1999 and March 31, 1998 was derived from the unaudited condensed consolidated financial statements and other information and data included in the Company's Quarterly Report on Form 10-Q for the period ended March 31, 1999, which is incorporated by reference. More comprehensive financial information is included in such reports, and the financial information that follows is qualified in its entirety by reference to such reports, as such reports may be amended from time to time, and all the financial statements and related notes contained therein, copies of which may be obtained as set forth below under the caption "Additional Information."

	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		FOR THE SIX MONTHS ENDED MARCH 31,	
	1998	1997	1999	1998
	(IN THOUSANDS EXCEPT PER SHARE AND RATIO DATA)			
STATEMENT OF OPERATIONS DATA:				
Total revenue	$641,957	$511,239	$ 361,708	$312,232
Net income	$ 88,347	$ 73,130	$ 58,929	$ 45,743
Net income per common share:				
Basic	$0.88	$0.77	$0.57	$0.46
Diluted	$0.84	$0.71	$0.56	$0.43
Ratio of earnings to fixed charges(1)	--	--	--	--
BALANCE SHEET DATA:				
Working capital	$ 96,244	$ 53,425	$ 153,071	$104,259
Total assets	$832,871	$645,312	$ 896,398	$751,384
Total assets net of intangible assets	$988,657	$777,507	$1,096,143	$890,735
Total debt	$--	$--	$--	$--
Stockholders' equity	$414,938	$269,870	$ 499,005	$378,309
Book value per common share(2)	$4.10	$2.79	$4.81	$3.76

(1) For the purpose of calculating the ratio of earnings to fixed charges, "earnings" consist of earnings before income taxes and fixed charges. "Fixed charges" consists of interest expense and amortization of debt expenses. As the Company had no debt outstanding during the six months ended March 31, 1999 and 1998 or the fiscal years ended September 30, 1998 and 1997, the ratio of earnings to fixed charges is not applicable.

(2) Book value per share is calculated as total stockholders' equity divided by the number of shares outstanding at the end of the period.

Selected Unaudited Pro Forma Consolidated Financial Information

The following selected unaudited pro forma consolidated financial information gives effect to the Recapitalization, the purchase of an aggregate of 15,700,000 shares of Common Stock pursuant to the Offer, the purchase of an aggregate of approximately 5,200,000 additional shares of Common Stock in open market purchases (the "Open Market Purchases") following completion of the Offer, the $125 million cash dividend of July 16, 1999, borrowings under the Company's credit facility and the payment of related fees and expenses, based on the assumptions described in the Notes to Selected Unaudited Consolidated Pro Forma Financial Information below, as if such transactions had occurred on the first day of each of the periods presented, with respect to statement of operations data, and on March 31, 1999 and September 30, 1998, with respect to balance sheet data. The selected unaudited consolidated pro forma financial information should be read in conjunction with the Selected Historical Consolidated Financial Information set forth above and does not purport to be indicative of the results that would actually have been obtained, or results that may be obtained in the future, or the financial condition that would have resulted, if the Recapitalization, the purchase of shares pursuant to the Offer, the $125 million cash dividend of July 16, 1999, borrowings under the Company's credit facility and the payment of related fees and expenses had been completed at the dates indicated. The pro forma statements reflect the Open Market Purchases because the Company is obligated to effect such purchases under the terms of its agreements with IMS Health. The Open Market Purchases will comprise an aggregate of 5,236,438 shares of Common Stock (representing approximately 5% of the number of shares of Common Stock outstanding on July 26, 1999), increased or decreased to the extent the actual number of shares purchased pursuant to the Offer is less than or greater than the 15% sought to be purchased hereby. See Section 2.

	FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 1998		FOR THE SIX MONTHS ENDED MARCH 31, 1999	
	PRO FORMA(1)(2)		PRO FORMA(1)(2)	
	$21.00 PER SHARE	$24.00 PER SHARE	$21.00 PER SHARE	$24.00 PER SHARE
	(IN THOUSANDS EXCEPT PER SHARE AND RATIO DATA)			
STATEMENT OF OPERATIONS DATA:				
Total revenue	$641,957	$ 641,957	$ 361,708	$ 361,708
Net income	$ 70,249	$ 67,633	$ 49,844	$ 48,427
Net income per common share:				
Basic	$ 0.70	$ 0.84	$ 0.61	$ 0.59
Diluted	$ 0.83	$ 0.80	$ 0.59	$ 0.57
Ratio of earnings to fixed charges(3)	4.9x	4.3x	6.3x	5.5x
BALANCE SHEET DATA:				
Working capital	$(33,936)	$ (84,425)	$ (56,502)	$ (64,339)
Total assets	$649,863	$ 649,863	$ 704,976	$ 704,976
Total assets, net of intangible assets	$988,657	$ 988,657	$1,096,143	$1,096,143
Total debt	$383,180	$ 445,880	$ 374,766	$ 437,466
Stockholders' equity	$(43,634)	$(108,951)	$ 49,446	$ (14,672)
Book value per common share(4)	$ (0.54)	$ (1.35)	$ 0.59	$ (0.18)
Number of shares outstanding(4)	80,878	80,878	80,878	83,531

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NOTES TO SELECTED UNAUDITED CONSOLIDATED PRO FORMA FINANCIAL INFORMATION

(1) The pro forma information assumes 20,900,000 shares to be purchased at $21 and $24 per share. At $21.00 per share, the purchase is assumed to be financed through approximately $450 million aggregate principal amount of borrowings under the Company's credit facility and the balance from available cash. At $24 per share, the purchase is assumed to be financed through approximately $500 million aggregate principal amount of borrowings under the Company's credit facility and the balance from available cash. Interest per annum on borrowings under the Credit Agreement is assumed to be 7.1%.

(2) The pro forma information assumes expenses directly related to the Offer and related financing expenses of approximately $5.0 million in the aggregate, and direct costs of acquiring Treasury stock of approximately $1.6 million.

(3) For the purpose of calculating the ratio of earnings to fixed charges, "earnings" consist of earnings before income taxes, and fixed charges. "Fixed Charges" consists of interest expense and amortization of debt expenses.

(4) Book value per share is calculated as total stockholders' equity divided by the number of shares outstanding at the end of the period, giving effect to the repurchase of 15,700,000 shares of Common Stock as contemplated hereby and additional repurchases of approximately 5,200,000 shares of Common Stock in the open market as required by the Company's agreements with IMS Health.

Additional Information

The Company is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is obligated to file reports and other information with the Commission relating to its business, financial condition and other matters. Information, as of particular dates, concerning the Company's directors and officers, their remuneration, options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's stockholders and filed with the Commission. Financial statements are required to be disclosed in quarterly reports on Form 10-Q and annual reports on Form 10-K filed with the Commission. Such reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Room 2120, Washington, D.C. 20549; at its regional offices located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and 7 World Trade Center, New York, New York 10048. Copies of such material may also be obtained by mail, upon payment of the Commission's customary charges, from the Public Reference Section of the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. The Commission also maintains a web site on the Internet at http://www.sec.gov that contains reports, proxy statements and other information regarding registrants that file electronically with the Commission. Such reports, proxy statements and other information concerning the Company can also be inspected at the offices of the NYSE, 20 Broad Street, New York, NY 10005.

10. INTERESTS OF DIRECTORS, OFFICERS AND PRINCIPAL STOCKHOLDERS; TRANSACTIONS AND ARRANGEMENTS CONCERNING SHARES.

As of July 26, 1999, the Company had outstanding an aggregate of 104,682,198 shares of Common Stock, consisting of 63,992,550 shares of Class A Common Stock and 40,689,648 shares of Class B Common Stock. In addition, the Company had outstanding at such date Options to purchase an aggregate of 17,515,069 shares of Class A Common Stock and the IMS Health Warrants to purchase an aggregate of 599,400 shares of Class A Common Stock. The 15,700,000 shares that the Company is offering to purchase pursuant to the Offer represent approximately 15% of the shares outstanding on July 26, 1999 (approximately 13% assuming exercise of all outstanding Options and IMS Health Warrants).

The Company's current directors and executive officers as a group (14 persons) beneficially own (based on holdings as of June 30, 1999) an aggregate of 2,319,729 shares of Class A Common Stock, representing approximately 3.6% of the outstanding Class A Common Stock and 2.2% of the outstanding Common Stock as a whole, assuming in each case the exercise by such persons of their currently exercisable Options. The Company's officers and directors have agreed not to participate in the Offer to Purchase, as they are are prohibited from doing so under the terms of the IMS Transactions. Such persons own in the aggregate less than 10,000 shares of Class B Common Stock.

Based on the Company's records and on information provided to the Company by its directors, executive officers and subsidiaries, neither the Company, nor any associate or subsidiary of the Company nor, to the Company's knowledge, any of the directors or executive officers of the Company or any of its subsidiaries, nor any associates or subsidiaries of any of the foregoing, has effected any transactions involving the Common Stock during the 40 business days prior to the date hereof, except for the IMS Transactions.

Pursuant to the Distribution Agreement with IMS Health, the Company is obligated to effect this Offer to Purchase plus the repurchase of additional shares of Common Stock in the Open Market Repurchase. See Section 2.

IMS Health is obligated, under the tax ruling it obtained in connection with the IMS Transactions, to dispose of the shares of Class A Common Stock retained by IMS Health following the Distribution as quickly as feasible. Following the Distribution, IMS Health retained a total of 6,909,457 shares of Class A Common Stock (the "Retained Shares") and 599,400 shares of Class A Common Stock (the "Warrant Shares") issuable on exercise of warrants held by IMS Health. IMS Health intends to dispose of all such shares within one year following July 26, 1999, the date of the Distribution (the "Distribution Date"). IMS Health has agreed, however, in order to reduce the impact of such transactions on the market for the Company's Common Stock, that IMS Health (i) will not sell, transfer or otherwise dispose of, or issue any derivative security with respect to, the Retained Shares or Warrant Shares for the period of 90 days following the Distribution Date and (ii) thereafter will not sell, transfer or otherwise dispose of, or issue any derivative security with respect to, any Retained Shares or Warrant Shares, except (x) sales on the NYSE of Retained Shares or Warrant Shares in an amount (collectively) in any day in an amount not in excess of 25% of the average daily trading volume of the Company's Common Stock for the immediately preceding four weeks as reported on the NYSE composite tape (excluding shares sold, transferred or otherwise disposed of on the NYSE by IMS Health or as to which IMS Health issues a derivative security that trades on the NYSE, in each case, during such four week period), (y) in transactions which the Company and IMS Health agree in good faith would not reasonably be expected to have an adverse impact on the trading prices of the Company's Common Stock as reported on the NYSE composite tape and (z) sales of shares to any institutional investor who agrees in writing not to sell, transfer or otherwise dispose of, or issue any derivative security with respect to, such shares until the later of 30 days from the date of such sale or July 26, 2000.

Except as otherwise described herein, neither the Company nor, to the Company's knowledge, IMS Health nor any of the affiliates, directors or executive officers of the Company or IMS Health, is a party to any contract, arrangement, understanding or relationship with any other person relating, directly or indirectly, to the Offer with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint

ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations.

11. EFFECTS OF THE OFFER ON THE MARKET FOR SHARES; REGISTRATION UNDER THE EXCHANGE ACT.

The Company's purchase of shares of Common Stock pursuant to the Offer will reduce the number of shares that might otherwise be traded publicly and may reduce the number of stockholders. Nonetheless, the Company anticipates that there will be a sufficient number of shares of Common Stock of each class outstanding and publicly traded following consummation of the Offer to ensure a continued trading market on the NYSE for the Class A Common Stock and Class B Common Stock.

The Class A Common Stock and Class B Common Stock constitute "margin securities" under the rules of the Federal Reserve Board. This has the effect, among other things, of allowing brokers to extend credit to their customers using such shares as collateral. The Company believes that, following the purchase of shares pursuant to the Offer, the Class A Common Stock and Class B Common Stock will continue to be "margin securities" for purposes of the Federal Reserve Board's margin regulations.

The shares are registered under the Exchange Act, which requires, among other things, that the Company furnish certain information to its stockholders and the Commission and comply with the Commission's proxy rules in connection with meetings of the Company's stockholders. The Company believes that its purchase of shares of Common Stock pursuant to the Offer will not result in the Class A Common Stock or Class B Common Stock becoming subject to deregistration under the Exchange Act.

12. CERTAIN LEGAL MATTERS; REGULATORY APPROVALS.

The Company is not aware of any license or regulatory permit material to the Company's business that is reasonably likely to be adversely affected by the Company's acquisition of shares as contemplated herein or of any approval or other action by any government or governmental, administrative or regulatory authority, agency, or tribunal domestic or foreign, that would be required for the acquisition or ownership of shares by the Company as contemplated herein. Should any such approval or other action be required, the Company presently contemplates that such approval or other action will be sought or taken. The Company is unable to predict whether it will be required to delay the acceptance for payment of or payment for shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that the failure to obtain any such approval or other action might not result in adverse consequences to the Company's business. The Company's obligations under the Offer to accept for payment and pay for shares are subject to certain conditions. See Section 6.

13. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES.

The following summary describes the principal United States federal income tax consequences to United States Holders (as defined below) of an exchange of shares pursuant to the Offer. Those Stockholders who do not participate in the exchange should not incur any United States federal income tax liability from the exchange. This summary is based upon the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), existing United States Treasury Regulations promulgated thereunder, published rulings, administrative pronouncements and judicial decisions, changes to which could affect the tax consequences described herein (possibly on a retroactive basis).

This summary addresses only shares of Common Stock held as capital assets. It does not address all of the tax consequences that may be relevant to particular stockholders in light of their personal circumstances, or to certain types of stockholders (such as certain financial institutions, dealers or traders in securities or commodities, insurance companies, tax-exempt organizations or persons who hold shares as a position in a "straddle" or as part of a "hedging" or "conversion" transaction or that have a functional currency other than the United States dollar). This summary may not be applicable with respect to shares acquired as compensation (including shares acquired upon the exercise of stock options or which were or are subject to forfeiture restrictions). This summary also does not address the state, local or foreign tax consequences of

participating in the Offer. EACH HOLDER OF SHARES SHOULD CONSULT SUCH HOLDER'S TAX ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO SUCH HOLDER OF PARTICIPATION IN THE OFFER.

A "United States Holder" is a holder of shares that for United States federal income tax purposes is (i) a citizen or resident of the United States, (ii) a corporation or partnership created or organized in or under the laws of the United States or any State or division thereof (including the District of Columbia), (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust (a) the administration over which a United States court can exercise primary supervision and (b) all of the substantial decisions of which one or more United States persons have the authority to control and certain other trusts considered United States Holders for federal income tax purposes. A "Non-United States Holder" is a holder of shares other than a United States Holder.

A United States Holder participating in the exchange will be treated either as having sold shares or as having received a dividend distribution from the Company. In that regard, under Section 302 of the Code, a United States Holder whose shares are exchanged pursuant to the Offer will be treated as having sold shares if the exchange (i) results in a "complete termination" of all of such holder's equity interest in the Company, (ii) is a "substantially disproportionate" redemption with respect to such holder or (iii) is "not essentially equivalent to a dividend" with respect to such holder. In applying each of the Section 302 tests, a United States Holder will be treated as owning shares actually or constructively owned by certain related individuals and entities.

The receipt of cash by a shareholder will result in a "complete termination" of the shareholder's interest if either (1) all of the stock of the Company that is actually and constructively owned by the shareholder is transferred pursuant to the Offer or (2) all of the stock of the Company actually owned by the shareholder is sold pursuant to the Offer and the shareholder is eligible to waive, and effectively waives, the attribution of stock of the Company constructively owned by the shareholder in accordance with the procedures described in the Code. An exchange of shares will be "substantially disproportionate" with respect to a United States Holder if the percentage of the then outstanding shares actually and constructively owned by such holder immediately after the exchange of shares (treating shares exchanged pursuant to the Offer as no longer outstanding) pursuant to the Offer is less than 80% of the percentage of the shares actually and constructively owned by such holder immediately before the exchange (treating shares exchanged pursuant to the Offer as outstanding). A United States Holder will satisfy the "not essentially equivalent to a dividend" test if the reduction in such holder's proportionate interest in the Company constitutes a "meaningful reduction" given such holder's particular facts and circumstances. The IRS has concluded in a published ruling that even a minor reduction in the percentage interest of a stockholder whose relative stock interest in a publicly held corporation is minimal and who exercises no control over corporate affairs constitutes such a "meaningful reduction."

If a United States Holder is treated as having sold shares, such holder will recognize capital gain or loss equal to the difference between the amount of cash received and such holder's adjusted tax basis in the shares sold to the Company. A United States Holder who acquired shares from IMS Health in the Distribution will have an aggregate adjusted tax basis in such holder's IMS Health shares and Company shares equal to the aggregate basis in such holder's IMS Health shares immediately before the Distribution and such aggregate basis shall be allocated between such holder's IMS Health shares and Company shares in proportion to the relative fair market values of each. Any such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the United States Holder's holding period of the shares exceeds one year as of the date of the exchange. Any long-term capital gain recognized by United States Holders that are individuals, estates or trusts will be taxable at a maximum rate of 20%. However, any short-term capital gain recognized by United States Holders that are individuals, estates or trusts and any long-term or short-term capital gain recognized by United States Holders that are corporations will be taxable at regular income tax rates.

If a United States Holder who participates in the Offer is not treated as having sold shares, such holder will be treated as receiving a dividend to the extent of such holder's rateable share of the Company's earnings and profits. Such a dividend will be includible in the United States Holder's gross income as ordinary income without reduction for the adjusted tax basis of the shares exchanged. In such event, the United States Holder's

adjusted tax basis in its shares exchanged in the Offer generally will be added to such holder's adjusted tax basis in the remaining shares. A dividend received by a corporate United States Holder may be (i) eligible for a dividends-received deduction (subject to applicable limitations) and (ii) subject to the "extraordinary dividend" provisions of the Code. To the extent, if any, that the cash received by a United States Holder exceeds the Company's earnings and profits, it will be treated first as a tax-free return of such United States Holder's tax basis in the shares and thereafter as capital gain.

See Section 3 with respect to the application of United States federal income tax withholding to payments made to Non-United States Holders and the backup withholding tax requirements.

THE TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY. EACH STOCKHOLDER IS URGED TO CONSULT SUCH HOLDER'S OWN TAX ADVISOR TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO SUCH HOLDER OF THE OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.

14. EXTENSION OF THE OFFER; TERMINATION; AMENDMENT.

The Company expressly reserves the right, in its sole discretion, at any time and from time to time, and regardless of whether or not any of the events set forth in Section 6 shall have occurred or shall be deemed by the Company to have occurred, to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and payment for, any shares by giving oral or written notice of such extension to the Depositary and making a public announcement thereof. The Company also expressly reserves the right, in its sole discretion, to terminate the Offer and not accept for payment or pay for any shares not previously accepted for payment or paid for or, subject to applicable law, to postpone payment for shares upon the occurrence of any of the conditions specified in Section 6 hereof by giving oral or written notice of such termination or postponement to the Depositary and making a public announcement thereof. The Company's reservation of the right to delay payment for shares which it has accepted for payment is limited by Rule 13e-4(f)(5) promulgated under the Exchange Act, which requires that the Company must pay the consideration offered or return the shares tendered promptly after termination or withdrawal of a tender offer. Subject to compliance with applicable law, the Company further reserves the right, in its sole discretion, and regardless of whether any of the events set forth in Section 6 shall have occurred or shall be deemed by the Company to have occurred, to amend the Offer in any respect (including, without limitation, by decreasing or increasing the consideration offered in the Offer to holders of shares or by decreasing or increasing the number of shares being sought in the Offer). Amendments to the Offer may be made at any time and from time to time by public announcement thereof. In the case of an extension, such announcement will be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Date. Any material change to the terms of the Offer will be disseminated promptly to stockholders in a manner reasonably designed to inform stockholders of such change. Without limiting the manner in which the Company may choose to inform stockholders, except as required by applicable law, the Company shall have no obligation to publish, advertise or otherwise communicate any such change other than by making a release to the Dow Jones News Service.

If the Company materially changes the terms of the Offer or the information concerning the Offer, or if it waives a material condition of the Offer, the Company will extend the Offer to the extent required by Rules 13e-4(d)(2) and 13e-4(e)(2) promulgated under the Exchange Act. Under these rules, the minimum period during which an offer must remain open following material changes in the terms of the Offer or information concerning the Offer (other than a change in price or a change in percentage of securities sought) will depend on the facts and circumstances, including the relative materiality of such terms or information. If (i) the Company increases or decreases the price to be paid for shares, materially increases the Dealer Manager fee or increases or decreases the number of shares being sought in the Offer and, in the event of an increase in the number of shares being sought, such increase exceeds 2% of the number of outstanding shares of Common Stock, and (ii) the Offer is scheduled to expire at any time earlier than the expiration of a period ending on the tenth business day from, and including, the date that such notice of an increase or decrease is first published, sent or given in the manner specified in this Section 14, the Offer will be extended until the expiration of such period of ten business days. For the purposes of the Offer, a "business day" means any day

other than a Saturday, Sunday or Federal holiday and consists of the time period from 12:01 am through 12:00 midnight, New York City time.

15. FEES AND EXPENSES.

The Company has retained Credit Suisse First Boston to act as its financial advisor, as well as the Dealer Manager, in connection with the Offer. Credit Suisse First Boston will receive customary fees for its services. The Company also has agreed to reimburse Credit Suisse First Boston for certain reasonable out-of-pocket expenses incurred in connection with the Offer, including reasonable fees and expenses of counsel, and to indemnify Credit Suisse First Boston against certain liabilities in connection with the Offer, including liabilities under the federal securities laws. Credit Suisse First Boston has rendered various investment banking and other advisory services to the Company in the past, for which it has received customary compensation, and may render similar services to the Company in the future.

The Company has retained Morrow & Co., Inc. to act as Information Agent and EquiServe L.P. to act as Depositary in connection with the Offer. The Information Agent may contact holders of shares by mail, telephone, facsimile, telex, telegraph and personal interviews and may request brokers, dealers and other nominee stockholders to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary will each receive reasonable and customary compensation for their respective services, will be reimbursed by the Company for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

No fees or commissions will be payable by the Company to brokers, dealers or other persons (other than fees to the Dealer Manager and the Information Agent as described above) for soliciting tenders of shares pursuant to the Offer. Stockholders holding shares through brokers or banks are urged to consult the brokers or banks to determine whether transaction costs are applicable if stockholders tender shares through such brokers or banks and not directly to the Depositary. The Company will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer and related materials to the beneficial owners of shares held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as the agent of the Company, the Dealer Manager, the Information Agent or the Depositary for purposes of the Offer. The Company will pay or cause to be paid all stock transfer taxes, if any, on its purchase of shares except as otherwise provided in Section 5 or Instruction 8 in the Letter of Transmittal.

16. MISCELLANEOUS.

The Company is not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If the Company becomes aware of any jurisdiction where the making of the Offer or the acceptance of shares pursuant thereto is not in compliance with any applicable law, the Company will make a good faith effort to comply with the applicable law. If, after such good faith effort, the Company cannot comply with the applicable law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of shares in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on the Company's behalf by the Dealer Manager or one or more registered brokers or dealers licensed under the laws of the jurisdiction.

Pursuant to Rule 13e-4 of the General Rules and Regulations under the Exchange Act, the Company has filed with the Commission the Schedule 13E-4 which contains additional information with respect to the Offer. Such Schedule 13E-4, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner as is set forth in Section 9 with respect to information concerning the Company.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF THE COMPANY OR THE DEALER MANAGER IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE RELATED LETTER OF TRANSMITTAL. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR THE DEALER MANAGER.

GARTNER GROUP, INC.

JULY 27, 1999

Manually signed facsimile copies of the Letter of Transmittal will be accepted. The Letter of Transmittal and certificates for shares and any other required documents should be sent or delivered by each stockholder or such stockholder's broker, dealer, commercial bank, trust company or nominee to the Depositary at one of its addresses set forth below.

THE DEPOSITARY FOR THE OFFER IS:

EQUISERVE L.P.

By Hand Delivery:	By Overnight, Certified or Express Mail Delivery:	By First Class Mail:
Securities Transfer & Reporting Services, Inc. c/o EquiServe L.P. 100 William Street, Galleria New York, NY 10038	EquiServe L.P. Corporate Actions 40 Campanelli Drive Braintree, MA 02184	EquiServe L.P. Corporate Actions P.O. Box 9573 Boston, MA 02205-8686

Phone:
(781)575-3120

Facsimile Transmission:
(781) 575-4826

Confirm Receipt of Facsimile by Telephone:
(781) 575-4816

Any questions or requests for assistance or additional copies of the Offer to Purchase, the Letter of Transmittal or the Notice of Guaranteed Delivery may be directed to the Information Agent or the Dealer Manager at the telephone numbers and addresses set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning the Offer. To confirm delivery of Shares, stockholders are directed to contact the Depositary.

THE INFORMATION AGENT FOR THE OFFER IS:

MORROW & CO., INC.
445 Park Avenue, Fifth Floor
New York, NY 10022
Banks and Brokerage Firms, call: (800) 662-5200 (toll free)
Stockholders, please call: (800) 566-9061 (toll free)

THE DEALER MANAGER FOR THE OFFER IS:

CREDIT SUISSE FIRST BOSTON CORPORATION

Eleven Madison Avenue
New York, NY 10010-3629
(800) 881-8320 (toll free)

EXHIBIT (a)(2)-A

LETTER OF TRANSMITTAL

TO TENDER SHARES OF

CLASS A COMMON STOCK OF

GARTNER GROUP, INC.
PURSUANT TO THE OFFER TO PURCHASE DATED JULY 27, 1999

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:
EQUISERVE L.P.

By Hand Delivery:	By Overnight, Certified or Express Mail Delivery:	By First Class Mail:
Securities Transfer & Reporting Services, Inc. c/o EquiServe L.P. 100 William Street, Galleria New York, NY 10038	EquiServe L.P. Corporate Actions 40 Campanelli Drive Braintree, MA 02184	EquiServe L.P. Corporate Actions P.O. Box 9573 Boston, MA 02205-8686

Telephone:
(781) 575-3120

Facsimile Transmission:
(781) 575-4826

Confirm Receipt of Facsimile by Telephone:
(781) 575-4816

THIS LETTER OF TRANSMITTAL, INCLUDING THE ACCOMPANYING INSTRUCTIONS, SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. THIS LETTER OF TRANSMITTAL MAY BE USED ONLY FOR THE TENDER OF SHARES OF CLASS A COMMON STOCK. STOCKHOLDERS DESIRING TO TENDER SHARES OF CLASS B COMMON STOCK MUST DULY COMPLETE AND RETURN THE FORM OF LETTER OF TRANSMITTAL (AVAILABLE FROM THE INFORMATION AGENT) FOR CLASS B COMMON STOCK.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED OWNER(S) (IF BLANK PLEASE FILL IN EXACTLY AS NAME(S) APPEAR(S) ON CERTIFICATE(S))	SHARES TENDERED (ATTACH ADDITIONAL SIGNED LIST, IF NECESSARY)		
	CERTIFICATE NUMBER(S)(1)	NUMBER OF CLASS A SHARES REPRESENTED BY CERTIFICATE(S)(1)	NUMBER OF SHARES TENDERED(2)
		TOTAL SHARES:	

(1) Need not be completed by stockholders tendering shares by book-entry transfer.
(2) Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

Indicate in this box the order (by certificate number) in which shares are to be purchased in event of proration. See Instruction 10.

1st:	2nd:	3rd:	4th:	5th:

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A PROPER DELIVERY. DELIVERIES TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE PROPER DELIVERY. DELIVERIES TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE PROPER DELIVERY TO THE DEPOSITARY.

This Letter of Transmittal is to be completed only if (a) certificates representing shares of Class A Common Stock (as defined below) are to be forwarded herewith, or (b) a tender of shares of Class A Common Stock is to be made concurrently by book-entry transfer to the account maintained by the Depositary at The Depository Trust Company (hereinafter referred to as the "Book-Entry Transfer Facility") pursuant to Section 3 of the Offer to Purchase (as defined below). Stockholders who desire to tender shares of Class A Common Stock pursuant to the Offer (as defined below), but whose share certificates are not immediately available or who cannot deliver such certificates and all other documents required by this Letter of Transmittal to the Depositary on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), or who cannot comply with the procedure for book-entry transfer on a timely basis, may nevertheless tender their shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2.

Stockholders who desire to tender shares of both Class A Common Stock and Class B Common Stock must complete an appropriate, separate Letter of Transmittal for each separate class of shares. Moreover, stockholders who wish to tender portions of their shares of a class at different prices must complete an appropriate separate Letter of Transmittal for each price at which they wish to tender shares of that class.

[ ] CHECK HERE IF ANY CERTIFICATE REPRESENTING SHARES TENDERED HEREBY HAS BEEN LOST, STOLEN, DESTROYED OR MUTILATED. SEE INSTRUCTION 16.

[ ] CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:

Account Number:

Transaction Code Number:

[ ] CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution that Guaranteed Delivery:

Window Ticket Number (if any):

NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

To Gartner Group Inc.:

The undersigned hereby tenders to Gartner Group, Inc., a Delaware corporation (the "Company"), the above-described shares of the Company's Common Stock, Class A, par value $0.0005 per share ("Class A Common Stock" or "Shares"), at the price per share indicated in this Letter of Transmittal, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 27, 1999 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

Subject to, and effective upon, acceptance for payment of the Shares tendered hereby in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to all Shares tendered hereby and orders the registration of all such Shares if tendered by book-entry transfer and hereby irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (with full knowledge that the Depositary also acts as the agent of the Company) with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to: (a) deliver certificate(s) representing such Shares or transfer ownership of such Shares on the account books maintained by the Book-Entry Transfer Facility, together, in either such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Company upon receipt by the Depositary, as the undersigned's agent, of the Class A Purchase Price (as defined below) with respect to such Shares; (b) present certificates for such Shares for cancellation and transfer on the Company's books; and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby covenants, represents and warrants to the Company that:

(a) the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby, and when and to the extent the same are accepted for payment by the Company, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sales agreements or other obligations relating to the sale or transfer of such Shares, and not subject to any adverse claims;

(b) the undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer, including the undersigned's representation and warranty that (i) the undersigned has a net long position in the Shares or equivalent securities at least equal to the Shares tendered within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended ("Rule 14e-4"), and (ii) such tender of Shares complies with Rule 14e-4;

(c) the undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby; and

(d) the undersigned has read, understands and agrees to all of the terms and conditions of the Offer.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer. The undersigned acknowledges that no interest will be paid on the Class A Purchase Price for tendered Shares regardless of any extension of the Offer or any delay in making payment of such Class A Purchase Price.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and legal representatives of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The name(s) and address(es) of the registered holder(s) should be printed, if they are not already printed above, exactly as they appear on the certificates representing Shares tendered hereby. The certificate numbers, the number of Shares represented by such certificates and the number of Shares that the undersigned wishes to tender should be set forth in the appropriate boxes above. The price at which such Shares are being tendered should be indicated in the box below.

The undersigned understands that the Company will, upon the terms and subject to the conditions of the Offer, determine a single purchase price (not less than $21 nor more than $24 per share), net to the seller in cash without interest, that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares so tendered and the prices specified by tendering stockholders; such specified price shall only be in multiples of $0.125. The undersigned understands that the Company will select the lowest purchase price that will allow it to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares of such class as are properly tendered). The undersigned understands that all shares of Class A Common Stock acquired pursuant to the Offer will be acquired at the one Class A Purchase Price. The undersigned understands that, similarly, the Company will determine a single purchase price (not less than $21 nor more than $24 per share), net to the seller in cash without interest, that it will pay for shares of Common Stock, Class B, par value $0.0005 per share of the Company ("Class B Common Stock") properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; each of the Class A Purchase Price and Class B Purchase Price is referred to as a "Purchase Price"), taking into account the number of shares tendered and the prices specified by tendering stockholders; such specified price shall only be in multiples of $0.125. The undersigned understands that the Company will select the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares of such class as are properly tendered). The undersigned understands that all shares of Class B Common Stock acquired pursuant to the Offer will be acquired at the one Class B Purchase Price. The undersigned understands that the Class A Purchase Price need not be identical to the Class B Purchase Price.

The undersigned understands that the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, the Company may terminate or amend the Offer or may postpone the acceptance for payment of, or the payment for, Shares tendered or may accept for payment fewer than all of the Shares tendered hereby. In any such event, the undersigned understands that certificate(s) for any Shares not tendered or not purchased will be returned to the undersigned at the address indicated above, unless otherwise indicated in the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" below.

The undersigned understands that acceptance of Shares by the Company for payment will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer.

The aggregate net Class A Purchase Price for the Shares tendered hereby and purchased by the Company will be paid by check issued to the order of the undersigned and mailed to the address indicated above, unless otherwise indicated the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" below. A separate check will be issued for purchases of Class A Common Stock and purchases of Class B Common Stock. The undersigned acknowledges that the Company has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof, or to order the registration or transfer of any Shares tendered by book-entry transfer, if the Company does not purchase any such Shares.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 7, 8 AND 11, 14 AND 15.)

To be completed ONLY if certificate(s) for Shares not tendered or not purchased and/or any check for the Class A Purchase Price are to be issued in the name of someone other than the undersigned, or if Shares tendered hereby and delivered by book-entry transfer which are not purchased are to be returned by credit to an account at the Book-Entry Transfer Facility other than that designated above.
Issue: [ ] Check [ ] Share Certificate(s) to:

Name:
- ----------
(PLEASE PRINT)

Address:
- ----------

- ----------
(ZIP CODE)

- ----------
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

[ ] Credit Shares delivered by book-entry transfer and not purchased to the account set forth below:

Account Number:
- ----------

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 2, 4 AND 11.)

To be completed ONLY if certificate(s) for Shares not tendered or not purchased and/or any check for the Class A Purchase Price are to be mailed or sent to someone other than the undersigned, or to the undersigned at an address other than that designated above.
Mail: [ ] Check [ ] Share Certificate(s) to:

Name:
- ----------
(PLEASE PRINT)

Address:
- ----------

- ----------
(ZIP CODE)

- ----------
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

SELECTION OF PURCHASE PRICE
(SEE INSTRUCTION 6.)

SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION:

[ ] The undersigned wants to maximize the chance of having the Company purchase all Shares the undersigned is tendering (subject to the proportionality and proration provisions of the Offer). Accordingly, by CHECKING THIS BOX INSTEAD OF ONE OF THE PRICES BELOW*, the undersigned hereby tenders shares of Class A Common Stock and is willing to accept the Class A Purchase Price resulting from the Dutch Auction tender process. This action will result in receiving a price per Share as low as $21 or as high as $24.

CHECK THE BOX ABOVE OR CHECK ONE BOX BELOW*

SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER:

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE*, the undersigned hereby tenders shares of Class A Common Stock at the price checked. This action could result in none of the Shares being purchased if the Class A Purchase Price for the Shares is less than the price checked. A stockholder who desires to tender Shares at more than one price must complete a separate Letter of Transmittal for each price at which Shares are tendered. The same Shares cannot be tendered at more than one price.

PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED

[ ] $21.00	[ ] $21.675	[ ] $22.25	[ ] $22.875	[ ] $23.50
[ ] $21.125	[ ] $21.75	[ ] $22.375	[ ] $23.00	[ ] $23.675
[ ] $21.25	[ ] $21.875	[ ] $22.50	[ ] $23.125	[ ] $23.75
[ ] $21.375	[ ] $22.00	[ ] $22.675	[ ] $23.25	[ ] $23.875

[ ] $21.50 [ ] $22.125 [ ] $22.75 [ ] $23.375 [ ] $24.00

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* If you do not indicate the purchase price of Shares being tendered, it will be assumed that all Shares are tendered at the Dutch Auction price.

ODD LOTS
(SEE INSTRUCTION 9.)

To be completed ONLY if shares are being tendered by or on behalf of a person owning beneficially or of record as of the close of business on July 27, 1999 and who continues to own, beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of Class A Common Stock. The undersigned either (check one box):

[ ] was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own beneficially or of record as of the Expiration Date, an aggregate of fewer than 100 shares of Class A Common Stock, all of which are being tendered; or

[ ] is a broker, dealer, commercial bank, trust company, or other nominee that (a) is tendering for the beneficial owners thereof, shares with respect to which it is the record holder, and (b) believes, based upon representations made to it by such beneficial owners, that each such person was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own beneficially or of record as of the Expiration Date, an aggregate of fewer than 100 shares of Class A Common Stock, all of which are being tendered.

IMPORTANT
STOCKHOLDERS SIGN HERE
(PLEASE COMPLETE AND RETURN THE ATTACHED SUBSTITUTE FORM W-9.)

(Must be signed by the registered holder(s) exactly as the name(s) of such holder(s) appear(s) on certificate(s) for Shares or on a security position listing or by person(s) authorized to become the registered holder(s) thereof by certificates and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 7.)

- ---

- ---
SIGNATURE(S) OF OWNER(S)

Dated:
- ---

Name(s):---
(PLEASE PRINT)

Capacity (full title):

Address:

(INCLUDE ZIP CODE)

Telephone Number (including area code):

Facsimile Number:

E-mail address:

Taxpayer Identification or Social Security Number:

(SEE SUBSTITUTE FORM W-9.)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 7.)

Authorized Signature:
- ---

Dated:
- ---

Name: *

(PLEASE PRINT)

Title:

Name of Firm:

Address:

(INCLUDE ZIP CODE)
Telephone Number (including area code):

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. Guarantee of Signatures. No signature guarantee is required if either:

(a) this Letter of Transmittal is signed by the registered holder of the Shares (which term, for purposes hereof, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of such Shares) tendered hereby exactly as the name of such registered holder appears on the certificate(s) for such Shares tendered with this Letter of Transmittal and payment and delivery are to be made directly to such owner, unless such owner has completed either the box entitled "Special Payment Instructions" or "Special Delivery Instructions" above; or

(b) such Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each of the foregoing constituting an "Eligible Institution").

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal. See Instruction 7.

2. Delivery of Letter of Transmittal and Certificates; Guaranteed Delivery Procedures. This Letter of Transmittal is to be completed only if certificates for shares are delivered with it to the Depositary (or such certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the Depositary) or if a tender of Shares is being made concurrently pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. The Depositary must receive on or prior to the Expiration Date (a) a properly completed and duly executed Letter of Transmittal or a manually signed facsimile thereof in accordance with the instructions of the Letter of Transmittal, including any required signature guarantees, together with the stock certificates evidencing the tendered shares and any other documents required by the Letter of Transmittal, at one of its addresses set forth on the back cover of the Offer to Purchase, (b) such Shares delivered pursuant to the procedures for book-entry transfer described in Section 3 of the Offer to Purchase (and a confirmation of such delivery is received by the Depositary, including an Agent's Message as defined below, if the tendering stockholder has not delivered a Letter of Transmittal) or (c) such Shares validly tendered through the Book-Entry Transfer Facility's Automated Tender Offer Program ("ATOP"). The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by the Depositary and forming a part of the Book-Entry Confirmation (as defined in Section 3 of the Offer to Purchase), which states that the Book-Entry Transfer Facility has received an express acknowledgement from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. If certificates are to be forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

Participants in the Book-Entry Transfer Facility may tender their Shares in accordance with ATOP to the extent it is available to such participants for the Shares they wish to tender. A stockholder tendering through ATOP must expressly acknowledge that the stockholder has reviewed and agreed to be bound by the Letter of Transmittal and that the Letter of Transmittal may be enforced by the Company against such stockholder.

Stockholders whose certificates are not immediately available or who cannot deliver certificates and all other required documents to the Depositary before the Expiration Date, or whose Shares cannot be delivered on a timely basis pursuant to the procedure for book-entry transfer, may in any such case, tender their Shares by or through any Eligible Institution by properly completing and duly executing and delivering a Notice of Guaranteed Delivery (or facsimile of it) and by otherwise complying with the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Company (with any required signature guarantees) must be received by the Depositary prior to the Expiration Date, and (c) certificates for all physically delivered Shares in proper form for transfer or by confirmation of book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, in each case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with any required signature guarantees (or, in the case of book-entry transfer an Agent's Message or, in the case of a tender through ATOP, the specified acknowledgement), and all other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange trading days after receipt by the Depositary of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a signature guarantee by an Eligible Institution in the form set forth in such Notice. For Shares to be properly tendered pursuant to the guaranteed delivery procedure, the Depositary must receive the Notice of Guaranteed Delivery on or before the Expiration Date.

THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR SHARES, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

The Company will not accept any alternative, conditional or contingent tenders, nor will it purchase any fractional Shares, except as expressly provided in the Offer to Purchase. All tendering stockholders, by execution of this Letter of Transmittal (or a facsimile hereof), waive any right to receive any notice of the acceptance of their tender.

3. Inadequate Space. If the space provided in the box entitled "Description of Shares Tendered" above is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. Partial Tenders and Unpurchased Shares. (Not applicable to stockholders who tender by book-entry transfer.) If fewer than all of the Shares evidenced by any certificate are to be tendered, fill in the number of Shares that are to be tendered in the column entitled "Number of Shares Tendered" in the box entitled "Description of Shares Tendered" above. In such case, if any tendered Shares are purchased, a new certificate for the remainder of the Shares (including any Shares not purchased) evidenced by the old certificate(s) will be issued and sent to the registered holder(s) thereof, unless otherwise specified in either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" in this Letter of Transmittal, as soon as practicable after the Expiration Date. Unless otherwise indicated, all Shares represented by the certificate(s) set forth above and delivered to the Depositary will be deemed to have been tendered.

5. Class of Shares Tendered. For shares to be properly tendered, the stockholder must complete the proper Letter of Transmittal. A stockholder wishing to tender shares of Class A Common Stock and shares of Class B Common Stock must complete an appropriate separate Letter of Transmittal for each such class of shares. This Letter of Transmittal may be used to tender shares of Class A Common Stock. The form of Letter of Transmittal for use in tendering shares of Class B Common Stock is available from the Information Agent or the Depositary.

6. Indication of Price at Which Shares are Being Tendered. For Shares to be properly tendered, the stockholder must check the box indicating the price per Share at which such holder is tendering Shares under "PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED" or the box indicating "SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION" in this Letter of Transmittal. ONLY ONE BOX MAY BE CHECKED. IF MORE THAN ONE BOX IS CHECKED, THERE IS NO PROPER TENDER OF SHARES. IF NO BOX IS CHECKED, IT WILL BE ASSUMED THAT THE TENDERING STOCKHOLDER ELECTED TO TENDER THE SHARES AT THE PRICE DETERMINED BY THE DUTCH AUCTION. A stockholder wishing to tender portions of such holder's Shares at different prices must complete a separate Letter of Transmittal for each price at which such holder wishes to tender each such portion of such holder's Shares. The same Shares cannot be tendered (unless previously properly withdrawn as provided in Section 4 of the Offer to Purchase) at more than one price.

7. Signatures on Letter of Transmittal; Stock Powers and Endorsements.

(a) If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without any change whatsoever.

(b) If the Shares tendered hereby are registered in the names of two or more joint holders, each such holder must sign this Letter of Transmittal.

(c) If any tendered Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles hereof) as there are different registrations of certificates.

(d) When this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsement(s) of certificate(s) representing such Shares or separate stock power(s) are required unless payment is to be made, or the certificate(s) for Shares not tendered or not purchased are to be issued, to a person other than the registered holder(s) thereof. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the certificate(s) listed, or if payment is to be made or certificate(s) for Shares not tendered or not purchased are to be issued to a person other than the registered holder(s) thereof, such certificate(s) must be endorsed or accompanied by appropriate stock power(s), in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the certificate(s), and THE SIGNATURE(S) ON SUCH CERTIFICATE(S) OR STOCK POWER(S) MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION. See Instruction 1.

(e) If this Letter of Transmittal or any certificate(s) or stock power(s) are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, such person should so indicate when signing this Letter of Transmittal and must submit proper evidence satisfactory to the Company of their authority so to act.

8. Stock Transfer Taxes. Except as provided in this Instruction 8, no stock transfer tax stamps or funds to cover such stamps need accompany this Letter of Transmittal. The Company will pay any stock transfer taxes payable on the transfer to it of Shares purchased pursuant to the Offer. If, however, either (a) payment of the Class A Purchase Price for Shares tendered hereby and accepted for purchase is to be made to any person other than the registered holder(s); or (b) Shares not tendered or not purchased are to be registered in the name(s) of any person(s) other than the registered holder(s); or (c) certificate(s) representing tendered shares are registered in the name(s) of any person(s) other than the person(s) signing this Letter of Transmittal, then the Depositary will deduct from such Purchase Price the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person(s) or otherwise) payable on account of the transfer to such person, unless satisfactory evidence of the payment of such taxes or any exemption therefrom is submitted. See Section 5 of the Offer to Purchase.

9. Odd Lots. As described in Section 1 of the Offer to Purchase, if the Company purchases fewer than all shares of Class A Common Stock tendered before the Expiration Date and not properly withdrawn, the shares purchased first will consist of all shares of Class A Common Stock properly tendered by any stockholder who owned, beneficially or of record, as of the close of business on July 29, 1999 and as of the Expiration Date, an aggregate of fewer than 100 shares of Class A Common Stock, and who tenders all of such holder's shares of Class A Common Stock at or below the Class A Purchase Price (an "Odd Lot Holder"). This preference will not be available unless the box captioned "Odd Lots" is completed.

10. Order of Purchase in Event of Proration. As described in Section 1 of the Offer to Purchase, stockholders may designate the order in which their Shares are to be purchased in the event of proration. The order of purchase may have an effect on the United States federal income tax treatment of the Purchase Price for the Shares purchased. See Sections 3 and 13 of the Offer to Purchase.

11. Special Payment and Delivery Instructions. If certificate(s) for Shares not tendered or not purchased and/or check(s) are to be issued in the name of a person other than the undersigned or if such certificates and/or checks are to be sent to someone other than the undersigned or to the undersigned at a different address, the box entitled "Special Payment Instructions" and/or the box entitled "Special Delivery Instructions" on this Letter of Transmittal should be completed as applicable and signatures must be guaranteed as described in Instruction 1.

12. Irregularities. All questions as to the number of Shares to be accepted, the price to be paid therefor and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Company in its sole discretion, which determination shall be final and binding on all parties. The Company reserves the absolute right to reject any or all tenders of Shares it determines not to be in proper form or the acceptance of which or payment for which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Offer or any defect or irregularity in any tender with respect to any particular Shares or any particular stockholder, and the Company's interpretation of the terms of the Offer (including these Instructions) will be final and binding on all parties. No tender of Shares will be deemed to be properly made until all defects and irregularities have been cured by the tendering stockholder or waived by the Company. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Company shall determine. None of the Company, the Dealer Manager (as defined in the Offer to Purchase), the Depositary, the Information Agent (as defined in the Offer to Purchase) or any other person is or will be obligated to give notice of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notice.

13. Questions and Requests for Assistance and Additional Copies. Questions and requests for assistance may be directed to, or additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from, the Information Agent or the Dealer Manager at their addresses and telephone numbers set forth on the back cover of the Offer to Purchase or from brokers, dealers, commercial banks or trust companies.

14. Tax Identification Number and Backup Withholding. United States federal income tax law generally requires that a stockholder whose tendered Shares are accepted for purchase, or such stockholder's assignee (in either case, the "Payee"), provide the Depositary with such Payee's correct Taxpayer Identification Number ("TIN"), which, in the case of a Payee who is an individual, is such Payee's social security number. If the Depositary is not provided with the correct TIN or an adequate basis for an exemption, such Payee may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding in an amount equal to 31% of the gross proceeds received pursuant to the Offer. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each Payee must provide such Payee's correct TIN by completing the Substitute Form W-9 set forth herein, certifying that the TIN provided is correct (or that such Payee is awaiting a TIN) and that (a) the Payee is exempt from backup withholding, (b) the Payee has not been notified by the Internal Revenue Service that such Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified the Payee that such Payee is no longer subject to backup withholding.

If the Payee does not have a TIN, such Payee should (a) consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for instructions on applying for a TIN, (b) write "Applied For" in the space provided in Part 1 of the Substitute Form W-9, and (c) sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the Payee does not provide such Payee's TIN to the Depositary within sixty (60) days, backup withholding will begin and continue until such Payee furnishes such Payee's TIN to the Depositary. Note that writing "Applied For" on the Substitute Form W-9 means that the Payee has already applied for a TIN or that such Payee intends to apply for one in the near future.

If Shares are held in more than one name or are not in the name of the actual owner, consult the W-9 Guidelines for information on which TIN to report.

Exempt Payees (including, among others, all corporations and certain foreign individuals) are not subject to backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt Payee should write "Exempt" in Part 2 of Substitute Form W-9. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed Form W-8 Certificate of Foreign Status, signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Depositary.

15. Withholding on Non-United States Holder. Even if a Non-United States Holder (as defined below) has provided the required certification to avoid backup withholding, the Depositary will withhold United States federal income taxes equal to 30% of the gross payments payable to a Non-United States Holder or such holder's agent unless (a) the Depositary determines that a reduced rate of withholding is available pursuant to a tax treaty or that an exemption from withholding is applicable because such gross proceeds are effectively connected with the conduct of a trade or business within the United States, or (b) the Non-United States Holder establishes to the satisfaction of the Company and the Depositary that the sale of shares by such Non-United States Holder pursuant to the Offer will qualify as a "sale or exchange," rather than as a distribution taxable as a dividend for United States federal income tax purposes. For this purpose, a "Non-United States Holder" is any stockholder that for United States federal income tax purposes is not (a) a citizen or resident of the United States, (b) a corporation or partnership created or organized in or under the laws of the United States or any State or division thereof (including the District of Columbia), (c) an estate the income of which is subject to United States federal income taxation regardless of the source of such income, or (d) a trust (i) the administration over which a United States court can exercise primary supervision and (ii) all of the substantial decisions of which one or more United States persons have the authority to control. Notwithstanding the foregoing, to the extent provided in United States Treasury Regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to such date, that elect to continue to be treated as United States persons also will not be Non-United States Holders. In order to obtain a reduced rate of withholding pursuant to a tax treaty, a Non-United States Holder must deliver to the Depositary before the payment a properly completed and executed IRS Form 1001. In order to obtain an exemption from withholding on the grounds that the gross proceeds paid pursuant to the Offer are effectively connected with the conduct of a trade or business within the United States, a Non-United States Holder must deliver to the Depositary a properly completed and executed IRS Form 4224. The Depositary will determine a stockholder's status as a Non-United States Holder and eligibility for a reduced rate of, or an exemption from, withholding by reference to outstanding certificates or statements concerning eligibility for a reduced rate of, or exemption from, withholding (e.g., IRS Form 1001 or IRS Form 4224) unless facts and circumstances indicate that such reliance is not warranted. A Non-United States Holder may be eligible to obtain a refund of all or a portion of any tax withheld if such Non-United States Holder meets the "complete termination," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described in Section 13 of the Offer to Purchase or is otherwise able to establish that no tax or a reduced amount of tax is due.

NON-UNITED STATES HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF UNITED STATES FEDERAL INCOME TAX WITHHOLDING, INCLUDING ELIGIBILITY FOR A WITHHOLDING TAX REDUCTION OR EXEMPTION, AND THE REFUND PROCEDURE.

16. Lost, Stolen, Destroyed or Mutilated Certificates. If any certificate(s) representing Shares has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Depositary by checking the box set forth above and indicating the number of Shares so lost, stolen, destroyed or mutilated. Such stockholder will then be instructed by the Depositary as to the steps that must be taken in order to replace the certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, stolen, destroyed or mutilated certificates have been followed. Stockholders may contact the Depositary at (781) 575-3120 to expedite such process.

THIS LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED (OR MANUALLY SIGNED FACSIMILE HEREOF), TOGETHER WITH CERTIFICATES REPRESENTING SHARES BEING TENDERED OR CONFIRMATION OF BOOK-ENTRY TRANSFER OR, IN THE CASE OF TRANSFER THROUGH ATOP A SPECIFIC ACKNOWLEDGEMENT, AND ALL OTHER REQUIRED DOCUMENTS, OR A NOTICE OF GUARANTEED DELIVERY, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THE EXPIRATION DATE. STOCKHOLDERS ARE ENCOURAGED TO RETURN A COMPLETED SUBSTITUTE FORM W-9 WITH THIS LETTER OF TRANSMITTAL.

PAYER: EQUISERVE L.P.

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN")	PART 1 -- Taxpayer Identification Number -- for all accounts, enter taxpayer identification number in the box at right and certify by signing and dating below. (If awaiting TIN or Employer TIN:, write "Applied For").	Note: If the account is in more than one name, see the chart in the enclosed Guidelines to determine which number to give the payer.
	PART 2 -- For payees exempt from backup withholding, please write "EXEMPT" here (see the enclosed Guidelines):	

PART 3 -- Certification -- UNDER PENALTIES OF PERJURY, I CERTIFY THAT (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding.
Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return and you have not been notified by the IRS that you are no longer subject to backup withholding. (Also see instructions in the enclosed Guidelines.)

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that, notwithstanding the information I provided in Part III of the Substitute Form W-9 above (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), if I do not provide a TIN to the Depositary within sixty (60) days, the Depositary is required to withhold 31% of all cash payments made to me thereafter until I provide a number.

Signature: _____ Date: _____

The Information Agent for the Offer is:

MORROW & CO., INC.
445 Park Avenue, 5th Floor
New York, NY 10022
Banks and Brokerage Firms call: (800) 662-5200 (toll free)
Stockholders please call: (800) 566-9061 (toll free)

The Dealer Manager for the Offer is:

CREDIT SUISSE FIRST BOSTON CORPORATION
Eleven Madison Avenue
New York, NY 10010-3629
(800) 881-8320 (toll free)

EXHIBIT (a)(2)-B

LETTER OF TRANSMITTAL

TO TENDER SHARES OF

CLASS B COMMON STOCK OF

GARTNER GROUP, INC.

PURSUANT TO THE OFFER TO PURCHASE DATED JULY 27, 1999

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

EQUISERVE L.P.

By Hand Delivery:	By Overnight Delivery:	By Mail:
Securities Transfer & Reporting Services, Inc. c/o EquiServe L.P. 100 William Street, Galleria New York, NY 10038	EquiServe L.P. Corporate Actions 40 Campanelli Drive Braintree, MA 02184	EquiServe L.P. Corporate Actions P.O. Box 9573 Boston, MA 02205-8686

Telephone:
(781) 575-3120

Facsimile Transmission:
(781) 575-4826

Confirm Receipt of Facsimile by Telephone:
(781) 575-4816

THIS LETTER OF TRANSMITTAL, INCLUDING THE ACCOMPANYING INSTRUCTIONS, SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. THIS LETTER OF TRANSMITTAL MAY BE USED ONLY FOR THE TENDER OF SHARES OF CLASS B COMMON STOCK. STOCKHOLDERS DESIRING TO TENDER SHARES OF CLASS A COMMON STOCK MUST DULY COMPLETE AND RETURN THE FORM OF LETTER OF TRANSMITTAL (AVAILABLE FROM THE INFORMATION AGENT) FOR CLASS A COMMON STOCK.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED OWNER(S) (IF BLANK, PLEASE FILL IN EXACTLY AS NAME(S) APPEAR(S) ON CERTIFICATE(S))	SHARES TENDERED (ATTACH ADDITIONAL SIGNED LIST, IF NECESSARY)		
	CERTIFICATE NUMBER(S)(1)	NUMBER OF CLASS B SHARES REPRESENTED BY CERTIFICATE(S)(1)	NUMBER OF SHARES TENDERED(2)
	TOTAL SHARES		

(1) Need not be completed by stockholders tendering shares by book-entry transfer.
(2) Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

Indicate in this box the order (by certificate number) in which shares are to be purchased in event of proration. See Instruction 10.

1st: 2nd: 3rd: 4th: 5th:

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A PROPER DELIVERY. DELIVERIES TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE PROPER DELIVERY. DELIVERIES TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE PROPER DELIVERY TO THE DEPOSITARY.

This Letter of Transmittal is to be completed only if (a) certificates representing shares of Class B Common Stock (as defined below) are to be forwarded herewith, or (b) a tender of shares is to be made concurrently by book-entry transfer to the account maintained by the Depositary at The Depository Trust Company (hereinafter referred to as the "Book-Entry Transfer Facility") pursuant to Section 3 of the Offer to Purchase (as defined below). Stockholders who desire to tender shares of Class B Common Stock pursuant to the Offer (as defined below), but whose share certificates are not immediately available or who cannot deliver such certificates and all other documents required by this Letter of Transmittal to the Depositary on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), or who cannot comply with the procedure for book-entry transfer on a timely basis, may nevertheless tender their shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2.

Stockholders who desire to tender shares of both Class A Common Stock and Class B Common Stock must complete an appropriate, separate Letter of Transmittal for each separate class of shares. Moreover, stockholders who wish to tender portions of their shares of a class at different prices must complete an appropriate separate Letter of Transmittal for each price at which they wish to tender shares of that class.

[ ] CHECK HERE IF ANY CERTIFICATE REPRESENTING SHARES TENDERED HEREBY HAS BEEN LOST, STOLEN, DESTROYED OR MUTILATED. SEE INSTRUCTION 16.

[ ] CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY AT THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution:

Account Number:

Transaction Code Number:

[ ] CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s):

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution that Guaranteed Delivery:

Window Ticket Number (if any):

NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

To Gartner Group Inc.:

The undersigned hereby tenders to Gartner Group, Inc., a Delaware corporation (the "Company"), the above-described shares of the Company's Common Stock, Class B, par value $0.0005 per share ("Class B Common Stock" or the "Shares") at the price per share indicated in this Letter of Transmittal, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 27, 1999 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

Subject to, and effective upon, acceptance for payment of the Shares tendered hereby in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to all Shares tendered hereby and orders the registration of all such Shares if tendered by book-entry transfer and hereby irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (with full knowledge that the Depositary also acts as the agent of the Company) with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to: (a) deliver certificate(s) representing such Shares or transfer ownership of such Shares on the account books maintained by the Book-Entry Transfer Facility, together, in either such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Company upon receipt by the Depositary, as the undersigned's agent, of the Class B Purchase Price (as defined below) with respect to such Shares; (b) present certificates for such Shares for cancellation and transfer on the Company's books; and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby covenants, represents and warrants to the Company that:

(a) the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby, and when and to the extent the same are accepted for payment by the Company, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sales agreements or other obligations relating to the sale or transfer of such Shares, and not subject to any adverse claims;

(b) the undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer, including the undersigned's representation and warranty that (i) the undersigned has a net long position in the Shares or equivalent securities at least equal to the Shares tendered within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended ("Rule 14e-4"), and (ii) such tender of Shares complies with Rule 14e-4;

(c) the undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby; and

(d) the undersigned has read, understands and agrees to all of the terms and conditions of the Offer.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer. The undersigned acknowledges that no interest will be paid on the Class B Purchase Price for tendered Shares regardless of any extension of the Offer or any delay in making payment of such Class B Purchase Price.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and legal representatives of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The name(s) and address(es) of the registered holder(s) should be printed, if they are not already printed above, exactly as they appear on the certificates representing Shares tendered hereby. The certificate numbers, the number of Shares represented by such certificates and the number of Shares that the undersigned wishes to tender should be set forth in the appropriate boxes above. The price at which such Shares are being tendered should be indicated in the box below.

The undersigned understands that the Company will, upon the terms and subject to the conditions of the Offer, determine a single purchase price (not less than $21 nor more than $24 per share), net to the seller in cash without interest, that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"), taking into account the number of shares so tendered and the prices specified by tendering stockholders; such specified price shall only be in multiples of $0.125. The undersigned understands that the Company will select the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares of such class as are properly tendered). The undersigned understands that all shares of Class B Common Stock acquired pursuant to the Offer will be acquired at the one Class B Purchase Price. The undersigned understands that similarly, the Company will determine a single purchase price (not less than $21 nor more than $24 per share), net to the seller in cash, without interest, that it will pay for shares of Common Stock, Class A, par value $0.0005 per share, of the Company ("Class A Common Stock") properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"; each of the Class A Purchase Price and Class B Purchase Price is each referred to as a "Purchase Price"), taking into account the number of shares tendered and the prices specified by tendering stockholders; such specified price shall only be in multiples of $0.125. The undersigned understands that the Company will select the lowest purchase price that will allow it to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares of such class as are properly tendered). The undersigned understands that all shares of Class A Common Stock acquired pursuant to the Offer will be acquired at the one Class A Purchase Price. The undersigned understands that the Class A Purchase Price need not be identical to the Class B Purchase Price.

The undersigned understands that the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, the Company may terminate or amend the Offer or may postpone the acceptance for payment of, or the payment for, Shares tendered or may accept for payment fewer than all of the Shares tendered hereby. In any such event, the undersigned understands that certificate(s) for any Shares not tendered or not purchased will be returned to the undersigned at the address indicated above, unless otherwise indicated in the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" below.

The undersigned understands that acceptance of Shares by the Company for payment will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer.

The aggregate net Class B Purchase Price for the Shares tendered hereby and purchased by the Company will be paid by check issued to the order of the undersigned and mailed to the address indicated above, unless otherwise indicated in the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" below. A separate check will be issued for purchases of Class A Common Stock and purchases of Class B Common Stock. The undersigned acknowledges that the Company has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder(s) thereof, or to order the registration or transfer of any Shares tendered by book-entry transfer, if the Company does not purchase any such Shares.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 7, 8, 11, 14 AND 15.)

To be completed ONLY if certificate(s) for Shares not tendered or not purchased and/or any check for the Class B Purchase Price are to be issued in the name of someone other than the undersigned, or if Shares tendered hereby and delivered by book-entry transfer which are not purchased are to be returned by credit to an account at the Book-Entry Transfer Facility other than that designated above.
Issue: [ ] Check [ ] Share Certificate(s) to:

Name:
- ----------
(PLEASE PRINT)

Address:
- ----------

- ----------
(ZIP CODE)

- ----------
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

[ ] Credit Shares delivered by book-entry transfer and not purchased to the account set forth below:

Account Number:
- ----------

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 2, 4 AND 11.)

To be completed ONLY if certificate(s) for Shares not tendered or not purchased and/or any check for the Class B Purchase Price are to be mailed or sent to someone other than the undersigned, or to the undersigned at an address other than that designated above.
Mail: [ ] Check [ ] Share Certificate(s) to:

Name:
- ----------
(PLEASE PRINT)

Address:
- ----------

- ----------
(ZIP CODE)

- ----------
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

SELECTION OF PURCHASE PRICE

(SEE INSTRUCTION 6).
SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION:

[ ] The undersigned wants to maximize the chance of having the Company purchase all Shares the undersigned is tendering (subject to the proportionality and proration provisions of the Offer). Accordingly, BY CHECKING THIS BOX INSTEAD OF ONE OF THE PRICES BELOW*, the undersigned hereby tenders shares of Class B Common Stock and is willing to accept the Class B Purchase Price resulting from the Dutch Auction tender process. This action will result in receiving a price per Share as low as $21 or as high as $24.

CHECK THE BOX ABOVE OR CHECK ONE BOX BELOW*

SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER:

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE*, the undersigned hereby tenders shares of Class B Common Stock at the price checked. This action could result in none of the Shares being purchased if the Class B Purchase Price for the Shares is less than the price checked. A stockholder who desires to tender Shares at more than one price must complete a separate Letter of Transmittal for each price at which Shares are tendered. The same Shares cannot be tendered at more than one price.

PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED

[ ] $21.00	[ ] $21.675	[ ] $22.25	[ ] $22.875	[ ] $23.50
[ ] $21.125	[ ] $21.75	[ ] $22.375	[ ] $23.00	[ ] $23.675
[ ] $21.25	[ ] $21.875	[ ] $22.50	[ ] $23.125	[ ] $23.75
[ ] $21.375	[ ] $22.00	[ ] $22.675	[ ] $23.25	[ ] $23.875

[ ] $21.50 [ ] $22.125 [ ] $22.75 [ ] $23.375 [ ] $24.00

- ---

* If you do not indicate the purchase price of Shares being tendered, it will be assumed that all Shares are tendered at the Dutch Auction price.

ODD LOTS
(SEE INSTRUCTION 9.)

To be completed ONLY if shares are being tendered by or on behalf of a person owning beneficially or of record as of the close of business on July 27, 1999 and who continues to own beneficially or of record as of the Expiration Date, an aggregate of fewer than 100 shares of Class B Common Stock. The undersigned either (check one box):

[ ] was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of Class B Common Stock, all of which are being tendered; or

[ ] is a broker, dealer, commercial bank, trust company, or other nominee that (a) is tendering for the beneficial owners thereof, shares with respect to which it is the record holder, and (b) believes, based upon representations made to it by such beneficial owners, that such person was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of Class B Common Stock, all of which are being tendered.

IMPORTANT
STOCKHOLDERS SIGN HERE
(PLEASE COMPLETE AND RETURN THE ATTACHED SUBSTITUTE FORM W-9.)

(Must be signed by the registered holder(s) exactly as the name(s) of such holder(s) appear(s) on certificate(s) for Shares or on a security position listing or by person(s) authorized to become the registered holder(s) thereof by certificates and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 7.)

- ---

- ---

SIGNATURE(S) OF OWNER(S)

Dated:
- ---

Name(s):

(PLEASE PRINT)

Capacity (full title):

Address:

(INCLUDE ZIP CODE)

Telephone Number (including area code):

Facsimile Number:

E-mail address:

Taxpayer Identification or Social Security Number:

(SEE SUBSTITUTE FORM W-9.)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 7.)

Authorized Signature:

Dated:
- ---

Name:

(PLEASE PRINT)

Title:

Name of Firm:

Address:

(INCLUDE ZIP CODE)

Telephone Number (including area code):

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. Guarantee of Signatures. No signature guarantee is required if either:

(a) this Letter of Transmittal is signed by the registered holder of the Shares (which term, for purposes hereof, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of such Shares) tendered hereby exactly as the name of such registered holder appears on the certificate(s) for such Shares tendered with this Letter of Transmittal and payment and delivery are to be made directly to such owner unless such owner has completed either the box entitled "Special Payment Instructions" or "Special Delivery Instructions" above; or

(b) such Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each of the foregoing constituting an "Eligible Institution").

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal. See Instruction 7.

2. Delivery of Letter of Transmittal and Certificates; Guaranteed Delivery Procedures. This Letter of Transmittal is to be completed only if certificates for shares are delivered with it to the Depositary (or such certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the Depositary) or if a tender of Shares is being made concurrently pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. The Depositary must receive on or prior to the Expiration Date (a) a properly completed and duly executed Letter of Transmittal or a manually signed facsimile thereof in accordance with the instructions of the Letter of Transmittal, including any required signature guarantees, together with the stock certificates evidencing the tendered shares and any other documents required by the Letter of Transmittal, at one of its addresses set forth on the back cover of the Offer to Purchase, (b) such Shares delivered pursuant to the procedures for book-entry transfer described in Section 3 of the Offer to Purchase (and a confirmation of such delivery is received by the Depositary, including an Agent's Message (as defined below), if the tendering stockholder has not delivered a Letter of Transmittal) or (c) such Shares validly tendered through the Book-Entry Transfer Facility's Automated Tender Offer Program ("ATOP"). The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by the Depositary and forming a part of the Book-Entry Confirmation (as defined in Section 3 of the Offer to Purchase), which states that the Book-Entry Transfer Facility has received an express acknowledgement from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. If certificates are to be forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

Participants in the Book-Entry Transfer Facility may tender their Shares in accordance with ATOP to the extent it is available to such participants for the Shares they wish to tender. A stockholder tendering through ATOP must expressly acknowledge that the stockholder has reviewed and agreed to be bound by the Letter of Transmittal and that the Letter of Transmittal may be enforced by the Company against such stockholder.

Stockholders whose certificates are not immediately available or who cannot deliver certificates and all other required documents to the Depositary before the Expiration Date, or whose Shares cannot be delivered on a timely basis pursuant to the procedure for book-entry transfer, may, in any such case, tender their Shares by or through any Eligible Institution by properly completing and duly executing and delivering a Notice of Guaranteed Delivery (or facsimile of it) and by otherwise complying with the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Company (with any required signature guarantees) must be received by the Depositary prior to the Expiration Date, and (c) certificates for all physically delivered Shares in proper form for transfer or confirmation of book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility of all Shares delivered electronically, in each case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with any required signature guarantees (or, in the case of book-entry transfer an Agent's Message or, in the case of a tender through ATOP, the specified acknowledgement), and all other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange trading days after receipt by the Depositary of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a signature guarantee by an Eligible Institution in the form set forth in such Notice. For Shares to be properly tendered pursuant to the guaranteed delivery procedure, the Depositary must receive the Notice of Guaranteed Delivery on or before the Expiration Date.

THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR SHARES, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

The Company will not accept any alternative, conditional or contingent tenders, nor will it purchase any fractional Shares, except as expressly provided in the Offer to Purchase. All tendering stockholders, by execution of this Letter of Transmittal (or a facsimile hereof), waive any right to receive any notice of the acceptance of their tender.

3. Inadequate Space. If the space provided in the box entitled "Description of Shares Tendered" above is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. Partial Tenders and Unpurchased Shares. (Not applicable to stockholders who tender by book-entry transfer.) If fewer than all of the Shares evidenced by any certificate are to be tendered, fill in the number of Shares that are to be tendered in the column entitled "Number of Shares Tendered" in the box entitled "Description of Shares Tendered" above. In such case, if any tendered Shares are purchased, a new certificate for the remainder of the Shares (including any Shares not purchased) evidenced by the old certificate(s) will be issued and sent to the registered holder(s) thereof, unless otherwise specified in either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" in this Letter of Transmittal, as soon as practicable after the Expiration Date. Unless otherwise indicated, all Shares represented by the certificate(s) set forth above and delivered to the Depositary will be deemed to have been tendered.

5. Class of Shares Tendered. For Shares to be properly tendered, the stockholder must complete the proper Letter of Transmittal. A stockholder wishing to tender shares of Class A Common Stock and shares of Class B Common Stock must complete an appropriate separate Letter of Transmittal for each such class of shares. This Letter of Transmittal may be used to tender shares of Class B Common Stock. The form of Letter of Transmittal for use in tendering shares of Class A Common Stock is available from the Information Agent or the Depositary.

6. Indication of Price at Which Shares are Being Tendered. For Shares to be properly tendered, the stockholder must check the box indicating the price per Share at which such holder is tendering Shares under "PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED" or the box indicating "SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION" in this Letter of Transmittal. ONLY ONE BOX MAY BE CHECKED. IF MORE THAN ONE BOX IS CHECKED, THERE IS NO PROPER TENDER OF SHARES. IF NO BOX IS CHECKED, IT WILL BE ASSUMED THAT THE TENDERING STOCKHOLDER ELECTED TO TENDER THE SHARES AT THE PRICE DETERMINED BY THE DUTCH AUCTION. A stockholder wishing to tender portions of such holder's Shares at different prices must complete a separate Letter of Transmittal for each price at which such holder wishes to tender each such portion of such holder's Shares. The same Shares cannot be tendered (unless previously properly withdrawn as provided in Section 4 of the Offer to Purchase) at more than one price.

7. Signatures on Letter of Transmittal; Stock Powers and Endorsements.

(a) If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without any change whatsoever.

(b) If the Shares tendered hereby are registered in the names of two or more joint holders, each such holder must sign this Letter of Transmittal.

(c) If any tendered Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles hereof) as there are different registrations of certificates.

(d) When this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsement(s) of certificate(s) representing such Shares or separate stock power(s) are required unless payment is to be made, or the certificate(s) for Shares not tendered or not purchased are to be issued to a person other than the registered holder(s) thereof. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the certificate(s) listed, or if payment is to be made or certificate(s) for Shares not tendered or not purchased are to be issued to a person other than the registered holder(s) thereof, such certificate(s) must be endorsed or accompanied by appropriate stock power(s), in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the certificate(s), and the SIGNATURE(S) ON SUCH CERTIFICATE(S) OR STOCK POWER(S) MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION. See Instruction 1.

(e) If this Letter of Transmittal or any certificate(s) or stock power(s) are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, such person should so indicate when signing this Letter of Transmittal and must submit proper evidence satisfactory to the Company of their authority so to act.

8. Stock Transfer Taxes. Except as provided in this Instruction 8, no stock transfer tax stamps or funds to cover such stamps need accompany this Letter of Transmittal. The Company will pay any stock transfer taxes payable on the transfer to it of Shares purchased pursuant to the Offer. If, however, either (a) payment of the Purchase Price for Shares tendered hereby and accepted for purchase is to be made to any person other than the registered holder(s); or (b) Shares not tendered or not purchased are to be registered in the name(s) of any person(s) other than the registered holder(s); or (c) certificate(s) representing tendered shares are registered in the name(s) of any person(s) other than the person(s) signing this Letter of Transmittal, then the Depositary will deduct from such Purchase Price the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person(s) or otherwise) payable on account of the transfer to such person, unless satisfactory evidence of the payment of such taxes or any exemption therefrom is submitted. See Section 5 of the Offer to Purchase.

9. Odd Lots. As described in Section 1 of the Offer to Purchase if the Company purchases fewer than all shares of Class B Common Stock tendered before the Expiration Date and not properly withdrawn, the shares purchased first will consist of all shares of Class B Common Stock properly tendered by any stockholder who owned, beneficially or of record, as of the close of business on July 27, 1999 and as of the Expiration Date, an aggregate of fewer than 100 shares of Class B Common Stock, and who tenders all of such holder's shares of Class B Common Stock at or below the Class B Purchase Price (an "Odd Lot Holder"). This preference will not be available unless the box captioned "Odd Lots" is completed.

10. Order of Purchase in Event of Proration. As described in Section 1 of the Offer to Purchase, stockholders may designate the order in which their Shares are to be purchased in the event of proration. The order of purchase may have an effect on the United States federal income tax treatment of the Purchase Price for the Shares purchased. See Sections 3 and 13 of the Offer to Purchase.

11. Special Payment and Delivery Instructions. If certificate(s) for Shares not tendered or not purchased and/or check(s) are to be issued in the name of a person other than the undersigned or if such certificates and/or checks are to be sent to someone other than the undersigned or to the undersigned at a different address, the box entitled "Special Payment Instructions" and/or the box entitled "Special Delivery Instructions" on this Letter of Transmittal should be completed as applicable and signatures must be guaranteed as described in Instruction 1.

12. Irregularities. All questions as to the number of Shares to be accepted, the price to be paid therefor and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Company in its sole discretion, which determination shall be final and binding on all parties. The Company reserves the absolute right to reject any or all tenders of Shares it determines not to be in proper form or the acceptance of which or payment for which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Offer or any defect or irregularity in any tender with respect to any particular Shares or any particular stockholder, and the Company's interpretation of the terms of the Offer (including these Instructions) will be final and binding on all parties. No tender of Shares will be deemed to be properly made until all defects and irregularities have been cured by the tendering stockholder or waived by the Company. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Company shall determine. None of the Company, the Dealer Manager (as defined in the Offer to Purchase), the Depositary, the Information Agent (as defined in the Offer to Purchase) or any other person is or will be obligated to give notice of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notice.

13. Questions and Requests for Assistance and Additional Copies. Questions and requests for assistance may be directed to, or additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from, the Information Agent or the Dealer Manager at their addresses and telephone numbers set forth on the back

cover of the Offer to Purchase or from brokers, dealers, commercial banks or trust companies.

14. Tax Identification Number and Backup Withholding. United States federal income tax law generally requires that a stockholder whose tendered Shares are accepted for purchase, or such stockholder's assignee (in either case, the "Payee"), provide the Depositary with such Payee's correct Taxpayer Identification Number ("TIN"), which, in the case of a Payee who is an individual, is such Payee's social security number. If the Depositary is not provided with the correct TIN or an adequate basis for an exemption, such Payee may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding in an amount equal to 31% of the gross proceeds received pursuant to the Offer. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each Payee must provide such Payee's correct TIN by completing the Substitute Form W-9 set forth herein, certifying that the TIN provided is correct (or that such Payee is awaiting a TIN) and that (a) the Payee is exempt from backup withholding, (b) the Payee has not been notified by the Internal Revenue Service that such Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified the Payee that such Payee is no longer subject to backup withholding.

If the Payee does not have a TIN, such Payee should (a) consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for instructions on applying for a TIN, (b) write "Applied For" in the space provided in Part 1 of the Substitute Form W-9, and (c) sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the Payee does not provide such Payee's TIN to the Depositary within sixty (60) days, backup withholding will begin and continue until such Payee furnishes such Payee's TIN to the Depositary. Note that writing "Applied For" on the Substitute Form W-9 means that the Payee has already applied for a TIN or that such Payee intends to apply for one in the near future.

If Shares are held in more than one name or are not in the name of the actual owner, consult the W-9 Guidelines for information on which TIN to report.

Exempt Payees (including, among others, all corporations and certain foreign individuals) are not subject to backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt Payee should write "Exempt" in Part 2 of Substitute Form W-9. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed Form W-8 Certificate of Foreign Status, signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Depositary.

15. Withholding on Non-United States Holders. Even if a Non-United States Holder (as defined below) has provided the required certification to avoid backup withholding, the Depositary will withhold United States federal income taxes equal to 30% of the gross payments payable to a Non-United States Holder or such holder's agent unless (a) the Depositary determines that a reduced rate of withholding is available pursuant to a tax treaty or that an exemption from withholding is applicable because such gross proceeds are effectively connected with the conduct of a trade or business within the United States or (b) the Non-United States Holder establishes to the satisfaction of the Company and the Depositary that the sale of shares by such Non-United States Holder pursuant to the Offer will qualify as a "sale or exchange," rather than as a distribution taxable as a dividend for United States federal income tax purposes. For this purpose, a "Non-United States Holder" is any stockholder that for United States federal income tax purposes is not (a) a citizen or resident of the United States, (b) a corporation or partnership created or organized in or under the laws of the United States or any State or division thereof (including the District of Columbia), (c) an estate the income of which is subject to United States federal income taxation regardless of the source of such income, or (d) a trust (i) the administration over which a United States court can exercise primary supervision and (ii) all of the substantial decisions of which one or more United States persons have the authority to control. Notwithstanding the foregoing, to the extent provided in United States Treasury Regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to such date, that elect to continue to be treated as United States persons also will not be Non-United States Holders. In order to obtain a reduced rate of withholding pursuant to a tax treaty, a Non-United States Holder must deliver to the Depositary before the payment a properly completed and executed IRS Form 1001. In order to obtain an exemption from withholding on the grounds that the gross proceeds paid pursuant to the Offer are effectively connected with the conduct of a trade or business within the United States, a Non-United States Holder must deliver to the Depositary a properly completed and executed IRS Form 4224. The Depositary will determine a stockholder's status as a Non-United States Holder and eligibility for a reduced rate of, or an exemption from, withholding by reference to outstanding certificates or statements concerning eligibility for a reduced rate of, or exemption from, withholding (e.g., IRS Form 1001 or IRS Form 4224) unless facts and circumstances indicate that such reliance is not warranted. A Non-United States Holder may be eligible to obtain a refund of all or a portion of any tax withheld if such Non-United States Holder meets the "complete termination," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described in Section 13 of the Offer to Purchase or is otherwise able to establish that no tax or a reduced amount of tax is due.

NON-UNITED STATES HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF UNITED STATES FEDERAL INCOME TAX WITHHOLDING, INCLUDING ELIGIBILITY FOR A WITHHOLDING TAX REDUCTION OR EXEMPTION, AND THE REFUND PROCEDURE.

16. Lost, Stolen, Destroyed or Mutilated Certificates. If any certificate(s) representing Shares has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Depositary by checking the box set forth above and indicating the number of Shares so lost, stolen, destroyed or mutilated. Such stockholder will then be instructed by the Depositary as to the steps that must be taken in order to replace the certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, stolen, destroyed or mutilated certificates have been followed. Stockholders may contact the Depositary at (781) 575-3120 to expedite such process.

THIS LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED (OR MANUALLY SIGNED FACSIMILE HEREOF), TOGETHER WITH CERTIFICATES REPRESENTING SHARES BEING TENDERED OR CONFIRMATION OF BOOK-ENTRY TRANSFER OR, IN THE CASE OF TRANSFER THROUGH ATOP, A SPECIFIC ACKNOWLEDGEMENT, AND ALL OTHER REQUIRED DOCUMENTS, OR A NOTICE OF GUARANTEED DELIVERY, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO 12:00 MIDNIGHT, NEW YORK CITY TIME, ON THE EXPIRATION DATE. STOCKHOLDERS ARE ENCOURAGED TO RETURN A COMPLETED SUBSTITUTE FORM W-9 WITH THIS LETTER OF TRANSMITTAL.

PAYER: EQUISERVE L.P.

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN")	PART 1 -- Taxpayer Identification Number -- for all accounts, enter taxpayer identification number in the box at right and certify by signing and dating below. (If awaiting TIN or Employer TIN:, write "Applied For"). PART 2 -- For payees exempt from backup withholding, please write "EXEMPT" here (see the enclosed Guidelines):	Note: If the account is in more than one name, see the chart in the enclosed Guidelines to determine which number to give the payer.

PART 3 -- Certification -- UNDER PENALTIES OF PERJURY, I CERTIFY THAT (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return and you have not been notified by the IRS that you are no longer subject to backup withholding. (Also see instructions in the enclosed Guidelines.)

Signature: _____ Date: _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that, notwithstanding the information I provided in Part III of the Substitute Form W-9 above (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), if I do not provide a TIN to the Depositary within sixty (60) days, the Depositary is required to withhold 31% of all cash payments made to me thereafter until I provide a number.

Signature: _____ Date: _____

The Information Agent for the Offer is:

MORROW & CO., INC.
445 Park Avenue, 5th Floor
New York, NY 10022
Banks and Brokerage Firms call: (800) 662-5200 (toll free)
Stockholders please call: (800) 566-9061 (toll free)

The Dealer Manager for the Offer is:

CREDIT SUISSE FIRST BOSTON CORPORATION
Eleven Madison Avenue
New York, NY 10010-3629
(800) 881-8320 (toll free)

EXHIBIT (a)(3)

NOTICE OF GUARANTEED DELIVERY
FOR
TENDER OF SHARES OF COMMON STOCK
OF
GARTNER GROUP, INC.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if certificates evidencing shares of Common Stock, Class A, par value $0.0005 per share ("Class A Common Stock"), or Common Stock, Class B, par value $0.0005 per share ("Class B Common Stock", and together with the Class A Common Stock, the "Common Stock" or the "Shares"), of Gartner Group, Inc., a Delaware corporation (the "Company"), are not immediately available, or if the procedure for book-entry transfer set forth in the Offer to Purchase dated July 27, 1999 (the "Offer to Purchase") and the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer") cannot be completed on a timely basis or time will not permit all required documents, including a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), to reach the Depositary prior to the Expiration Date (as defined in the Offer to Purchase).

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered by hand, mail or facsimile transmission to the Depositary. See Section 3 of the Offer to Purchase.

THE METHOD OF DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

The Depositary for the Offer is:

EQUISERVE L.P.

By Overnight Delivery, Certified or Express Mail:	By Hand Delivery:	By Mail:
EquiServe L.P. Corporate Actions 40 Campanelli Drive Braintree, MA 02184	Securities Transfer & Reporting Services, Inc. c/o EquiServe L.P. 100 William Street, Galleria New York, NY 10038	EquiServe L.P. Corporate Actions P.O. Box 9573 Boston, MA 02205-8686

Telephone:
(781) 575-3120

Facsimile Transmission:
(781) 575-4826

Confirm Receipt of Facsimile by Telephone:
(781) 575-4816

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. DELIVERIES TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITORY. DELIVERIES TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITARY.

This Notice of Guaranteed Delivery form is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Offer to Purchase) under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

TO GARTNER GROUP, INC.:

The undersigned hereby tenders to the Company at the price per Share indicated in this Notice of Guaranteed Delivery, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal, receipt both of which is hereby acknowledged, the number of shares specified below pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

DESCRIPTION OF SHARES TENDERED
(ATTACH ADDITIONAL SIGNED LIST, IF NECESSARY)

CLASS OF SHARES BEING TENDERED*: (CHECK ONE BOX ONLY)
[ ] CLASS A COMMON STOCK
[ ] CLASS B COMMON STOCK

CERTIFICATE NUMBER(S)**	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATES	NUMBER OF SHARES TENDERED***
Total shares:		

Indicate in this box the order (by certificate number) in which Shares are to be purchased in event of proration.**** See Instruction 10 of the Letter of Transmittal.

1st: 2nd: 3rd: 4th: 5th:

* Stockholders who desire to tender both Class A Common Stock and Class B Common Stock must complete a separate Notice of Guaranteed Delivery for each class. If you do not indicate the class being tendered, we will review the certificates for the Shares tendered. If all such certificates relate to one class of Shares, the tender will be proper. However, if such certificates relate to more than one class of Shares, the tender will not be proper. See Instruction 5 of the Letter of Transmittal.

** If available. DOES NOT need to be completed by stockholders tendering shares by book-entry transfer.

*** Unless otherwise indicated, it will be assumed that all shares evidenced by each certificate delivered to the Depositary are being tendered hereby. See Instruction 4 of the Letter of Transmittal.

**** If you do not designate an order, in the event less than all Shares tendered are purchased due to proration, Shares will be selected for purchase by the Depositary.

SELECTION OF PURCHASE PRICE

(SEE INSTRUCTION 6 OF LETTER OF TRANSMITTAL)

The undersigned is tendering Shares at a price as follows (check one box):

SHARES TENDERED AT PRICE DETERMINED BY DUTCH AUCTION:

[ ] The undersigned wants to maximize the chance of having the Company purchase all Shares the undersigned is tendering (subject to the proportionality and proration provisions of the Offer to Purchase). Accordingly, BY CHECKING THIS BOX INSTEAD OF ONE OF THE PRICES BELOW*, the undersigned hereby tenders Shares and is willing to accept the Purchase Price resulting from the Dutch Auction tender process. This action will result in receiving a price per Share as low as $21 or as high as $24.

CHECK THE BOX ABOVE OR CHECK ONE BOX BELOW*

SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER:

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE*, the undersigned hereby tenders Shares at the price checked. This action could result in none of the Shares being purchased if the Purchase Price for the Shares is less than the price checked. A stockholder who desires to tender Shares at more than one price must complete a separate Notice of Guaranteed Delivery for each price at which Shares are tendered. The same Shares cannot be tendered at more than one price.

PRICE (IN DOLLARS) PER SHARE AT WHICH SHARES ARE BEING TENDERED

[ ] $21.00	[ ] $21.675	[ ] $22.25	[ ] $22.875	[ ] $23.50
[ ] $21.125	[ ] $21.75	[ ] $22.375	[ ] $23.00	[ ] $23.675
[ ] $21.25	[ ] $21.875	[ ] $22.50	[ ] $23.125	[ ] $23.75
[ ] $21.375	[ ] $22.00	[ ] $22.675	[ ] $23.25	[ ] $23.875
[ ] $21.50	[ ] $22.125	[ ] $22.75	[ ] $23.375	[ ] $24.00

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* If you do not indicate the purchase price of Shares being tendered, it will be assumed that all Shares are tendered at the Dutch Auction price.

ODD LOTS

(SEE INSTRUCTION 9 OF LETTER OF TRANSMITTAL)

To be completed ONLY if shares of a class are being tendered by or on behalf of a person owning beneficially or of record, as of the close of business on July 27, 1999 and who continues to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of a class of Common Stock. The undersigned either (check one box):

[ ] was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own, beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 Shares of the class of Common Stock tendered, all of which are being tendered; or

[ ] is a broker, dealer, commercial bank, trust company or other nominee that (a) is tendering for the beneficial owner thereof Shares with respect to which it is the record holder, and (b) believes, based upon representations made to it by such beneficial owner, that such person was the beneficial or record owner of, as of the close of business on July 27, 1999, and continues to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of the class of Common Stock tendered, all of which are being tendered.

Signature(s):

Name(s) of
Record Holder(s):

Please Type or Print

Address:

Zip Code

Telephone No. (including area code):

Facsimile Number:

E-mail address:

If Shares will be delivered by
book-entry transfer, provide the
following information:

Account Number:

Date:

GUARANTEE

(NOT TO BE USED FOR A SIGNATURE GUARANTEE.)

THE UNDERSIGNED, A BANK, BROKER, DEALER, CREDIT UNION, SAVINGS ASSOCIATION OR OTHER ENTITY WHICH IS A MEMBER IN GOOD STANDING OF THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR A BANK, BROKER, DEALER, CREDIT UNION, SAVINGS ASSOCIATION OR OTHER ENTITY WHICH IS AN "ELIGIBLE GUARANTOR INSTITUTION," AS SUCH TERM IS DEFINED IN RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (EACH OF THE FOREGOING CONSTITUTING AN "ELIGIBLE INSTITUTION"), HEREBY GUARANTEES THE DELIVERY TO THE DEPOSITARY OF THE SHARES TENDERED HEREBY, IN PROPER FORM FOR TRANSFER, OR A CONFIRMATION THAT THE SHARES TENDERED HEREBY HAVE BEEN DELIVERED PURSUANT TO THE PROCEDURE FOR BOOK-ENTRY TRANSFER SET FORTH IN THE OFFER TO PURCHASE INTO THE DEPOSITARY'S ACCOUNT AT THE BOOK-ENTRY TRANSFER FACILITY, TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE THEREOF) OR AN AGENT'S MESSAGE (AS DEFINED IN THE OFFER TO PURCHASE) OR THROUGH ATOP (AS DEFINED IN THE OFFER TO PURCHASE) AND ANY REQUIRED SIGNATURE GUARANTEES OR OTHER REQUIRED DOCUMENTS, ALL WITHIN THREE (3) NEW YORK STOCK EXCHANGE TRADING DAYS AFTER RECEIPT BY THE DEPOSITARY OF THIS NOTICE OF GUARANTEED DELIVERY.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and certificates representing shares or a confirmation of book-entry transfer or, in the case of transfer through ATOP, a specified acknowledgement to the Depositary within the time period set forth herein. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm:

Address:

Zip Code

Telephone No. (Including area code):

Authorized Signature:

Name:

Please Print

Title:

Date:

NOTE: DO NOT SEND SHARE CERTIFICATES WITH THIS FORM. CERTIFICATES FOR SHARES SHOULD BE SENT WITH THE LETTER OF TRANSMITTAL.

EXHIBIT (a)(4)

[CREDIT SUISSE FIRST BOSTON LETTERHEAD]

GARTNER GROUP, INC.
OFFER TO PURCHASE FOR CASH
UP TO 15,700,000 SHARES OF COMMON STOCK,
CONSISTING OF
UP TO 9,600,000 SHARES OF CLASS A COMMON STOCK AND
UP TO 6,100,000 SHARES OF CLASS B COMMON STOCK,
EACH AT A PURCHASE PRICE NOT LESS THAN $21
NOR MORE THAN $24 PER SHARE

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

July 27, 1999

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Gartner Group, Inc., a Delaware corporation (the "Company"), has engaged us to act as Dealer Manager in connection with its offer to purchase up to 15,700,000 shares (or such lesser number of shares as are properly tendered) of its Common Stock, par value $0.0005 per share, consisting of up to 9,600,000 shares of Common Stock, Class A, par value $0.0005 per share ("Class A Common Stock"), and up to 6,100,000 shares of Common Stock, Class B, par value $0.0005 per share ("Class B Common Stock"; together with the Class A Common Stock, the "Shares" or the "Common Stock"), at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest, as specified by stockholders tendering their Shares, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 27, 1999 (the "Offer to Purchase") and in the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

The Company will, upon the terms and subject to the conditions of the Offer, determine the single per share price, not less than $21 nor more than $24 per share, net to the seller in cash, without interest, that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares of Class A Common Stock so tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares of Class A Common Stock as are properly tendered). All shares of Class A Common Stock acquired pursuant to the Offer will be acquired at the one Class A Purchase Price.

Similarly, the Company will determine the single per Share price, not less than $21 nor more than $24 per Share, net to the seller in cash, without interest, that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; each of the Class A Purchase Price and Class B Purchase Price is referred to as a "Purchase Price"), taking into account the number of shares of Class B Common Stock so tendered and the prices specified by tendering stockholders. The Company will select the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares of Class B Common Stock as are properly tendered). All shares of Class B Common Stock acquired pursuant to the Offer will be acquired at the one Class B Purchase Price. The Class A Purchase Price and Class B Purchase Price need not be identical.

Notwithstanding the foregoing, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

Subject to the foregoing, all shares of a class of Common Stock properly tendered prior to the Expiration Date (as defined in the Offer to Purchase) at prices at or below the Purchase Price for that class and not properly withdrawn, will be purchased at such Purchase Price, upon the terms and subject to the conditions of the Offer, including the proportionality and proration provisions. Shares tendered at prices in excess of such Purchase Price and shares not purchased because of the proportionality and proration provisions will be returned at the Company's expense to the stockholders who tendered such shares.

The Company reserves the right, in its sole discretion, to purchase more than an aggregate of 15,700,000 shares pursuant to the Offer; provided that the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999.

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS.

Upon the terms and subject to the conditions of the Offer, if at the Expiration Date more than 9,600,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or in each case such greater number of shares as the Company may elect to purchase) are properly tendered at or below the Class A or Class B Purchase Price, respectively, and not properly withdrawn, the Company will buy shares of a given class first from any person (an "Odd Lot Holder") who owned beneficially or of record as of the close of business on July 27, 1999 and who continues to own beneficially or of record as of the Expiration Date, an aggregate of fewer than 100 shares of such class and so certified in the appropriate place on the Letter of Transmittal (and, if applicable, on a Notice of Guaranteed Delivery), and who properly tenders all such person's shares of such class at or below the applicable Purchase Price, and then on a pro rata basis from all other stockholders who properly tender shares of that class at prices at or below the applicable Purchase Price (and do not properly withdraw such shares prior to the Expiration Date).

For your information and for forwarding to those of your clients for whom you hold shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase dated July 27, 1999;

2. The Letters of Transmittal for your use and for the information of your clients (together with the accompanying Substitute Form W-9). Different Letters of Transmittal are to be used to tender shares of Class A Common Stock and shares of Class B Common Stock. Copies of each separate form are enclosed. Facsimile copies of the Letters of Transmittal (with manual signatures) may be used to tender Shares;

3. A letter to the stockholders of the Company dated July 27, 1999 from Michael D. Fleisher, Executive Vice President and Chief Financial Officer of the Company;

4. The Notice of Guaranteed Delivery to be used to accept the Offer and tender Shares pursuant to the Offer if none of the procedures for tendering Shares set forth in the Offer to Purchase can be completed on a timely basis;

5. A printed form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with an Instruction Form provided for obtaining such clients' instructions with regard to the Offer;

6. Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9; and

7. A return envelope addressed to EquiServe L.P., as Depositary for the Offer (the "Depositary").

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

In order to take advantage of the Offer, a duly executed and properly completed Letter of Transmittal (or a manually signed facsimile thereof) including any required signature guarantees and any other required documents should be sent to the Depositary together with either certificate(s) representing tendered Shares or timely confirmation of their book-entry transfer, in accordance with the instructions set forth in the Offer to Purchase and the related Letter of Transmittal.

Holders of Shares whose certificate(s) for such Shares are not immediately available or who cannot deliver such certificate(s) and all other required documents to the Depositary, or complete the procedures for book-entry transfer, prior to the Expiration Date may tender their Shares according to the procedure for guaranteed delivery set forth in Section 3 of the Offer to Purchase.

No fees or commissions will be payable by the Company or any officer, director, stockholder, agent or other representative of the Company to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer (other than fees paid to Credit Suisse First Boston Corporation, as Dealer Manager, or Morrow & Co., Inc., as Information Agent, as described in the Offer to Purchase). The Company will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients whose Shares are held by you as a nominee or in a fiduciary capacity. The Company will pay or cause to be paid any stock transfer taxes applicable to its purchase of Shares, except as otherwise provided in the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to Credit Suisse First Boston Corporation, as Dealer Manager, Eleven Madison Avenue, New York, New York 10010-3629, (800) 881-8320 (toll free), or to Morrow & Co., Inc., as Information Agent, 445 Park Avenue, Fifth Floor, New York, NY 10022, (800) 662-5200 (toll free). Requests for additional copies of the enclosed materials may be directed to the Dealer Manager or the Information Agent at their respective addresses and telephone numbers set forth above.

Very truly yours,

CREDIT SUISSE FIRST BOSTON CORPORATION

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

EXHIBIT (a)(5)

GARTNER GROUP, INC.
OFFER TO PURCHASE FOR CASH
UP TO 15,700,000 SHARES OF COMMON STOCK,
CONSISTING OF
UP TO 9,600,000 SHARES OF CLASS A COMMON STOCK AND
UP TO 6,100,000 SHARES OF CLASS B COMMON STOCK,
EACH AT A PURCHASE PRICE NOT LESS THAN $21 NOR
MORE THAN $24 PER SHARE

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

July 27, 1999

To Our Clients:

Enclosed for your consideration are the Offer to Purchase dated July 27, 1999 (the "Offer to Purchase") and the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer") in connection with the offer by Gartner Group, Inc., a Delaware corporation (the "Company"), to purchase up to 15,700,000 shares of its Common Stock, par value $0.0005 per share, consisting of up to 9,600,000 shares of Common Stock, Class A ("Class A Common Stock") and 6,100,000 shares of Common Stock, Class B ("Class B Common Stock"; together with the Class A Common Stock, the "Shares" or the "Common Stock"), at prices not less than $21 nor more than $24 per share, net to the seller in cash, without interest, as specified by stockholders tendering their Shares, upon the terms and subject to the conditions of the Offer.

The Company will, upon the terms and subject to the conditions of the Offer, determine the single per share price, not less than $21 nor more than $24 per share, net to the seller in cash, without interest, that it will pay for shares of Class A Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class A Purchase Price"), taking into account the number of shares of Class A Common Stock so tendered and the prices specified by tendering stockholders. Such purchase price will be the lowest purchase price that will allow the Company to buy 9,600,000 shares of Class A Common Stock (or such lesser number of shares as are properly tendered).

Similarly, the Company will determine the single per share price, not less than $21 nor more than $24 per share, net to the seller in cash, without interest, that it will pay for shares of Class B Common Stock properly tendered pursuant to the Offer and not properly withdrawn (the "Class B Purchase Price"; the Class A Purchase Price and Class B Purchase Price are each referred to as a "Purchase Price"), taking into account the number of shares of Class B Common Stock so tendered and the prices specified by tendering stockholders. Such purchase price will be the lowest purchase price that will allow it to buy 6,100,000 shares of Class B Common Stock (or such lesser number of shares as are properly tendered). The Class A Purchase Price and the Class B Purchase Price need not be identical.

Notwithstanding the foregoing, however, the Class A Common Stock and Class B Common Stock shall only be repurchased in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and

the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

Subject to the foregoing, all shares of a class properly tendered prior to the Expiration Date (as defined in the Offer to Purchase) at prices at or below the applicable Purchase Price, and not properly withdrawn, will be purchased at the applicable Purchase Price, upon the terms and subject to the conditions of the Offer, including the proportionality and proration provisions. All shares of a class acquired in the Offer will be acquired at the Purchase Price for that class. Shares tendered at prices in excess of the applicable Purchase Price and shares not purchased because of the proportionality and proration provisions will be returned at the Company's expense to the stockholders who tendered such shares.

The Company reserves the right, in its sole discretion, to purchase more than an aggregate of 15,700,000 shares of Common Stock pursuant to the Offer, provided that the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding on July 26, 1999.

Upon the terms and subject to the conditions of the Offer, if at the Expiration Date more than 9,600,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or in each case such greater number of shares of such class as the Company may elect to purchase) are properly tendered at or below the Purchase Price for such class and not properly withdrawn, the Company will buy shares of such class first from any person (an "Odd Lot Holder") who owned beneficially or of record, as of the close of business on July 27, 1999, and who continues to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of such class and so certified in the appropriate place on the Letter of Transmittal (and, if applicable, on a Notice of Guaranteed Delivery) and who properly tenders all such person's shares of such class at or below the applicable Purchase Price, and then on a pro rata basis from all other stockholders who properly tender shares of such class at prices at or below the applicable Purchase Price (and do not properly withdraw such shares prior to the Expiration Date).

A TENDER OF YOUR SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD THEREOF AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER YOUR SHARES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request instructions as to whether you wish to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions of the Offer.

Please note the following:

1. Shares may be tendered at prices not less than $21 nor more than $24 per share, or at the price determined by the "Dutch Auction" tender process as indicated in the attached Instruction Form, net to the seller in cash, without interest. You should mark the box entitled "Shares Tendered at Price Determined by Dutch Auction" if you are willing to accept the Purchase Price resulting from the Dutch Auction tender process. This could result in your receiving the minimum price of $21 per share. If you do not mark any box under "Selection of Purchase Price," it will be assumed that you elected to tender Shares at the Dutch Auction price.

2. You may designate the order in which the Company will purchase your shares in the event of proration.

3. The Offer is not conditioned on any minimum number of Shares being tendered. The Offer is, however, subject to certain other conditions set forth in the Offer to Purchase.

4. The Offer, proration period and withdrawal rights will expire at 12:00 Midnight, New York City time, on Tuesday, August 24, 1999, unless the Offer is extended.

5. The Offer is for 15,700,000 shares of Common Stock, consisting of 9,600,000 shares of Class A Common Stock and 6,100,000 shares of Class B Common Stock, constituting in the aggregate approximately 15% of the Shares outstanding as of July 17, 1999. However, the Company will only

repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 17, 1999. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

6. The Board of Directors of the Company has approved the Offer. However, neither the Company nor its Board of Directors nor the Dealer Manager (as defined in the offer to Purchase makes any recommendation to stockholders as to whether to tender or refrain from tendering Shares. Each stockholder must make the decision whether to tender such stockholder's Shares and, if so, how many Shares to tender and at the price or prices at which such Shares should be tendered.

7. Tendering stockholders will not be obligated to pay any brokerage fees or commissions or solicitation fees to the Company or the Dealer Manager, the Depositary, or the Information Agent (each as defined in the Offer to Purchase) or, except as set forth in the Offer to Purchase and the Letter of Transmittal, stock transfer taxes on the transfer of Shares pursuant to the Offer.

If (i) you owned beneficially or of record, as of the close of business on July 27, 1999 and continue to own beneficially or of record, as of the Expiration Date, an aggregate of fewer than 100 shares of a class; (ii) you instruct us to tender on your behalf all such shares at or below the applicable Purchase Price prior to the Expiration Date; and (iii) you complete the section entitled "Odd Lots" in the attached Instruction Form, the Company, upon the terms and subject to the conditions of the Offer, will accept all such shares for purchase before proration, if any, of the purchase of other shares of that class properly tendered at or below the applicable Purchase Price.

If you wish to tender shares of both Class A Common Stock and Class B Common Stock, you must complete a separate Instruction Form for each class of shares so tendered. We must submit separate Letters of Transmittal on your behalf for each such class of shares. Moreover, if you wish to tender portions of your Shares at different prices, you must complete a separate Instruction Form for each price at which you wish to tender each such portion of your Shares. We must submit separate Letters of Transmittal on your behalf for each such price you will accept for each such portion tendered. The same shares cannot be tendered at more than one price.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the attached Instruction Form. An envelope to return your Instruction Form to us is enclosed. If you authorize us to tender your Shares, all such Shares will be tendered unless otherwise indicated on the attached Instruction Forms.

PLEASE FORWARD YOUR INSTRUCTION FORMS TO US AS SOON AS POSSIBLE TO ALLOW US AMPLE TIME TO TENDER YOUR SHARES ON YOUR BEHALF PRIOR TO THE EXPIRATION OF THE OFFER.

As described in the Offer to Purchase, if more than 9,6000,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or in each case such greater number of Shares as the Company may elect to purchase) have been properly tendered at or below the applicable Purchase Price and not properly withdrawn prior to the Expiration Date, the Company will purchase tendered shares of such class on the basis set forth below:

1. first, the Company will purchase all shares of such class properly tendered and not properly withdrawn prior to the Expiration Date by any Odd Lot Holder who:

   (a) tenders all shares of such class owned beneficially or of record by such Odd Lot Holder at a price at or below the applicable Purchase Price (tenders of less than all shares of such class owned by such Odd Lot Holder will not qualify for this preference); and

   (b) completes the box captioned "Odd Lots" in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery; and

2. second, after purchasing of all of the foregoing shares of such class, the Company will purchase all other shares of such class properly tendered at prices at or below the applicable Purchase Price and not properly withdrawn prior to the Expiration Date, on a pro rata basis (with appropriate adjustments to avoid purchases of fractional shares) as described in the Offer to Purchase.

The Offer is being made solely pursuant to the Offer to Purchase and the related Letter of Transmittal and is being made to all holders of Shares who were holders as of July 27, 1999. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares residing in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the securities or other laws of such jurisdiction.

GARTNER LOGO EXHIBIT (a)(6)

Gartner Group, Inc.
56 Top Gallant Road
Stamford, CT 06904

July 27, 1999

To Our Stockholders:

Gartner Group, Inc. (the "Company") is offering to purchase up to 15,700,000 shares of Common Stock, consisting of up to 9,600,000 shares of Class A Common Stock and up to 6,100,000 shares of Class B Common Stock (the Class A Common Stock and Class B Common Stock are referred to collectively as the "Shares" or the "Common Stock") from existing stockholders (the "Offer"). The Shares will be purchased at prices not less than $21 nor more than $24 per share. The Company is conducting the offer through a procedure commonly referred to as a "Dutch Auction." This procedure allows you to select the price within the specified price range at which you are willing to sell your Shares to the Company or to accept the Purchase Price resulting from the Dutch Auction tender process. The actual purchase price will be determined by the Company in accordance with the terms of the offer.

Since the Company is offering to purchase both Class A Common Stock and Class B Common Stock, a separate Purchase Price will be determined for each class based on the shares of each class tendered and the prices for such shares selected by the tendering stockholders. The Class A Purchase Price will be the lowest purchase price that will allow the Company to buy 9,600,000 shares of Class A Common Stock (or such lower number of shares of Class A Common Stock as are properly tendered). Similarly, the Class B Purchase Price will be the lowest purchase price that will allow the Company to buy 6,100,000 shares of Class B Common Stock, or such lower number of shares of Class B Common Stock as are properly tendered).

Notwithstanding the foregoing, the Company will only purchase Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the numbers of shares of the two classes outstanding as of July 26, 1999. At such date, the ratio of Class A Common Stock outstanding to Class B Common Stock outstanding was 61.1 to 38.9. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of such class so purchased.

All shares of Class A Common Stock that are purchased under the Offer will be purchased at the same Class A Purchase Price, determined as provided above, and all shares of Class B Common Stock that are purchased under the Offer will be purchased at the same Class B Purchase Price, determined as provided above.

Any stockholder whose Shares are properly tendered directly to EquiServe L.P., the depositary for the Offer (the "Depositary"), and purchased pursuant to the Offer, will receive the net purchase price in cash, without interest, and will not incur the usual transaction costs associated with open market sales or any fees to Credit Suisse First Boston Corporation, the dealer manager for the Offer (the "Dealer Manager"), Morrow & Co., Inc., the information agent for the Offer (the "Information Agent") or the Depositary. Stockholders holding shares through brokers or banks are urged to consult the brokers or banks to determine whether transaction costs apply if shares are tendered through the brokers or banks and not directly to the Depositary.

The terms and conditions of the Offer are explained in detail in the enclosed Offer to Purchase and the related Letter of Transmittal. I encourage you to read these materials carefully before making any decision with respect to the offer. The instructions on how to tender Shares are also explained in detail in the accompanying materials.

None of the Company, the Board of Directors of the Company nor Credit Suisse First Boston Corporation makes any recommendation to stockholders as to whether to tender or refrain from tendering their Shares. Each stockholder must make the decision whether to tender Shares and, if so, how many shares of each class to tender and the price or prices at which such shares should be tendered. The directors and executive officers of the Company have agreed not to tender any Shares pursuant to the Offer.

The Offer will expire at 12:00 Midnight, New York City time, on Tuesday, August 24, 1999, unless extended by the Company. If you have any questions regarding the offer or need assistance in tendering Shares, please contact Morrow & Co., Inc., the Information Agent for the Offer. Individual stockholders may reach the Information Agent at (800) 566-9061, and banks and brokerage firms may reach the Information Agent at (800) 662-5200. In addition banks, brokerage firms, and stockholders may contact Credit Suisse First Boston Corporation, the Dealer Manager for the Offer, at (800) 881-8320.

Sincerely,
GARTNER GROUP, INC.

Michael D. Fleisher
Executive Vice President and Chief
Financial Officer

EXHIBIT (a)(7)

IMMEDIATE ATTENTION REQUIRED

Re: IMS Health Incorporated Savings Plan

Dear Plan Participant:

All or a portion of your individual account in the IMS Health Incorporated Savings Plan (the "Plan") is invested in common stock of IMS Health Incorporated ("IMS Health"), through the trust fund established and maintained under the Plan. As a beneficial owner of the common stock of IMS Health ("IMS Shares"), you received a dividend of shares of Gartner Group, Inc. Class B common stock ("Class B Shares") pursuant to the spinoff of most of IMS Health's interest in Gartner Group, Inc. ("GartnerGroup") (the "Spin-Off"). The Class B Shares you received pursuant to the dividend were credited to your Plan account in a "Legacy Fund". GartnerGroup has commenced a tender offer for 6,100,000 shares of its Class B common stock. Under the terms of the Plan, you have the power and responsibility for directing responses to tender offers with respect to the Class B Shares credited to your Plan account.

Enclosed are tender offer materials and a YELLOW Direction Form that require your immediate attention. Also enclosed is a list of Questions and Answers to help you better understand the tender offer as it relates to Plan participants. Please refer to the letter from Michael D. Fleisher, Executive Vice President and Chief Financial Officer of GartnerGroup and the Questions and Answers following that letter for more information about the tender offer in general. These materials describe an offer by GartnerGroup to purchase Class B Shares and Gartner Group, Inc. Class A Stock ("Class A Shares") at prices not less than $21 nor more than $24 per share. As described below, you have the right to instruct Bankers Trust Company ("Bankers Trust"), as Trustee of the Plan, concerning whether and on what terms to tender Class B Shares credited to your Plan account.

IF YOU WISH TO PARTICIPATE IN THE TENDER OFFER, YOU MUST COMPLETE THE ENCLOSED DIRECTION FORM AND RETURN IT TO BANKERS TRUST IN THE ENCLOSED RETURN ENVELOPE SO THAT IT IS RECEIVED BY 5:00 P.M. NEW YORK CITY TIME, ON AUGUST 20, 1999, UNLESS THIS DEADLINE IS EXTENDED.

IN ACCORDANCE WITH THE TERMS OF THE PLAN, PARTICIPANTS WHO HAVE SUCCESSFULLY TENDERED CLASS B SHARES WILL NOT RECEIVE CASH. CASH RECEIVED FOR TENDERED CLASS B SHARES WILL BE CREDITED TO YOUR ACCOUNT AND AUTOMATICALLY INVESTED IN THE FIXED INCOME FUND OF THE PLAN AS SOON AS ADMINISTRATIVELY PRACTICABLE. ACCOUNT BALANCES IN THE FIXED INCOME FUND MAY THEN BE TRANSFERRED PURSUANT TO THE TERMS OF THE PLAN. NEITHER THE SUCCESSFUL TENDER OF ANY OF YOUR CLASS B SHARES NOR THE INVESTMENT OF THE TENDER PROCEEDS IN THE FIXED INCOME FUND WILL CAUSE YOU TO RECOGNIZE ANY CURRENT TAXABLE GAIN OR LOSS.

IF YOU DO NOT WISH TO PARTICIPATE IN THE TENDER OFFER, YOU MAY DIRECT BANKERS TRUST NOT TO PARTICIPATE BY CHECKING "BOX A" ON THE YELLOW DIRECTION FORM AND RETURNING THIS FORM TO BANKERS TRUST. ALSO, IF BANKERS TRUST DOES NOT RECEIVE A TIMELY, PROPERLY COMPLETED, SIGNED ORIGINAL YELLOW DIRECTION FORM FROM YOU, BANKERS TRUST WILL DEEM YOU TO HAVE DIRECTED BANKERS TRUST NOT TO TENDER ANY CLASS B SHARES.

The remainder of this letter summarizes the transaction, your rights under the Plan and the procedures for completing the Direction Form. You should also review the more detailed explanation provided in the Offer to Purchase and the related Letter of Transmittal enclosed with this letter.

BACKGROUND

GartnerGroup has commenced a tender offer to purchase up to 6,100,000 Class B Shares at prices not less than $21 nor more than $24 per share and up to 9,600,000 Class A Shares at prices not less than $21 nor more than $24 per share. This type of tender offer is commonly referred to as a "Dutch Auction" tender offer. The enclosed Offer to Purchase dated July 27, 1999 (the "Offer to Purchase") and the related Letter of Transmittal (together with the Offer to Purchase, the "Offer") set forth the objectives, terms and conditions of the Offer and are being provided to all of GartnerGroup's shareowners. As described in more detail below under "How the Offer Works", GartnerGroup will determine the single price per share between $21 and $24 that it will apply for Class B Shares properly tendered in the Offer. Subject to certain terms of the Offer described in this letter and in the Offer to Purchase, this price will be the lowest price that will allow GartnerGroup to buy 6,100,000 Class B Shares. Class B Shares tendered at prices above this price will not be accepted by GartnerGroup.

GartnerGroup's Offer extends to the Class B Shares held by the Plan. As of July 27, 1999, the Plan held approximately 41,040 Class B Shares. Only Bankers Trust, as Trustee of the Plan, can tender these Class B Shares on behalf of Plan participants. Nonetheless, as a Plan participant and the named fiduciary of your account, you have the right under the terms of the Plan to direct Bankers Trust whether or not to tender some or all of the Class B Shares credited to your individual account in the Plan. If you direct Bankers Trust to tender any of the Class B Shares credited to your individual account, you must also specify the price or prices at which the Class B Shares should be tendered, which may include the per Share purchase price determined by GartnerGroup in accordance with the terms of the Offer.

Please note that the actual tender of Class B Shares credited to your individual account under the Plan can be made only by Bankers Trust as the owner of record. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER DIRECTLY CLASS B SHARES CREDITED TO YOUR INDIVIDUAL ACCOUNT UNDER THE PLAN.

NEITHER BANKERS TRUST, IMS HEALTH, GARTNERGROUP, THE BOARD OF DIRECTORS OF GARTNERGROUP OR IMS HEALTH NOR ANY OTHER PERSON MAKES ANY RECOMMENDATIONS AS TO WHETHER TO DIRECT THE TENDER OF SHARES, THE PRICE AT WHICH TO TENDER, OR WHETHER TO REFRAIN FROM DIRECTING THE TENDER OF SHARES. EACH PARTICIPANT MUST MAKE HIS OR HER OWN DECISION ON THESE MATTERS. AS A NAMED FIDUCIARY WITH RESPECT TO HIS OR HER ACCOUNT, EACH PARTICIPANT IS SOLELY RESPONSIBLE FOR THE CONSEQUENCES OF HIS OR HER OWN DECISIONS REGARDING TENDER.

CONFIDENTIALITY

TO ASSURE THE CONFIDENTIALITY OF YOUR DECISION, BANKERS TRUST AND ITS AFFILIATES OR AGENTS WILL TABULATE THE DIRECTION FORMS SUBMITTED BY PARTICIPANTS. IN ADDITION, IMS HEALTH, BANKERS TRUST AND THE PLAN RECORD KEEPER HAVE ADOPTED PROCEDURES TO ENSURE THAT TO THE EXTENT THAT ANY GARTNERGROUP OR IMS HEALTH PERSONNEL HAVE ACCESS TO INFORMATION RELATING TO YOUR DECISION FOR THE PURPOSE OF ADMINISTERING THE PLAN AND MAINTAINING RECORDS NEEDED TO COMPLY WITH ANY APPLICABLE LAWS, SUCH INFORMATION WILL BE KEPT CONFIDENTIAL BY THEM.

HOW THE OFFER WORKS

The details of the Offer are described in the enclosed materials, which you should review carefully. The following is a general summary of how the transaction will work with respect to Plan participants, subject to the terms and conditions of the Offer:

- GartnerGroup has offered to purchase up to 6,100,000 of its Class B Shares at a single per share price not less than $21 nor more than $24 per Share and and up to 9,600,000 of its Class A Shares at a single per share price not less than $21 nor more than $24 per share.

- After the expiration date of the Offer, GartnerGroup will determine the lowest single per Share price (not less than $21 nor more than $24 per share), that allows GartnerGroup to purchase up to 6,100,000 Class B Shares (the "Purchase Price") and the lowest single per Class A Share price (not less than $21 nor more than $24 per share), that allows GartnerGroup to purchase up to 9,600,000 Class A Shares.

- Unless the Offer is terminated, amended in accordance with its terms or the number of Class B Shares that GartnerGroup offers to purchase is reduced, GartnerGroup will pay the Purchase Price for all Class B Shares validly tendered at or below the Purchase Price and not withdrawn upon the terms and subject to the conditions of the Offer. If at the expiration of the Offer, more than 6,100,000 Class B Shares (or such greater number as GartnerGroup may elect to purchase pursuant to the Offer) have been validly tendered and not withdrawn, GartnerGroup will first purchase Class B Shares tendered at or below the Purchase Price by shareowners who hold less than 100 Class B Shares and tendered all such Class B Shares. GartnerGroup will then purchase a pro rata portion of the remaining Class B Shares tendered. The same per Share Purchase Price will be paid for all Class B Shares tendered on behalf of participants at or below the Purchase Price and accepted for purchase by GartnerGroup.

- Notwithstanding the foregoing, GartnerGroup will only purchase Class A Shares and Class B Shares in the same proportion as the ratio of the number of Class A Shares and Class B Shares outstanding. As such, if an insufficient number of shares of either class of stock is tendered, the number of shares of the other class of stock purchased under the Offer will be reduced to maintain such proportion of repurchased shares of each class. If the number of shares of a class of stock is reduced, the price per share of such class will be determined based on the reduced number of shares and the prices specified by participants in the Offer.

- Shares tendered at prices above the purchase price determined by GartnerGroup, as described above, will not be purchased in the tender offer.

- If you want any of the Class B Shares credited to your individual account in the Plan sold pursuant to the Offer, you must instruct Bankers Trust by completing the enclosed YELLOW Direction Form and returning it in the enclosed return envelope.

- In order to be valid, your Direction Form must be RECEIVED by Bankers Trust no later than 5:00 P.M. New York City time, on August 20, 1999 ("Deadline"), unless the Deadline is extended by Bankers Trust. Participants will be notified of any such extension.

- You need to specify on the Direction Form the per Share price(s), which cannot be less than $21 nor more than $24, at which you wish to tender the Class B Shares credited to your individual account in the Plan. The per Share price(s) you specify may be a specific amount (in multiples of $.125) and/or the Purchase Price (defined below) ultimately determined by GartnerGroup in accordance with the terms of the Offer.

- If you own beneficially or of record as of the Deadline, an aggregate of fewer than 100 Class B Shares (in total, including the Plan, the employee stock purchase plan or otherwise) and you tendered all of such Class B Shares check the Odd Lot Box.

- The Direction Form should be returned to Bankers Trust at Bankers Trust, P.O. Box 1997, New York, NY 10117-0024. If Bankers Trust (i) does not RECEIVE a complete, signed, original Direction Form

from you by the Deadline with respect to the Class B Shares credited to your individual account or (ii) receives an incomplete or improperly completed Direction Form from you, Bankers Trust will automatically deem you to have instructed Bankers Trust to NOT tender any of such Class B Shares in response to the Offer, and Bankers Trust will not tender any such Class B Shares. NO COPY, OVERNIGHT DELIVERY, FACSIMILE OR OTHER ELECTRONIC TRANSMITTALS OF THE DIRECTION FORM WILL BE ACCEPTED. THE METHOD OF DELIVERY OF THIS DIRECTION FORM IS AT THE OPTION AND RISK OF THE TENDERING PARTICIPANT. CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

- After the Deadline for returning the Direction Form to Bankers Trust, Bankers Trust and its affiliates or agents will complete the tabulation of all directions and Bankers Trust, as Trustee, will tender the appropriate number of Class B Shares. For purposes of this tabulation, the number of Class B Shares credited to your individual account has been calculated based upon the number of Class B Shares held by the Plan immediately following the Spin-Off. This number appears on your Direction Form.

- If you direct the tender of any Class B Shares credited to your individual account at a price in excess of the Purchase Price as finally determined, those Class B Shares will not be purchased, and the portion of your individual account previously invested in Class B Shares will remain unchanged.

PROCEDURE FOR DIRECTING TRUSTEE

A Direction Form for making your direction is enclosed. If you wish to respond to the Offer with respect to any of the Class B Shares credited to your account in the Plan, you must complete, sign and return the enclosed YELLOW Direction Form in the return envelope so that it is RECEIVED at Bankers Trust Company, P.O. Box 1997, New York, NY 10117-0024 not later than 5:00 P.M. New York City time, on August 20, 1999, unless this Deadline is extended. If your original Direction Form is not received by this Deadline, or if it is not fully or properly completed and signed, Bankers Trust will not tender any of your Class B Shares in response to the Offer. The number of Class B Shares credited to your individual account is provided on the attached Direction Form.

To properly complete your Direction Form, you must do the following:

(1) On the face of the Direction Form, check either Box A or B. CHECK ONLY ONE BOX:

- CHECK BOX A if you do not want any of the Class B Shares credited to your individual account tendered for sale at any price and simply want the Plan to continue holding such Class B Shares. IF YOU DO NOT WISH TO TENDER ANY CLASS B SHARES CREDITED TO YOUR ACCOUNT, YOU MAY, BUT ARE NOT REQUIRED, TO RETURN THE DIRECTION FORM.

- CHECK BOX B in all other cases and complete the table immediately below Box B. Specify the percentage of Class B Shares credited to your individual account that you want to tender at each price indicated. You may direct the tender of certain percentages of Class B Shares credited to your individual account at different prices, including the Purchase Price ultimately determined by GartnerGroup in accordance with the terms of the Offer. To direct the tender of your Class B Shares at different prices you must state the percentage (in whole numbers) of Class B Shares to be sold at each indicated price by filling in the percentage of such Class B Shares (based on the number of Class B Shares credited to your account immediately following the Spin-Off) on the line immediately before the price. Leave a line blank if you want no Class B Shares tendered at that price. THE TOTAL PERCENTAGE OF CLASS B SHARES REFLECTING YOUR INTEREST IN GARTNERGROUP STOCK MAY NOT EXCEED 100%, BUT IT MAY BE LESS THAN OR EQUAL TO 100%. IF THIS AMOUNT IS LESS THAN 100%, YOU WILL BE DEEMED TO HAVE INSTRUCTED BANKERS TRUST NOT TO TENDER THE BALANCE OF THE CLASS B SHARES CREDITED TO YOUR INDIVIDUAL ACCOUNT UNDER THE PLAN.

(2) CHECK THE ODD LOT BOX if you own beneficially or of record as of the close of business on July 27, 1999, and you do not intend to increase or decrease such ownership prior to the Deadline, an aggregate of fewer than 100 Class B Shares (in total, including the Plan, the employee stock purchase plan or otherwise) and you intend to tender all of such Class B Shares. Specify the percentage of Class B Shares credited to your individual account that you want to tender at each price indicated pursuant to BOX B above. THE TOTAL PERCENTAGE OF CLASS B SHARES REFLECTING YOUR INTEREST IN GARTNERGROUP STOCK MUST EQUAL 100%.

(3) Date and sign the Direction Form in the space provided.

(4) Return the original Direction Form in the enclosed return envelope so that it is RECEIVED by Bankers Trust at the address on the return envelope not later than 5:00 P.M. New York City time, August 20, 1999, unless the Deadline is extended. NO COPY, OVERNIGHT DELIVERY, FACSIMILE OR OTHER ELECTRONIC TRANSMITTALS OF THE DIRECTION FORM WILL BE ACCEPTED. THE METHOD OF DELIVERY OF THIS DIRECTION FORM IS AT THE OPTION AND RISK OF THE TENDERING PARTICIPANT. CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

Your direction will be deemed irrevocable unless WITHDRAWN or CHANGED by 5:00 P.M. New York City time, on August 20, 1999, unless that Deadline is extended. In order to make an effective withdrawal of, or any change to, your election, you must submit a new Direction Form, which may be obtained by calling the Employee Service Center, at (800) 251-4937. Your new Direction Form must include your name, address and social security number. You should also check the box indicating that the new Direction Form constitutes a withdrawal or change of a previously submitted Direction Form. Upon receipt of a new, completed and signed original Direction Form, your previous direction will be deemed canceled. You may direct the re-tendering of any Class B Shares credited to your individual account by obtaining an additional Direction Form from the Employee Service Center and repeating the steps for directing tenders as set forth in this letter. NO COPY, OVERNIGHT DELIVERY, FACSIMILE OR OTHER ELECTRONIC TRANSMITTALS OF THE DIRECTION FORM WILL BE ACCEPTED. THE METHOD OF DELIVERY OF THIS DIRECTION FORM IS AT THE OPTION AND RISK OF THE TENDERING PARTICIPANT. CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

INVESTMENT OF TENDER PROCEEDS

For any Class B Shares in the Plan that are tendered to and purchased by GartnerGroup, GartnerGroup will pay cash to the Plan. In accordance with the Plan, the tender proceeds will be invested in the Fixed Income Fund as soon as administratively practicable and such investment will be credited to your individual account.

INDIVIDUAL PARTICIPANTS IN THE PLAN WILL NOT RECEIVE ANY PORTION OF THE TENDER PROCEEDS DIRECTLY. ALL SUCH PROCEEDS WILL REMAIN IN THE PLAN AND MAY BE WITHDRAWN ONLY IN ACCORDANCE WITH THE TERMS OF THE PLAN.

The tender and purchase by GartnerGroup of any of your Class B Shares will not cause you to recognize any current taxable gain or loss. Because the proceeds will be invested in the Fixed Income Fund as soon as administratively practicable, and this period is expected to be less than 90 days, the tender and sale to GartnerGroup of any of your Class B Shares is also not expected to impact how future distributions will be taxed. However, in order to fully determine how tendering Class B Shares may affect the taxation of future distributions from the Plan, participants should consult with their tax advisors.

THE TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY. EACH PARTICIPANT IS URGED TO CONSULT HIS OR HER OWN TAX ADVISOR.

TRANSFERS, LOANS AND WITHDRAWALS DURING THE OFFER

During the Offer, loans and withdrawals will be available from all funds under the Plan except for the Legacy Fund. The Legacy Fund will not be available for loans or withdrawals until the Offer expires and the number of Shares tendered is determined. In addition to tendering your Class B Shares you may also transfer them out of the Legacy Fund by calling the Employee Service Center. Prior to and during any month in which the Offer is outstanding, transfers from the Legacy Fund should be reflected as a percentage of the total number of Class B Shares credited to your account immediately following the Spin-Off.

If you make a mistake by attempting to transfer and tender more than 100% of your Legacy Fund account balance, the following rules will apply. The tender will take precedence over the transfer if the Offer EXPIRES prior to the last day for transfer requests for the month (Tuesday, August 24 for August transfers and Thursday, September 23 for September transfers) and the transfer will be reduced so that the aggregate of the tender and transfer equals 100% of your account balance. On the other hand, if the last day for transfer requests occurs prior to the expiration of the Offer, the transfer will take precedence over the tender and the tender will be rejected in its entirety. For example:

- If you have 100 shares and you specify a tender of 60% and a transfer of 60% and THE TENDER TAKES PRECEDENCE OVER THE TRANSFER (as stated above), 60 shares will be tendered and 40 shares will be transferred.

- On the other hand, if you have 100 shares and you specify a tender of 60% and a transfer of 60% and THE TRANSFER TAKES PRECEDENCE OVER THE TENDER (as stated above), 60 shares will be transferred and the tender will be rejected in its entirety (i.e., no shares will be tendered).

SHARES OUTSIDE THE PLAN

If you hold Shares outside the Plan, you will receive, under separate cover, tender offer materials which can be used to tender such Shares. Those tender offer materials may not be used to direct Bankers Trust to tender or not tender the Class B Shares credited to your individual account in the Plan. The direction to tender or not tender Class B Shares credited to your individual account under the Plan may only be made in accordance with the procedures in this letter and the enclosed materials. Similarly, the material you receive with respect to the Plan may not be used to tender or not tender Shares owned directly or indirectly outside the Plan.

FURTHER INFORMATION

If you require additional information concerning the procedure to tender Class B Shares credited to your individual account in the Plan or the terms and conditions of the Offer, please call the Employee Service Center, at (800) 251-4937.

Sincerely,

BANKERS TRUST COMPANY, Trustee

QUESTIONS AND ANSWERS
ABOUT THE GARTNER GROUP, INC. DUTCH AUCTION TENDER OFFER
FOR PARTICIPANTS IN THE
IMS HEALTH INCORPORATED SAVINGS PLAN

Q. WHAT IS A DUTCH AUCTION TENDER OFFER?

A. In a Dutch Auction tender offer, the company offers to purchase its own shares, establishing a maximum number of shares to purchase and setting a price range for those share purchases. Shareholders who are interested in participating in the Dutch Auction specify prices within that range at which they are willing to sell all or some of their shares. Generally, the final purchase price is the lowest price within the price range at which the company can acquire all the shares it wants to purchase.

Q. WHY ARE PLAN PARTICIPANTS BEING ASKED TO RESPOND TO GARTNER GROUP'S TENDER OFFER?

A. Since all or a portion of your Savings Plan account is invested in IMS Health Incorporated Common Stock, you received a dividend of Gartner Group Class B Common Stock when IMS Health Incorporated distributed most of its interest in Gartner Group to IMS Health's stockholders. Gartner Group is required to extend the tender offer to the Plan, as a holder of Gartner Group stock. The Plan provides that you have the right to direct Bankers Trust to tender shares of Gartner Group, Inc. Class B Common Stock held in your account under the Plan.

Q. IF I DECIDE TO DIRECT BANKERS TRUST TO TENDER THE SHARES IN MY ACCOUNT, WILL I BE PAID THE CASH PROCEEDS DIRECTLY?

A. No. As required by the Plan, all proceeds from any shares in your account that are tendered and sold will be credited to your account and automatically invested in the Fixed Income Fund as soon as administratively practicable. You may then transfer your account balance in the Fixed Income Fund pursuant to the terms of the Plan. The proceeds remain part of your individual account and may not be distributed except in accordance with the applicable terms of the Plan.

Q. IS THERE A FORM I HAVE TO RETURN?

A. Included in this mailing is a YELLOW "Direction Form." If you decide to direct the tender of any shares, you must respond by returning a properly completed Direction Form. No copy, facsimile or electronic transmittals of the Direction Form will be accepted. Non-responses or invalid or improperly completed Direction Forms (including responses to tender greater than 100% of your Shares) will be treated by Bankers Trust as a direction not to tender any shares. If Bankers Trust does not receive a completed, signed, original Direction Form by the deadline stated on the YELLOW Direction Form, Bankers Trust will automatically deem you to have instructed Bankers Trust not to tender any shares credited to your individual account. All other forms included in Gartner Group's tender offer materials are for your information only and should not be completed.

Q. WHAT IF I DECIDE NOT TO TENDER MY SHARES?

A. You will continue to hold the Gartner Group Class B Common Stock in the Legacy Fund established by the Plan. After the Tender Offer you may transfer the shares out of the Legacy Fund but you may not increase the number of shares you hold. On April 3, 2000 (the first business day in April) the Legacy Fund will be liquidated and any account balances will be transferred into the Fixed Income Fund.

Q. WHAT IF I CHANGE MY MIND AFTER I HAVE TENDERED MY SHARES?

A. In order to withdraw your election Bankers Trust must receive a new Direction Form prior to the Deadline. Once the new completed Direction Form is received, your previous Direction Form will be canceled. You may obtain a new Direction Form by calling the Employee Service Center at (800) 251-4937.

Q. WHAT IS THE DEADLINE FOR RETURNING OR CHANGING THE "DIRECTION FORM"?

A. The form must be received by Bankers Trust no later than 5:00 P.M. New York City time, on August 20, 1999, unless this deadline is extended by Bankers Trust. You will be notified of any such extension. This deadline applies to your election to tender and changes to your tender instructions including a withdrawal of your election to tender.

Q. WILL ALL THE SHARES THAT I TENDER BE PURCHASED?

A. It depends upon the total number of shares of each class of Gartner Group tendered in the Offer. It also depends on the price or prices you select for tendering your Class B Common Stock. In addition, if you own less than 100 shares of Class B Common Stock in total (including the Plan, the employee stock purchase plan or otherwise) ("Odd Lot Holder"), you tendered all the shares you own and you tendered at a price or prices equal to or below the "Purchase Price" then all your shares will be purchased. If you own more than 100 shares or own less than 100 shares and did not tender all your shares and you tendered at a price equal to or below the "Purchase Price" then at least some of your shares will be purchased. If more shares are tendered at or below the Purchase Price than Gartner Group had offered to purchase, a pro rata portion (after taking into account purchases of Odd Lot Holders) of the shares you tendered will be purchased. Gartner Group will not, however, purchase any shares you tendered in excess of the Purchase Price.

Q. IF I AM AN ODD LOT HOLDER, WHAT IS THE BENEFIT OF TENDERING ALL MY SHARES?

A. If the price that you tender is at or below the Purchase Price, all shares of Class B Common Stock that you tender will be purchased by Gartner Group even if shares of Class B Common Stock in excess of the amount Gartner Group has offered to purchase are tendered. In other words, your shares will not be subject to possible proration.

Q. HOW WILL I KNOW IF MY SHARES HAVE BEEN PURCHASED?

A. After the tender offer expires, all tenders will be tabulated by Gartner Group which may take up to two weeks. Soon thereafter, Bankers Trust will apply the results to the Plan and you will be advised of the number of shares which were accepted and the Purchase Price determined under the Offer.

Q. WILL MY DECISION BE CONFIDENTIAL?

A. Yes. Your decision will be received by Bankers Trust and kept confidential by Bankers Trust and its agents. In addition, IMS Health, Bankers Trust and the Plan recordkeeper have adopted procedures to ensure that, to the extent that any Gartner Group or IMS Health personnel have access to information relating to your decision for the purpose of administering the plan and maintaining records needed to comply with any applicable laws, such information will be kept confidential by them.

Q. CAN I TAKE LOANS AND WITHDRAWALS DURING THE TENDER OFFER?

A. Yes, you may take loans and withdrawals from all funds during the Tender Offer except for the Legacy Fund. The Legacy Fund will not be available for loans and withdrawals until the Tender Offer expires and the number of shares tendered is determined.

Q. CAN I MAKE TRANSFERS OUT OF THE LEGACY FUND DURING THE TENDER OFFER?

A. Yes, but you may not transfer and tender the same shares. If you tender and transfer the same shares, the tender will take precedence over the transfer if the tender offer expires prior to the last day for transfer requests for the month (Tuesday, August 24 for August transfers and Thursday, September 23 for September transfers). On the other hand, if the last day for transfer requests occurs prior to the expiration of the tender offer, the transfer will take precedence over the tender.

Q. HOW CAN I TRANSFER A PORTION OF MY SHARES AND TENDER A PORTION OF MY SHARES?

A. You should complete and deliver the Direction Form to Bankers Trust for the tender offer and call the Employee Service Center for transfers. All percentages on the Direction Form and transfer instructions for the Legacy Fund prior to and during the month in which the Offer expires should be stated in terms of a percentage of the total number of shares credited to your account immediately following the distribution of the Gartner Group shares. For example, if you would like to tender 60% of your account balance and transfer 50% of the remaining account balance (40% of the beginning account balance), you must tender 60% on the Direction Form and transfer 20% through the phone lines. Please see "Transfers, Loans and Withdrawals During the Offer" in the Participant Letter attached for the treatment of inadvertent tenders and transfers that total more than 100% of your account balance.

Q. WHAT IF I HAVE QUESTIONS ABOUT THE OFFER?

A. Contact the Employee Service Center, at (800) 251-4937 for questions on the terms and conditions of the tender offer and information on the procedure for tendering shares in your individual account.

IMS HEALTH INCORPORATED SAVINGS PLAN

DIRECTION FORM

BEFORE COMPLETING THIS FORM, PLEASE READ CAREFULLY THE ACCOMPANYING OFFER TO PURCHASE AND ALL OTHER ENCLOSED MATERIALS.

INSTRUCTIONS

Carefully complete the back page of this Direction Form. Then insert today's date and sign and print your name in the spaces provided. If you wish to tender any or all of the shares in your account in the Plan, place the completed Direction Form in the enclosed envelope and mail it promptly. YOUR DIRECTION FORM MUST BE RECEIVED BY BANKERS TRUST AT PO BOX 1997, NEW YORK, NY 10117-0024 NOT LATER THAN 5:00 P.M. NEW YORK CITY TIME, ON AUGUST 20, 1999, UNLESS THAT DEADLINE IS EXTENDED AT THE SOLE DISCRETION OF BANKERS TRUST. NOT RETURNING A PROPERLY COMPLETED ORIGINAL DIRECTION FORM BY THE DEADLINE WILL BE DEEMED A DIRECTION TO NOT TENDER ANY SHARES IN YOUR ACCOUNT UNDER THE PLAN. Direction Forms that are not fully or properly completed, dated and signed will be ignored, and Bankers Trust will not tender the Shares credited to your individual account under the Plan. The method of delivery of the Direction Form is at the option and risk of the tendering participant. Certified mail with return receipt request is recommended in all cases, sufficient time should be allowed to assume delivery.

NEITHER BANKERS TRUST, IMS HEALTH, GARTNER GROUP, THE BOARD OF DIRECTORS OF GARTNER GROUP OR IMS HEALTH NOR ANY OTHER PERSON MAKES RECOMMENDATION TO PARTICIPANTS AS TO WHETHER TO DIRECT THE TENDER OF SHARES, OR THE PRICE AT WHICH TO TENDER, OR WHETHER TO REFRAIN FROM DIRECTING THE TENDER OF SHARES. EACH PARTICIPANT MUST MAKE HIS OR HER OWN DECISION ON THESE MATTERS. AS A NAMED FIDUCIARY WITH RESPECT TO HIS OR HER ACCOUNT, EACH PARTICIPANT IS SOLELY RESPONSIBLE FOR THE CONSEQUENCES OF HIS OR HER OWN DECISION REGARDING TENDER.

(CHECK ONLY ONE BOX)

[ ] A. Please REFRAIN from tendering and continue to HOLD Gartner Group Class B Common Stock credited to my individual account under the Plan.

[ ] B. Please TENDER Gartner Group Class B Common Stock reflecting the balance currently credited to my individual account in the Plan in the percentage indicated below for each of the prices provided. (The total of the percentages may NOT exceed 100% but it may be less than or equal to 100% (in whole percentages only) except Odd Lot Holders must equal 100%). A blank space before a given price will be taken to mean that no Class B Shares credited to my account are to be tendered at that price. If you are an Odd Lot Holder and tendering all your shares, you should check the Odd Lot box below. FILL IN THE TABLE BELOW IF YOU HAVE CHECKED BOX 2.

PERCENTAGE OF SHARES DIRECTED TO BE TENDERED: The total of all percentages (in whole percentages only) must be less than or equal to 100% (equal to 100% in the case of an Odd Lot participant). If the total is less than 100%, you will be deemed to have directed Bankers Trust NOT to tender the remaining percentage.

- ------%	at	$21.00	------%	at	$21.675	------%	at	$22.25	------%	at	$22.875	------%	at	$23.50
- ------%	at	$21.125	------%	at	$21.75	------%	at	$22.375	------%	at	$23.00	------%	at	$23.625
- ------%	at	$21.25	------%	at	$21.875	------%	at	$22.50	------%	at	$23.125	------%	at	$23.75
- ------%	at	$21.375	------%	at	$22.00	------%	at	$22.625	------%	at	$23.25	------%	at	$23.875
- ------%	at	$21.50	------%	at	$22.125	------%	at	$22.75	------%	at	$23.375	------%	at	$24.00

- ------% at the Class B Purchase Price ultimately determined through the Dutch Auction process under the terms of the Offer. This price will not be known until after August 24, 1999.

ODD LOT

[ ] By checking this box the undersigned represents that the undersigned owned beneficially or of record as of the close of business on July 27, 1999 and continues to own beneficially or of record as of the Deadline, an aggregate of fewer than 100 shares of Class B Common Stock in total (including the Plan, the employee stock purchase plan or otherwise) and is tendering all of such shares of Class B Common Stock. PLEASE MAKE SURE THAT THE TOTAL OF THE PERCENTAGES ABOVE DOES NOT EXCEED 100%.

WITHDRAW/CHANGE

[ ] Please check here if this Direction Form constitutes a Change or Withdrawal of a previously submitted Direction Form.

The undersigned hereby directs Bankers Trust, as Trustee of the IMS Health Incorporated Savings Plan (the "Plan"), to tender to Gartner Group, Inc. ("Gartner Group"), in accordance with the Offer to Purchase dated July 27, 1999, a copy of which I have received and read, the indicated percentage of shares of Gartner Group's Class B Common Stock, credited to my individual account in the Plan, or to hold such shares of Class B Common Stock, in either case as provided on this form.

Date: , 1999

Your signature

Type or print your name

EXHIBIT (a)(9)

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER. -- Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

	FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF--
1.	An individual's account	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3.	Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5.	Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6.	Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7.	a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
8.	Sole proprietorship account	The owner(4)

	FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER OF--
9.	A valid trust, estate, or pension trust	The legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title)(5)
10.	Corporate account	The corporation
11.	Religious, charitable, or educational organization account	The organization
12.	Partnership account	The partnership
13.	Association, club or other tax-exempt organization	The organization
14.	A broker or registered nominee	The broker or nominee
15.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.
(2) Circle the minor's name and furnish the minor's social security number.
(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
(4) Show the name of the owner.
(5) List first and circle the name of the legal trust, estate, or pension trust.

NOTE:If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER
OF SUBSTITUTE FORM W-9

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments including the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a) of the Code.
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1) of the Code.
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441 of the Code.
- Payments to partnerships not engaged in a trade or business in the United States and which have at least one nonresident partner.
- Payments of patronage dividends where the amount renewed is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.
- Payments of interest not generally subject to backup withholding include the following:
- Payments of interest on obligations issued by individuals.

NOTE: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.

- Payments of tax-exempt interest (including exempt-interest dividends under section 852 of the Code).

- Payments described in section 6049(b)(5) of the Code to non-resident aliens.

- Payments on tax-free covenant bonds under section 1451 of the Code.

- Payments made by certain foreign organizations.

- Payments made to a nominee.

EXEMPT PAYEES DESCRIBED ABOVE MUST STILL COMPLETE THE SUBSTITUTE FORM W-9 ENCLOSED HEREWITH TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE SUBSTITUTE FORM W-9 WITH THE PAYER, REMEMBERING TO CERTIFY YOUR TAXPAYER IDENTIFICATION NUMBER ON PART III OF THE FORM, WRITE "EXEMPT" ON THE FACE OF THE FORM AND SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N of the Code and their regulations.

PRIVACY ACT NOTICE. -- Section 6109 requires most recipients of dividends, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. Payers must be given the numbers whether or not recipients are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividends and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. -- If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. -- Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

EXHIBIT (a)(10)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase dated July 27, 1999 and the related Letter of Transmittal, and any amendments or supplements thereto, which are being mailed to all holders of Shares. The Company is not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If the Company becomes aware of any jurisdiction where the making of the Offer or the acceptance of Shares pursuant thereto is not in compliance with applicable law, the Company will make a good faith effort to comply with the applicable law. If, after such good faith effort, the Company cannot comply with the applicable law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Company by Credit Suisse First Boston Corporation ("Credit Suisse First Boston" or the "Dealer Manager"), or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE FOR CASH

BY

GARTNER GROUP, INC.

UP TO 15,700,000 SHARES OF COMMON STOCK,
CONSISTING OF
UP TO 9,600,000 SHARES OF CLASS A COMMON STOCK AND UP TO
6,100,000 SHARES OF CLASS B COMMON STOCK, EACH AT A
PURCHASE PRICE NOT MORE THAN $24.00 NOR LESS
THAN $21.00 PER SHARE IN CASH

Gartner Group, Inc., a Delaware corporation (the "Company"), invites its stockholders to tender up to 15,700,000 shares of Common Stock, par value $0.0005 per share, consisting of up to 9,600,000 shares of Common Stock, Class A ("Class A Common Stock") and up to 6,100,000 shares of Common Stock, Class B ("Class B Common Stock"; together with the Class A Common Stock, the "Shares"), to the Company at prices not more than $24.00 nor less than $21.00 per share, net to the seller in cash, without interest thereon, as specified by stockholders tendering Shares, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 27, 1999 and in the related Letter of Transmittal (which, as amended or supplemented from time to time, together constitute the "Offer").

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, AUGUST 24, 1999, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS SET FORTH IN THE OFFER TO PURCHASE.

THE BOARD OF DIRECTORS OF THE COMPANY HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS BOARD OF DIRECTORS NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO STOCKHOLDERS AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING SHARES. EACH STOCKHOLDER MUST MAKE THE DECISION WHETHER TO TENDER SUCH STOCKHOLDER'S SHARES AND, IF SO, HOW MANY SHARES OF EACH CLASS TO TENDER AND THE PRICE OR PRICES AT WHICH SUCH SHARES SHOULD BE TENDERED. THE COMPANY HAS BEEN ADVISED THAT NONE OF ITS DIRECTORS OR EXECUTIVE OFFICERS INTENDS TO TENDER ANY SHARES PURSUANT TO THE OFFER.

The Company will, upon the terms and subject to the conditions of the Offer, determine the single price per share of Class A Common Stock and the single price per share of Class B Common Stock, neither more than $24.00 nor less than $21.00 per share, net to the seller in cash, without interest thereon (the "Class A

Purchase Price" or "Class B Purchase Price," respectively), that it will pay for Shares properly tendered pursuant to the Offer, taking into account the number of shares of each class so tendered and the prices specified by tendering stockholders. The Company will separately determine the lowest purchase price for Class A Common Stock that will allow it to buy 9,600,000 shares of Class A Common Stock and the lowest price for Class B Common Stock that will allow it to buy 6,100,000 shares of Class B Common Stock (or in each case such lesser number of shares of such class as are properly tendered); provided, that the Class A Common Stock and Class B Common Stock shall only be repurchased in the same proportion as the ratio of the numbers of shares of Class A Common Stock and Class B Common Stock outstanding as of July 26, 1999. At such date, 63,992,550 shares of Class A Common Stock were outstanding, representing 61.1% of the outstanding Common Stock, and 40,689,648 shares of Class B Common Stock were outstanding, representing 38.9% of the outstanding Common Stock. If stockholders do not properly tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the Purchase Price for each class will be determined upon the basis of the number of shares of each class so purchased. The Class A Purchase Price and Class B Purchase Price need not be identical.

Subject to the foregoing, all Shares properly tendered prior to the Expiration Date (as defined below) at prices at or below the respective class Purchase Price and not properly withdrawn will be purchased at the respective class Purchase Price, upon the terms and subject to the conditions of the Offer, including the proportionality and proration provisions. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE FOR THE SHARES, REGARDLESS OF ANY DELAY IN MAKING SUCH PAYMENT. All Shares acquired in the Offer will be acquired at the respective class Purchase Price. The term "Expiration Date" means 12:00 Midnight, New York City time, on Tuesday, August 24, 1999, unless and until the Company, in its sole discretion, shall have extended the period of time during which the Offer will remain open, in which event the term "Expiration Date" shall refer to the latest time and date at which the Offer, as so extended by the Company, shall expire. The Company reserves the right, in its sole discretion, to purchase more than 15,700,000 shares of Common Stock pursuant to the Offer.

For purposes of the Offer, the Company will be deemed to have accepted for payment (and therefore purchased) Shares properly tendered at or below the respective class Purchase Price and not properly withdrawn (subject to the proportionality and proration provisions of the Offer) only when, as and if the Company gives oral or written notice to EquiServe L.P. (the "Depositary") of its acceptance of such Shares for payment pursuant to the Offer. Payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of certificates for such Shares (or a timely confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase)), a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other documents required by the Letter of Transmittal.

Upon the terms and subject to the conditions of the Offer, if more than 9,600,000 shares of Class A Common Stock or more than 6,100,000 shares of Class B Common Stock (or such greater number of shares of either such class as the Company may elect to purchase) have been properly tendered at prices at or below the respective class Purchase Price and not properly withdrawn prior to the Expiration Date, the Company will purchase properly tendered shares of each such class on the following basis: (a) first, the Company will purchase all shares of such class properly tendered and not properly withdrawn prior to the Expiration Date by any Odd Lot Holder (as defined in the Offer to Purchase) who: (1) tenders all shares of such class owned beneficially or of record by such Odd Lot Holder at a price at or below the respective class Purchase Price (partial tenders will not qualify for this preference); and (2) completes the section entitled "Odd Lots" in the Letter of Transmittal and, if applicable, in the Notice of Guaranteed Delivery; and (b) second, after the purchase of all of the foregoing shares, the Company will purchase all other shares of such class properly tendered at prices at or below the respective class Purchase Price and not properly withdrawn prior to the Expiration Date, on a pro rata basis (with appropriate adjustments to avoid purchases of fractional shares of either such class).

The Company expressly reserves the right, in its sole discretion, at any time and from time to time, and regardless of whether or not any of the events set forth in Section 6 of the Offer to Purchase shall have

occurred or shall be deemed by the Company to have occurred, to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and payment for, any Shares by giving oral or written notice of such extension to the Depositary and making a public announcement thereof. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer and to the rights of a tendering stockholder to withdraw such stockholder's Shares.

Tenders of Shares pursuant to the Offer are irrevocable except that such Shares may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Company pursuant to the Offer, may also be withdrawn at any time after 12:00 Midnight, New York City time, on Tuesday, September 21, 1999. For such withdrawal to be effective, a written, telegraphic, telex or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the tendering stockholder, the class of Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares. If the certificates for Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer set forth in the Offer to Purchase, any notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares and must otherwise comply with such Book-Entry Transfer Facility's procedures. All questions as to the form and validity (including the time of receipt) of any notice of withdrawal will be determined by the Company, in its sole discretion, whose determination will be final and binding. None of the Company, the Depositary, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in any tender or notice of withdrawal or incur any liability for failure to give any such notification.

The information required to be disclosed by Rule 13e-4(d)(1) under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Offer to Purchase and the related Letter of Transmittal are being mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase is being made pursuant to an agreement between the Company and IMS Health Incorporated entered into on June 17, 1999 and providing for the disposition by IMS Health of a significant portion of its equity interest in the Company.

THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION WITH RESPECT TO THE OFFER IS MADE.

Questions and requests for assistance or for copies of the Offer to Purchase and the related Letter of Transmittal, and other Offer materials, may be directed to the Dealer Manager or the Information Agent as set forth below, and copies will be furnished promptly at the Company's expense. No fees or commissions will be paid to brokers, dealers or other persons (other than the Dealer Manager and the Information Agent) for soliciting tenders of Shares pursuant to the Offer.

THE INFORMATION AGENT FOR THE OFFER IS:

MORROW & CO., INC.
445 PARK AVENUE, 5TH FLOOR
NEW YORK, NEW YORK 10022

BANKS AND BROKERAGE FIRMS CALL: (800) 662-5200 (TOLL FREE)
STOCKHOLDERS PLEASE CALL: (800) 566-9061 (TOLL FREE)

THE DEALER MANAGER FOR THE OFFER IS:

[CREDIT SUISSE FIRST BOSTON LOGO]
ELEVEN MADISON AVENUE
NEW YORK, NEW YORK 10010-3629
(800) 881-8320 (TOLL FREE)

July 27, 1999

EXHIBIT A.11

[GARTNER GROUP LOGO]

FOR RELEASE 6:30 A.M. EDT

Jennifer L. Schlueter
Gartner Group, Inc.
203.316.6537

GARTNER GROUP, INC. TO COMMENCE TENDER OFFER
FOR UP TO 15,700,000 SHARES OF ITS COMMON STOCK

STAMFORD, Conn. - July 26, 1999 - Gartner Group, Inc. (NYSE: IT), the world's leading authority on information technology (IT), announced today that it will commence a "Dutch Auction" issuer tender offer to purchase for cash up to 15,700,000 shares of its outstanding Common Stock at prices not less than $21.00 and not more than $24.00 per share. The tender offer is expected to commence Tuesday, July 27, 1999, and to expire, unless extended, at 12:00 midnight, New York City time, on Tuesday, August 24, 1999.

Terms of the tender offer, which are described more fully in the Offer to Purchase and the Letter of Transmittal, invite the Company's stockholders to tender 15,700,000 shares of its Common Stock, par value $0.0005 per share. The Company will offer to repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the number of shares of each class outstanding, or 9,600,000 shares of Class A Common Stock (61 percent) and 6,100,000 shares of Class B Common Stock (39 percent). The shares of each class of Common Stock shall be purchased at a price not less than $21.00 and not more than $24.00 per share, as specified by the tendering stockholders.

The Company will determine the lowest single price per share net to the seller in cash, without interest, that will allow it to purchase 9,600,000 shares of Class A Common Stock (or such lesser number of shares as are validly tendered and not withdrawn). Similarly, the Company will determine the lowest single price per share net to the seller in cash, without interest, that will allow it to purchase 6,100,000 shares of Class B Common Stock (or such lesser number of shares as are validly tendered and not withdrawn). Such lowest single per share price for each class will be the purchase price the Company will pay for all shares of such class validly tendered at prices at or below such purchase price. The purchase price of the Class A Common Stock and Class B Common Stock need not be identical. If more than the sought number of shares of a class are tendered, there will be a proration among tendered shares of such class.

Notwithstanding the foregoing, the Company will only repurchase shares of Class A Common Stock and Class B Common Stock in the same proportion as the ratio of the number of shares of each class sought pursuant to the Offer to Purchase. If stockholders do not tender shares in these proportions, then the Company will only purchase the largest number of properly tendered shares of each class that will enable it to maintain these proportions, and the purchase price for each class will be determined upon the basis of the number of shares of such class so purchased. Shares tendered at prices in excess of the purchase price and shares not purchased because of the proration and proportionality limitations will be returned at the Company's expense. The Company reserves the right, in its sole discretion, to purchase more than 15,700,000 shares pursuant to the offer.

The Offer to Purchase, the Letter of Transmittal and related documents will be mailed to stockholders of record of the Company's common stock and will be made available for distribution to beneficial owners of such common stock on approximately July 28, 1999.

On July 23, 1999, the closing price of the Company's Class A Common Stock was $22.000 and the Company's Class B Common Stock (trading "when issued") was $21.625.

[GARTNER GROUP LOGO]

Neither the Company, its Board of Directors nor its advisors makes any recommendation to the stockholders as to whether to tender or refrain from tendering their shares.

Credit Suisse First Boston Corporation will serve as the dealer manager for the tender offer and Morrow & Co., Inc. will serve as information agent. Any questions or requests for additional copies of the Offer to Purchase, the Letters of Transmittal or the Notice of Guaranteed Delivery related to the offer may be directed to the information agent at (800) 662-5200 for banks and brokerage firms and (800) 566-9061 for stockholders. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the offer.

As the world's leading authority on IT, GartnerGroup provides clients with a wide range of products and services in the areas of IT advisory services, measurement, research, decision support, analysis and consulting. Founded in 1979, with headquarters in Stamford, Conn., GartnerGroup is at the center of a global community serving Fortune 1000 companies from 80 locations worldwide. GartnerGroup's unique capabilities and resources help bring clarity to the direction of the world's hottest and most volatile industry. Additional information about the company is available at www.gartner.com.

# # #

EXHIBIT b

CONFORMED COPY

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CREDIT AGREEMENT

dated as of

July 16, 1999

Among

GARTNER GROUP, INC.

The Lenders Party Hereto

and

THE CHASE MANHATTAN BANK,
as Administrative Agent

CHASE SECURITIES INC. and
CREDIT SUISSE FIRST BOSTON,
as Co-arrangers

CREDIT SUISSE FIRST BOSTON,
as Syndication Agent

FLEET NATIONAL BANK,
as Documentation Agent

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CREDIT AGREEMENT dated as of July 16, 1999, among GARTNER GROUP, INC., a Delaware corporation (the "Borrower"), the LENDERS party hereto (the "Lenders"), and THE CHASE MANHATTAN BANK, a New York banking corporation, as Administrative Agent (the "Administrative Agent").

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16th of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means The Chase Manhattan Bank, in its capacity as administrative agent for the Lenders hereunder.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day plus 1% and (c) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate, the Base CD Rate or the Federal Funds Effective Rate, respectively.

"Annualized Contract Value" means, for any date, the annualized value of all advisory and measurement contracts of the Borrower and its Subsidiaries in effect on such date, without regard to the duration of such contracts, as calculated in the manner used to calculate "Contract Value" in the Borrower's most recent annual report on Form 10-K filed with the Securities and Exchange Commission; provided that any material changes to the method of calculating "Annualized Contract Value" hereunder from the method used in calculating "Contract Value" in the Borrower's annual report on Form 10-K for the fiscal year ended September 30, 1998 shall require the consent of the Required Lenders.

"Applicable Percentage" means, with respect to any Revolving Lender, the percentage of the total Revolving Commitments represented by such Lender's Revolving Commitment. If the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day with respect to any Loan, or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "ABR Spread", "Eurodollar Spread" or "Commitment Fee Rate", as the case may be, based upon the Leverage Ratio as of the most recent determination date; provided that until the Borrower has delivered financial statements pursuant to Section 5.01(a) or (b) covering the first two fiscal quarters that end after the date hereof, the "Applicable Rate" shall be the applicable rate per annum set forth below in Category 2:

Leverage Ratio:	ABR Spread	Eurodollar Spread	Commitment Fee Rate
Category 1 $2.25x	0.50%	1.75%	0.35%
Category 2 $1.75x but <2.25x	0.25%	1.50%	0.30%
Category 3 $1.25x but <1.75x	0%	1.25%	0.30%
Category 4 $1.00x but <1.25x	0%	1.00%	0.30%
Category 5 <1.00x	0%	0.75%	0.25%

For purposes of the foregoing, (a) the Leverage Ratio shall be determined as of the end of each fiscal quarter of the Borrower's fiscal year based upon the Borrower's consolidated financial statements delivered pursuant to Section 5.01(a) or (b) and (b) each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the Leverage Ratio shall be deemed to be in Category 1 at the option of the Administrative Agent or at the request of the Required Lenders (i) at any time that an Event of Default has occurred and is continuing or (ii) if the Borrower fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a) or (b), during the period from the expiration of the time for delivery thereof until such consolidated financial statements are delivered.

"Assessment Rate" means, for any day, the annual assessment rate in effect on such day that is payable by a member of the Bank Insurance Fund classified as "well-capitalized" and within supervisory subgroup "B" (or a comparable successor risk classification) within the meaning of 12 C.F.R. Part 327 (or any successor provision) to the Federal Deposit Insurance Corporation for insurance by such Corporation of time deposits made in dollars at the offices

of such member in the United States; provided that if, as a result of any change in any law, rule or regulation, it is no longer possible to determine the Assessment Rate as aforesaid, then the Assessment Rate shall be such annual rate as shall be determined by the Administrative Agent to be representative of the cost of such insurance to the Lenders.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attributable Debt" means, on any date, in respect of any lease of the Borrower or any Subsidiary entered into as part of a sale and leaseback transaction subject to Section 6.06, (i) if such lease is a Capital Lease Obligation, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (ii) if such lease is not a Capital Lease Obligation, the capitalized amount of the remaining lease payments under such lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease Obligation.

"Base CD Rate" means the sum of (a) the Three-Month Secondary CD Rate multiplied by the Statutory Reserve Rate plus (b) the Assessment Rate.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means Gartner Group, Inc., a Delaware corporation.

"Borrowing" means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934 as in effect on the date hereof), other than, prior to the Recapitalization, IMS, of shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Common Stock; or (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed by directors so nominated.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.13(b), by any lending office of such Lender or by such Lender's holding

company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment or Term Commitment.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means a Revolving Commitment or Term Commitment, or any combination thereof (as the context requires).

"Common Stock" means common stock of the Borrower.

"Consolidated Cash Interest Expense" means, for any period, (a) the sum of (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Borrower and the Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) any interest accrued during such period in respect of Indebtedness of the Borrower or any Subsidiary that is required to be capitalized rather than included in consolidated interest expense for such period in accordance with GAAP, plus (iii) any cash payments made during such period in respect of obligations referred to in clause (b)(ii) below that were amortized or accrued in a previous period, minus (b) the sum of (i) to the extent included in such consolidated interest expense for such period, noncash amounts attributable to amortization of financing costs paid in a previous period, plus (ii) to the extent included in such consolidated interest expense for such period, noncash amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period plus (a) without

duplication and to the extent deducted in determining such Consolidated Net Income, the sum of (i) consolidated interest expense for such period, (ii) consolidated income tax expense for such period, (iii) all amounts attributable to depreciation and amortization for such period, (iv) any extraordinary noncash charges for such period and (v) any noncash nonrecurring charges for such period, and minus (b) without duplication and to the extent included in determining such Consolidated Net Income, any extraordinary gains and nonrecurring gains for such period, all determined on a consolidated basis in accordance with GAAP.

"Consolidated Funded Debt" means, at any time, the sum, without duplication of (i) the long-term obligations of the Borrower and its Subsidiaries (excluding current maturities) plus (ii) all Indebtedness of the Borrower and its Subsidiaries which matures one year or less from the date of determination but is extendable or renewable at the sole option of the Borrower or any Subsidiary in such a manner that it may become payable more than one year from the date of determination, in each case on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, for any period, the net income or loss of the Borrower and the Subsidiaries for such period determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income of SIV at any time when SIV is not a wholly-owned Subsidiary, except to the extent of the amount of dividends or other distributions actually paid to the Borrower or any of the Subsidiaries by SIV during such period, and (b) the income or loss of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with the Borrower or any Subsidiary or the date that such Person's assets are acquired by the Borrower or any Subsidiary.

"Consolidated Net Tangible Assets" means, at any time, the aggregate amount of assets (less applicable accumulated depreciation, depletion and amortization and other reserves and other properly deductible items) of the Borrower and its Subsidiaries, minus (a) all current

liabilities of the Borrower and its Subsidiaries (excluding (i) liabilities that by their terms are extendable or renewable at the option of the obligor to a date more than 12 months after the date of determination and (ii) current maturities of long-term debt) and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other intangible assets of the Borrower and its Subsidiaries, all as set forth in the most recent consolidated balance sheet of the Borrower and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.
"Controlling" and "Controlled" have meanings correlative thereto.

"Default" means any act, event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Disclosed Matters" means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.06 to the Disclosure Letter.

"Disclosure Letter" means the letter dated the date hereof delivered by the Borrower to the Administrative Agent and designated as the "Disclosure Letter".

"Distribution Agreement" means the Distribution Agreement dated as of June 17, 1999, between the Borrower and IMS, as the same may be amended from time to time in accordance with the terms hereof.

"Dividend" means a one-time dividend in the approximate aggregate amount of $125 million to be paid by the Borrower to the holders of Common Stock as part of the Recapitalization.

"dollars" or "$" refers to lawful money of the United States of America.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or health and safety matters, as now or hereafter in effect.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of

Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes

imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located; (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction described in clause (a) above; and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.17(b)), any withholding tax that (i) is in effect and would apply to amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to any withholding tax pursuant to Section 2.15(a), or (ii) is attributable to such Foreign Lender's failure to comply with Section 2.15(e).

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100th of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100th of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer, assistant treasurer, controller or assistant controller of the Borrower.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this

definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantee Agreement" means the Guarantee Agreement, substantially in the form of Exhibit C, among the Subsidiary Loan Parties and the Administrative Agent, for the benefit of the Lenders.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"IFSC" means the wholly-owned Subsidiary to be formed under the laws of Ireland and used in connection with the Borrower's corporate treasury functions, including intra-group factoring and lending, cash pooling and netting and liquidity management.

"IMS" means IMS Health Incorporated, a Delaware corporation.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business and not more than 60 days past due), (f) all Indebtedness of others

secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party or applicant in respect of letters of credit and letters of guaranty and (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor; provided, that, for the avoidance of doubt, the Share Forward Purchase Agreements shall not constitute Indebtedness.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnity, Subrogation and Contribution Agreement" means the Indemnity, Subrogation and Contribution Agreement, substantially in the form of Exhibit D, among the Borrower, the Subsidiary Loan Parties and the Administrative Agent, for the benefit of the Lenders.

"Information Memorandum" means the Confidential Information Memorandum dated June, 1999 relating to the Borrower and the Transactions.

"Insignificant Subsidiary" means any Subsidiary that is not a Significant Subsidiary.

"Interest Election Request" means a request by the Borrower to convert or continue a Revolving Borrowing or Term Borrowing in accordance with Section 2.05.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

"Leverage Ratio" means, on any date, the ratio of (a) Total Balance Sheet Indebtedness as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Borrower ended on such date (or, if

such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter of the Borrower most recently ended prior to such date).

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on Page 3750 of the Dow Jones Market Service (or on any successor or substitute page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate at which dollar deposits of $5 million and for a maturity comparable to such Interest Period are offered by the principal London office of the entity serving as Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan Documents" means this Agreement, the Indemnity, Subrogation and Contribution Agreement, the

Pledge Agreement and the Guarantee Agreement (including any supplements thereto).

"Loan Parties" means the Borrower and the Subsidiary Loan Parties.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Margin Stock" means "Margin Stock" (as defined in Regulation U of the Board).

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, prospects, financial condition or contractual arrangements of the Borrower and the Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under any Loan Document or (c) the rights of or benefits available to the Lenders under any Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans), or obligations in respect of one or more Hedging Agreements, of any one or more of the Borrower and the Subsidiaries in an aggregate principal amount exceeding $30 million. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) all reasonable fees and out-of-pocket expenses paid by the

Borrower and the Subsidiaries to third parties (other than Affiliates, to the extent such fees and expenses are greater than those that would have been obtained on an arms'-length basis) in connection with such event.

"Other Taxes" means any and all present or future recording, stamp, documentary, excise, transfer, sales, property or similar taxes, charges or levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Acquisitions" means any acquisition of any assets or capital stock of another Person; provided that the Borrower's ratio of Total Balance Sheet Indebtedness to Consolidated EBITDA is lower than 2.25 to 1.00 after giving effect to such acquisition on a pro forma basis as if such acquisition occurred immediately prior to the first day of the period of four consecutive fiscal quarters most recently ended prior to such acquisition.

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII; and

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of

(i) any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500 million or (ii) any other commercial bank that has a rating of at least AA by S&P or Aa by Moody's (or an equivalent rating by Fitch IBCA if neither S&P nor Moody's provides such a rating);

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, any State of the United States or any foreign state having, at the date of its acquisition by the Borrower or a Subsidiary, a rating of at least AA by S&P or Aa by Moody's, in each case maturing within one year from the date of the acquisition;

(f) money market funds organized under the laws of the United States or any State thereof that invest solely in the foregoing investments; and

(g) municipal and corporate auction rate preferred stock with reset periods of no longer than 49 days.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pledge Agreement" means the pledge agreement dated the date hereof between the Borrower and the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit E.

"Prepayment Event" means the incurrence by the Borrower or any Subsidiary Loan Party of any Indebtedness, other than Indebtedness permitted by clauses (a) through (h) of Section 6.01.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by The Chase Manhattan Bank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Recapitalization" means the planned recapitalization pursuant to which (a) the Borrower will pay the Dividend, (b) the Common Stock will be reclassified into Class A Common Stock and Class B Common Stock, (c) IMS will exchange all but approximately 7,000,000 shares of Common Stock held by it for an equal number of newly issued shares of Class B Common Stock and will distribute such shares to its stockholders in a tax-free distribution, (d) promptly after such reclassification, the Borrower will repurchase approximately 15% of its outstanding shares of Common Stock pursuant to the Tender Offer and (e) thereafter, the Borrower will effect open market repurchases of approximately 5% of its shares of Common Stock outstanding as of the date hereof.

"Recapitalization Documents" means the Distribution Agreement and the Agreement and Plan of Merger dated June 17, 1999 and any other documents entered into by the Borrower or any Subsidiary in connection with the Recapitalization.

"Register" has the meaning set forth in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, at any time, Lenders having Revolving Exposures, Term Loans and unused Commitments representing more than 50% of the sum of the total Revolving Exposures, outstanding Term Loans and unused Commitments at such time.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancelation or termination of any Equity Interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower or any Subsidiary.

"Revolving Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of the Revolving Commitments.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans hereunder during the Revolving Availability Period, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is $150 million.

"Revolving Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans at such time.

"Revolving Lender" means a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure.

"Revolving Loan" means a Loan made pursuant to clause (b) of Section 2.01.

"Revolving Maturity Date" means July 16, 2004.

"Sale-Leaseback Transaction" means any arrangement whereby the Borrower or a Subsidiary shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereinafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

"Share Forward Purchase Agreements" means those certain letter agreements entered into on May 8, 1997, between the Borrower and Deutsche Morgan Grenfell, in respect of the Borrower's Common Stock.

"Significant Subsidiary" means (a) any Subsidiary that is identified as significant on Schedule 3.12 to the Disclosure Letter so long as it has not been designated as insignificant by the Borrower in accordance with Section 5.10 and (b) such other Subsidiaries as the Borrower may designate as significant to the Administrative Agent in accordance with Section 5.10; provided that at all times (i) the book value of the total assets of the Borrower and all Significant Subsidiaries shall exceed 90% of the book value of all assets of the Borrower and its Subsidiaries and (ii) the total revenue of the Borrower and all Significant Subsidiaries shall exceed 90% of the total revenue of the Borrower and its Subsidiaries, in each case for the fiscal year most recently ended.

"SIV" means SI Venture Fund L.L.C. (which is expected to change its name to SI Venture Associates L.L.C.), a limited liability company formed under the laws of Delaware.

"S&P" means Standard & Poor's Ratings Services.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the entity serving as Administrative Agent is subject (a) with respect to the Base CD Rate, for new negotiable nonpersonal time deposits in dollars of over $100,000 with maturities approximately equal to three months and (b) with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as

of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Loan Party" means (a) any Significant Subsidiary that is not a Foreign Subsidiary and (b) any Subsidiary (other than a Foreign Subsidiary) that directly or indirectly owns any capital stock of any Subsidiary Loan Party; provided, that "Subsidiary Loan Party" shall not include SIV.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Tender Offer" means a tender offer pursuant to which the Borrower will repurchase up to 15% (plus or minus 2%) of the shares of Common Stock outstanding as of the date hereof.

"Term Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Term Commitment Termination Date and the date of termination of the Term Commitments.

"Term Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Term Loan hereunder during the Term Availability Period, expressed as an amount representing the maximum principal amount of Term Loans that may be made by such Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Term Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Term Commitment, as applicable. The initial aggregate amount of the Lenders' Term Commitments is $350 million.

"Term Commitment Termination Date" means July 15, 2000.

"Term Lender" means a Lender with a Term Commitment or an outstanding Term Loan.

"Term Loan" means a Loan made pursuant to clause (a) of Section 2.01.

"Term Maturity Date" means July 16, 2004.

"Three-Month Secondary CD Rate" means, for any day, the secondary market rate for three-month certificates of deposit reported as being in effect on such day (or, if such day is not a Business Day, the next preceding Business Day) by the Board through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board, be published in Federal Reserve Statistical Release H.15(519) during the week following such day) or, if such rate is not so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit of major money center banks in New York City received at approximately 10:00 a.m., New York City time, on such day (or, if such day is not a Business Day, on the next preceding Business Day) by the Administrative Agent from three negotiable certificate of deposit dealers of recognized standing selected by it.

"Total Balance Sheet Indebtedness" means, at any date, all Indebtedness of the Borrower and its Subsidiaries on such date that would be reflected as a liability on a consolidated balance sheet of the Borrower and its Subsidiaries prepared as of such date in accordance with GAAP.

"Transactions" means (a) the Recapitalization and (b) the execution, delivery and performance by the Borrower and the Subsidiary Loan Parties of the Loan Documents, the borrowing of Loans and the use of proceeds thereof.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurodollar Loan") or by Class and Type (e.g., a "Eurodollar Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurodollar Borrowing") or by Class and Type (e.g., a "Eurodollar Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be

construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(b) All pro forma computations required to be made hereunder giving effect to any acquisition, investment, sale, disposition, merger or similar event shall reflect on a pro forma basis such event and, to the extent applicable, the historical earnings and cash flows associated with the assets acquired or disposed of and any related incurrence or reduction of Indebtedness, but shall not take into account any projected synergies or similar benefits expected to be realized as a result of such event.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender agrees (a) to make Term Loans to the Borrower during the Term Availability Period in a principal amount not exceeding its Term Commitment, and (b) to make Revolving Loans to the Borrower from time to time during the Revolving Availability Period in an aggregate principal amount that will not result in such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans. Amounts repaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.12, each Revolving Borrowing and Term Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1 million

and not less than $5 million. At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $1 million and not less than $5 million; provided that an ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments of the relevant Class. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Revolving Maturity Date or the Term Maturity Date, as applicable.

SECTION 2.03. Requests for Borrowings. To request a Revolving Borrowing or Term Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 9:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the Business Day of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile transmission to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) whether the requested Borrowing is to be a Revolving Borrowing or Term Borrowing;

(ii) the aggregate amount of such Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(v) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon (or 3:00 p.m. in the case of an ABR Loan), New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent in New York City and designated by the Borrower in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such

Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing as of the date of such Borrowing.

SECTION 2.05. Interest Elections. (a) Each Revolving Borrowing and Term Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Revolving Borrowing of the Type resulting from

such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile transmission to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.06. Termination and Reduction of Commitments. (a) Unless previously terminated, (i) the Term Commitments shall terminate at 5:00 p.m., New York City time, on the Term Commitment Termination Date and (ii) the Revolving Commitments shall terminate on the Revolving Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, the Revolving Commitments; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of $1 million and not less than $5 million and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.09, the sum of the Revolving Exposures would exceed the total Revolving Commitments.

(c) On the date six months after the date hereof, the Term Commitments shall automatically and permanently reduce by the amount, if any, necessary so that the remaining undrawn Term Commitments are no greater than $100 million.

(d) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section, at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments of any Class shall be permanent. Each reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

SECTION 2.07. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan of such Lender on the Revolving Maturity Date and (ii) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.08.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and

payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement or the obligations of the Lenders to make Loans or give credit for repayments.

(e) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.08. Amortization of Term Loans. (a) Subject to adjustment pursuant to paragraph (c) of this Section, the Borrower shall repay Term Borrowings on each date set forth below in the percentage of the aggregate principal amount outstanding at the end of the Term Availability Period set forth opposite such date:

Date	Amount
January 16, 2001	12.5%
July 16, 2001	12.5%

January 16, 2002	12.5%
July 16, 2002	12.5%
January 16, 2003	12.5%
July 16, 2003	12.5%
January 16, 2004	12.5%
July 16, 2004	12.5%

(b) To the extent not previously paid, all Term Loans shall be due and payable on the Term Maturity Date.

(c) Any prepayment of a Term Borrowing shall be applied to reduce the subsequent scheduled repayments of the Term Borrowings to be made pursuant to this Section in the inverse order of maturity.

(d) Prior to any repayment of any Term Borrowings hereunder, the Borrower shall select the Borrowing or Borrowings to be repaid and shall notify the Administrative Agent by telephone (confirmed by facsimile transmission) of such selection not later than 11:00 a.m., New York City time, three Business Days before the scheduled date of such repayment, and the Administrative Agent shall promptly notify the Lenders of such selection. Each repayment of a Term Borrowing shall be applied ratably to the Loans included in the repaid Borrowing. Repayments of Term Borrowings shall be accompanied by accrued interest on the amount repaid.

SECTION 2.09. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to the requirements of this Section and Section 2.14.

(b) In the event and on such occasion that the sum of the Revolving Exposures exceeds the total Revolving Commitments, the Borrower shall prepay Revolving Borrowings in an aggregate amount equal to such excess.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of the Borrower or any Subsidiary in respect of any Prepayment Event, the Borrower shall, within three Business Days after Net Proceeds in an aggregate cumulative amount (since the last payment under this paragraph (c)) of at least $5,000,000 are received, prepay Term Borrowings in an aggregate amount equal to: (a) 50% of such Net Proceeds, if, on a pro forma basis after giving effect to such Prepayment Event and the prepayment pursuant to this clause (c), the Borrower's Leverage Ratio as of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 would have been less than 2.25 to 1.00, or (b) 100% of such Net Proceeds, in all other cases.

(d) Prior to any optional or mandatory prepayment of Borrowings hereunder, the Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (e) of this Section.

(e) The Borrower shall notify the Administrative Agent by telephone (confirmed by facsimile transmission) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that, if a notice of optional prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.06, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06(d). Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would

be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11.

(f) In the event the amount of any prepayment required to be made pursuant to Section 2.09(c) shall exceed the aggregate principal amount of the applicable outstanding ABR Term Loans (the amount of any such excess being called the "Excess Amount"), the Borrower shall have the right, in lieu of making such prepayment in full, to prepay all the outstanding ABR Term Loans and to deposit an amount equal to the Excess Amount with the Administrative Agent in a cash collateral account maintained (pursuant to documentation satisfactory to the Administrative Agent) by and in the sole dominion and control of the Administrative Agent. Any amounts so deposited shall be held by the Administrative Agent as collateral for the Borrower's obligations hereunder and applied to the prepayment of the applicable Eurodollar Loans, in the order instructed by the Borrower, at the end of the current Interest Periods applicable thereto, during which Interest Periods interest shall continue to accrue pursuant to Section 2.11. On any Business Day on which (x) collected amounts remain on deposit in or to the credit of such cash collateral account after giving effect to the payments made on such day pursuant to Section 2.09(c) and (y) the Borrower shall have delivered to the Administrative Agent a written request or a telephonic request (which shall be promptly confirmed in writing) that such remaining collected amounts be invested in the Permitted Investments specified in such request, the Administrative Agent shall use its reasonable efforts to invest such remaining collected amounts in such Permitted Investments; provided, however, that the Administrative Agent shall have continuous dominion and full control over any such investments (and over any interest that accrues thereon) to the same extent that it has dominion and control over such cash collateral account and no Permitted Investment shall mature after the end of the Interest Period in respect of which it is to be

applied. The Borrower shall not have the right to withdraw any amount from such cash collateral account until the applicable Eurodollar Loans and accrued interest thereon are paid in full, at which time the remaining funds shall be paid to the Borrower unless a Default then exists or would result.

SECTION 2.10. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the average daily unused amount of each Commitment of such Lender during the period from and including the date hereof to but excluding the date on which such Commitment terminates. Accrued commitment fees shall be payable in arrears (i) in the case of commitment fees in respect of the Revolving Commitments, on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof, and (ii) in the case of commitment fees in respect of the Term Commitments, on the Term Availability Termination Date or any earlier date on which such Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.11. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Revolving Loans as provided in paragraph (a) of this Section.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base

Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be prima facie evidence absent demonstrative error.

SECTION 2.12. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be prima facie evidence absent demonstrative error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or facsimile transmission as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.13. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement to the extent reflected in the Adjusted LIBO Rate); or

(ii) impose on any Lender or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then within 10 Business Days after demand the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be prima facie evidence absent demonstrative error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be

required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.14. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Revolving Loan or Term Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(f) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.17, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to equal an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A

certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower within 180 days of the event giving rise to such loss, cost or expense and shall be prima facie evidence absent demonstrative error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

SECTION 2.15. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or the applicable Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law and (iv) the Borrower shall have the right to contest any such Taxes and/or receive any refunds paid or payable with respect to the same.

(b) In addition, but without duplication of clause (a), the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify and reimburse the Administrative Agent and each Lender within 10 Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this

Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender shall be prima facie evidence absent demonstrative error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate, provided that such Foreign Lender has received written notice from the Borrower or the Administrative Agent advising it of the availability of such exemption or reduction and supplying all applicable documentation.

SECTION 2.16. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) The Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest or fees, or of amounts payable under Section 2.13, 2.14 or 2.15, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment

(or, if no such time is expressly required, prior to 2:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York, except that payments pursuant to Sections 2.13, 2.14, 2.15 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or Term Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans or Term Loans and accrued interest thereon than the proportion received by any other

Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and Term Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and Term Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest (except to the extent that such purchasing Lender is ordered by a court of competent jurisdiction to pay interest on such recovered payment), and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for

each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(b), 2.16(d) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.17. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.13, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.13 or 2.15, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.13, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the

Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.13 or payments required to be made pursuant to Section 2.15, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Borrower and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and to own and lease its properties as now owned or leased, and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification or such good standing is required, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Loan Party are within such Loan Party's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder action. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of the Borrower or such Loan Party (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Borrower or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Borrower

or any of its Subsidiaries, and (d) will not result in the creation or imposition of any material Lien on any asset of the Borrower or any of its Subsidiaries.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended September 30, 1998, reported on by KPMG Peat Marwick LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended March 31, 1999, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) The Borrower has heretofore furnished to the Lenders its pro forma consolidated balance sheet as of March 31, 1999, prepared giving effect to the Transactions as if the Transactions had occurred on such date. Such pro forma consolidated balance sheet (i) has been prepared in good faith based on the same assumptions used to prepare the pro forma financial statements included in the Information Memorandum (which assumptions are believed by the Borrower to be reasonable), (ii) is based on the best information available to the Borrower after due inquiry, (iii) accurately reflects all adjustments necessary to give effect to the Transactions and (iv) presents fairly, in all material respects, the pro forma financial position of the Borrower and its consolidated Subsidiaries as of March 31, 1999 as if the Transactions had occurred on such date.

(c) On the date hereof, except as disclosed in the financial statements referred to above or the notes thereto or in the Information Memorandum and except for the Disclosed Matters, after giving effect to the Transactions, none of the Borrower or its Subsidiaries has, as of the

Effective Date, any material contingent liabilities, unusual long-term commitments or unrealized losses.

(d) Since September 30, 1998, there has been no material adverse change in the business, assets, operations, prospects, financial condition or contractual arrangements of the Borrower and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties. (a) Each of the Borrower and its Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere in any material respect with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed or otherwise has rights to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business, and, to the Borrower's knowledge, the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve any of the Loan Documents or the Transactions.

(b) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of

its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority (including any applicable labor laws or regulations) applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment and Holding Company Status. Neither the Borrower nor any of its Subsidiaries is (a) an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a "holding company" as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.09. Taxes. Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) any Taxes that are being or promptly will be contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure

to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan.

SECTION 3.11. Disclosure. Neither the Information Memorandum nor any of the other reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

SECTION 3.12. Subsidiaries. Schedule 3.12 to the Disclosure Letter sets forth the name of, and the ownership interest of the Borrower and each other Subsidiary in, each Subsidiary and identifies each Subsidiary that is a Significant Subsidiary and/or a Subsidiary Loan Party, in each case as of the Effective Date.

SECTION 3.13. Insurance. Schedule 3.13 to the Disclosure Letter sets forth a description of all insurance maintained by or on behalf of the Borrower and its Subsidiaries as of the Effective Date. As of the Effective

Date, all premiums in respect of such insurance have been paid. The Borrower believes that the insurance maintained by or on behalf of the Borrower and its Subsidiaries is adequate.

SECTION 3.14. Year 2000. Any reprogramming required to permit the proper functioning, in and following the year 2000, of (a) the internal computer systems of the Borrower and its Subsidiaries and (b) equipment containing embedded microchips used in the Borrower's systems (whether or not supplied by others) and the testing of all such systems and equipment, as so reprogrammed, will be substantially completed by September 30, 1999. To the Borrower's knowledge, any such reprogramming of systems and equipment with which the Borrower's systems interface will be substantially completed by September 30, 1999. The Borrower does not expect the cost to the Borrower and its Subsidiaries of such reprogramming and testing and of the reasonably foreseeable consequences of year 2000 to the Borrower and its Subsidiaries (including reprogramming errors and the failure of others' systems or equipment) to result in a Default or a Material Adverse Effect.

ARTICLE IV

Conditions

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Wilson Sonsini Goodrich & Rosati, counsel for the Borrower, substantially in the form of Exhibit B. The Borrower hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel.

(d) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(e) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by any Loan Party hereunder or under any other Loan Document.

(f) The Administrative Agent (or its counsel) shall have received from each party thereto a counterpart of the Guarantee Agreement signed on behalf of such party.

(g) All consents and approvals required to be obtained from any Governmental Authority or other

Person in connection with the Recapitalization shall have been obtained (including from the stockholders of the Borrower), and all applicable waiting periods and appeal periods shall have expired, in each case without the imposition of any materially burdensome conditions. The Administrative Agent shall have received copies of any Recapitalization Documents signed prior to such date and all certificates, opinions and other documents delivered thereunder prior to such date, certified by a Financial Officer as complete and correct.

(h) The Lenders shall have received a pro forma consolidated balance sheet of the Borrower as of March 31, 1999, reflecting all pro forma adjustments as if the Transactions had been consummated on such date, and such pro forma consolidated balance sheet shall be consistent in all material respects with the forecasts and other information previously provided to the Lenders.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 5:00 p.m., New York City time, on September 30, 1999 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing, except to the extent they expressly relate to an earlier date, in which case as of such earlier date.

(b) At the time of and immediately after giving effect to such Borrowing no Default shall have occurred and be continuing.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent and each Lender:

(a) within 90 days after the end of each fiscal year of the Borrower, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures as of the end of and for the previous fiscal year, all reported on by KPMG Peat Marwick LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.12, 6.13, 6.14 and 6.15 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Borrower or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect; and

(c) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve,

renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay its Indebtedness and other obligations, including Tax liabilities, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties. The Borrower will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and obsolescence excepted.

SECTION 5.06. Insurance. The Borrower will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Borrower will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained.

SECTION 5.07. Books and Records; Inspection and Audit Rights. The Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its

Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, without material disruption of the Borrower's business, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested, in each case subject to the Lenders' confidentiality obligations under Section 9.12.

SECTION 5.08. Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.09. Use of Proceeds. (a) The proceeds of the Loans will be used by the Borrower only (i) to finance, in whole or in part, the Dividend, (ii) to finance repurchases of common stock pursuant to the Tender Offer or on the open market and (iii) for general corporate purposes of the Borrower and its Subsidiaries.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X.

SECTION 5.10. Additional Subsidiaries; Significant Subsidiaries. The Borrower may from time to time, but no more than once each fiscal year, by written notice to the Administrative Agent designate Subsidiaries as "Significant Subsidiaries" or "Insignificant Subsidiaries", and the Borrower shall make such designation as necessary to comply with the requirements of the definition of "Significant Subsidiary". If any additional Subsidiary is formed or acquired or becomes a Subsidiary after the date hereof, the Borrower shall, within thirty days after such Subsidiary is formed or acquired or becomes a Subsidiary, notify the Administrative Agent thereof and designate such

Subsidiary as a "Significant Subsidiary" or an "Insignificant Subsidiary". The Borrower may designate Subsidiaries as "Significant Subsidiaries" or "Insignificant Subsidiaries" if such designation is necessary to cure a default described in clause (m) of Article VII, provided that the Required Lenders have determined that the newly-designated "Significant Subsidiaries" are comparable in all material respects to the newly-designated "Insignificant Subsidiaries." At the time of any designation pursuant to any of the preceding three sentences, the Borrower shall (a) provide to the Administrative Agent a certificate of a Financial Officer (i) if any Subsidiary is being designated as "Insignificant," stating that no Default has occurred and is continuing after giving effect to such designation and (ii) setting forth reasonably detailed calculations demonstrating compliance with the requirements of the definition of "Significant Subsidiary" immediately after such designation on a pro forma basis as if such designation had occurred immediately prior to the first day of the fiscal year most recently ended and (b) cause any Subsidiary that is being designated as a "Significant Subsidiary" and is not a Foreign Subsidiary to become a party to the Guarantee Agreement. Section 19 of the Guarantee Agreement shall apply to designations made pursuant to this Section.

SECTION 5.11. Federal Reserve Regulations. The Borrower will, and will cause each Subsidiary to, ensure that at no time will Margin Stock comprise 25% or more of the assets that are (or would but for the exclusions in Sections 6.02(e) and 6.05(d) be) subject to the restrictions of Section 6.02 or Section 6.05.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Borrower will not, and will not permit any Subsidiary Loan Party to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created under the Loan Documents;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 to the Disclosure Letter and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof or result in an earlier maturity date or decreased weighted average life thereof;

(c) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary; provided that Indebtedness of any Subsidiary that is not a Loan Party to the Borrower or any Subsidiary Loan Party shall be subject to Section 6.04;

(d) Guarantees by the Borrower of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided that Guarantees by the Borrower or any Subsidiary Loan Party of Indebtedness of any Subsidiary that is not a Loan Party shall be subject to Section 6.04;

(e) any Indebtedness of a Subsidiary, secured Indebtedness of the Borrower, or Capital Lease Obligation of the Borrower; provided that the sum, without duplication, of (i) the aggregate principal amount of Indebtedness permitted by this clause (e) and (ii) the Attributable Debt permitted by Section 6.06(b), shall not exceed at any time outstanding the greater of (i) $25 million and (ii) 12.5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time;

(f) Indebtedness of the Borrower or any Subsidiary in respect of (i) standby or performance letters of credit; provided that the aggregate amount of Indebtedness permitted by this clause (i) shall not at any time exceed the greater of (A) $10 million and (B) 5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time; and (ii) trade letters of credit;

(g) Indebtedness of any Person that becomes a Subsidiary after the date hereof; provided that such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary;

(h) other unsecured Indebtedness in an aggregate principal amount not exceeding at any time outstanding the greater of (i) $100 million and (ii) 50% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time; and

(i) other unsecured Indebtedness of the Borrower or a Subsidiary; provided, that the requirements of Section 2.09(c) are met with respect to such Indebtedness.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary Loan Party to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary existing on the date hereof and set forth in Schedule 6.02 to the Disclosure Letter; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any

Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) Liens securing Indebtedness permitted by Section 6.01(e); provided that the fair market value of the property and assets subject to such Liens does not exceed the principal amount of such Indebtedness by more than 25%;

(e) Liens on any Margin Stock held by the Borrower or any Subsidiary to the extent that such Margin Stock would otherwise comprise 25% or more of the property and assets subject to this Section 6.02; and

(f) any Lien renewing, extending or refunding any Lien permitted by Section 6.02(b), provided that the principal amount secured is not increased and the Lien is not extended to other property.

SECTION 6.03. Fundamental Changes. (a) The Borrower will not, nor will it permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall

have occurred and be continuing (i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving corporation, (ii) any Person may merge into any Subsidiary and any Subsidiary may merge into any Person in a transaction in which the surviving entity is or becomes a Subsidiary and (if any party to such merger is a Subsidiary Loan Party) is or becomes a Subsidiary Loan Party and (iii) any Subsidiary (other than a Subsidiary Loan Party) may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; provided that any such merger involving a Person that is not a wholly owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04; provided further, that prior to consummating any merger pursuant to clause (i) or (ii) of this Section 6.03, the Borrower will deliver to the Administrative Agent a certificate of a Financial Officer demonstrating compliance immediately following such merger, on a pro forma basis giving effect to such merger, with Sections 6.12, 6.13, 6.14 and 6.15.

(b) The Borrower and its Subsidiaries, collectively, will not engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the date of execution of this Agreement and businesses reasonably related or incidental thereto.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any Equity Interests in or evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any

assets of any other Person constituting a business unit, except:

(a) Permitted Investments;

(b) investments existing on the date hereof and set forth on Schedule 6.04 to the Disclosure Letter;

(c) investments by the Borrower and its Subsidiaries in Subsidiaries; provided that the aggregate amount of investments by Loan Parties in, and loans and advances by Loan Parties to, and Guarantees by Loan Parties of Indebtedness of, Subsidiaries that are not Loan Parties (excluding all such investments, loans, advances and Guarantees otherwise permitted pursuant to this Section 6.04) shall not at any time outstanding exceed the greater of (i) $100 million and (ii) 37.5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time;

(d) loans or advances made by the Borrower to any Subsidiary and made by any Subsidiary to the Borrower or any other Subsidiary; provided that any such loans or advances from Loan Parties to Subsidiaries that are not Loan Parties are represented by promissory notes that are pledged to the Administrative Agent for the benefit of the Lenders pursuant to the Pledge Agreement;

(e) Guarantees constituting Indebtedness permitted by Section 6.01; provided that the aggregate principal amount of Indebtedness of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitation set forth in clause (c) above;

(f) Permitted Acquisitions;

(g) investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and

suppliers, in each case in the ordinary course of business;

(h) investments by the IFSC and investments by the Borrower and its Subsidiaries in the IFSC; provided that such investments in the IFSC do not in the aggregate exceed $100 million;

(i) investments by SIV and investments by the Borrower and its Subsidiaries in SIV, to the extent that such investments in SIV do not exceed (i) $30 million in the aggregate made at any time pursuant to approvals of the Borrower's Board of Directors on or prior to the date hereof or (ii) $15 million made in any fiscal year of the Borrower that ends after the date hereof; and

(j) investments not described in clauses (a) through (i) above; provided that the aggregate amount of such investments does not at any time outstanding exceed the greater of (i) $15 million and (ii) 7.5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time.

SECTION 6.05. Asset Sales. The Borrower will not, and will not permit any Subsidiary Loan Party to, sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will the Borrower permit any of its Subsidiaries to issue any additional Equity Interest in such Subsidiary (other than to the Borrower or another Subsidiary), except:

(a) sales of inventory, used or surplus equipment and Permitted Investments in the ordinary course of business;

(b) sales, transfers and dispositions to the Borrower or a Subsidiary; provided that any such sales, transfers or dispositions involving a Subsidiary that is not a Loan Party shall be made in compliance with Section 6.09;

(c) sales, transfers and other dispositions of assets (other than Equity Interests in a Subsidiary Loan Party) that are not permitted by any other clause of this Section; provided that the aggregate book value of all assets sold, transferred or otherwise disposed of in reliance upon this clause (c) shall not, at the time of such sale, transfer or other disposition, exceed 10% of Consolidated Net Tangible Assets; and

(d) sales, transfers or other dispositions of any Margin Stock held by the Borrower or any Subsidiary to the extent such Margin Stock would otherwise comprise 25% or more of the property and assets subject to this Section 6.05.

SECTION 6.06. Sale and Leaseback Transactions. The Borrower will not, and will not permit any Subsidiary to, enter into any Sale-Leaseback Transaction except:

(a) Sale-Leaseback Transactions to which the Borrower or any Subsidiary is a party as of the date hereof; and

(b) other Sale-Leaseback Transactions; provided that the sum, without duplication, of (i) the Indebtedness permitted by Section 6.01(e) and (ii) the aggregate Attributable Debt in respect of Sale-Leaseback Transactions permitted by this clause (b), does not at any time outstanding exceed the greater of (i) $25 million and (ii) 12.5% of Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such time.

SECTION 6.07. Hedging Agreements. The Borrower will not, and will not permit any Subsidiary Loan Party to, enter into any Hedging Agreement, other than Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Borrower or any Subsidiary is exposed in the conduct of its business or the

management of its liabilities, including Hedging Agreements entered into in connection with this Agreement.

SECTION 6.08. Restricted Payments. The Borrower will not, nor will it permit any Subsidiary Loan Party to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except, so long as no Default has occurred and is continuing or would occur as a result thereof, (i) the Borrower may declare and pay dividends with respect to its capital stock payable solely in additional shares of Common Stock, (ii) Subsidiaries may declare and pay dividends ratably with respect to their capital stock, (iii) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans for management or employees of the Borrower and its Subsidiaries, (iv) the Borrower may pay the Dividend, (v) the Borrower may repurchase shares of Common Stock pursuant to the Tender Offer, (vi) the Borrower may effect open market purchases of up to approximately 5% (as the same may increase or decrease based on the number of shares acquired in the Tender Offer) of its shares of Common Stock outstanding on the date hereof, and (vii) the Borrower may make other Restricted Payments so long as the aggregate amount of Restricted Payments made pursuant to this clause (vii) after the date hereof does not exceed $50 million; (viii) Restricted Payments made pursuant to the Share Forward Purchase Agreements; and (ix) any other cash Restricted Payment, provided that, in the case of this clause (ix), on a pro forma basis after giving effect to such Restricted Payment, the Borrower's Leverage Ratio is less than 1.50 to 1.00.

SECTION 6.09. Transactions with Affiliates. The Borrower will not, nor will it permit any Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business that are at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis

from unrelated third parties, (b) transactions between or among the Borrower and the Subsidiary Loan Parties not involving any other Affiliate, (c) any Restricted Payments permitted by Section 6.08 and (d) the Recapitalization.

SECTION 6.10. Restrictive Agreements. The Borrower will not, nor will it permit any Subsidiary Loan Party to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Borrower or any other Subsidiary or to Guarantee Indebtedness of the Borrower or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by any Loan Document, (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 6.10 to the Disclosure Letter (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or assets pending such sale, provided such restrictions and conditions apply only to the Subsidiary or assets that are to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other contracts restricting the assignment thereof.

SECTION 6.11. Amendment of Material Documents. The Borrower will not, nor will it permit any Subsidiary to, make or agree to any material change in the terms of the Recapitalization from those described to the Lenders prior

to the date hereof in any manner that is adverse in any significant respect to the Lenders.

SECTION 6.12. Interest Expense Coverage Ratio. The Borrower will not permit the ratio of (a) Consolidated EBITDA to (b) Consolidated Cash Interest Expense, in each case for any period of four consecutive fiscal quarters ending after the date hereof, to be less than 5.00 to 1.00.

SECTION 6.13. Total Balance Sheet Indebtedness to EBITDA. The Borrower will not permit the ratio of (a) Total Balance Sheet Indebtedness as of the last day of any fiscal quarter to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ending with such fiscal quarter, to exceed 2.75 to 1.00.

SECTION 6.14. Annualized Contract Value to Total Balance Sheet Indebtedness. The Borrower will not permit the ratio of (a) Annualized Contract Value as of the last day of any fiscal quarter to (b) Consolidated Funded Debt as of the last day of such fiscal quarter, to be less than 1.25 to 1.00.

SECTION 6.15. Minimum Annualized Contract Value. The Borrower will not permit Annualized Contract Value as of the last day of any fiscal quarter to be less than $350 million.

SECTION 6.16. Certain Indemnity Obligations. The Borrower will not, nor will it permit any Subsidiary to, take any action, or omit to take any action, that could reasonably be expected to result in the Borrower or any Subsidiary being liable for any indemnity or reimbursement obligation under any Recapitalization Document, including any indemnity or reimbursement obligation under Section II.7 of the Distribution Agreement, except for, on any date, (a) indemnity or reimbursement obligations that do not in the aggregate exceed $150 million or (b) indemnity or reimbursement obligations that would not in the aggregate result in the ratio of (i) the sum of (A) Total Balance Sheet Indebtedness as of the last day of the fiscal quarter most recently ended on or prior to such date plus (B) the

amount of such indemnity or reimbursement obligations to (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date, exceeding 2.00 to 1.00.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made or furnished;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the existence of the Borrower) or 5.09(a) or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) the Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or

decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Significant Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) the Borrower or any Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of $30 million shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(m) the guarantee of any Subsidiary Loan Party under the Guarantee Agreement shall not be (or shall be claimed by the Borrower or any Subsidiary Loan Party not to be) valid or in full force and effect, and such failure to be valid or in full force and effect shall not have been cured by the Borrower in accordance with the third sentence of Section 5.10; or

(n) a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII

The Administrative Agent

Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with

the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or wilful misconduct. The Administrative Agent shall not be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more subagents appointed by the Administrative Agent. The Administrative Agent and any such

subagent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such subagent and to the Related Parties of the Administrative Agent and any such subagent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor to the Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the prior approval of the Borrower (which shall not be unreasonably withheld), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York and a minimum capital surplus of $100 million, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its subagents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile transmission, as follows:

(a) if to the Borrower, to it at 56 Top Gallant Road, Stamford, CT 06902, Attention of Chief Financial Officer (Facsimile No. (203) 316-6488) with copies to the Borrower's Treasurer at the same address and facsimile number, to the Borrower's Legal Department (Facsimile No. (203) 316-6525) at the same address and to Wilson Sonsini Goodrich & Rosati, Attention of Howard Zeprun, Esq., 650 Page Mill Road, Palo Alto California 94304-1050 (Facsimile No. (650) 493-6811);

(b) if to the Administrative Agent, to The Chase Manhattan Bank, Loan and Agency Services Group, One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, Attention of Ms. Mahin Gandomi (Facsimile No. (212) 552-5650), with a copy to The Chase Manhattan

Bank, 999 Broad Street, Bridgeport, CT 06604, Attention of Mr. David Short (Facsimile No. (203) 382-6314); and

(c) if to any Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered

into by the Borrower and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the maturity of any Loan, or the date of any scheduled payment of the principal amount of any Term Loan under Section 2.08, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.16(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), (vi) release any Subsidiary Loan Party from, or limit or condition its obligations under, the Guarantee Agreement (except as expressly provided in the Guarantee Agreement or in Section 5.10), in each case without the written consent of each Lender, (vii) change any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders holding a majority in interest of the outstanding Loans and unused Commitments of each affected Class; provided further that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent and (B) any waiver, amendment or

modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Revolving Lenders (but not the Term Lenders) or the Term Lenders (but not the Revolving Lenders) may be effected by an agreement or agreements in writing entered into by the Borrower and requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by the Borrower, the Required Lenders and the Administrative Agent if (i) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all out-of-pocket expenses incurred by the Administrative Agent, or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) The Borrower shall indemnify the Administrative Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any other agreement or instrument contemplated hereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the

sum of the total Revolving Exposures, outstanding Term Loans and unused Commitments at the time.

(d) To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable within 10 Business Days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it); provided that (i) except in the case of an assignment to a Lender or an Affiliate of a Lender, each of the Borrower and the Administrative Agent must give their prior written consent to such assignment (which consent shall not be unreasonably withheld), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the

entire remaining amount of the assigning Lender's Commitment or Loans of either Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5 million unless each of the Borrower and the Administrative Agent otherwise consent, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, except that this clause (iii) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500, and (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and provided further that any consent of the Borrower otherwise required under this paragraph shall not be required if an Event of Default under clause (h) or (i) of Article VII has occurred and is continuing. Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Acceptance the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.13, 2.14, 2.15 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Borrower or the Administrative Agent sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to

deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.13, 2.14 and 2.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.13 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.15 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.15(e) as though it were a Lender.

(g) Any Lender may at any time pledge or assign, or grant a security interest in, all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment or grant of a security interest; provided that no such pledge or assignment or grant of a security interest shall release a

Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Notwithstanding anything to the contrary contained herein, any Bank (a "Granting Bank") may grant to a special purpose funding vehicle (a "SPC"), identified as such in writing from time to time by the Granting Bank to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Bank would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if a SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Bank shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by a SPC hereunder shall utilize the Commitment of the Granting Bank to the same extent, and as if, such Loan were made by such Granting Bank. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Bank). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04(h), any SPC may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Bank or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information

relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC. This section may not be amended without the written consent of the SPC.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.13, 2.14, 2.15 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Except as provided in Section 4.01, this Agreement shall become effective when

it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors on a need to know basis (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the

consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower, if the Administrative Agent or such Lender has no actual knowledge that the provider of such information was under a confidentiality obligation. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GARTNER GROUP, INC.,

by
/s/ Michael Fleisher

Name: Michael Fleisher
Title: CFO & VP

THE CHASE MANHATTAN BANK, individually and as
Administrative Agent,

by
/s/ Robert Anastasio

Name: Robert Anastasio
Title: Vice President

CREDIT SUISSE FIRST BOSTON, individually and as
Syndication Agent,

by
/s/ Joel Glodowski

Name: Joel Glodowski
Title: Managing Director

by
/s/ Robert Hetu

Name: Robert Hetu
Title: Vice President

FLEET NATIONAL BANK, individually and as
Documentation Agent,

by
/s/ Christopher Criswell

Name: Christopher Criswell
Title: Senior Vice
President

BANCO ESPIRITO SANTO E COMERCIAL DE LISBOA, NASSAU BRANCH,

by
/s/ Andrew M. Orsen

Name: Andrew M. Orsen
Title: Vice President

by
/s/ Terry R. Hull

Name: Terry R. Hull
Title: Senior V.P.

BANK LEUMI USA,

by
/s/ Steven Laufer

Name: Steven Laufer
Title: Assistant Vice President

by
/s/ Michaela Klein

Name: Michaela Klein
Title: Senior Vice President

THE BANK OF NEW YORK,

by
/s/ Melinda A. White

Name: Melinda A. White
Title: Vice President

THE BANK OF NOVA SCOTIA,

by
/s/ J.R. Trimble

Name: J.R. Trimble
Title: Senior Relationship Manager

BANK OF AMERICA,N.A.,

by
/s/ Chitt Swamidasan

Name: Chitt Swamidasan
Title: Vice President

BANKBOSTON, N.A.,

by
/s/ Tena C. Lindeauer

Name: Tena C. Lindenauer
Title: Managing Director

COMERICA BANK,

by
/s/ David W. Shirey

Name: David W. Shirey
Title: Assistant Vice President

DAI ICHI KANGYO BANK,LTD.,

by
/s/ Nelson Y. Chang

Name: Nelson Y. Chang
Title: Account Officer

DEUTSCHE BANK A.G., NEW YORK
AND/OR CAYMAN ISLANDS BRANCH,

by

/s/ Susan L.Pearson

Name: Susan L. Pearson
Title: Assistant Vice President

by
/s/ Alexander Karow

Name: Alexander Karow
Title: Assistant Vice President

THE FIRST CHICAGO NATIONAL BANK,

by
/s/ Robert McMillan

Name: Robert McMillan
Title: Corporate Banking Officer

FIRST UNION NATIONAL BANK,

by
/s/ Paul T. Savino

Name: Paul T. Savino
Title: Senior Vice President

THE FUJI BANK, LIMITED,

by
/s/ Teiji Teramoto

Name: Teiji Teramoto
Title: Vice President & Manager

IBM CREDIT CORPORATION,

by
/s/ Ronald J. Bachner

Name: Ronald J. Bachner
Title: Manager, Commercial Financing Solutions Americas

MERCANTILE BANK, NATIONAL ASSOCIATION,

by
/s/ Kirk A. Porter

Name: Kirk A. Porter
Title: Senior Vice President

NATIONAL CITY BANK,

by
/s/ Randall J. Rawe

Name: Randall J. Rawe
Title: Senior Vice President

PEOPLE'S BANK,

by
/s/ Martin H. Anderson

Name: Martin H. Anderson
Title: Assistant Vice President

STATE STREET BANK AND TRUST COMPANY,

by
/s/ Michael J. Cronin

Name: Michael J. Cronin
Title: Vice President

THE SUMITOMO BANK, LIMITED,

by
/s/ J. Bruce Meredith

Name: J. Bruce Meredith
Title: Senior Vice
President

SUNTRUST BANKS, INC.,

by
/s/ W. David Wisdom

Name: W. David Wisdom
Title: Vice President

Schedule 2.01

Lender	Commitment
[to come]	

EXHIBIT A

[FORM OF]

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Credit Agreement dated as of July 16, 1999 (as amended and in effect on the date hereof, the "Credit Agreement"), among Gartner Group, Inc., the Lenders named therein and The Chase Manhattan Bank, as Administrative Agent for the Lenders. Terms defined in the Credit Agreement are used herein with the same meanings.

The Assignor named on the reverse hereof hereby sells and assigns, without recourse to the Assignor, to the Assignee named on the reverse hereof, and the Assignee hereby purchases and assumes, without recourse to the Assignor, from the Assignor, effective as of the Assignment Date set forth on the reverse hereof, the interests set forth on the reverse hereof (the "Assigned Interest") in the Assignor's rights and obligations under the Credit Agreement, including, without limitation, the interests set forth on the reverse hereof in the Commitments of the Assignor on the Assignment Date and Term Loans and Revolving Loans owing to the Assignor which are outstanding on the Assignment Date, but excluding accrued interest and fees to and excluding the Assignment Date. The Assignee hereby acknowledges receipt of a copy of the Credit Agreement and the other Loan Documents. From and after the Assignment Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall, to the extent of the Assigned Interest, relinquish its rights (except as otherwise provided in the Credit Agreement) and be released from its obligations under the Credit Agreement.

This Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if the Assignee is a Foreign Lender, any documentation required to be delivered by the Assignee pursuant to Section 2.15(e) of the Credit Agreement, duly completed and executed by the Assignee, and (ii) if the Assignee is not already a Lender under the Credit Agreement, an Administrative Questionnaire in the form supplied by the Administrative Agent, duly completed by the Assignee. The [Assignee/Assignor] shall pay the fee payable to the Administrative Agent pursuant to Section 9.04(b) of the Credit Agreement.

This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the State of New York.

Date of Assignment:

Legal Name of Assignor:

Legal Name of Assignee:

Assignee's Address for Notices:

Effective Date of Assignment
("Assignment Date"):

	Principal Amount Assigned	Percentage Assigned of Facility/Commitment (set forth, to at least 8 decimals, as a percentage of the aggregate Commitments of all Lenders thereunder)
Facility		
Revolving Commitment Assigned:	$	%
Term Commitment Assigned:	$	%
Revolving Loans:		
Term Loans:		

The terms set forth above and on the reverse side hereof are hereby agreed to:

[Name of Assignor] , as Assignor

By: _____
Name:
Title:

[Name of Assignee] , as Assignee

By: _____
Name:
Title:

The undersigned hereby consent to the within assignment: 1/

Gartner Group, Inc.,

By: _____
Name:
Title:

The Chase Manhattan Bank, as Administrative Agent,

By: _____
Name:
Title:

- --------

1/ Consents to be included to the extent required by Section 9.04(b) of the Credit Agreement.

EXHIBIT B

Form of Opinion of Borrower's Counsel

[to come]

EXHIBIT C

[FORM OF]

GUARANTEE AGREEMENT dated as of July 16, 1999, among each of the subsidiaries listed on Schedule I hereto (each such subsidiary individually, a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors") of GARTNER GROUP, INC., a Delaware corporation (the "Borrower"), and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

Reference is made to the Credit Agreement dated as of July 16, 1999 (as amended from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as Administrative Agent. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Lenders have agreed to make Loans to the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. In connection therewith, each Subsidiary Guarantor has agreed to guarantee the Obligations (as defined below) by entering into this Agreement. Each of the Subsidiary Guarantors is a directly or indirectly owned Subsidiary of the Borrower, and each of the Subsidiary Guarantors acknowledges that it will derive substantial benefit from the making of the Loans by the Lenders. The obligations of the Lenders to make Loans are conditioned on, among other things, the execution and delivery by the Subsidiary Guarantors of a Guarantee Agreement in the form hereof. As consideration therefor, the Subsidiary Guarantors are willing to execute this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Guarantee. Each Subsidiary Guarantor unconditionally guarantees, jointly with the other Subsidiary Guarantors and severally, as a primary obligor and not merely as a surety, (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Administrative Agent and the Lenders under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents and (c) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (c) being collectively called the "Obligations"). Each Subsidiary Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it.

SECTION 2. Obligations Not Waived. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives presentment to, demand of payment from and protest to the Borrower of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. To the fullest extent permitted by applicable law, the obligations of each Subsidiary Guarantor hereunder shall not be affected by (a) the failure of the Administrative Agent or any Lender to assert any claim or

demand or to enforce or exercise any right or remedy against the Borrower or any other Subsidiary Guarantor under the provisions of the Credit Agreement, any other Loan Document or otherwise or (b) any rescission, waiver (except the effect of any waiver obtained pursuant to Section 11(b)), amendment or modification of, or any release from any of the terms or provisions of, this Agreement, any other Loan Document, any Guarantee or any other agreement, including with respect to any other Subsidiary Guarantor under this Agreement.

SECTION 3. Guarantee of Payment. Each Subsidiary Guarantor further agrees that its guarantee constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent or any Lender in favor of the Borrower or any other person or to any collateral security.

SECTION 4. No Discharge or Diminishment of Guarantee. The obligations of each Subsidiary Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Obligations), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Subsidiary Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy under the Credit Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, by any default, failure or delay, wilful or otherwise, in the performance of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Subsidiary Guarantor or that would

otherwise operate as a discharge of any Subsidiary Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each of the Subsidiary Guarantors authorizes the Administrative Agent to (a) take and hold security for the payment of this Guarantee and the Obligations and exchange, enforce, waive and release any such security, (b) apply such security and direct the order or manner of sale thereof as it in its sole discretion may determine and (c) release or substitute any one or more endorsees, other guarantors or other obligors.

SECTION 5. Defenses of Borrower Waived. To the fullest extent permitted by applicable law, each of the Subsidiary Guarantors waives any defense based on or arising out of any defense of the Borrower or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower, other than the final and indefeasible payment in full in cash of the Obligations. The Administrative Agent and the Lenders may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other guarantor or exercise any other right or remedy available to them against the Borrower or any other guarantor, without affecting or impairing in any way the liability of any Subsidiary Guarantor hereunder except to the extent the Obligations have been fully, finally and indefeasibly paid in cash. Pursuant to applicable law, each of the Subsidiary Guarantors waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Subsidiary Guarantor against the Borrower or any other Subsidiary Guarantor or guarantor, as the case may be, or any security.

SECTION 6. Agreement to Pay; Subordination. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any Lender has at law or in equity against any Subsidiary Guarantor by

virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Subsidiary Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent or such Lender as designated thereby in cash the amount of such unpaid Obligations. Upon payment by any Subsidiary Guarantor of any sums to the Administrative Agent or any Lender as provided above, all rights of such Subsidiary Guarantor against the Borrower arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations. If any amount shall erroneously be paid to any Subsidiary Guarantor on account of such subrogation, contribution, reimbursement, indemnity or similar right, such amount shall be held in trust for the benefit of the Administrative Agent and the Lenders and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

SECTION 7. Information. Each of the Subsidiary Guarantors assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Subsidiary Guarantor assumes and incurs hereunder, and agrees that none of the Administrative Agent or the Lenders will have any duty to advise any of the Subsidiary Guarantors of information known to it or any of them regarding such circumstances or risks.

SECTION 8. Representations and Warranties. Each of the Subsidiary Guarantors represents and warrants as to itself that all representations and warranties relating to it contained in the Credit Agreement are true and correct in all material respects.

SECTION 9. Termination. The Guarantees made hereunder (a) shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement and (b) shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent or any Lender or any Subsidiary Guarantor upon the bankruptcy or reorganization of the Borrower, any Subsidiary Guarantor or otherwise. In addition, the guarantee made by each Subsidiary Guarantor hereunder shall automatically be terminated at such time, if any, as such Subsidiary Guarantor ceases to be a "Significant Subsidiary" pursuant to and in accordance with Section 5.10 of the Credit Agreement.

SECTION 10. Binding Effect; Several Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Subsidiary Guarantors that are contained in this Agreement shall bind and inure to the benefit of the Administrative Agent, the Lenders and their respective permitted successors and assigns. This Agreement shall become effective as to any Subsidiary Guarantor when a counterpart hereof executed on behalf of such Subsidiary Guarantor shall have been delivered to the Administrative Agent, and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Subsidiary Guarantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Subsidiary Guarantor, the Administrative Agent and the Lenders, and their respective permitted successors and assigns, except that no Subsidiary Guarantor shall have the right to assign its rights or obligations hereunder or any interest herein (and any such attempted assignment shall be void), except as expressly contemplated by this Agreement or the other Loan Documents. If all of the capital stock of a Subsidiary Guarantor is sold, transferred or otherwise disposed of pursuant to a transaction permitted by the Credit Agreement, such

Subsidiary Guarantor shall be released from its obligations under this Agreement without further action. This Agreement shall be construed as a separate agreement with respect to each Subsidiary Guarantor and may be amended, modified, supplemented, waived or released with respect to any Subsidiary Guarantor without the approval of any other Subsidiary Guarantor and without affecting the obligations of any other Subsidiary Guarantor hereunder.

SECTION 11. Waivers; Amendment. (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Subsidiary Guarantor in any case shall entitle such Subsidiary Guarantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Subsidiary Guarantors with respect to which such waiver, amendment or modification relates and the Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

SECTION 12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 13. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to each Subsidiary Guarantor shall be given to it at its address set forth in Schedule I.

SECTION 14. Survival of Agreement; Severability. (a) All covenants, agreements, representations and warranties made by the Subsidiary Guarantors herein shall be considered to have been relied upon by the Administrative Agent and the Lenders and shall survive the making by the Lenders of the Loans regardless of any investigation made by the Administrative Agent or the Lenders or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any other fee or amount payable under this Agreement or any other Loan Document is outstanding and unpaid and as long as the Commitments have not been terminated.

(b) In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 15. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 10. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 16. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

SECTION 17. Jurisdiction; Consent to Service of Process. (a) Each Subsidiary Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Subsidiary Guarantor or its properties in the courts of any jurisdiction.

(b) Each Subsidiary Guarantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Agreement will

affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 18. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.

SECTION 19. Additional Subsidiary Guarantors. Pursuant to Section 5.10 of the Credit Agreement, each Subsidiary Loan Party that was not in existence on the date of the Credit Agreement or that becomes a Subsidiary Loan Party after such date is required to enter into this Agreement as a Subsidiary Guarantor. Upon execution and delivery after the date hereof by the Administrative Agent and such a Subsidiary Loan Party of an instrument in the form of Annex 1 hereto, such Subsidiary Loan Party shall become a Subsidiary Guarantor hereunder with effect from and after the date of such execution and delivery. The execution and delivery of any such instrument shall not require the consent of any other Subsidiary Guarantor hereunder. The rights and obligations of each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 20. Right of Setoff. If an Event of Default shall have occurred and be continuing, each of the Administrative Agent and the Lenders is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final)

at any time held and other Indebtedness at any time owing by the Administrative Agent or such Lender, as the case may be, or any of their respective Affiliates, to or for the credit or the account of any Subsidiary Guarantor against any or all the obligations of such Subsidiary Guarantor now or hereafter existing under this Agreement and the other Loan Documents held by the Administrative Agent or such Lender, irrespective of whether or not the Administrative Agent or such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be unmatured. The rights of the Administrative Agent and each Lender under this Section 20 are in addition to other rights and remedies (including other rights of setoff) which such Person may have.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GARTNER GROUP, INC.,

by

Name:
Title:

COMPUTER AND COMMUNICATION
INFORMATION SERVICES, INC.,

by

Name:
Title:

DATAQUEST INCORPORATED,

by

Name:
Title:

DATAQUEST(KOREA)INC.,

by

Name:
Title:

DECISION DRIVERS, INC,

by

Name:
Title:

GARTNER ENTERPRISES LTD.,

by

Name:
Title:

GARTNER GROUP LEARNING INC.,

by

Name:
Title:

G.G. GLOBAL HOLDINGS,

by

Name:
Title:

G.G. INVESTMENT MANAGEMENT, INC.,

by

Name:
Title:

G.G. CREDIT INC.,

by

Name:
Title:

G.G. WEST CORPORATION,

by

Name:
Title:

GRIGGS-ANDERSON, INC.,

by

Name:
Title:

THE RESEARCH BOARD, INC.,

by

Name:
Title:

VISION EVENTS INTERNATIONAL, INC.,

by

Name:
Title:

VUE ACQUISITION CORPORATION,

by

Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent,

by

Name:
Title:

G.G. CANADA,INC.

by

Name:
Title:

INTECO CORPORATION,

by

Name:
Title:

SCHEDULE I TO THE

GUARANTEE AGREEMENT

Subsidiary Guarantor	Address

Annex 1 to the
Guarantee Agreement

SUPPLEMENT NO. dated as of , to the Guarantee Agreement dated as of July 16, 1999, among each of the subsidiaries listed on Schedule I thereto (each such subsidiary individually, a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors") of GARTNER GROUP, INC., a Delaware corporation (the "Borrower"), and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as Administrative Agent for the Lenders.

A. Reference is made to the Credit Agreement dated as of July 16, 1999 (as amended from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as Administrative Agent for the Lenders. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

B. The Subsidiary Guarantors have entered into the Guarantee Agreement in order to induce the Lenders to make Loans. Pursuant to Section 5.10 of the Credit Agreement, each Subsidiary Loan Party that was not in existence on the date of the Credit Agreement or that becomes a Subsidiary Loan Party after such date is required to enter into the Guarantee Agreement as a Subsidiary Guarantor. Section 19 of the Guarantee Agreement provides that such additional Subsidiaries of the Borrower may become Subsidiary Guarantors under the Guarantee Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary of the Borrower (the "New Subsidiary Guarantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor under the Guarantee Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Subsidiary Guarantor agree as follows:

SECTION 1. In accordance with Section 19 of the Guarantee Agreement, the New Subsidiary Guarantor by its signature below becomes a Subsidiary Guarantor under the Guarantee Agreement with effect from and after the date of execution and delivery of this Agreement in accordance with Section 3 hereof and the New Subsidiary Guarantor hereby (a) agrees to, and assumes and agrees to be bound by, all the terms and provisions of the Guarantee Agreement applicable to it as a Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Guarantor thereunder are true and correct on and as of the date hereof. Each reference to a "Subsidiary Guarantor" in the Guarantee Agreement shall be deemed to include the New Subsidiary Guarantor. The Guarantee Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary Guarantor represents and warrants to the Administrative Agent and the Lenders that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiary Guarantor and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Guarantee Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision hereof in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 13 of the Guarantee Agreement. All communications and notices hereunder to the New Subsidiary Guarantor shall be given to it at the address set forth under its signature below, with a copy to the Borrower.

SECTION 8. The New Subsidiary Guarantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the fees, disbursements and other charges of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Subsidiary Guarantor and the Administrative Agent have duly executed this Supplement to the Guarantee Agreement as of the day and year first above written.

[Name of New Subsidiary Guarantor],

by

Name:
Title:
Address:

THE CHASE MANHATTAN BANK,
as Administrative Agent,

by

Name:
Title:

EXHIBIT D

INDEMNITY, SUBROGATION and CONTRIBUTION AGREEMENT dated as of July 16, 1999, among GARTNER GROUP, INC., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I hereto (the "Subsidiary Guarantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

Reference is made to (a) the Credit Agreement dated as of July 16, 1999 (as amended from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as administrative agent for the Lenders, and (b) the Guarantee Agreement dated as of July 16, 1999, among the Subsidiary Guarantors and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Lenders have agreed to make Loans to the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Subsidiary Guarantors have agreed to guarantee such Loans and the other Obligations (as defined in the Guarantee Agreement) of the Borrower under the Credit Agreement pursuant to the Guarantee Agreement. The obligations of the Lenders to make Loans are conditioned on, among other things, the execution and delivery by the Borrower and the Subsidiary Guarantors of an agreement in the form hereof.

Accordingly, the Borrower, each Subsidiary Guarantor and the Administrative Agent agree as follows:

SECTION 1. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Subsidiary Guarantors may have under applicable law (but subject to Section 3), the Borrower agrees that in the event a payment shall be made by any Subsidiary Guarantor under the Guarantee Agreement, the Borrower shall indemnify such Subsidiary Guarantor for the full amount of such payment and such Subsidiary Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment.

SECTION 2. Contribution and Subrogation. Each Subsidiary Guarantor (a "Contributing Guarantor") agrees (subject to Section 3) that, in the event a payment shall be made by any other Subsidiary Guarantor under the Guarantee Agreement and such other Subsidiary Guarantor (the "Claiming Guarantor") shall not have been fully indemnified by the Borrower as provided in Section 1, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor, and the denominator shall be the aggregate net worth of all the Subsidiary Guarantors, in each case on the date hereof (or, in the case of any Subsidiary Guarantor becoming a party hereto pursuant to Section 11, the date of the Supplement hereto executed and delivered by such Subsidiary Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 2 shall be subrogated to the rights of such Claiming Guarantor under Section 1 to the extent of such payment.

SECTION 3. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Subsidiary Guarantors under Sections 1 and 2 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Subsidiary Guarantor to make the payments required by Sections 1 and 2 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Subsidiary Guarantor with respect to its

obligations hereunder, and each Subsidiary Guarantor shall remain liable for the full amount of the obligations of such Subsidiary Guarantor hereunder.

SECTION 4. Termination. This Agreement shall survive and be in full force and effect so long as any Obligation is outstanding and has not been indefeasibly paid in full in cash, and so long as any of the Commitments under the Credit Agreement have not been terminated, and shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any guaranteed Obligation is rescinded or must otherwise be restored by the Administrative Agent, any Lender or any Subsidiary Guarantor upon the bankruptcy or reorganization of the Borrower or any Subsidiary Guarantor or otherwise.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. No Waiver; Amendment. (a) No failure on the part of the Administrative Agent or any Subsidiary Guarantor to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Administrative Agent or any Subsidiary Guarantor preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. None of the Administrative Agent and the Subsidiary Guarantors shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such parties.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Borrower, the Subsidiary Guarantors and the Administrative Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

SECTION 7. Notices. All communications and notices hereunder shall be in writing and given as provided in the Guarantee Agreement and addressed as specified therein.

SECTION 8. Binding Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the parties that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns. Except as contemplated herein or in the Credit Agreement, neither the Borrower nor any Subsidiary Guarantor may assign or transfer any of its rights or obligations hereunder (and any such attempted assignment or transfer shall be void) without the prior written consent of each Lender. Notwithstanding the foregoing, at the time any Subsidiary Guarantor is released from its obligations under the Guarantee Agreement in accordance with the Guarantee Agreement and the Credit Agreement, such Subsidiary Guarantor will cease to have any rights or obligations under this Agreement.

SECTION 9. Survival of Agreement; Severability. (a) All covenants and agreements made by the Borrower and each Subsidiary Guarantor herein shall be considered to have been relied upon by the Administrative Agent, the Lenders and each Subsidiary Guarantor and shall survive the making by the Lenders of the Loans and shall continue in full force and effect as long as the principal of or any accrued interest on any Loans or any other fee or amount payable under the Credit Agreement or this Agreement or under any of the other Loan Documents is outstanding and unpaid and as long as the Commitments have not been terminated.

(b) In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be

affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall be effective with respect to any Subsidiary Guarantor when a counterpart bearing the signature of such Subsidiary Guarantor shall have been delivered to the Administrative Agent. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 11. Additional Guarantors. Pursuant to Section 5.10 of the Credit Agreement, each Subsidiary Loan Party that was not in existence on the date of the Credit Agreement or that becomes a Subsidiary Loan Party after such date is required to enter into the Guarantee Agreement as a Subsidiary Guarantor. Upon execution and delivery after the date hereof by the Administrative Agent and such Subsidiary of an instrument in the form of Annex 1 hereto, such Subsidiary shall become a Subsidiary Guarantor hereunder with effect from and after the date of such execution and delivery. The execution and delivery of any such instrument shall not require the consent of any other Subsidiary Guarantor hereunder. The rights and obligations of each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first appearing above.

GARTNER GROUP, INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: CFO & VP

COMPUTER AND COMMUNICATION
INFORMATION SERVICES,
INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

DATAQUEST INCORPORATED,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

DATAQUEST(KOREA)INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

DECISION DRIVERS, INC,

by
/s/ Cathy S. Satz
Name: Cathy S. Satz
Title: Secretary

GARTNER ENTERPRISES LTD.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

GARTNER GROUP LEARNING INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

G.G. GLOBAL HOLDINGS,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

G.G. INVESTMENT MANAGEMENT, INC.,

by
/s/ Andrea Tarbox
Name: Andrea Tarbox
Title: Treasurer

G.G. CREDIT INC.,

by
/s/ Andrea Tarbox
Name: Andrea Tarbox
Title: Treasurer

G.G. WEST CORPORATION,

by
/s/ Brain Callahan
Name: Brian Callahan
Title: President

GRIGGS-ANDERSON, INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

THE RESEARCH BOARD, INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

VISION EVENTS INTERNATIONAL, INC.,

by
/s/ Michael Fleisher
Name: Michael Fleisher
Title: Vice President

VUE ACQUISITION CORPORATION,

by
/s/ Cathy S. Satz
Name: Cathy S. Satz
Title: Secretary

THE CHASE MANHATTAN BANK,
as Administrative Agent,

by
/s/ Ronald Anastasio
Name: Rober Anastasio
Title: Vice President

G.G. CANADA,INC.

by
/s/ Cathy S. Satz
Name: Cathy S. Satz
Title: Secretary

INTECO CORPORATION,

by
/s/ Cathy S. Satz
Name: Cathy S. Satz
Title: Secretary

SCHEDULE I
to the Indemnity Subrogation
and Contribution Agreement

Subsidiary Guarantors

Name	Address
- ----	-------

Annex 1 to
the Indemnity, Subrogation and
Contribution Agreement

SUPPLEMENT NO. dated as of [ ], to the Indemnity, Subrogation and Contribution Agreement dated as of July 16, 1999 (as the same may be amended, supplemented or otherwise modified from time to time, the "Indemnity, Subrogation and Contribution Agreement"), among GARTNER GROUP, INC., a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I thereto (the "Subsidiary Guarantors"), and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (the "Administrative Agent"), for the Lenders.

A. Reference is made to (a) the Credit Agreement dated as of July 16, 1999 (as amended from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as Administrative Agent, and (b) the Guarantee Agreement dated as of July 16, 1999, among the Subsidiary Guarantors and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indemnity, Subrogation and Contribution Agreement and the Credit Agreement.

C. The Borrower and the Subsidiary Guarantors have entered into the Indemnity, Subrogation and Contribution Agreement in order to induce the Lenders to make Loans. Pursuant to Section 5.10 of the Credit Agreement, each Subsidiary Loan Party that was not in existence on the date of the Credit Agreement or that becomes a Subsidiary Loan Party after such date is required to enter into the Guarantee Agreement as a Subsidiary Guarantor. Section 11 of the Indemnity, Subrogation and Contribution Agreement provides that such additional Subsidiaries of the Borrower shall become Subsidiary Guarantors under the Indemnity, Subrogation and Contribution Agreement by execution and delivery of an instrument in the

form of this Supplement. The undersigned Subsidiary (the "New Guarantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor under the Indemnity, Subrogation and Contribution Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Guarantor agree as follows:

SECTION 1. In accordance with Section 11 of the Indemnity, Subrogation and Contribution Agreement, the New Guarantor by its signature below becomes a Subsidiary Guarantor under the Indemnity, Subrogation and Contribution Agreement with effect from and after the date of execution and delivery of this Agreement in accordance with Section 3 hereof, and the New Guarantor hereby agrees to, and assumes and agrees to be bound by, all the terms and provisions of the Indemnity, Subrogation and Contribution Agreement applicable to it as a Subsidiary Guarantor thereunder. Each reference to a "Subsidiary Guarantor" in the Indemnity, Subrogation and Contribution Agreement shall be deemed to include the New Guarantor. The Indemnity, Subrogation and Contribution Agreement is hereby incorporated herein by reference.

SECTION 2. The New Guarantor represents and warrants to the Administrative Agent and the Lenders that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Guarantor and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Indemnity, Subrogation and Contribution Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Indemnity, Subrogation and Contribution Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 7 of the Indemnity, Subrogation and Contribution Agreement. All communications and notices hereunder to the New Guarantor shall be given to it at the address set forth under its signature.

SECTION 8. The New Guarantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Guarantor and the Administrative Agent have duly executed this Supplement to the Indemnity, Subrogation and Contribution Agreement as of the day and year first above written.

[Name Of New Guarantor],

by

Name:
Title:
Address:

THE CHASE MANHATTAN BANK,
as Administrative Agent,

by

Name:
Title:

Exhibit E

Form of Pledge Agreement

[to come]

APPENDIX A

DISTRIBUTION AGREEMENT
BETWEEN
IMS HEALTH INCORPORATED
AND
GARTNER GROUP, INC.

DATED AS OF JUNE 17, 1999

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DISTRIBUTION AGREEMENT

DISTRIBUTION AGREEMENT, dated as of June 17, 1999 (this "Agreement"), between IMS HEALTH INCORPORATED, a Delaware corporation ("IMS HEALTH"), and GARTNER GROUP, INC., a Delaware corporation ("Gartner").

WHEREAS, IMS HEALTH owns, directly and indirectly, as of the close of business on the date hereof, 47,599,105 shares of Class A Common Stock, par value $.0005 per share ("Class A Common Stock"), of Gartner;

WHEREAS, simultaneously with the execution hereof, Gartner, IMS HEALTH, and GRGI, INC., a Delaware corporation and a wholly owned subsidiary of IMS HEALTH ("Merger Sub"), are entering into an Agreement and Plan of Merger in the form attached hereto as Exhibit A-1 (the "Recapitalization Agreement"), pursuant to which, among other things, Merger Sub will merge with and into Gartner with the consequent capital stock changes resulting in (i) IMS HEALTH acquiring, in exchange for 40,689,648 shares of Class A Common Stock held by it 40,689,648 shares of a new Class B Common Stock, par value $.0005 per share ("Class B Common Stock" and, together with the Class A Common Stock, the "Gartner Common Stock"), of Gartner, which class of stock shall be entitled to elect 80% of the members of the board of directors of Gartner and in all other respects shall be substantially identical to the Class A Common Stock, and (ii) IMS retaining 6,909,457 shares of Class A Common Stock (the "Retained Shares") and the Warrants (as defined herein) to purchase 599,400 shares of Class A Common Stock, and all other stockholders of Gartner retaining all their shares of Class A Common Stock, which class of stock shall be entitled to elect 20% of the members of the board of directors of Gartner (the "Recapitalization");

WHEREAS, the Board of Directors of IMS HEALTH has determined that it is appropriate, desirable and in the best interests of IMS HEALTH and its stockholders to distribute on the Distribution Date (as defined herein) all the shares of Class B Common Stock that IMS HEALTH will receive in the Recapitalization, on the terms and subject to the conditions set forth in this Agreement, to the holders of record of the Common Stock, par value $.01 per share, of IMS HEALTH ("IMS HEALTH Common Stock"), as of the Distribution Record Date (as defined herein), on a pro rata basis (the "Distribution");

WHEREAS, the Board of Directors of Gartner has determined that it is appropriate, desirable and in the best interests of Gartner and its stockholders that the Distribution be consummated, and the Recapitalization is a necessary and desirable means to enable the Distribution to occur;

WHEREAS, IMS HEALTH has received a ruling from the Internal Revenue Service to the effect that the Distribution will be a tax-free distribution within the meaning of Section 355 of the Code (as defined herein);

WHEREAS, upon the terms and subject to the conditions of this Agreement, the board of directors of Gartner shall declare the Cash Dividend (as defined herein), payable on a pro rata basis to holders of record of Gartner Common Stock as of the date immediately preceding the Distribution Record Date;

WHEREAS, upon the terms and subject to the conditions of this Agreement, Gartner will commence the Stock Repurchase (as defined herein) after the Distribution for a number of shares of Class A Common Stock and Class B Common Stock equal to 19.99% of the total number of outstanding shares of Gartner Common Stock; and

WHEREAS, each of IMS HEALTH and GARTNER has determined that it is necessary and desirable to set forth the principal corporate transactions required to effect the Distribution, the Recapitalization, the Cash Dividend and the Stock Repurchase and to set forth other agreements that will govern certain other matters following the Distribution.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(a) "Action" shall mean any action, suit, arbitration, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency, body or commission or any arbitration tribunal.

(b) "Affiliate" shall mean, when used with respect to a specified person, another person that controls, is controlled by, or is under common control with the person specified. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or other interests, by contract or otherwise.

(c) "Agreement Disputes" shall have the meaning set forth in Section 5.1.

(d) "Assets" shall mean assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

(e) "Business Entity" shall mean any corporation, partnership, limited liability company or other entity which may legally hold title to Assets.

(f) "Cash Dividend" shall have the meaning set forth in Section 2.2(a).

(g) "Cash Dividend Date" shall mean the date immediately preceding the Distribution Date.

(h) "Cash Dividend Record Date" shall mean the date immediately preceding the Distribution Record Date.

(i) "Claims Administration" shall mean the processing of claims made under the Shared Policies, including the reporting of claims to the insurance carriers and the management of the defense of claims.

(j) "Class A Common Stock" shall have the meaning set forth in the recitals hereto.

(k) "Class B Common Stock" shall have the meaning set forth in the recitals hereto.

(l) "Code" shall mean the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder, including any successor legislation.

(m) "Commission" shall mean the U.S. Securities and Exchange Commission.

(n) "Dataquest Agreement" shall mean that certain Acquisition Agreement dated as of November 27, 1995 by and among Gartner Group, Inc., Bosa Acquisition Corp., Gartner Group U.K. Ltd., Gartner Group GMBH, The Dun & Bradstreet Corporation, Dataquest Incorporated, Dataquest Europe Limited and Dataquest GMBH.

(o) "Declaration Date" shall mean the date, mutually agreed between IMS HEALTH and Gartner, on which (i) the IMS HEALTH Board of Directors shall declare the Distribution, (ii) the Gartner Board of Directors shall declare the Cash Dividend and (iii) the Certificate of Merger effecting the Recapitalization shall be filed with the Secretary of State of the State of Delaware.

(p) "DGCL" shall mean the General Corporation Law of the State of Delaware.

(q) "Distribution" shall have the meaning set forth in the recitals hereto.

(r) "Distribution Agent" shall mean the distribution agent selected by IMS HEALTH to effect the Distribution, which may be Gartner's stock transfer agent.

(s) "Distribution Date" shall mean the date determined by the Board of Directors of IMS HEALTH following the consummation of the Recapitalization for the mailing of certificates of Class B Common Stock to stockholders of IMS HEALTH in the Distribution. The Distribution Date shall be a date as soon as practicable following the Declaration Date, but not more than thirty days after the filing of the Certificate of Merger relating to the Recapitalization.

(t) "Distribution Record Date" shall mean the date determined by the Board of Directors of IMS HEALTH as the record date for the determination of the holders of record of IMS HEALTH Common Stock entitled to receive shares of Class B Common Stock in the Distribution.

(u) "Effective Time" shall mean immediately prior to the midnight, New York time, that ends the 24-hour period comprising the Distribution Date.

(v) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(w) "Financing Commitments" shall have the meaning set forth in Section 2.3.

(x) "Form 8-A" shall mean a Gartner registration statement on Form 8-A pursuant to which the Class B Common Stock shall be registered under the Exchange Act, including all amendments thereto.

(y) "Gartner" shall have the meaning set forth in the heading of this Agreement.

(z) "Gartner Business" shall mean each and every business conducted at any time prior to, on or after the Effective Time by Gartner or any current, former, or future Subsidiary of Gartner or other Business Entity controlled by Gartner, whether or not such Subsidiary is a Subsidiary of Gartner or such Business Entity is controlled by Gartner on the date hereof.

(aa) "Gartner Business Entity" shall mean any Business Entity a majority of the equity interests of which are owned, directly or indirectly, by Gartner.

(bb) "Gartner Group" shall mean Gartner and each Person that is a Subsidiary of Gartner immediately prior to the Effective Time.

(cc) "Gartner Indemnitees" shall mean Gartner, each member of the Gartner Group, each of their respective present and former directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(dd) "Gartner Liabilities" shall mean, collectively, any and all Liabilities whatsoever that arise out of, result from or are related to the operation of the Gartner Business or the ownership of the assets of the Gartner Business by Gartner, any current, former or future Subsidiary of Gartner or any Business Entity controlled by Gartner, whether such Liabilities arise before, on or after the Effective Time and whether known or unknown, fixed or contingent, and shall include, without limitation:

(i) any and all Liabilities to which IMS HEALTH or its predecessors and successors may become subject arising from or based upon its status or alleged status as a "controlling person" (as defined under Section 15 of the Securities Act and Section 20 of the Exchange Act) of Gartner relating to (a) the Proxy Statement (or any amendment thereto) (except for liabilities which Gartner incurs solely as a result of written information relating to IMS HEALTH supplied by IMS HEALTH for inclusion in the Proxy Statement) or (b) any other report or document filed by Gartner with the Commission at any time before, on or after the Effective Time (except for liabilities which Gartner incurs solely as a result of written information relating to IMS HEALTH or the IMS HEALTH Business supplied by IMS HEALTH for inclusion in such report or document);

(ii) any and all Liabilities that are expressly contemplated by this Agreement or the Recapitalization Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by Gartner or any member of the Gartner Group or to remain with Gartner or any member of the

Gartner Group and any Liabilities under this Agreement for a breach by Gartner of any representation, warranty or covenant herein; and

(iii) any and all Liabilities which IMS HEALTH or any of its Subsidiaries and any Affiliates may be subject to or which may be asserted against any of them arising from or based upon any sublease by Gartner or a Subsidiary of Gartner or other Business Entity controlled by Gartner of office space in Nanterre, France, Paris, France or Tokyo, Japan where RHD or any of its predecessors or any of their successors or their respective Affiliates occupy space on the premises, including pursuant to any sublease agreement or amendment or other agreement related thereto.

(ee) "Governmental Authority" shall mean any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority.

(ff) "IMS HEALTH Business" shall mean each and every business conducted at any time by IMS HEALTH or any current, former or future Subsidiary of IMS HEALTH (other than Gartner and its Subsidiaries) prior to the Effective Time or other Business Entity controlled by IMS HEALTH (other than Gartner and its Subsidiaries), whether or not such Subsidiary is a Subsidiary of IMS HEALTH or such Business Entity is controlled by IMS HEALTH on the date hereof, except for the Gartner Business.

(gg) "IMS HEALTH Business Entity" shall mean any Business Entity a majority of the equity interests of which are owned, directly or indirectly, by IMS HEALTH.

(hh) "IMS HEALTH Common Stock" shall mean the common stock, par value $.01 per share, of IMS HEALTH.

(ii) "IMS HEALTH Distribution" shall mean the distribution of the common stock of IMS HEALTH described in Exhibit 2.1(d)(i).

(jj) "IMS HEALTH Group" shall mean IMS HEALTH and each Person (other than any member of the Gartner Group) that is a Subsidiary of IMS HEALTH immediately prior to the Effective Time.

(kk) "IMS HEALTH Indemnitees" shall mean IMS HEALTH, each member of the IMS HEALTH Group, each of their respective present and former directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing, except Gartner Indemnitees who would not otherwise be an IMS HEALTH Indemnitee.

(ll) "IMS HEALTH Liabilities" shall mean, collectively, any and all Liabilities whatsoever that arise out of, result from or are related to the operation of the IMS HEALTH Business or the ownership of the assets of the IMS HEALTH Business by IMS HEALTH, any predecessor entity of IMS HEALTH (and all predecessors thereto) or any Subsidiary of or Business Entity controlled by any such predecessor, any current, former, or future Subsidiary of IMS HEALTH or any Business Entity controlled by IMS HEALTH (other than, in each case, Gartner and its Subsidiaries) whether such Liabilities arise before, on or after the Effective Time and whether known or unknown, fixed or contingent, and shall include, without limitation:

(i) any and all Liabilities that are expressly contemplated by this Agreement or the Recapitalization Agreement (or the Schedules hereto or thereto) as Liabilities to be assumed by IMS HEALTH or any member of the IMS HEALTH Group or to remain with IMS HEALTH or any member of the IMS HEALTH Group and any Liabilities under this Agreement for a breach by IMS HEALTH of any representation, warranty or covenant herein; and

(ii) any and all Liabilities which Gartner incurs solely as a result of written information relating to IMS HEALTH or the IMS HEALTH Business supplied by IMS HEALTH for inclusion in the Proxy Statement or any report or document filed by Gartner with the Commission.

(mm) "Indemnifying Party" shall have the meaning set forth in Section 3.3.

(nn) "Indemnitee" shall have the meaning set forth in Section 3.3.

(oo) "Insurance Administration" shall mean, with respect to each Shared Policy, the accounting for premiums, retrospectively-rated premiums, defense costs, indemnity payments, deductibles and retentions, as appropriate, under the terms and conditions of each of the Shared Policies, the reporting to insurance carriers of any losses or claims, and the distribution of Insurance Proceeds as contemplated by this Agreement.

(pp) "Insurance Proceeds" shall mean those monies (i) received by an insured from an insurance carrier or (ii) paid by an insurance carrier on behalf of an insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention, or cost of reserve paid or held by or for the benefit of such insured.

(qq) "Insured Claims" shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Shared Policies, whether or not subject to policy limits, deductibles, co-insurance, uncollectibility or retrospectively-rated premium adjustments.

(rr) "IRS" shall mean the Internal Revenue Service.

(ss) "IRS Ruling" shall have the meaning set forth in Section 2.1(b)(i).

(tt) "IRS Supplemental Ruling" shall mean a ruling from the IRS requested by IMS HEALTH providing, among other things, that neither the Recapitalization nor the Distribution will be taken into account in applying Section 355(e)(2)(A)(ii) of the Code.

(uu) "Liabilities" shall mean any and all losses, claims, charges, debts, demands, actions, causes of action, suits, damages, obligations, payments, costs and expenses, sums of money, accounts, reckonings, bonds, specialties, indemnities and similar obligations, exonerations, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, guarantees, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any law, rule, regulation, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses, whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any governmental or other regulatory or administrative agency, body or commission or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Agreement or the Recapitalization Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any person.

(vv) "1996 Distribution Agreement" shall mean the Distribution Agreement among Cognizant Corporation, The Dun & Bradstreet Corporation, which has been renamed the R.H. Donnelley Corporation ("RHD") and ACNielsen Corporation ("ACNielsen") dated as of October 28, 1996.

(ww) "1998 Distribution Agreement" shall mean the Distribution Agreement between Cognizant Corporation, which has been renamed Nielsen Media Research, Inc. ("NMR"), and IMS HEALTH dated as of June 30, 1998.

(xx) "NYSE" shall mean the New York Stock Exchange, Inc.

(yy) "NYSE Listing Application" shall mean the application to be submitted by Gartner to the NYSE for the listing of the Class B Common Stock.

(zz) "Person" shall mean any natural person, Business Entity, corporation, business trust, joint venture, association, company, partnership, other entity or government, or any agency or political subdivision thereof.

(aaa) "Policies" shall mean insurance policies and insurance contracts of any kind (other than life and benefits policies or contracts), including primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, workers' compensation and employee dishonesty insurance policies, bonds and self-insurance and captive insurance company arrangements, together with the rights, benefits and privileges thereunder.

(bbb) "Proxy Statement" shall have the meaning set forth in the Recapitalization Agreement.

(ccc) "Recapitalization" shall have the meaning set forth in the recitals hereto.

(ddd) "Recapitalization Agreement" shall have the meaning set forth in the recitals hereto.

(eee) "Retained Shares" shall have the meaning set forth in the recitals hereto.

(fff) "Required Consents" shall have the meaning set forth in Section 4.5.

(ggg) "Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(hhh) "Share Increase" shall have the meaning set forth in the Recapitalization Agreement.

(iii) "Shared Policies" shall mean all Policies, current or past, which are owned or maintained by or on behalf of IMS HEALTH or any Subsidiary of IMS HEALTH immediately prior to the Effective Time which relate to the Gartner Business and the IMS HEALTH Business.

(jjj) "Stock Repurchase" shall have the meaning set forth in Section 2.2(b).

(kkk) "Subsidiary" shall mean any corporation, partnership or other entity of which another entity (i) owns, directly or indirectly, ownership interests sufficient to elect a majority of the Board of Directors (or persons performing similar functions) (irrespective of whether at the time any other class or classes of ownership interests of such corporation, partnership or other entity shall or might have such voting power upon the occurrence of any contingency) or (ii) is a general partner or an entity performing similar functions (e.g., a trustee).

(lll) "Third Party Claim" shall have the meaning set forth in Section 3.3.

(mmm) "Transition Services Agreement" shall mean the Amended and Restated Transition Services Agreement dated as of June 30, 1998, among The Dun & Bradstreet Corporation, The New Dun & Bradstreet Corporation, NMR, IMS HEALTH, ACNielsen Corporation and Gartner.

(nnn) "Warrants" shall mean the Warrant dated as of November 1, 1996 and amended as of February 20, 1999 issued by Gartner exercisable for 539,460 shares of Class A Common Stock as of the date hereof and the Warrant dated as of November 1, 1996 and amended as of February 20, 1999 issued by Gartner exercisable for 59,940 shares of Class A Common Stock as of the date hereof.

(ooo) "Warrant Shares" shall mean the shares of Class A Common Stock issuable by Gartner pursuant to the Warrants.

SECTION 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, such Agreement. Unless the context otherwise requires, the words "hereof", "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

ARTICLE II.

DISTRIBUTION AND OTHER TRANSACTIONS;
CERTAIN COVENANTS AND REPRESENTATIONS AND WARRANTIES

SECTION 2.1 The Distribution and Other Transactions.

(a) The Distribution. Subject to the conditions set forth in Section 2.1(b) of this Agreement, on the Declaration Date the Board of Directors of IMS HEALTH shall declare the Distribution upon the terms set forth in this Agreement. To effect the Distribution, IMS HEALTH shall cause the Distribution Agent to distribute, on or as soon as practicable following the Distribution Date, on a pro rata basis and taking into account Section 2.1(c), to the holders of record of IMS HEALTH Common Stock on the Distribution Record Date, all shares of Class B Common Stock held by IMS HEALTH on the Distribution Date. During the period commencing on the date the certificates representing shares of Class B Common Stock are delivered to the Distribution Agent and ending upon the date(s) on which certificates evidencing such shares are mailed to holders of record of IMS HEALTH Common Stock on the Distribution Record Date or on which fractional shares of Class B Common Stock are sold on behalf of such holders, the Distribution Agent shall hold the certificates representing shares of Class B Common Stock on behalf of such holders. IMS HEALTH shall deliver to the Agent the share certificates representing the shares of Class B Common Stock held by IMS HEALTH which are to be distributed to the holders of IMS HEALTH Common Stock in the Distribution. IMS HEALTH agrees to reimburse the Distribution Agent for its reasonable costs, expenses and fees in connection with the Distribution. Gartner agrees, if required by IMS HEALTH, to provide all certificates evidencing shares of Class B Common Stock that IMS HEALTH shall require in order to effect the Distribution.

(b) Conditions to the Distribution. The IMS HEALTH Board of Directors shall declare the Distribution on the Declaration Date following the satisfaction or waiver by IMS HEALTH, as determined by IMS HEALTH in its sole discretion, of the conditions set forth below:

(i) The private letter ruling received from the IRS providing that, among other things, the Recapitalization and the Distribution will qualify as tax-free transactions for federal income tax purposes under Sections 354 and 355 of the Code, respectively (the "IRS Ruling") shall continue in effect; and IMS HEALTH and Gartner shall have complied with all provisions set forth in the IRS Ruling, the request for the IRS Supplemental Ruling and, if granted prior to such time, the IRS Supplemental Ruling, in each case, that are required to be complied with prior to the Declaration Date;

(ii) Any material governmental approvals and consents necessary to consummate the Distribution and the other transactions contemplated hereby and by the Recapitalization Agreement shall have been obtained and shall be in full force and effect;

(iii) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution and the other transactions contemplated hereby and by the Recapitalization Agreement shall be in effect and no other event outside the control of IMS HEALTH shall have occurred or failed to occur that prevents the lawful consummation of the Distribution;

(iv) The Recapitalization, the Cash Dividend, the Stock Repurchase and the Distribution shall be in compliance with applicable federal and state securities and other applicable laws;

(v) Each of Gartner and IMS HEALTH shall have received all the Required Consents;

(vi) All conditions to the Recapitalization shall have been satisfied or waived and no circumstances shall exist that would reasonably be expected to prevent the consummation of the Recapitalization immediately following the declaration of the Distribution;

(vii) The Cash Dividend shall be declared by the Board of Directors of Gartner substantially simultaneously with the declaration of the Distribution and no circumstances shall exist that would reasonably be expected to prevent the prompt payment of the Cash Dividend;

(viii) The Stock Repurchase shall have been authorized and not revoked by the Board of Directors of Gartner, or shall be so authorized simultaneously with the declaration of the Distribution and shall be committed to by Gartner to the satisfaction of IMS HEALTH;

(ix) The Form 8-A shall have been filed with the Commission and there shall be no impediment to the certification by the NYSE to the Commission of the listing of the Class B Common Stock;

(x) The Class B Common Stock shall have been approved for listing on the NYSE, subject to official notice of issuance;

(xi) Each of the representations and warranties of Gartner set forth in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Declaration Date; and Gartner shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement and the Recapitalization Agreement at or prior to the Declaration Date; and IMS HEALTH shall have received a certificate of the chief executive officer of Gartner as to the foregoing;

(xii) IMS HEALTH shall have received copies of the Financing Commitments from Gartner, Gartner shall have complied with Section 2.3 hereof, and IMS HEALTH, acting reasonably, shall be satisfied that funds available pursuant to such Financing Commitments, together with funds internally available to Gartner, shall be sufficient to consummate the Cash Dividend and the Stock Repurchase;

(xiii) All actions and other documents and instruments reasonably necessary in connection with the transactions contemplated hereby shall have been taken or executed, as the case may be, in form and substance reasonably satisfactory to IMS HEALTH; and

The foregoing conditions are for the sole benefit of IMS HEALTH and shall not give rise to or create any duty on the part of IMS HEALTH to waive or not waive any such condition.

(c) Sale of Fractional Shares. IMS HEALTH shall appoint the Distribution Agent as agent for each holder of record of IMS HEALTH Common Stock who would receive in the Distribution any fractional share of Class B Common Stock. The Distribution Agent shall aggregate all such fractional shares and sell them in an orderly manner after the Distribution Date in the open market and, after completion of such sales, distribute a pro rata portion of the net proceeds from such sales, based upon the gross selling price of all such fractional shares net of all selling expenses, to each stockholder of IMS HEALTH who would otherwise have received a fractional share. IMS HEALTH shall reimburse the Distribution Agent for its reasonable costs, expenses and fees (other than selling expenses) in connection with the sale of fractional shares of Class B Common Stock and the distribution of the proceeds thereof in accordance with this Section 2.1(c).

(d) Undertaking of Gartner. On or prior to the Distribution Date, Gartner will undertake (i) to each of RHD and ACNielsen to be jointly and severally liable for all "Cognizant Liabilities" (as defined in the 1996 Distribution Agreement) under the 1996 Distribution Agreement pursuant to an undertaking substantially in the form of Exhibit 2.1(d)(i) hereto, and (ii) to Nielsen Media Research, Inc. ("NMR") to be jointly and severally liable for all "IMS HEALTH Liabilities" (as defined in the 1998 Distribution Agreement) under the 1998 Distribution Agreement pursuant to an undertaking substantially in the form of Exhibit 2.1(d)(ii) hereto. IMS HEALTH (together with its successors and permitted assigns, jointly and severally) will indemnify Gartner against any and all liabilities to RHD, ACNielsen and NMR (including fees and expenses of counsel, which will be reimbursed as incurred) which Gartner or its successors and permitted assigns may become subject as a result of the undertakings referred to herein. This provision is not intended to limit in any respect any of Gartner's obligations under Section 3.1 hereof with respect to Gartner Liabilities.

(e) Other Actions. (i) IMS HEALTH shall prepare and mail, at such time as determined by IMS HEALTH, to the holders of IMS HEALTH Common Stock, such information concerning Gartner, its business, operations and management, the Distribution and the tax consequences thereof and such other matters as IMS HEALTH shall reasonably determine or as may be required by law. IMS HEALTH shall give Gartner and its counsel reasonably appropriate advance opportunity to review such document and shall consider in good faith any comments Gartner timely delivers to IMS HEALTH with respect to such

information. Gartner agrees to cooperate with IMS HEALTH in the preparation of, and provide any information reasonably requested by IMS HEALTH for inclusion in, such mailing. Gartner shall cause its officers to certify in writing to IMS HEALTH that all information provided to IMS HEALTH for such mailing is true and accurate in all material respects. IMS HEALTH and Gartner will prepare, and Gartner will, to the extent required under applicable law, file with the Commission any such documentation, including any no action letters or other requests for interpretive or regulatory assistance, if any, which IMS HEALTH and Gartner reasonably determine are necessary or desirable to effectuate the Distribution and the other transactions contemplated hereby and by the Recapitalization Agreement and IMS HEALTH and Gartner shall each use its commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable.

(ii) IMS HEALTH and Gartner shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the United States (and any comparable laws under any foreign jurisdiction) in connection with the Distribution and the other transactions contemplated hereby and by the Recapitalization Agreement.

(iii) Gartner shall prepare and file, and shall use its commercially reasonable efforts to have approved, an application for the listing on the NYSE of the Class B Common Stock to be distributed in the Distribution, subject to official notice of issuance. IMS HEALTH shall provide, upon request by Gartner, information reasonably necessary to Gartner for its preparation and filing of such application.

(iv) Subject to Section 2.1(e)(vii), Gartner shall prepare and file the Form 8-A (which may include or incorporate by reference information contained in the Proxy Statement) with the Commission as promptly as practicable following the execution hereof, and shall use its commercially reasonable efforts to cause the Form 8-A to become effective under the Exchange Act immediately following the consummation of the Recapitalization or as soon thereafter as practicable. IMS HEALTH shall provide, upon request by Gartner, information reasonably necessary to Gartner for its preparation and filing of such Form 8-A.

(v) On or prior to the Distribution Date, each of IMS HEALTH and Gartner shall take those actions and consummate those other transactions in connection with the Distribution that are contemplated by the IRS Ruling, the ruling request therefor or any related submissions by IMS HEALTH to the IRS (which shall have been reviewed by Gartner), including, to the extent applicable, the IRS Supplemental Ruling and the request therefor.

(vi) In addition to those matters specifically set forth above, IMS HEALTH and Gartner also shall take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 2.1(b) to be satisfied and to effect the Distribution on the Distribution Date.

(vii) Until the Distribution Date, Gartner agrees that prior to filing with the Commission any report or other document that contains any disclosure relating to the Distribution, this Agreement, the Recapitalization Agreement or any of the transactions contemplated hereby or thereby, it shall give IMS HEALTH and its counsel reasonably appropriate advance opportunity to review such report or other document and shall consider in good faith any comments IMS HEALTH may deliver to Gartner with respect to or for inclusion in such report or document.

(viii) Prior to the Distribution Date, Gartner shall not amend, and the Gartner Board of Directors shall not approve any amendment to, Gartner's restated Certificate of Incorporation or By-Laws, other than the amendments that will take effect upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in connection with the Recapitalization in accordance with the terms of the Recapitalization Agreement.

(ix) IMS HEALTH agrees to be present in person or by proxy at each and every stockholders meeting of Gartner at which the Recapitalization, the Governance Provisions and the Share Increase (each as defined in the Recapitalization Agreement) are submitted to the stockholders of Gartner for consideration at such meeting, and to vote, or cause to be voted, all shares of Gartner Class A Common Stock owned directly or indirectly by it and its Subsidiaries in favor of the Recapitalization, the

Governance Provisions and the Share Increase; provided that the Governance Provisions and the Share Increase are to become effective solely upon the effectiveness of the Merger; and similarly to execute any written consent submitted to stockholders by Gartner in favor of the Recapitalization, the Governance Provisions and the Share Increase.

(x) Effective upon the consummation of the Distribution, the Stockholder's Agreement dated as of March 19, 1993, between Gartner and The Dun & Bradstreet Corporation and the Amended and Restated Registration Agreement dated as of March 19, 1993, among Gartner, The Dun & Bradstreet Corporation, D&B Enterprises, Inc. and Gideon I. Gartner shall each automatically terminate and become void and of no further force or effect.

(xi) Except as expressly provided otherwise herein, all agreements and arrangements existing on the date hereof between IMS HEALTH or any of its Subsidiaries on the one hand and Gartner and any of its Subsidiaries on the other hand, whether written or oral, including those relating to the purchase and sale of products and services, shall continue in full force and effect in accordance with their terms and consistent with past practice from the date hereof, through the Distribution Date and thereafter.

(xii) Nothing contained in this Agreement shall in any way affect the relative rights and liabilities of the parties to the Dataquest Agreement.

SECTION 2.2 The Cash Dividend and the Stock Repurchase.

(a) The Cash Dividend. Subject to the conditions set forth in Section 2.2(c) of this Agreement, on the Declaration Date the Board of Directors of Gartner shall declare a pro rata cash dividend to all holders of record of Gartner Common Stock as of the Cash Dividend Record Date in the aggregate amount of $125 million (the "Cash Dividend").

(b) Stock Repurchase. Subject to the conditions set forth in Section 2.2(c) of this Agreement, Gartner shall, as soon as practicable following completion of the Recapitalization and the Distribution, in compliance with the rules and regulations of the Commission, including Regulation 13E under the Exchange Act, commence a "Dutch auction" tender offer (the "Self Tender Offer") for a number of shares of Class A Common Stock and Class B Common Stock in the aggregate equal to at least 15% of the total number of shares of Gartner Common Stock outstanding immediately following the Distribution (the "Minimum Self Tender Amount"), with such purchases allocated between shares of Class A Common Stock and Class B Common Stock on a pro rata basis based on the relative numbers of shares of such classes outstanding immediately following the Distribution ("Pro Rata"). Subject to the previous sentence, Gartner shall acquire all shares properly tendered in response to such Self Tender Offer as promptly as practicable following commencement thereof, subject to reasonable and customary conditions and other terms and reasonable range of purchase prices based on recent trading prices of Gartner Class A and Class B Common Stock, which conditions, terms and ranges shall be determined by the Board of Directors of Gartner in good faith. Subject to the conditions set forth in Section 2.2(c) of this Agreement, Gartner shall, as soon as practicable following completion of the Self Tender Offer, in compliance with the rules and regulations of the Commission, including Rule 10b-18 under the Exchange Act, purchase through an open-market stock purchase program an amount of shares of Common Stock equal to (i) 4.99% of the number of shares of Gartner Common Stock plus or minus (ii) the amount, if any, by which the Minimum Self Tender Amount is less than or exceeds, respectively, the number of shares of Gartner Common Stock actually purchased in the Self Tender Offer (the "Minimum Open Market Amount"), with such purchases allocated Pro Rata between shares of Class A Common Stock and Class B Common Stock (the "Open Market Repurchase Program" and, together with the Self Tender Offer, the "Stock Repurchase"). Gartner shall commence the Open Market Repurchase Program as promptly as practicable (subject to market conditions) after the Self Tender Offer and shall in any event complete the Open Market Repurchase Program in an orderly manner within two years after the Distribution Date. Gartner agrees that it will not repurchase any shares of Class A Common Stock or Class B Common Stock in the Self Tender Offer beneficially owned by any of its directors or officers and will not knowingly repurchase any shares of Class A Common Stock or Class B Common Stock in the Stock Repurchase beneficially owned by any of its directors or officers (it being understood that in the case of the

Open Market Repurchase Program effected through brokers, Gartner shall be deemed not to have knowledge of the identity of any seller).

(c) Conditions of the Cash Dividend and Stock Repurchase. The obligation of the Board of Directors of Gartner to declare the Cash Dividend on the Declaration Date and consummate the Stock Repurchase following completion of the Recapitalization and the declaration of the Distribution shall be conditioned upon the satisfaction or waiver by Gartner, as determined by Gartner in its sole discretion, of the following conditions:

(i) The IRS Ruling shall continue in effect; and IMS HEALTH shall have complied with all provisions set forth in the IRS Ruling, the request for the IRS Supplemental Ruling and, if granted prior to such time, the IRS Supplemental Ruling that, in each case, are required to be complied with by it prior to the Declaration Date;

(ii) All conditions to the Recapitalization shall have been satisfied or waived and no circumstances shall exist that would reasonably be expected to prevent the consummation of the Recapitalization immediately following the declaration of the Cash Dividend;

(iii) The Distribution shall be declared by the Board of Directors of IMS HEALTH substantially simultaneously with the declaration of the Cash Dividend and no circumstances shall exist that would reasonably be expected to prevent the prompt consummation of the Distribution;

(iv) Any material governmental approvals and consents necessary to consummate the Cash Dividend or the Stock Repurchase, as the case may be, shall have been obtained and shall be in full force and effect;

(v) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition in each case preventing the consummation of the Cash Dividend, the Stock Repurchase or the Distribution shall be in effect, and no other event outside the control of Gartner shall have occurred or failed to occur that prevents the lawful consummation of the Cash Dividend, the Stock Repurchase or the Distribution;

(vi) The Recapitalization, the Cash Dividend, the Stock Repurchase and the Distribution shall be in compliance with applicable federal and state securities and other applicable laws;

(vii) The Form 8-A shall have been filed with the Commission and there shall be no impediment to the certification by NYSE to the Commission of the listing of the Class B Common Stock;

(viii) The Class B Common Stock shall have been approved for listing on the NYSE, subject to official notice of issuance;

(ix) Each of the representations and warranties of IMS HEALTH set forth in this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Declaration Date; and IMS HEALTH shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement and the Recapitalization Agreement at or prior to the Declaration Date; and Gartner shall have received a certificate of the chief executive officer of IMS HEALTH as to the foregoing;

(x) All actions and other documents and instruments reasonably necessary in connection with the transactions contemplated hereby shall have been taken or executed, as the case may be, in form and substance reasonably satisfactory to Gartner; and

(xi) Each of Gartner and IMS HEALTH shall have received all the Required Consents.

The foregoing conditions are for the sole benefit of Gartner and shall not give rise to or create any duty on the part of Gartner to waive or not waive any such condition.

(d) Certain Limitations on Expenditures by Gartner. Until such time as the Cash Dividend is paid to Gartner's stockholders, Gartner shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of IMS HEALTH, (i) pay any other cash dividends on any of its capital stock,

(ii) repurchase any shares of its capital stock, except purchases necessary to offset (x) exercises of pre-existing employee stock options and (y) stock issuances under Gartner's Employee Stock Purchase Plan, or (iii) acquire any Assets or securities or make any capital expenditures which, when aggregated with any acquisition of Assets or securities or capital expenditures made since November 12, 1998, utilize more than $120 million in cash in the aggregate, excluding (1) transfers between Gartner and any direct or indirect wholly-owned Subsidiary of Gartner or between direct or indirect wholly-owned Subsidiaries of Gartner, (2) cash payments under Net Share-Settled Forward Purchase Contracts entered into with DMG Securities as set forth in Schedule 2.2(d) into prior to November 12, 1998 and not amended subsequent to such date and (3) up to $30 million of capital contributions to investments by the venture fund known as the SI Fund, of which Gartner is the sole limited partner.

SECTION 2.3 Financing.

(a) Gartner hereby represents and warrants to IMS HEALTH that it has secured financing commitments which, when added to its available cash and reasonably anticipated cash flow through the Declaration Date, will permit payment of the Cash Dividend and the completion of the Stock Repurchase, with sufficient cash available to meet the needs of Gartner's business, and which are subject only to customary conditions (the "Financing Commitments") and has provided copies of such Financing Commitments to IMS HEALTH.

(b) As promptly as practical following the date hereof, Gartner shall negotiate and execute definitive loan agreements for the financing contemplated by the Financing Commitments, which agreements shall make the funds to be borrowed thereunder available to Gartner with only customary conditions. Gartner shall provide copies of such loan agreements to IMS HEALTH and shall provide such other documents and information in connection therewith as IMS HEALTH shall reasonably request.

(c) Gartner shall be responsible for all fees and expenses of the lenders and other advisors in obtaining the Financing Commitments; provided, however, that, in the event the Financing Commitments are obtained more than 60 days in advance of the payment date for the Cash Dividend, IMS HEALTH shall be responsible for one-half of the amount by which the commitment fee for the Financing Commitments exceeds the commitment fee that would have been payable under the Financing Commitments if they were obtained 60 days in advance of the payment date for the Cash Dividend.

SECTION 2.4 Certain Limitations on Actions by IMS HEALTH. The parties agree that under the IRS Ruling IMS HEALTH is obligated to dispose of the Retained Shares and the Warrant Shares as quickly as feasible and in this regard the parties agree that, subject to representations and undertakings made by IMS HEALTH after the date hereof in order to obtain the IRS Supplemental Ruling,

(a) IMS HEALTH (i) shall not sell, transfer or otherwise dispose of, or issue any derivative security with respect to, the Retained Shares or the Warrant Shares for the period of 90 days following the Distribution Date and (ii) thereafter will not sell, transfer or otherwise dispose of, or issue any derivative security with respect to any Retained Shares or Warrant Shares, except (x) sales on the NYSE of Retained Shares or Warrant Shares in an amount (collectively) in any day in excess of 25% of the average daily trading volume of the Gartner Common Stock for the immediately preceding four weeks as reported on the NYSE composite tape (excluding shares sold, transferred or otherwise disposed of on the NYSE by IMS HEALTH or as to which IMS HEALTH issues a derivative security that trades on the NYSE, in each case, during such four week period), (y) in transactions which the parties agree in good faith would not reasonably be expected to have an adverse impact on the trading prices of the Gartner Common Stock as reported on the NYSE composite tape and (z) sales of shares to any institutional investor who agrees in writing not to sell, transfer or otherwise dispose of, or issue any derivative security with respect to, such shares until the later of 30 days from the date of such sale or the one year anniversary of the Declaration Date; and

(b) following the Distribution, in all matters requiring a vote of the holders of Class A Common Stock at any stockholder meeting or by written consent of the stockholders for such time as IMS

HEALTH holds the Retained Shares, IMS HEALTH will vote the Retained Shares and any Warrant Shares in proportion to the votes cast by all other holders of Class A Common Stock voting.

SECTION 2.5 Declaration Date; Further Assurances. (a) The parties agree that the Declaration Date shall occur as soon as reasonably practicable following the satisfaction or waiver of the conditions to the declaration of the Distribution set forth in Section 2.1(b) (other than the declaration of the Cash Dividend) and the conditions to the declaration of the Cash Dividend set forth in Section 2.2(c) (other than the declaration of the Distribution). The parties shall cause their respective Boards of Directors to meet telephonically or at the same location on the Declaration Date and each shall take such corporate action at such meeting as shall be required to effect the transactions contemplated hereby and by the Recapitalization Agreement. Immediately following such meetings, Gartner shall take all actions required to consummate the Recapitalization in accordance with the terms of the Recapitalization Agreement, including the filing of the Certificate of Merger relating to the Recapitalization with the Secretary of State of the State of Delaware.

(b) In case at any time after the date hereof any further action is reasonably necessary or desirable to carry out the Recapitalization, Cash Dividend, Distribution or Stock Repurchase or any other purpose of this Agreement or the Recapitalization Agreement, the proper officers of each party to this Agreement shall take all such necessary action. Without limiting the foregoing, IMS HEALTH and Gartner shall use their commercially reasonable efforts promptly to obtain all consents and approvals, to enter into all amendatory agreements and to make all filings and applications that may be required for the consummation of the transactions contemplated by this Agreement and the Recapitalization Agreement, including all applicable governmental and regulatory filings.

SECTION 2.6 Representations and Warranties. (a) Gartner hereby represents and warrants to IMS HEALTH as follows:

(i) Organization; Good Standing. Gartner is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate power required to consummate the transactions contemplated hereby and by the Recapitalization Agreement.

(ii) Authorization. The execution, delivery and performance by Gartner of this Agreement and the Recapitalization Agreement and the consummation by Gartner of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Gartner, other than the formal declaration of the Cash Dividend, formal initiation of the Stock Repurchase and the approval of the Recapitalization by the stockholders of Gartner. Each of this Agreement and the Recapitalization Agreement constitutes, and each other agreement or instrument executed and delivered or to be executed and delivered by Gartner pursuant to this Agreement or the Recapitalization Agreement will, upon such execution and delivery, constitute, a legal, valid and binding obligation of Gartner, enforceable against Gartner in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(iii) Consents and Filings. Except (w) for the NYSE Listing Application, (x) the IRS Ruling, (y) as required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and (z) for the filing of the Proxy Statement and the Form 8-A and any other reports or documents required to be filed under the Exchange Act, no consent of, or filing with, any Governmental Entity which has not been obtained or made is required for or in connection with the execution and delivery of this Agreement or the Recapitalization Agreement by Gartner, and the consummation by Gartner of the transactions contemplated hereby or thereby.

(iv) Noncontravention. The execution, delivery and performance of this Agreement and the Recapitalization Agreement by Gartner does not, and the consummation by Gartner of the transactions contemplated hereby and thereby will not, (x) violate any applicable federal, state or local statute, law, rule or regulation, (y) violate any provision of the Certificate of Incorporation or By-Laws of Gartner, or (z) violate any provision of, or result in the termination or acceleration of, or entitle any party to

accelerate any obligation or indebtedness under, any mortgage, lease, franchise, license, permit, agreement, instrument, law, order, arbitration award, judgment or decree to which Gartner or any of its Subsidiaries is a party or by which any of them are bound.

(v) Litigation. There are no actions or suits against Gartner pending, or to the knowledge of Gartner, threatened which seek to, and Gartner is not subject to any judgments, decrees or orders which, enjoin or rescind the transactions contemplated by this Agreement or the Recapitalization Agreement or otherwise prevent Gartner from complying with the terms and provisions of this Agreement or the Recapitalization Agreement.

(vi) Change of Control Adjustments. None of the Recapitalization, Cash Dividend, Stock Repurchase or Distribution or any of the other transactions contemplated hereby or by the Recapitalization Agreement will constitute a "change of control" or otherwise result in the increase or acceleration of any benefits, including to employees of Gartner, under any agreement to which Gartner or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound.

(vii) Surplus and Solvency. Gartner has on the date hereof, and at the Declaration Date and the Cash Dividend Date will have, surplus (as defined in and computed in accordance with Sections 154 and 244 of the DGCL) in excess of the amounts of cash required to effect the Cash Dividend and Stock Repurchase. Gartner is on the date hereof, and immediately after the payment of the Cash Dividend will be, and at all times during the period it is effecting the Stock Repurchase will be, Solvent. For purposes of this Section 2.7(a)(vii), "Solvent" means, at any date of determination, (x) the fair saleable value of Gartner's consolidated assets will exceed Gartner's consolidated liabilities as of such date, (y) Gartner will not have as of such date an unreasonably small amount of capital with which to conduct its business and (z) Gartner will be able to pay its debts as they mature.

(viii) Certain Transactions. Except for transactions or other actions that occurred prior to July 1, 1997 or that are described in Schedule 2.6(a), neither Gartner nor any other member of the Gartner Group has engaged in any transaction or taken any other action through the date hereof involving or relating to the stock of Gartner or options, warrants or other rights to acquire stock of Gartner. None of the transactions and other actions described in Schedule 2.6(a) which occurred prior to October 1, 1998 (the "Proposal Date") were undertaken by Gartner in contemplation of the Distribution or are related to the Distribution (the parties agree that the concept of the Distribution was solely conceived by IMS HEALTH and first communicated to Gartner on the Proposal Date), and all transactions and actions by Gartner described in Schedule 2.6(a) which occurred between the Proposal Date and the date hereof were undertaken in the ordinary course of business, and if other than compensatory stock plan issuances, were pursuant to a letter of intent which was executed by Gartner prior to the Proposal Date.

(b) IMS HEALTH hereby represents and warrants to Gartner as follows:

(i) Organization; Good Standing. IMS HEALTH is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate power required to consummate the transactions contemplated hereby and by the Recapitalization Agreement.

(ii) Authorization. The execution, delivery and performance by IMS HEALTH of this Agreement and the Recapitalization Agreement and the consummation by IMS HEALTH of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of IMS HEALTH, other than the formal declaration of the Distribution. Each of this Agreement and the Recapitalization Agreement constitutes, and each other agreement or instrument executed and delivered or to be executed and delivered by IMS HEALTH pursuant to this Agreement will, upon such execution and delivery, constitute, a legal, valid and binding obligation of IMS HEALTH, enforceable against IMS HEALTH in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(iii) Consents and Filings. Except (x) for the IRS Ruling, and (y) as required under the HSR Act and any other reports or documents required to be filed under the Exchange Act, no material consent of, or filing with, any Governmental Entity which has not been obtained or made is required to be obtained or made by IMS HEALTH for or in connection with the execution and delivery of this Agreement or the Recapitalization Agreement by IMS HEALTH, and the consummation by IMS HEALTH of the transactions contemplated hereby or thereby.

(iv) Noncontravention. The execution, delivery and performance of this Agreement and the Recapitalization Agreement by IMS HEALTH does not, and the consummation by IMS HEALTH of the transactions contemplated hereby and thereby will not, (x) violate any applicable federal, state or local statute, law, rule or regulation, (y) violate any provision of the Certificate of Incorporation or By-Laws of IMS HEALTH or (z) violate any provision of, or result in the termination or acceleration of, or entitle any party to accelerate any obligation or indebtedness under, any mortgage, lease, franchise, license, permit, agreement, instrument, law, order, arbitration award, judgment or decree to which IMS HEALTH or any of its Subsidiaries is a party or by which any of them are bound.

(v) Litigation. There are no actions or suits against IMS HEALTH pending, or to the knowledge of IMS HEALTH, threatened which seek to, and IMS HEALTH is not subject to any judgments, decrees or orders which, enjoin or rescind the transactions contemplated by this Agreement or the Recapitalization Agreement or otherwise prevent IMS HEALTH from complying with the terms and provisions of this Agreement or the Recapitalization Agreement.

SECTION 2.7. Certain Post-Distribution Transactions. (a)(i) Gartner and IMS HEALTH shall each comply and shall cause its Subsidiaries to comply with and otherwise not take action inconsistent with each representation made by such respective party to the IRS in connection with the requests by IMS HEALTH for the IRS Ruling and the IRS Supplemental Ruling, if any, and (ii) until two years after the Distribution Date, Gartner will maintain its status as a company engaged in the active conduct of a trade or business, as defined in Section 355(b) of the Code.

(b) If Gartner (or any of its Subsidiaries) fails to comply with any of its obligations under Section 2.7(a) above or takes any action or fails to take any required action, and such failure to comply, action or omission contributes to a determination that the Distribution fails to qualify under Section 355(a) of the Code or that the Gartner shares fail to qualify as qualified property for purposes of Section 355(c)(2) of the Code by reason of Section 355(e) of the Code, then Gartner shall indemnify and hold harmless IMS HEALTH and each member of the consolidated group of which IMS HEALTH is a member and the shareholders of IMS HEALTH from and against any and all federal, state and local taxes, including any interest, penalties or additions to tax, imposed upon or incurred by IMS HEALTH, any member of its group or any stockholder of IMS HEALTH as a result of the failure of the Distribution to qualify under Section 355(a) of the Code or the application of Section 355(e) (any such tax, interest, penalty or addition to tax, an "IMS HEALTH Tax Liability"); provided however that, notwithstanding any other provision of this Agreement, Gartner shall not be required to indemnify and hold harmless, and shall have no liability to, IMS HEALTH or any member of the consolidated group of which IMS HEALTH is a member or any stockholder of IMS Health for any such IMS HEALTH Tax Liability imposed or incurred (or that would have been imposed or incurred) solely as a result of

(i) the Recapitalization and the Distribution,

(ii) sales or other dispositions of Gartner Common Stock or warrants to purchase Gartner Common Stock by IMS HEALTH or any affiliate or IMS HEALTH after the Distribution Date,

(iii) repurchases by Gartner pursuant to and in compliance with Section 2.2(b) of this Agreement or the repurchases that are set forth in the IRS Ruling, or the request for the IRS Supplemental Ruling or, if granted at such time, the IRS Supplemental Ruling or any other IRS ruling that may be obtained by IMS HEALTH substantially similar to the requested IRS Supplemental Ruling,

(iv) issuances by Gartner after the date hereof through the second anniversary of the Distribution Date of stock options and other stock awards under compensatory stock programs, in the ordinary course

of business and consistent with past practice, to acquire an amount of Class A Common Stock equal to or less than 4% of the outstanding Gartner Common Stock on the date hereof,

(v) issuances by Gartner after the second anniversary of the Distribution Date of stock options and other stock awards under compensatory stock programs, unless, in the case of any such issuance, such issuance was pursuant to a plan, undertaking or understanding adopted or entered into during such two-year period and not exempt under clause (iv) hereof,

(vi) issuances by Gartner of Class A Common Stock after the date hereof pursuant to the exercise of outstanding stock options and other rights under compensatory stock programs existing at the date hereof,

(vii) issuances by Gartner of Class A Common Stock after the date hereof pursuant to the exercise of stock options and other rights referred to in clauses (iv) or (v) hereof,

(viii) issuances by Gartner of Class A Common Stock after the date hereof and within two years following the Distribution Date (other than issuances excluded under clauses (vi) or (vii)) that, in the aggregate, amount to 1% or less of the outstanding Gartner Common Stock on the date hereof,

(ix) issuances by Gartner of Class A Common Stock after the second anniversary of the Distribution Date, unless, in the case of any such issuance, such issuance was pursuant to a plan, undertaking or understanding adopted or entered into during such two-year period and not exempt under clause (viii) hereof,

(x) transactions prior to the date hereof that are described in Schedule 2.6(a),

(xi) transactions or any series of related transactions in Gartner Common Stock before or after the Distribution Date by any person or group (as defined under the Exchange Act) unless such transactions result in such person or group acquiring holdings of Gartner capital stock sufficient to allow such person or group to elect a majority of the Board of Directors of Gartner,

(xii) issuances of Gartner Common Stock upon any exercise or exercises of the Warrants,

(xiii) dispositions of shares of Gartner Common Stock by the holders thereof, or

(xiv) any combination of the transactions described in clauses (i) through (xiii) of this Section 2.7(b).

Notwithstanding the foregoing, Gartner shall not indemnify IMS HEALTH for any IMS HEALTH Tax Liability that results from any inaccuracy or incompleteness in any representation made by IMS HEALTH to the IRS in connection with the requests for the IRS Ruling or the IRS Supplemental Ruling or failure by IMS HEALTH to comply with any representation or undertaking by IMS HEALTH to the IRS in connection with the IRS Ruling, the IRS Supplemental Ruling or any requests therefor.

(c) In the event the IRS Supplemental Ruling is issued providing that grants and exercises of stock options and other stock rights under compensatory benefit plans of Gartner will not be taken into account in applying Section 355(e)(2)(A)(ii) (the "Stock Award Relief"), then (i) the limitation of Section 2.7(b)(iv) shall be expanded to permit the unlimited grant of stock options and other stock awards after the date hereof in the ordinary course of business and (ii) the limitation on issuances of Class A Common Stock in Section 2.7(b)(viii) shall be expanded from 1% or less to 3.5% or less of the outstanding Gartner Common Stock on the Distribution Date. Gartner agrees not to seek any private letter ruling seeking the relief sought in the IRS Supplemental Ruling request other than a private letter ruling (i) seeking the Stock Award Relief or (ii) providing that section (b)(4)(B) of the certificate of incorporation of Gartner to be effective upon consummation of the Recapitalization, which relates to the voting ability of any person or group beneficially owning 15% of more of the outstanding shares of the Class B Common Stock, will not have any adverse effect on the IRS Ruling and any other private letter ruling issued by the IRS to IMS HEALTH or any predecessor or former parent of IMS HEALTH. Subject to the last sentence of this Section 2.7(c), in the event a private letter ruling is issued by the IRS to Gartner providing the Stock Award Relief and such ruling is in form and substance satisfactory to IMS HEALTH in its good faith judgment, then (i) the limitation of

Section 2.7(b)(iv) shall be expanded to permit the unlimited grant of stock options and other stock awards after the date hereof in the ordinary course of business and (ii) the limitation on issuances of Class A Common Stock in Section 2.7(b)(viii) shall be expanded from 1% or less to 3.5% or less of the outstanding Gartner Common Stock on the date hereof. In no event shall Gartner file with, or otherwise make to, the IRS a request for a private letter ruling providing for the Stock Award Relief prior to the Distribution Date.

ARTICLE III.

INDEMNIFICATION

SECTION 3.1 Indemnification by Gartner. (a) Gartner shall indemnify, defend and hold harmless the IMS HEALTH Indemnitees from and against any and all Gartner Liabilities or third party allegations of Gartner Liabilities.

(b) Gartner shall indemnify, defend and hold harmless the IMS HEALTH Indemnitees and the shareholders of IMS HEALTH from and against any liability of any member of the IMS HEALTH Group or any shareholder of IMS HEALTH arising from any inaccuracy in, or failure by Gartner to comply with, any representation made by Gartner to the IRS in connection with the requests by IMS HEALTH for the IRS Ruling and the IRS Supplemental Ruling; provided, however, that, notwithstanding the foregoing, Gartner shall not indemnify IMS HEALTH, any IMS HEALTH Indemnitee or any shareholder of IMS HEALTH for any liability that results from any inaccuracy or incompleteness in any representation made by IMS HEALTH to the IRS in connection with requests for the IRS Ruling or the IRS Supplemental Ruling or failure by IMS HEALTH to comply with any representation made by IMS HEALTH to the IRS in connection with the requests for the IRS Ruling or the IRS Supplemental Ruling.

SECTION 3.2 Indemnification by IMS HEALTH. (a) Except as otherwise specifically set forth in any provision of this Agreement, IMS HEALTH shall indemnify, defend and hold harmless the Gartner Indemnitees from and against any and all IMS HEALTH Liabilities or third party allegations of IMS HEALTH Liabilities.

(b) IMS HEALTH shall indemnify, defend and hold harmless the Gartner Indemnitees from and against (i) any and all federal, state and local taxes, including any interest, penalties or additions to tax, that result solely from the Recapitalization or from the application of Treasury Regulation Section 1.1502-6 or any similar provision of state, local or other tax law and (ii) any liability of any member of the Gartner Group arising solely from any inaccuracy in, or failure by IMS Health to comply with, any representation made by IMS Health to the IRS in connection with the requests by IMS Health for the IRS Ruling and the IRS Supplemental Ruling; provided, however, that, notwithstanding the foregoing, IMS HEALTH shall not indemnify Gartner or any Gartner Indemnitee for any liability that results from any inaccuracy or incompleteness in any representation made by Gartner to the IRS in connection with requests for the IRS Ruling or the IRS Supplemental Ruling or failure by Gartner to comply with any representation made by Gartner to the IRS in connection with the requests for the IRS Ruling or the IRS Supplemental Ruling.

SECTION 3.3 Procedures for Indemnification in Third Party Claims.

(a) Third Party Claims. If a claim or demand is made against a Gartner Indemnitee or an IMS HEALTH Indemnitee (each, an "Indemnitee") by any person who is not a party to this Agreement (a "Third Party Claim") as to which such Indemnitee is entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the party which is or may be required pursuant to the terms hereof to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim promptly (and in any event within 15 business days) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure (except that the Indemnifying Party shall not be liable for any expenses incurred during the period in which the Indemnitee failed to give such notice). Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within five business days) after the Indemnitee's receipt

thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim.

If a Third Party Claim is made against an Indemnitee with respect to which a claim for indemnification is made pursuant to Section 3.1 or Section 3.2 hereof, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses and acknowledges in writing its obligation to indemnify the Indemnitee therefor, to assume the defense thereof with counsel selected by the Indemnifying Party; provided that such counsel is not reasonably objected to by the Indemnitee. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party shall, within 30 days (or sooner if the nature of the Third Party Claim so requires), notify the Indemnitee of its intent to do so, and the Indemnifying Party shall thereafter not be liable to the Indemnitee for legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, that such Indemnitee shall have the right to employ counsel to represent such Indemnitee if, in such Indemnitee's reasonable judgment, a conflict of interest between such Indemnitee and such Indemnifying Party exists in respect of such claim which would make representation of both such parties by one counsel inappropriate, and in such event the fees and expenses of such separate counsel shall be paid by such Indemnifying Party. If the Indemnifying Party assumes such defense, the Indemnitee shall have the right to participate in the defense thereof and to employ counsel, subject to the proviso of the preceding sentence, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood that the Indemnifying Party shall control such defense. The Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has failed to assume the defense thereof (other than during the period prior to the time the Indemnitee shall have given notice of the Third Party Claim as provided above). If the Indemnifying Party so elects to assume the defense of any Third Party Claim, all of the Indemnitees shall cooperate with the Indemnifying Party in the defense or prosecution thereof, including by providing or causing to be provided, Records and witnesses as soon as reasonably practicable after receiving any request therefor from or on behalf of the Indemnifying Party.

In no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim without the Indemnifying Party's prior written consent (which will not be unreasonably withheld); provided, however, that the Indemnitee shall have the right to settle, compromise or discharge such Third Party Claim without the consent of the Indemnifying Party if the Indemnitee releases the Indemnifying Party from its indemnification obligation hereunder with respect to such Third Party Claim and such settlement, compromise or discharge would not otherwise adversely affect the Indemnifying Party. If the Indemnifying Party acknowledges in writing liability for a Third Party Claim (as between the Indemnifying Party and the Indemnitee), the Indemnitee will agree to any settlement, compromise or discharge of a Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and releases the Indemnitee completely in connection with such Third Party Claim and that would not otherwise adversely affect the Indemnitee; provided, however, that the Indemnitee may refuse to agree to any such settlement, compromise or discharge if the Indemnitee agrees that the Indemnifying Party's indemnification obligation with respect to such Third Party Claim shall not exceed the amount that would be required to be paid by or on behalf of the Indemnifying Party in connection with such settlement, compromise or discharge. If an Indemnifying Party elects not to assume the defense of a Third Party Claim, or fails to notify an Indemnitee of its election to do so as provided herein, such Indemnitee may compromise, settle or defend such Third Party Claim.

Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim (and shall be liable for the fees and expenses of counsel incurred by the Indemnitee in defending such Third Party Claim) if the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnitee which the Indemnitee reasonably determines, after conferring with its counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Third Party Claim can be so separated from that for money damages, the Indemnifying Party shall be entitled to assume the defense of the portion relating to money damages.

(b) Subrogation. In the event of payment by an Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right or claim.

(c) Remedies Not Exclusive. The remedies provided in this Article III shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

SECTION 3.4 Indemnification Payments. Indemnification required by this Article III shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or loss, liability, claim, damage or expense is incurred.

ARTICLE IV.

COVENANTS

SECTION 4.1 Access to Information. (a) Other than in circumstances in which indemnification is sought pursuant to Article III (in which event the provisions of such Article will govern), from and after the Distribution Date, each of Gartner and IMS HEALTH shall afford to the other and its authorized accountants, counsel and other designated representatives reasonable access during normal business hours, subject to appropriate restrictions for classified, privileged or confidential information, to the personnel, properties, books and records of such party and its Subsidiaries insofar as such access is reasonably required by the other party and relates to such other party's performance of its obligations under this Agreement or the Recapitalization Agreement or such party's financial, tax and other reporting obligations.

(b) A party providing information or access to information to the other party under this Article IV shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses, as may be reasonably incurred in providing such information or access to information.

SECTION 4.2 Confidentiality. Each of Gartner and its Subsidiaries and IMS HEALTH and its Subsidiaries shall keep, and shall cause its employees, consultants, advisors and agents to keep, confidential all information concerning the other parties in its possession, its custody or under its control (except to the extent that (A) such information is then in the public domain through no fault of such party or (B) such information has been lawfully acquired from other sources by such party or (C) this Agreement or the Recapitalization Agreement or any other agreement entered into pursuant hereto or thereto permits the use or disclosure of such information) to the extent such information (i) relates to or was acquired during the period up to the Effective Time or pursuant to Section 4.1, or (ii) is based upon or is derived from information described in the preceding clause (i), and each party shall not (without the prior written consent of the other) otherwise release or disclose such information to any other person, except such party's auditors and attorneys, unless compelled to disclose such information by judicial or administrative process or unless such disclosure is required by law and such party has used commercially reasonable efforts to consult with the other affected party or parties prior to such disclosure.

SECTION 4.3 Standstill. (a) Subject to Sections 4.3(b) and 4.3(c), each of IMS HEALTH and Gartner agree not to solicit, initiate or encourage the commencement of negotiations or continue any current negotiations regarding any proposal for the acquisition by any third party of any shares of capital stock of Gartner (other than issuances of common stock by Gartner pursuant to employee stock plans in the ordinary course of business) or the acquisition of Gartner through any other means including a merger or purchase of assets (an "Acquisition Proposal") until the earlier to occur of the termination of this Agreement or the time at which the Distribution is consummated; provided, however, that IMS HEALTH may respond to any unsolicited inquiries or proposals solely to indicate that it is bound by this Section 4.3.

(b) IMS HEALTH shall be relieved of its obligations under Section 4.3(a) if any of the following occur:

(i) Gartner fails to comply with its obligations with respect to the Financing Commitments set forth in Section 2.3 hereof in a manner that would reasonably be expected to permit consummation of the Distribution (A) on or prior to July 31, 1999 or (B) if, without violation of the foregoing, the Distribution is not consummated by such date, as promptly as possible thereafter;

(ii) Gartner fails to comply with Section 2.2(d) herein;

(iii) Gartner fails to use commercially reasonable efforts to obtain the approval for listing of the Class B Common Stock on the NYSE in a manner that would reasonably be expected to permit consummation of the Distribution (A) on or prior to July 31, 1999 or (B) if, without violation of the foregoing, the Distribution is not consummated by such date, as promptly as possible thereafter;

(iv) Gartner fails to use commercially reasonable efforts to obtain clearance from the SEC to mail the Proxy Statement as promptly as practicable after the date hereof;

(v) Gartner fails to use commercially reasonable efforts to call a special meeting of stockholders to seek approval of the Recapitalization and the Governance Proposals to be held on or prior to July 16, 1999, except that the meeting so noticed may be adjourned solely to the extent necessary to obtain sufficient votes for approval;

(vi) Pursuant to Section 4.3(c)(ii), Gartner takes any action that would otherwise be prohibited by Section 4.3(a); provided, however, if Gartner takes any action permitted under Section 4.3(c)(ii) to evaluate any Acquisition Proposal and Gartner promptly provides to IMS HEALTH (A) copies of any correspondence and other documents received from the person making such Acquisition Proposal (including the identity of such person, but excluding confidential business information of such person provided for due diligence unless IMS HEALTH executes an appropriate nondisclosure agreement acceptable to such person making the Acquisition Proposal), (B) copies of analyses, advice and other information provided in writing to the Board of Directors of Gartner in connection with such Acquisition Proposal, (C) copies of analyses, advice and other information provided in writing to management of Gartner by financial advisors to Gartner in connection with such Acquisition Proposal, (D) any advice regarding any revised proposal provided to Gartner by the person making such Acquisition Proposal (other than changes in terms or structure that are not material), and (E) any determination made by the Board of Directors of Gartner in response to such proposal, then IMS HEALTH shall not be relieved of its obligations under Section 4.3(a) until the earliest of (x) any public disclosure by the Gartner Board of Directors' approval or recommendation of any Acquisition Proposal, (y) any public disclosure by the Gartner Board of Directors of the withdrawal of its approval or recommendation of any of the transactions contemplated hereby or by the Recapitalization Agreement or (z) ten business days from receipt by Gartner of the Acquisition Proposal; provided further that IMS HEALTH shall not be relieved of its obligations under Section 4.3(a) if, prior to the expiration of such 10-business day period, Gartner shall have ceased to evaluate, discuss or negotiate or take any other action with respect to such Acquisition Proposal and delivers to IMS HEALTH a certificate executed by an executive officer of Gartner to the foregoing effect;

(vii) Gartner fails (x) to take any affirmative action or consummate any affirmative transaction specified by the terms of the IRS Ruling, the request for the IRS Supplemental Ruling or, if granted prior to such time, the IRS Supplemental Ruling or (y) takes any action or pursues any transaction (other than any action or transaction contemplated by this Agreement) or fails to take any actions or consummate any transaction which would reasonably be expected to adversely affect the IRS Ruling, the request for the IRS Supplemental Ruling or, if granted prior to such time, the IRS Supplemental Ruling;

(viii) Gartner fails to use commercial reasonable efforts to obtain the approval of its stockholders of the Recapitalization or takes any action or makes any public statement inconsistent with the foregoing; or

(ix) Gartner breaches or fails to comply with any of its material obligations set forth in this Agreement or the Recapitalization Agreement and fails to cure such breach or failure within 15 days following notice from IMS HEALTH.

(c) Gartner shall be relieved of its obligations under Section 4.3(a) if:

(i) IMS HEALTH breaches or fails to comply with any of its material obligations set forth in this Agreement or the Recapitalization Agreement and fails to cure such breach or failure within 15 days following notice from Gartner; or

(ii) After receipt of a bona fide written Acquisition Proposal, the Board of Directors of Gartner in good faith determines, based upon the advice of its outside counsel regarding the Board's duties, that the Board will breach its fiduciary duties to stockholders of Gartner if it does not commence discussions or negotiations with the person making such Acquisition Proposal.

SECTION 4.4 Public Announcements. Each of IMS HEALTH and Gartner agrees that no public release or announcement concerning the Recapitalization, Cash Dividend, or Stock Repurchase shall be issued by either party without the prior written consent of the other (which shall not be unreasonably withheld), except as such release or announcement may be required by law or the rules or regulations of any United States securities exchange, in which case the party required to make the release or announcement shall use its commercially reasonable efforts to allow each other party reasonable time to comment on each release or announcement in advance of such issuance.

SECTION 4.5 Required Consents. Each of IMS HEALTH and Gartner shall use commercially reasonable efforts to obtain all of the consents, waivers or authorizations required in connection with the completion of the Recapitalization and the Distribution as are listed on Schedule 4.5 (the "Required Consents").

ARTICLE V.

DISPUTE RESOLUTION

SECTION 5.1 Negotiation. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Recapitalization Agreement or otherwise arising out of, or in any way related to this Agreement or the Recapitalization Agreement or the transactions contemplated hereby and thereby, including any claim based on contract, tort, statute or constitution (but excluding any controversy, dispute or claim between a party hereto and a third-party beneficiary hereof) (collectively, "Agreement Disputes"), the general counsels of the parties shall negotiate in good faith for a reasonable period of time to settle such Agreement Dispute, provided such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed 30 days from the time the parties began such negotiations; provided further that in the event of any arbitration in accordance with Section 5.2 hereof, the parties shall not assert the defenses of statute of limitations and laches arising for the period beginning after the date the parties began negotiations hereunder, and any contractual time period or deadline under this Agreement or the Recapitalization Agreement to which such Agreement Dispute relates shall not be deemed to have passed until such Agreement Dispute has been resolved.

SECTION 5.2 Arbitration. If after such reasonable period such general counsels are unable to settle such Agreement Dispute (and in any event, unless otherwise agreed in writing by the parties, after 60 days have elapsed from the time the parties began such negotiations), such Agreement Dispute shall be determined, at the request of any party, by arbitration conducted in New York City, before and in accordance with the then-existing International Arbitration Rules of the American Arbitration Association (the "Rules"). In any dispute between the parties hereto, the number of arbitrators shall be one. Any judgment or award rendered by the arbitrator shall be final, binding and nonappealable (except upon grounds specified in 9 U.S.C. sec.10(a) as in effect on the date hereof). If the parties are unable to agree on the arbitrator, the arbitrator shall be selected in accordance with the Rules; provided that the arbitrator shall be a U.S. national. Any controversy concerning whether an Agreement Dispute is an arbitrable Agreement Dispute, whether

arbitration has been waived, whether an assignee of this Agreement is bound to arbitrate, or as to the interpretation of enforceability of this Article V shall be determined by the arbitrator. In resolving any dispute, the parties intend that the arbitrator apply the substantive laws of the State of New York, without regard to the choice of law principles thereof. The parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. The parties agree to comply with any award made in any such arbitration proceeding that has become final in accordance with the Rules and agree to enforcement of or entry of judgment upon such award, by any court of competent jurisdiction, including (a) the Supreme Court of the State of New York, New York County, or (b) the United States District Court for the Southern District of New York, in accordance with Section 6.17 hereof. The arbitrator shall be entitled, if appropriate, to award any remedy in such proceedings, including monetary damages, specific performance and all other forms of legal and equitable relief; provided, however, the arbitrator shall not be entitled to award punitive damages. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the parties or permitted by this Agreement, the parties shall keep confidential all matters relating to the arbitration or the award, provided such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by law. Notwithstanding Article 32 of the Rules, the party other than the prevailing party in the arbitration shall be responsible for all of the costs of the arbitration, including legal fees and other costs specified by such Article 32. Nothing contained herein is intended to or shall be construed to prevent any party, in accordance with Article 22(3) of the Rules or otherwise, from applying to any court of competent jurisdiction for interim measures or other provisional relief in connection with the subject matter of any Agreement Disputes.

SECTION 5.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the parties will continue to provide service and honor all other commitments under this Agreement, the Transition Services Agreement, and the Recapitalization Agreement during the course of dispute resolution pursuant to the provisions of this Article V with respect to all matters not subject to such dispute, controversy or claim.

ARTICLE VI.

INSURANCE

SECTION 6.1 Separation of Insurance Coverages. Gartner shall take all reasonable steps necessary and appropriate to have in effect, on or prior to the Distribution Date or as soon thereafter as reasonably practicable, separate Policies in respect of Gartner Liabilities (including without limitation Liabilities which exist on the date of this Agreement or which arise prior to the Effective Time) to replace any insurance coverage provided to Gartner and its Subsidiaries under the Shared Policies.

SECTION 6.2 Policy Rights. Each of IMS HEALTH and Gartner shall retain any and all rights of an insured party under each of the remaining Shared Policies, subject to the terms of such Shared Policies and any limitations or obligations contemplated by this Article VI, specifically including rights of indemnity and the right to be defended by or at the expense of the insurer, with respect to all claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses incurred or claimed to have been incurred on or prior to the Distribution Date, and which claims, suits, actions, proceedings, injuries, losses, liabilities, damages and expenses may arise out of an insured or insurable occurrence under one or more of such Shared Policies.

SECTION 6.3 Post-Distribution Date Claims. (a) Administration. After the Distribution Date, IMS HEALTH shall be responsible for (i) Insurance Administration of the Shared Policies and (ii) Claims Administration under such Shared Policies with respect to Gartner Liabilities and IMS HEALTH Liabilities; provided that the assumption of such responsibilities by IMS HEALTH is in no way intended to limit, inhibit or preclude any right to insurance coverage for any Insured Claim of a named insured under such Policies as contemplated by the terms of this Agreement; provided further that IMS HEALTH's assumption of the administrative responsibilities for the Shared Policies shall not relieve the party submitting any Insured Claim of the primary responsibility for reporting such Insured Claim accurately, completely and in a timely manner or of such party's authority to settle any such Insured Claim within any period permitted or required by the

relevant Policy; and provided further that all direct or indirect communication with insurers relating to the Shared Policies shall be conducted by IMS HEALTH. IMS HEALTH may discharge its administrative responsibilities under this Section 6.3 by contracting for the provision of services by independent parties. Each of the parties hereto shall administer and pay any costs relating to defending its respective Insured Claims under Shared Policies to the extent such defense costs are not covered under such Policies and shall be responsible for obtaining or reviewing the appropriateness of releases upon settlement of its respective Insured Claims under Shared Policies. The disbursements, out-of-pocket expenses and direct and indirect costs of employees or agents of IMS HEALTH relating to Claims Administration and Insurance Administration contemplated by this Section 6.3(a) shall be treated in accordance with the terms of the Transition Services Agreement, if still in effect with respect to insurance and risk management, or, if the Transition Services Agreement shall no longer be in effect with respect to insurance and risk management, then each of Gartner and IMS HEALTH shall be responsible for its own Claims Administration and Insurance Administration.

(b) Exceeding Policy Limits. Gartner and IMS HEALTH shall not be liable to one another for claims not reimbursed by insurers for any reason not within the control of Gartner or IMS HEALTH, as the case may be, including coinsurance provisions, deductibles, quota share deductibles, self-insured retentions, bankruptcy or insolvency of an insurance carrier, Shared Policy limitations or restrictions, any coverage disputes, any failure to timely claim by Gartner or IMS HEALTH or any defect in such claim or its processing.

(c) Allocation of Insurance Proceeds. Insurance Proceeds received with respect to claims, costs and expenses under the remaining Shared Policies shall be paid to IMS HEALTH, which shall thereafter administer such Policies by paying the Insurance Proceeds to Gartner with respect to Gartner Liabilities and by retaining the Insurance Proceeds with respect to IMS HEALTH Liabilities. Payment of the allocable portions of Insurance Proceeds resulting from such Policies will be made by IMS HEALTH to Gartner as appropriate upon receipt from the insurance carrier (except as provided below in subclause (B) of clause (ii) of this Section 6.3(c)) and following consultation with Gartner. In the event that the aggregate limits on any Shared Policies are exceeded by the aggregate of outstanding Insured Claims by both of the parties hereto, the parties agree: (i) to allocate the first $150 million (or, to the extent the aggregate limits on such Shared Policies are reinstated, $150 million plus such amount reinstated) of Insurance Proceeds received based upon the respective percentage of the total of their premiums paid for Shared Policies, except that in no event shall a party be entitled to Insurance Proceeds in excess of its Insured Claims and any amount recovered by such party in excess of such Insured Claims shall be available to the other party to the extent of its Insured Claims; and (ii) that all Insurance Proceeds in excess of $150 million (or, to the extent the aggregate limits on such Shared Policies are reinstated, $150 million plus such amount reinstated) shall be payable to and retained by IMS HEALTH: (A) first, to the full extent of any Insured Claims of IMS HEALTH not satisfied by the first $150 million (or, to the extent the aggregate limits on such Shared Policies are reinstated, $150 million plus such amount reinstated) of Insurance Proceeds; and (B) second, to the full extent of any Insured Claims of Gartner, to be paid to Gartner only when and to the extent that (1) the aggregate Insurance Proceeds received by IMS Health in excess of $150 million (or, to the extent the aggregate limits on such Shared Policies are reinstated, $150 million plus such amount reinstated) exceed the sum of (A) the aggregate amount of such proceeds that have been paid to IMS Health in respect of Insured Claims of IMS Health (not Gartner) and (B) the aggregate amount of Insured Claims of IMS Health (not Gartner) that (x) IMS Health has previously submitted to the insurance carrier or carriers, (y) have not yet been paid to IMS Health, and (z) IMS Health continues to claim a right to receive payment on; and (2) it would be impossible for IMS Health to submit additional Insured Claims under the Shared Policies. Any party who has received Insurance Proceeds in excess of such party's allocable portion of Insurance Proceeds shall pay to the other party the appropriate amount so that each party will have received its allocable portion of Insurance Proceeds pursuant hereto. Each of the parties agrees to use commercially reasonable efforts to maximize available coverage under those Shared Policies applicable to it, and to take all commercially reasonable steps to recover from all other responsible parties in respect of an Insured Claim to the extent coverage limits under a Shared Policy have been exceeded or would be exceeded as a result of such Insured Claim.

(d) Allocation of Deductibles. In the event that both parties have bona fide claims under any Shared Policy for which an aggregate deductible is reached, the parties agree that the aggregate amount of the deductible paid shall be borne by the parties in the same proportion which the Insurance Proceeds received by any such party (without giving effect to any deductible) bears to the total Insurance Proceeds received under the applicable Shared Policy, and any party who has paid more than such share of the deductible shall be entitled to receive from the other party an appropriate amount so that each party has borne its allocable share of the deductible pursuant hereto.

SECTION 6.4 Agreement for Waiver of Conflict and Shared Defense. In the event that Insured Claims of both of the parties hereto exist relating to the same occurrence, the parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense. Nothing in this Article VI shall be construed to limit or otherwise alter in any way the obligations of the parties to this Agreement, including those created by this Agreement, by operation of law or otherwise.

SECTION 6.5 Cooperation. The parties agree to use their commercially reasonable efforts to cooperate with respect to the various insurance matters contemplated by this Agreement.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.1 Complete Agreement; Construction. This Agreement and the Recapitalization Agreement, including the Exhibits and Schedules hereto and thereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

SECTION 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 7.3 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall survive the Distribution Date.

SECTION 7.4 Expenses. Except as set forth on Schedule 7.4 or as otherwise set forth in this Agreement or in the Recapitalization Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and the Recapitalization Agreement, and the Distribution and the other transactions contemplated hereby and thereby shall be charged to and paid by the party incurring such costs and expenses.

SECTION 7.5 Notices. All notices and other communications hereunder shall be in writing, shall be effective when received, and shall in any event be deemed to have been received (i) upon hand delivery, (ii) three (3) days after deposit in U.S. mail, postage prepaid, for first class delivery, (iii) one (1) business day following the business day of timely deposit with Federal Express or similar carrier, freight prepaid, for next business day delivery, and (iv) one (1) business day after the date of the transmission if sent by facsimile, provided that confirmation of transmission and receipt is confirmed and copy is promptly sent by first class mail, postage prepaid, and shall be sent to each party at the following respective address (or at such other address for a party as shall be specified by like notice):

To IMS HEALTH:

IMS Health Incorporated
200 Nyala Farms
Westport, CT 06880
Telecopy: (203) 222-4313
Attn: General Counsel

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Telecopy: (212) 455-2502
Attn: Joel S. Hoffman, Esq.

To Gartner:

Gartner Group, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, CT 06904
Telecopy: (203) 316-6488
Attn: Michael Fleisher
Chief Financial Officer

with a copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Telecopy: (650) 493-6811
Attn: Larry W. Sonsini, Esq.
Howard S. Zeprun, Esq.

SECTION 7.6 Waivers. The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.

SECTION 7.7 Amendments. Subject to the terms of Section 7.10 hereof, this Agreement may not be modified or amended except by an agreement in writing signed by each of the parties hereto.

SECTION 7.8 Assignment. (a) This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other party hereto, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void.

(b) Gartner will not distribute to its stockholders any material interest in any material Gartner Business Entity, by way of a spin-off distribution, split-off or exchange of interests in a Gartner Business Entity for any interest in Gartner held by Gartner stockholders, or any similar transaction or transactions, unless the distributed Gartner Business Entity undertakes to IMS HEALTH to be jointly and severally liable for all Gartner Liabilities hereunder.

(c) IMS HEALTH will not distribute to its stockholders any material interest in any material IMS HEALTH Business Entity (other than Cognizant Technology Solutions Corporation), by way of a spin-off distribution, split-off or exchange of interests in an IMS HEALTH Business Entity (other than Cognizant Technology Solutions Corporation) for any interest in IMS HEALTH held by IMS HEALTH stockholders, or any similar transaction or transactions, unless the distributed IMS HEALTH Business Entity undertakes to Gartner to be jointly and severally liable for all IMS HEALTH Liabilities hereunder.

SECTION 7.9 Successors and Assigns. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

SECTION 7.10 Termination. (a) Prior to the filing of the Certificate of Merger, this Agreement may be terminated

(i) by IMS HEALTH and Gartner by mutual consent;

(ii) by IMS HEALTH or Gartner if the other party is materially in breach of any of its obligations or warranties herein or under the Recapitalization Agreement, and following notice from the other party fails to substantially correct such breach within 15 days;

(iii) by Gartner if, following receipt of an Acquisition Proposal, the Board of Directors of Gartner in good faith determines, based upon the advice of its outside counsel regarding the Board's duties (which advice may be oral and later confirmed in writing), that the Board will breach its fiduciary duties to stockholders of Gartner if this Agreement is not terminated; provided that in such event Gartner shall pay the reasonable out-of-pocket fees and expenses of counsel to IMS HEALTH incurred in connection with this Agreement, the Recapitalization Agreement and the transactions contemplated hereby and thereby;

(iv) by IMS HEALTH if the Board of Directors of Gartner shall or shall resolve to (i) not recommend, or withdraw its approval or recommendation of, the Recapitalization, the Recapitalization Agreement, this Agreement or any of the transactions contemplated thereby or hereby, (ii) modify any such approval or recommendation in a manner adverse to IMS HEALTH or (iii) approve, recommend or enter into an agreement for any Acquisition Proposal; provided that in such event Gartner shall pay the reasonable out-of-pocket fees and expenses of counsel to IMS HEALTH incurred in connection with this Agreement, the Recapitalization Agreement and the transactions contemplated hereby or thereby;

(v) by IMS HEALTH if IMS HEALTH is relieved of its obligations under Section 4.3(a) pursuant to Section 4.3(b)(vi);

(vi) by IMS HEALTH if IMS HEALTH in good faith believes that the IRS Supplemental Ruling in form and content substantially identical to the rulings requested in the request for the IRS Supplemental Ruling submitted to the IRS will not be forthcoming prior to the Declaration Date; or

(vii) by IMS HEALTH or Gartner if the Recapitalization is not consummated by July 31, 1999.

(b) Except (x) as set forth in paragraphs (a)(iii) or (a)(iv) above or (y) for any liability in respect of any breach of this Agreement by either party, no party shall have any liability of any kind to any other party or any other person as a result of the termination of this Agreement under paragraphs (a)(i), (a)(iii), (a)(iv), (a)(v) or (a)(vi) above. After the filing of the Certificate of Merger relating to the Recapitalization, this Agreement may not be terminated except by an agreement in writing signed by both parties.

SECTION 7.11 Subsidiaries. Each of the parties hereto shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such party or by any entity that is contemplated to be a Subsidiary of such party on or after the Distribution Date, except that, for purposes of this Section 7.11, Gartner shall not be considered a Subsidiary of IMS HEALTH.

SECTION 7.12 Third Party Beneficiaries. Except as provided in Article III relating to Indemnitees, this Agreement is solely for the benefit of the parties hereto and their respective Subsidiaries and Affiliates and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

SECTION 7.13 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

SECTION 7.14 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

SECTION 7.15 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

SECTION 7.16 Consent to Jurisdiction. Without limiting the provisions of Article VI hereof, each of the parties irrevocably submits to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, and (b) the United States District Court for the Southern District of

New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each of the parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 7.16. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the Supreme Court of the State of New York, New York County, or (ii) the United States District Court for the Southern District of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 7.17 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby; provided, however, that the consummation of the Recapitalization, Cash Dividend and Stock Purchase are conditioned upon and are not severable from the Distribution, and that the Distribution is not severable from the Recapitalization, Cash Dividend and Stock Repurchase. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

IMS HEALTH INCORPORATED

By:

Name:
Title:

GARTNER GROUP, INC.

By:

Name:
Title:

EXHIBIT 2.1(d)(i)

Gartner Group, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, CT 06904

July , 1999

R.H. Donnelley Corporation
One Manhattanville Road
Purchase, NY 10577

ACNielsen Corporation
177 Broad Street
Stamford, CT 06901

Dear Sirs:

Reference is made to (i) the Distribution Agreement (the "1996 Distribution Agreement"), dated as of October 28, 1996, among Cognizant Corporation, which has been renamed Nielsen Media Research, Inc. ("NMR"), The Dun & Bradstreet Corporation, which has been renamed the R.H. Donnelley Corporation ("RHD") and ACNielsen Corporation ("ACNielsen") and (ii) the letter of undertaking dated June 29, 1998 from IMS Health Incorporated ("IMS HEALTH") to RHD and ACNielsen. In June 1998, NMR distributed to its stockholders all of the outstanding shares of common stock of IMS HEALTH (the "IMS HEALTH Distribution"). IMS HEALTH has announced its intention to distribute (the "Gartner Distribution") to its stockholders all of the shares of the Class B Common Stock of Gartner Group, Inc. ("Gartner") that IMS HEALTH will hold following the recapitalization of Gartner contemplated by the Merger Agreement dated June 17, 1999, between Gartner and GRGI, INC. In connection with the IMS HEALTH Distribution, IMS HEALTH undertook (the "IMS HEALTH Undertaking") to both RHD and ACNielsen to be jointly and severally liable for all Cognizant Liabilities (as defined in the 1996 Distribution Agreement). Under Section 8.9(c) of the 1996 Distribution Agreement, as applicable to IMS HEALTH pursuant to the IMS HEALTH Undertaking, IMS HEALTH may not make a distribution such as the Gartner Distribution unless it causes the distributed entity to undertake to both RHD and ACNielsen to be jointly and severally liable for all Cognizant Liabilities under the 1996 Distribution Agreement. Therefore, in accordance with Section 8.9(c) of the 1996 Distribution Agreement and intending to be legally bound hereby, from and after the effective time of the Gartner Distribution, Gartner undertakes to each of RHD and ACNielsen to be jointly and severally liable for all Cognizant Liabilities under the 1996 Distribution Agreement.

Very truly yours,

GARTNER GROUP, INC.

By:

Name:
Title:

EXHIBIT 2.1(d)(ii)

Gartner Group, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, CT 06904

July , 1999

Nielsen Media Research, Inc.
299 Park Avenue
New York, New York 10171

Dear Sirs:

Reference is made to the Distribution Agreement (the "1998 Distribution Agreement"), dated as of June 30, 1998, among Cognizant Corporation, which has been renamed Nielsen Media Research, Inc. ("NMR"), and IMS Health Incorporation ("IMS HEALTH"). In June 1998, NMR distributed to its stockholders all of the outstanding shares of common stock of IMS HEALTH. IMS HEALTH has announced its intention to distribute (the "Gartner Distribution") to its stockholders all of the shares of the Class B Common Stock of Gartner Group, Inc. ("Gartner") that IMS HEALTH will hold following the recapitalization of Gartner contemplated by the Merger Agreement dated June 17, 1999 between Gartner and GRGI, INC. In Section 8.9(c) of the 1998 Distribution Agreement, IMS HEALTH agreed not to make a distribution such as the Gartner Distribution unless it causes the distributed entity to undertake to NMR to be jointly and severally liable for all IMS HEALTH Liabilities under the 1998 Distribution Agreement. Therefore, in accordance with Section 8.9(c) of the 1998 Distribution Agreement and intending to be legally bound hereby, from and after the effective time of the Gartner Distribution, Gartner undertakes to NMR to be jointly and severally liable for all IMS HEALTH Liabilities under the 1998 Distribution Agreement.

Very truly yours,

GARTNER GROUP, INC.

By:

Name:
Title:

EXHIBIT A-1

AGREEMENT AND PLAN OF MERGER dated as of June 17, 1999 (this "Agreement"), among GARTNER GROUP, INC., a Delaware corporation (the "Company"), IMS HEALTH INCORPORATED ("IMS HEALTH"), a Delaware corporation and GRGI, INC. ("Merger Sub"), a Delaware corporation and a wholly owned subsidiary of IMS HEALTH.

WHEREAS, IMS HEALTH owns all of the issued and outstanding shares of Common Stock, par value $.01 per share ("Merger Sub Common Stock"), of Merger Sub and 47,599,105 shares (approximately 46% of the total number of issued and outstanding shares) of Class A Common Stock, par value $.0005 per share ("Class A Common Stock"), of the Company;

WHEREAS, prior to the effectiveness of the Merger (as defined below), IMS HEALTH plans to contribute to Merger Sub 40,689,648 shares (approximately 39% of the total number of issued and outstanding shares) of Class A Common Stock (the "Contributed Shares") and retain (x) 6,909,457 shares (approximately 7% of the total number of issued and outstanding shares) of Class A Common Stock (the "Retained Shares") and (y) warrants to purchase an aggregate of 599,400 shares of Class A Common Stock;

WHEREAS, the Company and IMS HEALTH desire that Merger Sub merge with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), pursuant to which all the issued and outstanding shares of Merger Sub Common Stock shall be converted into shares of a new Class B Common Stock, par value $.0005 per share ("Class B Common Stock"), of the Company and all the issued and outstanding shares of Class A Common Stock (other than the Contributed Shares held by Merger Sub, which shall be canceled with no securities or other consideration issued in exchange therefor) shall remain issued and outstanding;

WHEREAS, IMS HEALTH has agreed, subject to certain conditions, to distribute all the shares of Class B Common Stock, on a pro rata basis, to the holders of the common stock of IMS HEALTH promptly following consummation of the Merger (the "Distribution") pursuant to the terms and conditions of a Distribution Agreement entered into between the Company and IMS HEALTH dated as of the date hereof (the "Distribution Agreement"), which provides for the Distribution and certain other matters;

WHEREAS, the Boards of Directors of the Company and Merger Sub by resolutions duly adopted have approved the terms of this Agreement and of the Merger, and have declared the advisability of this Agreement and of the Merger; Merger Sub has obtained the approval of its sole shareholder; and the Company has directed the submission of this Agreement to its shareholders for approval; and

WHEREAS, the Merger is intended to constitute a reorganization within the meaning of Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE in consideration of the premises and the mutual agreements and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

SECTION 1.1. The Merger. (a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), Merger Sub shall be merged with and into the Company in accordance with the DGCL, whereupon the separate corporate existence of Merger Sub shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation").

(b) Following satisfaction or waiver of all conditions to the Merger, the Company and Merger Sub shall file a Certificate of Merger with the Secretary of State of the State of Delaware and make all other filings or recordings required by the DGCL in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such later time as is specified in the Certificate of Merger (the "Effective Time").

(c) At and after the Effective Time, the Merger shall have the effects set forth in the DGCL. Without limiting the foregoing and subject thereto, from and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of the Company and Merger Sub, all as provided under the DGCL.

SECTION 1.2. Effect on Capital Stock. At the Effective Time:

(a) All of the shares of Merger Sub Common Stock outstanding immediately prior to the Effective Time shall be converted in the aggregate into and become 40,689,648 fully paid and non-assessable shares of Class B Common Stock of the Surviving Corporation, and shall have the rights and privileges as set forth in the Surviving Corporation Certificate of Incorporation, as amended hereby;

(b) each of the Contributed Shares shall automatically be canceled and retired and shall cease to exist, and no stock of the Surviving Corporation or other consideration shall be delivered in exchange therefor;

(c) each share of Class A Common Stock (other than shares to be canceled in accordance with Section 1.2(b)) shall remain issued and outstanding and not be affected by the Merger, except that all shares of Class A Common Stock remaining outstanding at the Effective Time shall have the rights and privileges as set forth in the Surviving Corporation Certificate of Incorporation, as amended hereby; and

(d) each share of Class A Common Stock that is held in the treasury of the Company shall remain in the treasury of the Company and not be affected by the Merger, except that all shares of Class A Common Stock held in the treasury of the Company at the Effective Time shall have the rights and privileges as set forth in the Surviving Corporation Certificate of Incorporation, as amended hereby.

SECTION 1.3. Share Certificates. (a) As soon as practicable after the Effective Time,

(i) the Surviving Corporation shall deliver, or cause to be delivered, to IMS HEALTH a number of certificates issued in the names of such persons, in each case, as IMS HEALTH shall direct, representing in the aggregate 40,689,648 shares of Class B Common Stock which IMS HEALTH has the right to receive upon conversion of shares of Merger Sub Common Stock pursuant to the provisions of Section 1.2 (a) hereof;

(ii) the Surviving Corporation shall cancel the share certificate or certificates representing the shares of Class A Common Stock owned directly by Merger Sub; and

(iii) the share certificates representing shares of Class A Common Stock that remain issued and outstanding under Section 1.2(c) hereof or that remain treasury shares under Section 1.2(d) hereof shall not be exchanged and shall continue to represent an equal number of shares of Class A Common Stock of the Surviving Corporation without physical substitution of share certificates of the Surviving Corporation for existing share certificates of the Company.

(b) Any dividend or other distribution declared or made with respect to any shares of capital stock of the Company, whether the record date for such dividend or distribution is before or after the Effective Time, shall be paid to the holder of record of such shares of capital stock on such record date, regardless of whether such holder has surrendered its certificates representing Class A Common Stock or received certificates representing Class B Common Stock pursuant to Section 1.3(a)(i).

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.1. Certificate of Incorporation. (a) In the event the adoption of the Governance Provisions (as defined below) is approved by the stockholders of the Company at the Stockholders Meeting (as defined below), at the Effective Time, the Certificate of Incorporation of the Company as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, except that such Certificate of Incorporation shall be amended as set forth in Exhibit A-1(a) hereto.

(b) In the event the adoption of the Governance Provisions is not approved by the stockholders of the Company at the Stockholders Meeting, at the Effective Time, the Certificate of Incorporation of the Company as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, except that such Certificate of Incorporation shall be amended as set forth in Exhibit A-1(b) hereto.

(c) The Certificate of Incorporation of the Surviving Corporation that becomes effective pursuant to either Section 2.1(a) or 2.1(b) hereof is herein referred to as the "Surviving Corporation Certificate of Incorporation."

SECTION 2.2. By-laws. (a) In the event the adoption of the Governance Provisions is approved by the stockholders of the Company at the Stockholders Meeting, at the Effective Time, the By-laws of the Company as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation, except that such By-laws shall be amended as set forth in Exhibit A-1(c) hereto.

(b) In the event the adoption of the Governance Provisions is not approved by the stockholders of the Company at the Stockholders Meeting at the Effective Time, the By-laws of the Company as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation, except that such By-laws shall be amended as set forth in Exhibit A-1(d) hereto.

(c) The By-laws of the Surviving Corporation as amended pursuant to either Section 2.2(a) or 2.2(b) hereof are herein referred to as the "Surviving Corporation By-laws".

SECTION 2.3. Directors and Officers. (a) The Surviving Corporation's board of directors initially shall consist of ten members. From and after the Effective Time, until the earlier of their removal or resignation or until their successors are duly elected or appointed and qualified in accordance with applicable law, the directors of the Surviving Corporation shall consist of the directors of the Company in office at the Effective Time, except for Robert E. Weissman, whose resignation shall become effective as of the Effective Time, plus certain other persons as specified in Exhibit A-1(e) hereto and each such director shall be designated to serve as a Class A Director or a Class B Director (each as defined in the Surviving Corporation By-laws) as specified in Exhibit A-1(e) hereto; provided, however, that John P. Imlay may be a director of the Company following the Merger only if, prior to the Effective Time, IMS HEALTH receives an opinion of counsel from Wilson Sonsini Goodrich & Rosati or such other counsel acceptable to IMS HEALTH to the effect that, following the consummation of the Merger and the Distribution, IMS HEALTH will not be an affiliate of the Company for purposes of the disposition by IMS HEALTH of shares of Class A Common Stock under the federal securities laws. The Company shall use its best efforts to obtain the written resignation of any member of its Board of Directors necessary to give effect to the foregoing.

(b) In the event the adoption of the Governance Provisions is approved by the stockholders of the Company at the Stockholders Meeting, then at the Effective Time the directors of the Surviving Corporation shall be divided into three classes pursuant to the Surviving Corporation Certificate of Incorporation as amended pursuant to Section 2.1(a) hereof, and each such director shall be designated to serve as a Class I Director, Class II Director or Class III Director (each as defined in the Surviving Corporation By-laws), as specified in Exhibit C hereto.

(c) From and after the Effective Time, until the earlier of their removal or resignation or until their successors are duly appointed and qualified in accordance with applicable law and the Surviving Corporation By-laws, the officers of the Company shall be the officers of the Surviving Corporation.

ARTICLE III

COVENANTS AND REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Stockholders Meeting. The Company shall, as soon as practicable following the date of this Agreement, duly call, give notice of, convene and hold, a meeting of its stockholders (the "Stockholders Meeting") for the purpose of considering, as three separate proposals, (i) the approval of the Merger and this Agreement which, subject to the Distribution Agreement, will commit the Directors of the Company to

authorize the Cash Dividend (as defined in the Distribution Agreement) and Stock Repurchase (as defined in the Distribution Agreement); (ii) the approval of amendments to the Company's Certificate of Incorporation providing for the proposed classified board, director removal and replacement and related provisions in Articles IV and V of the Certificate of Incorporation of the Company as set forth in Exhibit A-1(a) hereto to become effective solely upon effectiveness of the Merger (the "Governance Provisions"); and (iii) the approval of amendments to the Company's Certificate of Incorporation providing for the increase of authorized stock which the Company may issue as set forth in Exhibits A-1(a) and A-1(b) hereto to become effective solely upon the effectiveness of the Merger (the "Share Increase"). The Company shall, through its Board of Directors, continue to recommend to its stockholders approval of the Merger and this Agreement and shall not withdraw such recommendation; provided, however, that the Company's Board of Directors may withdraw such recommendation if it determines in good faith, based upon the advice of outside counsel, that the Board will violate its fiduciary duties to the stockholders of the Company if such recommendation is not withdrawn.

SECTION 3.2. Filings; Other Actions. (a) Subject to the provisions of this Agreement and the Distribution Agreement, the Company shall prepare and file with the Securities and Exchange Commission (the "SEC") a proxy statement for the solicitation of proxies in favor of (i) the approval and adoption of this Agreement and the Merger, (ii) the approval of the Governance Provisions as amendments to the Company's Certificate of Incorporation to become effective solely upon the effectiveness of the Merger, and (iii) the approval of the Share Increase as amendments to the Company's Certificate of Incorporation to become effective solely upon the effectiveness of the Merger (the "Proxy Statement"). The Company shall not propose to its stockholders the adoption of the Governance Provisions or the Share Increase as independent amendments to the Company's Certificate of Incorporation, but only as amendments to become effective solely upon the effectiveness of the Merger. The Company shall use all reasonable efforts to have the Proxy Statement cleared by the SEC for mailing in definitive form as promptly as practicable after such filing. The Company and IMS HEALTH shall cooperate with each other in the preparation of the Proxy Statement and any amendment or supplement thereto, and the Company shall notify IMS HEALTH of the receipt of any comments of the SEC with respect to the Proxy Statement and of any requests by the SEC for any amendment or supplement thereto or for additional information, and shall provide to IMS HEALTH promptly copies of all correspondence between the SEC and the Company or any of its advisors with respect to the Proxy Statement. The Company shall give IMS HEALTH and its counsel appropriate advance opportunity to review the Proxy Statement and all responses to requests for additional information by and replies to comments of the SEC, and shall incorporate therein any reasonable comments IMS HEALTH may deliver to the Company with respect thereto, before such Proxy Statement, response or reply is filed with or sent to the SEC. The Company agrees to use commercially reasonable efforts, after consultation with IMS HEALTH and its advisors, to respond promptly to all such comments of, and requests by, the SEC and to cause the Proxy Statement to be mailed to the holders of the Company's common stock entitled to vote at the Stockholders Meeting as soon as reasonably possible following the execution hereof. IMS HEALTH shall provide the Company such information concerning the business and affairs of IMS HEALTH and Merger Sub as is reasonably required for inclusion in the Proxy Statement.

(b) Each of the Company and IMS HEALTH shall promptly, and in any event within five business days after the execution and delivery of this Agreement, make all filings or submissions as are required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any other applicable law.

(c) Each of the Company and IMS HEALTH agrees promptly to furnish to the other all copies of written communications (and summaries of the substance of all oral communications) received by it, or any of its affiliates or representatives from, or delivered by any of the foregoing to, any federal, state or local or international court, commission, governmental body, agency, authority, tribunal, board or other governmental entity (each a "Governmental Entity") in respect of the transactions contemplated hereby.

(d) At the stockholders' meeting, IMS HEALTH agrees to vote, or cause to be voted, all shares of Class A Common Stock of the Company owned by it and any of its subsidiaries or affiliates in favor of the

Merger, the other transactions contemplated by this Agreement, the Governance Provisions and the Share Increase.

SECTION 3.3. Reasonable Efforts. Upon the terms and subject to the conditions set forth in this Agreement, each of the parties hereto agrees to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to obtain the approval and adoption of this Agreement by the stockholders of Gartner as contemplated by Section 4.1(a) and Section 4.2(a) and to consummate, as soon as practicable following such approval, the Merger and the other transactions contemplated by this Agreement and the Distribution Agreement, including, but not limited to (i) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from all Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity (including those in connection with the HSR Act), (ii) the obtaining of all necessary consents, approvals or waivers from third parties, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity with respect to the Merger or this Agreement vacated or reversed, (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement and (v) causing all conditions to the parties' obligations to consummate the Merger set forth in Article IV (other than those set forth in Section 4.1(i)) to be satisfied. The Company and IMS HEALTH, upon the other's request, shall provide all such reasonably necessary information concerning the party's business and affairs to the other party.

SECTION 3.4. Representations and Warranties of the Company. The Company hereby represents and warrants to IMS HEALTH and Merger Sub that:

(a) the Company's Board of Directors has approved and declared advisable the Merger and this Agreement, has determined that the Merger and the other transactions contemplated by the Distribution Agreement are fair to the stockholders of the Company, and has recommended that the stockholders of the Company vote in favor of the approval of the Merger and this Agreement;

(b) the Company's Proxy Statement, the form of proxy and any other solicitation material used in connection therewith and any oral solicitations of proxies made by the Company shall not contain any statement which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statements therein not false or misleading or necessary to correct any statement in any earlier communication with respect to any solicitation of a proxy for any of the matters to be voted upon at the Stockholders Meeting which has become false or misleading, except that no representation or warranty as made by the Company with respect to written information relating to IMS HEALTH or IMS HEALTH Business for inclusion in the Proxy Statement or any such proxy material or oral solicitation;

(c) this Agreement has been duly executed and delivered by the Company and constitutes the valid and binding agreement of the Company, enforceable in accordance with its terms; and

(d) subject to the changes in the Company's capitalization contemplated by this Agreement, the capitalization of the Company is as follows:

(i) 200,000,000 authorized shares of Class A Common Stock of which 103,856,296 shares were outstanding at the close of business on May 31, 1999;

(ii) 1,600,000 authorized shares of Class B Common Stock of which zero (0) shares are outstanding on the date of this Agreement;

(iii) 2,500,000 authorized shares of preferred stock of which zero (0) shares are outstanding on the date of this Agreement; and

(iv) no shares of any other class or series of capital stock are authorized, issued or outstanding.

SECTION 3.5. Representations and Warranties of IMS HEALTH and Merger Sub. Each of IMS HEALTH and Merger Sub jointly and severally represent and warrant to the Company that:

(a) the Distribution Agreement and this Agreement have been duly approved by the Board of Directors of each of IMS HEALTH and Merger Sub; IMS HEALTH, as sole stockholder of Merger Sub, has approved the Merger and this Agreement; and no stockholder approval or other further corporate action is required on the part of IMS HEALTH or Merger Sub;

(b) this Agreement has been duly executed and delivered by IMS HEALTH and Merger Sub and constitutes the valid and binding agreement of each such corporation, enforceable in accordance with its terms;

(c) IMS HEALTH owns all outstanding equity securities of Merger Sub free and clear of any claims, liens or encumbrances and no other person holds any equity securities of Merger Sub nor has any right to acquire any equity interest in Merger Sub;

(d) as of immediately prior to the Effective Time, all of the Contributed Shares shall be owned beneficially and of record by Merger Sub, free and clear of any claims, liens or encumbrances, and upon consummation of the Merger the Contributed Shares shall automatically be canceled and retired and shall cease to exist, and no stock of the surviving corporation or other consideration shall be delivered or be required to be delivered in exchange therefor, as provided in Section 1.2(b) hereof; and

(e) Merger Sub was formed by IMS HEALTH solely for the purposes of effectuating the Merger upon the terms and subject to the conditions of this Agreement; Merger Sub has no employees, will have no assets other than the Contributed Shares, has not entered into any contract, agreement or other commitments with any person except for customary corporate organizational matters or as specifically set forth in this Agreement, and has no liabilities, commitments or obligations of any kind (known or unknown, fixed or contingent) except only for those obligations specifically set forth in this Agreement.

ARTICLE IV

CONDITIONS TO THE MERGER

SECTION 4.1. Conditions to the Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction (or waiver by the Company, except that the condition set forth in Section 4.1(a) may not be waived) of the following conditions:

(a) a proposal to adopt this Agreement has been approved by the holders of (i) a majority of the Class A Common Stock outstanding and entitled to vote thereon and (ii) a majority of the shares of Class A Common Stock (other than shares held of record or beneficially owned by IMS HEALTH) present in person or by proxy at the Stockholders Meeting and voting on such proposal;

(b) the waiting period (and any extension thereof) applicable to the Merger under the HSR Act shall have expired or been terminated;

(c) no court, arbitrator or governmental body, agency or official shall have issued any order, and there shall not be any statute, rule or regulation, restraining or prohibiting the consummation of the Merger or the Distribution and no proceeding challenging this Agreement or the transactions contemplated hereby or seeking to prohibit, alter, prevent or materially delay the Merger or the Distribution shall have been instituted by any Governmental Entity before any court, arbitrator or governmental body, agency or official and be pending;

(d) the private letter ruling from the Internal Revenue Service, providing that, among other things, the Recapitalization and the Distribution will qualify as tax-free transactions for federal income tax purposes under Sections 354 and 355 of the Code, respectively (the "IRS Ruling"), shall continue in effect and IMS HEALTH and Gartner shall have complied with all provisions set forth in (i) the IRS Ruling, (ii) the request for a supplemental ruling from the Internal Revenue Service (providing, among other things, that neither the Recapitalization nor the Distribution will be taken into account in applying

Section 355(e)(2)(A)(ii) of the Code (the "IRS Supplemental Ruling")) and (iii) if granted prior to such time, the IRS Supplemental Ruling, that in each case are required to be complied with prior to the Declaration Date (as defined in the Distribution Agreement);

(e) all actions by or in respect of or filings with any Governmental Entity required to permit the consummation of the Merger shall have been obtained, except those that would not reasonably be expected to have a material adverse affect on any party's ability to consummate the transactions contemplated by this Agreement;

(f) the Distribution Agreement shall remain in full force and effect;

(g) all representations and warranties of IMS HEALTH set forth in the Distribution Agreement and all representations and warranties of IMS HEALTH and Merger Sub set forth in this Agreement shall have been true and correct in all material respects when made, and shall remain true and correct in all material respects as of immediately prior to the Effective Time and the Company shall have received a certificate executed by the chief executive officer of IMS HEALTH to such effect;

(h) all covenants to have been performed prior to the Effective Time by IMS HEALTH and Merger Sub pursuant to this Agreement and all covenants to have been performed prior to the Effective Time by IMS HEALTH pursuant to the Distribution Agreement shall have been performed by IMS HEALTH and Merger Sub in all material respects to the reasonable satisfaction of the Company and the Company shall have received a certificate executed by the chief executive officer of IMS HEALTH to such effect; and

(i) the Board of Directors of IMS HEALTH shall have declared, or simultaneously shall be declaring, the Distribution.

SECTION 4.2. Conditions to the Obligations of IMS HEALTH and Merger Sub. The obligations of IMS HEALTH and Merger Sub to consummate the Merger are subject to the satisfaction (or waiver by IMS HEALTH and Merger Sub, except that the condition set forth in Section 4.2(a) may not be waived) of the following conditions:

(a) a proposal to adopt this Agreement has been approved by the holders of (i) a majority of the Class A Common Stock outstanding and entitled to vote thereon and (ii) a majority of the shares of Class A Common Stock (other than shares held of record or beneficially owned by IMS HEALTH) present in person or by proxy at the Stockholders Meeting and voting on such proposal;

(b) the waiting period (and any extension thereof) applicable to the Merger under the HSR Act shall have expired or been terminated;

(c) the IRS Ruling shall continue in effect and IMS HEALTH and Gartner shall have complied with all provisions set forth in (i) the IRS Ruling, (ii) the request for the IRS Supplemental Ruling and (iii) if granted prior to such time, the IRS Supplemental Ruling, that in each case are required to be complied with prior to the Declaration Date;

(d) no court, arbitrator or Governmental Entity shall have issued any order, and there shall not be any statute, rule or regulation, restraining or prohibiting the consummation of the Merger or the Distribution and no proceeding challenging this Agreement or the transactions contemplated hereby or seeking to prohibit, alter, prevent or materially delay the Merger or the Distribution shall have been instituted by any Governmental Entity before any court, arbitrator or governmental body, agency or official and be pending;

(e) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger and the Distribution shall have been obtained, except those that would not reasonably be expected to have a material adverse affect on any party's ability to consummate the transactions contemplated by this Agreement;

(f) the Distribution Agreement shall remain in full force and effect;

(g) all representations and warranties of the Company set forth in the Distribution Agreement and this Agreement shall have been true and correct in all material respects when made, and shall remain true and correct in all material respects as of immediately prior to the Effective Time and IMS HEALTH shall have received a certificate executed by the chief executive officer of the Company to such effect; and

(h) all covenants to have been performed prior to the Effective Time by the Company pursuant to this Agreement or the Distribution Agreement shall have been performed by the Company in all material respects to the reasonable satisfaction of IMS Health and Merger Sub and IMS HEALTH shall have received a certificate executed by the chief executive officer of the Company to such effect.

ARTICLE V

TERMINATION

SECTION 5.1. Termination. (a) This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this agreement by the stockholders of the Company):

(i) by mutual written consent of the Company and IMS HEALTH;

(ii) by either the Company or IMS HEALTH, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited or if any judgment, injunction, order or decree enjoining the Company or Merger Sub from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable;

(iii) by IMS HEALTH, if there shall be any law or regulation that makes consummation of the Distribution illegal or otherwise prohibited or if any judgment, injunction, order or decree enjoining IMS HEALTH from consummating the Distribution is entered; or

(iv) by IMS HEALTH or the Company in the event the Distribution Agreement is terminated.

(b) This Agreement shall terminate automatically without any action on the part of the Company, IMS HEALTH or Merger Sub if:

(i) after a vote on the matter by the Company's stockholders at the Stockholders Meeting, the condition set forth in Sections 4.1(a) and 4.2(a) is not satisfied; or

(ii) the Merger is not consummated by July 31, 1999.

SECTION 5.2. Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. Notices. All notices and other communications hereunder shall be in writing, shall be effective when received and shall in any event be deemed to have been received (i) upon hand delivery, (ii) three (3) days after deposit in U.S. Mail, postage prepaid, for first class delivery, (iii) one (1) business day following the business day of timely deposit with Federal Express or similar carrier, freight prepaid, for next business day delivery, and (iv) one (1) business day after the date of transmission if sent by facsimile, provided that confirmation of transmission and receipt is confirmed and copy is promptly sent by first class mail, postage prepaid, and shall be sent to each party at the following address (or at such other address for a party as shall be specified by like notice):

To IMS HEALTH:

IMS Health Incorporated
200 Nyala Farms
Westport, CT 06880
Telecopy: (203)222-4313
Attn: General Counsel

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Telecopy: (212) 455-2502
Attn: Joel S. Hoffman, Esq.

To Merger Sub:

GRGI, INC.
c/o IMS Health Incorporated
200 Nyala Farms
Westport, CT 06880
Telecopy: (203) 222-4313
Attn: General Counsel

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Telecopy: (212) 455-2502
Attn: Joel S. Hoffman, Esq.

To the Company:

Gartner Group, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, CT 06904
Telecopy: (203) 316-6488
Attn: Michael Fleisher
Chief Financial Officer

with a copy to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Telecopy: (650) 493-6811
Attn: Larry W. Sonsini, Esq.
Howard S. Zeprun, Esq.

SECTION 6.2. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as to those matters herein which are controlled by the DGCL, and such matters shall be construed in accordance with and governed by the laws of the State of Delaware.

SECTION 6.4. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GARTNER GROUP, INC.

By

Name:
Title:

IMS HEALTH, INCORPORATED

By

Name:
Title:

GRGI, INC.

By

Name:
Title:

EXHIBIT A-1(a)

CERTIFICATE OF INCORPORATION AMENDMENTS
(WITH GOVERNANCE PROVISIONS)

The Certificate of Incorporation of the Company in effect immediately prior to the Effective Time (the "Existing Certificate of Incorporation") shall be amended by deleting in its entirety Article IV thereof and replacing it with the following:(1)

"ARTICLE IV

(a) Authorized Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "common stock" and "preferred stock." The total number of shares which this corporation is authorized to issue is two hundred four million, one hundred thousand (204,100,000) shares [two hundred fifty-five million (255,000,000) shares]*. Two hundred one million, six hundred thousand (201,600,000) [Two hundred fifty million (250,000,000)]* shares shall be designated common stock (the "Common Stock"), of which one hundred twenty million, nine hundred sixty thousand (120,960,000) [one hundred sixty-six million (166,000,000)]* shares shall be designated Class A Common Stock (the "Class A Common Stock") and eighty million, six hundred forty thousand (80,640,000) [eighty-four million (84,000,000)]* shares shall be designated Class B Common Stock (the "Class B Common Stock"). Two million, five hundred thousand (2,500,000) [Five million (5,000,000)]* shares shall be designated preferred stock (the "Preferred Stock"), all of which are presently undesignated as to series. Each share of Preferred Stock shall have a par value of $0.01 and each share of Common Stock shall have a par value of $0.0005.

(b) Common Stock. The Class A Common Stock and the Class B Common Stock shall be identical in all respects, except as otherwise expressly provided herein, and the relative powers, preferences, rights, qualifications, limitations and restrictions of the shares of Class A Common Stock and Class B Common Stock shall be as follows:

(1) Cash or Property Dividends. Subject to the rights and preferences of the Preferred Stock as set forth in any resolution or resolutions of the Board of Directors providing for the issuance of such stock pursuant to this Article IV, and except as otherwise provided for herein, the holders of Class A Common Stock and Class B Common Stock are entitled to receive dividends out of assets legally available therefor at such times and in such per share amounts as the Board of Directors may from time to time determine; provided that whenever a cash dividend is paid, the same amount shall be paid in respect of each outstanding share of Class A Common Stock and Class B Common Stock.

(2) Stock Dividends. If at any time a dividend is to be paid in shares of Class A Common Stock or shares of Class B Common Stock (a "stock dividend"), such stock dividend may be declared and paid only as follows: only Class A Common Stock may be paid to holders of Class A Common Stock and only Class B Common Stock may be paid to holders of Class B Common Stock, and whenever a stock dividend is paid, the same rate or ratio of shares shall be paid in respect of each outstanding share of Class A Common Stock and Class B Common Stock.

(3) Stock Subdivisions and Combinations. The Corporation shall not subdivide, reclassify or combine stock of either class of Common Stock without at the same time making a proportionate subdivision or combination of the other class.

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(1) The amount of shares designated by an asterisk ("*") in Section (a) of Article IV will be in effect in lieu of the number of shares appearing immediately prior to such bracketed number bearing an asterisk if the Share Increase is approved in accordance with the terms of the Agreement and Plan of Merger.

(4) Voting. Voting power shall be divided between the classes and series of stock as follows:

(A) With respect to the election of directors, holders of Class A Common Stock and holders of Voting Preferred Stock (as defined below), voting together, shall be entitled to elect that number of directors which constitutes 20% of the authorized number of members of the Board of Directors (or, if such 20% is not a whole number, then the nearest lower whole number of directors that is closest to 20% of such membership) (the "Class A Directors"). Each share of Class A Common Stock shall have one vote in the election of the Class A Directors and each share of Voting Preferred Stock shall have a number of votes in the election of the Class A Directors as specified in the resolution of the Board of Directors authorizing such Voting Preferred Stock. Holders of Class B Common Stock shall be entitled to elect the remaining directors (the "Class B Directors"). Each share of Class B Common Stock shall have one vote in the election of such directors. For purposes of this Section (b)(4) and Section (b)(5) of this Article IV, references to the authorized number of members of the Board of Directors (or the remaining directors) shall not include any directors which the holders of any shares of Preferred Stock may have the right to elect upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time. For purposes of this Section (b)(4), "Special Voting Rights" means the different voting rights of the holders of Class A Common Stock, holders of Class B Common Stock and holders of Voting Preferred Stock with respect to the election of the applicable percentage of the authorized number of members of the Board of Directors as described in this Section (b)(4)(A). "Voting Preferred Stock" means shares of each series of Preferred Stock upon which the right to vote for directors has been conferred in accordance with Section (c) of this Article IV, except for any right to elect directors which may be provided upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time.

(B) Subject to the last sentence of this Section (b)(4)(B), notwithstanding anything to the contrary contained in Section (a)(4)(A) of this Article IV, for so long as any person or entity or group of persons or entities acting in concert beneficially own 15% or more of the outstanding shares of Class B Common Stock, then in any election of directors or other exercise of voting rights with respect to the election or removal of directors, such person, entity or group shall only be entitled to vote (or otherwise exercise voting rights with respect to) a number of shares of Class B Common Stock that constitutes a percentage of the total number of shares of Class B Common Stock then outstanding which is less than or equal to such person, entity or group's Entitled Voting Percentage. For the purposes hereof, a person, entity or group's "Entitled Voting Percentage" at any time shall mean the percentage of the then outstanding shares of Class A Common Stock beneficially owned by such person, entity or group at such time. For purposes of this Section (b)(4)(B), a "beneficial owner" of Common Stock includes any person or entity or group of persons or entities who, directly or indirectly, including through any contract, arrangement, understanding, relationship or otherwise, written or oral, formal or informal, control the voting power (which includes the power to vote or to direct the voting) of such Common Stock. The provisions of this Section (b)(4)(B) shall be effective only following (i) the distribution by IMS Health Incorporated ("IMS HEALTH") to its stockholders of all of the Class B Common Stock owned by it, (ii) the receipt of a private letter ruling from the Internal Revenue Service (the "IRS") to the effect that the terms of this Section (b)(4)(B) will not have any adverse effect on the private letter ruling issued by the IRS to IMS HEALTH on April 14, 1999 and any other private letter ruling issued by the IRS to IMS HEALTH or any predecessor or former parent of IMS HEALTH and (iii) the approval of the terms of this Section (b)(4)(B) by the New York Stock Exchange, Inc. or any other national securities exchange or automated quotation service on which the Common Stock is then listed or admitted for trading.

(C) Any Class A Director may be removed only for cause, by a vote of a majority of the votes held by the holders of Class A Common Stock and holders of Voting Preferred Stock, voting together as a class. Any Class B Director may be removed only for cause, by a vote of a majority of the votes held by the holders of Class B Common Stock, voting separately as a class.

(D) Except as otherwise specified herein, the holders of Class A Common Stock and holders of Class B Common Stock (i) shall in all matters not otherwise specified in this Section (b)(4) of this Article IV vote together (including, without limitation, with respect to increases or decreases in the authorized number of shares of any class of Common Stock), with each share of Class A Common Stock and Class B Common Stock having one vote, and (ii) shall be entitled to vote as separate classes only when required by law to do so under mandatory statutory provisions that may not be excluded or overridden by a provision in the Certificate of Incorporation or as provided herein.

(E) Except as set forth in this Section (b)(4) of this Article IV, the holders of Class A Common Stock shall have exclusive voting power (except for any voting powers of any Preferred Stock) on all matters at any time when no Class B Common Stock is issued and outstanding, and the holders of Class B Common Stock shall have exclusive voting power (except for any voting powers of any Preferred Stock) on all matters at any time when no Class A Common Stock is issued and outstanding.

(5) Vacancies; Increase or Decreases in Size of the Board of Directors. Any vacancy in the office of a director created by the death, resignation or removal of a director elected by (or appointed on behalf of) the holders of the Class B Common Stock or the holders of the Class A Common Stock and Voting Preferred Stock voting together as a class, as the case may be, may be filled by the vote of the majority of the directors (or the sole remaining director) elected by (or appointed on behalf of) such holders of Class B Common Stock or Class A Common Stock and Voting Preferred Stock (or on behalf of whom that director was appointed), as the case may be, whose death, resignation or removal created the vacancy, unless there are no such directors, in which case such vacancy may be filled by the vote of the majority of the directors or by the sole remaining director, regardless, in each instance, of any quorum requirements set out in the By-laws. Any director elected by some or all of the directors to fill a vacancy shall hold office for the remainder of the full term of the director whose vacancy is being filled and until such director's successor shall have been elected and qualified unless removed and replaced pursuant to Section (b)(4)(C) of this Article IV and this Section (b)(5). All newly-created directorships resulting from an increase in the authorized number of directors shall be allocated between Class A Directors and Class B Directors such that at all times the number of directorships reserved for Class A Directors shall be 20% of the authorized number of members of the Board of Directors (or, if such 20% is not a whole number, then the nearest lower whole number of directors that is closest to 20% of such membership) and the remaining directorships are reserved for Class B Directors. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. If the number of directors is changed, any increase or decrease shall be apportioned among the classes of directors established pursuant to Article V so that the number of directors in each class is as nearly equal as possible.

(6) Merger or Consolidation. In case of any consolidation of the Corporation with one or more other corporations or a merger of the Corporation with another corporation, each holder of a share of Class A Common Stock shall be entitled to receive with respect to such share the same kind and amount of shares of stock and other securities and property (including cash) receivable upon such consolidation or merger by a holder of a share of Class B Common Stock, and each holder of a share of Class B Common Stock shall be entitled to receive with respect to such share the same kind and amount of shares of stock and other securities and property (including cash) receivable upon such consolidation or merger by a holder of a share of Class A Common Stock; provided that, in any such transaction, the holders of shares of Class A Common Stock and the holders of shares of Class B Common Stock may receive different kinds of shares of stock if the only difference in such shares is the inclusion of voting rights which continue the Special Voting Rights.

(7) Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of the Class A Common Stock and Class B Common Stock shall participate equally per share in any distribution to stockholders, without distinction between classes.

(c) Preferred Stock. Any Preferred Stock not previously designated as to series may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board), and such resolution or resolutions shall also set forth the voting powers, full or limited or none, of each such series of Preferred Stock and shall fix the designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of each such series of Preferred Stock; provided that, except for any right to elect directors upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time, no series of Preferred Stock shall be entitled to vote generally in the election of any directors of the Corporation other than Class A Directors or to vote separately to elect one or more directors of the Corporation. The Board of Directors is authorized to alter the designation, rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series of Preferred Stock, to increase or decrease (but not below the number of shares of any such series than outstanding) the number of shares of any such subsequent to the issue of shares of that series.

Each share of Preferred Stock issued by the Corporation, if reacquired by the Corporation (whether by redemption, repurchase, conversion to Common Stock or other means), shall upon such reacquisition resume the status of authorized and unissued shares of Preferred Stock, undesignated as to series and available for designation and issuance by the Corporation in accordance with the immediately preceding paragraph."

The Existing Certificate of Incorporation shall be amended by deleting in its entirety Article V thereof and replacing it with the following:

"ARTICLE V

The directors, other than those who may be elected solely by the holders of any class or series of Preferred Stock, if any, shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as determined by the Board of Directors, one class ("Class I") to hold office initially for a term expiring at the first annual meeting of stockholders to be held after the date this Article V becomes effective (the "Classified Board Effective Date"), another class ("Class II") to hold office initially for a term expiring at the second annual meeting of stockholders to be held after the Classified Board Effective Date, and another class ("Class III") to hold office initially for a term expiring at the third annual meeting of stockholders to be held after the Classified Board Effective Date, with the members of each class to hold office until their successors are elected and qualified. Directors elected by a class or series of stock, or if applicable, classes or series of stock voting together, shall be divided as evenly as possible, and shall be allocated by the Board of Directors, among Class I, Class II and Class III. At each annual meeting of stockholders, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election."

EXHIBIT A-1(b)

CERTIFICATE OF INCORPORATION AMENDMENTS
(WITHOUT GOVERNANCE PROVISIONS)

The Certificate of Incorporation of the Company in effect immediately prior to the Effective Time (the "Existing Certificate of Incorporation") shall be amended by deleting in its entirety Article IV thereof and replacing it with the following(1):

"ARTICLE IV

(a) Authorized Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "common stock" and "preferred stock." The total number of shares which this corporation is authorized to issue is two hundred four million, one hundred thousand (204,100,000) shares [two hundred fifty-five million (255,000,000) shares]*. Two hundred one million, six hundred thousand (201,600,000) [Two hundred fifty million (250,000,000)]* shares shall be designated common stock (the "Common Stock"), of which one hundred twenty million, nine hundred sixty thousand (120,960,000) [one hundred, sixty six million (166,000,000)]* shares shall be designated Class A Common Stock (the "Class A Common Stock") and eighty million, six hundred forty thousand (80,640,000) [eighty-four million (84,000,000)]* shares shall be designated Class B Common Stock (the "Class B Common Stock"). Two million, five hundred thousand (2,500,000) [Five million (5,000,000)]* shares shall be designated preferred stock (the "Preferred Stock"), all of which are presently undesignated as to series. Each share of Preferred Stock shall have a par value of $0.01 and each share of Common Stock shall have a par value of $0.0005.

(b) Common Stock. The Class A Common Stock and the Class B Common Stock shall be identical in all respects, except as otherwise expressly provided herein, and the relative powers, preferences, rights, qualifications, limitations and restrictions of the shares of Class A Common Stock and Class B Common Stock shall be as follows:

(1) Cash or Property Dividends. Subject to the rights and preferences of the Preferred Stock as set forth in any resolution or resolutions of the Board of Directors providing for the issuance of such stock pursuant to this Article IV, and except as otherwise provided for herein, the holders of Class A Common Stock and Class B Common Stock are entitled to receive dividends out of assets legally available therefor at such times and in such per share amounts as the Board of Directors may from time to time determine; provided that whenever a cash dividend is paid, the same amount shall be paid in respect of each outstanding share of Class A Common Stock and Class B Common Stock.

(2) Stock Dividends. If at any time a dividend is to be paid in shares of Class A Common Stock or shares of Class B Common Stock (a "stock dividend"), such stock dividend may be declared and paid only as follows: only Class A Common Stock may be paid to holders of Class A Common Stock and only Class B Common Stock may be paid to holders of Class B Common Stock, and whenever a stock dividend is paid, the same rate or ratio of shares shall be paid in respect of each outstanding share of Class A Common Stock and Class B Common Stock.

(3) Stock Subdivisions and Combinations. The corporation shall not subdivide, reclassify or combine stock of either class of Common Stock without at the same time making a proportionate subdivision or combination of the other class.

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(1)The amount of shares designated by an asterisk ("*") in Section (a) of Article IV will be in effect in lieu of the number of shares appearing immediately prior to such bracketed number bearing an asterisk if the Share Increase is approved in accordance with the terms of the Agreement and Plan of Merger.

(4) Voting. Voting power shall be divided between the classes and series of stock as follows:

(A) With respect to the election of directors, holders of Class A Common Stock and holders of Voting Preferred Stock (as defined below), voting together, shall be entitled to elect that number of directors which constitutes 20% of the authorized number of members of the Board of Directors (or, if such 20% is not a whole number, then the nearest lower whole number of directors that is closest to 20% of such membership) (the "Class A Directors"). Each share of Class A Common Stock shall have one vote in the election of the Class A Directors and each share of Voting Preferred Stock shall have a number of votes in the election of the Class A Directors as specified in the resolution of the Board of Directors authorizing such Voting Preferred Stock. Holders of Class B Common Stock shall be entitled to elect the remaining directors (the "Class B Directors"). Each share of Class B Common Stock shall have one vote in the election of such directors. For purposes of this Section (b)(4) and Section (b)(5) of this Article IV, references to the authorized number of members of the Board of Directors (or the remaining directors) shall not include any directors which the holders of any shares of Preferred Stock may have the right to elect upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time. For purposes of this Section (b)(4), "Special Voting Rights" means the different voting rights of the holders of Class A Common Stock, holders of Class B Common Stock and holders of Voting Preferred Stock with respect to the election of the applicable percentage of the authorized number of members of the Board of Directors as described in this Section (b)(4)(A). "Voting Preferred Stock" means shares of each series of Preferred Stock upon which the right to vote for directors has been conferred in accordance with Section (c) of this Article IV, except for any right to elect directors which may be provided upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time.

(B) Subject to the last sentence of this Section (b)(4)(B), notwithstanding anything to the contrary contained in Section (a)(4)(A) of this Article IV, for so long as any person or entity or group of persons or entities acting in concert beneficially own 15% or more of the outstanding shares of Class B Common Stock, then in any election of directors or other exercise of voting rights with respect to the election or removal of directors, such person, entity or group shall only be entitled to vote (or otherwise exercise voting rights with respect to) a number of shares of Class B Common Stock that constitutes a percentage of the total number of shares of Class B Common Stock then outstanding which is less than or equal to such person, entity or group's Entitled Voting Percentage. For the purposes hereof, a person, entity or group's "Entitled Voting Percentage" at any time shall mean the percentage of the then outstanding shares of Class A Common Stock beneficially owned by such person, entity or group at such time. For purposes of this Section (b)(4)(B), a "beneficial owner" of Common Stock includes any person or entity or group of persons or entities who, directly or indirectly, including through any contract, arrangement, understanding, relationship or otherwise, written or oral, formal or informal, control the voting power (which includes the power to vote or to direct the voting) of such Common Stock. The provisions of this Section (b)(4)(B) shall be effective only following (i) the distribution by IMS Health Incorporated ("IMS HEALTH") to its stockholders of all of the Class B Common Stock owned by it, (ii) the receipt of a private letter ruling from the Internal Revenue Service (the "IRS") to the effect that the terms of this Section (b)(4)(B) will not have any adverse effect on the private letter ruling issued by the IRS to IMS HEALTH on April 14, 1999 and any other private letter ruling issued by the IRS to IMS HEALTH or any predecessor or former parent of IMS HEALTH and (iii) the approval of the terms of this Section (b)(4)(B) by the New York Stock Exchange, Inc. or any other national securities exchange or automated quotation service on which the Common Stock is then listed or admitted for trading.

(C) Any Class A Director may be removed, with or without cause, by a vote of a majority of the votes held by the holders of Class A Common Stock and holders of Voting Preferred Stock, voting together as a class. Any Class B Director may be removed, with or without cause, by a vote of a majority of the votes held by the holders of Class B Common Stock, voting separately as a class.

(D) Except as otherwise specified herein, the holders of Class A Common Stock and holders of Class B Common Stock (i) shall in all matters not otherwise specified in this Section (b)(4) of this Article IV vote together (including, without limitation, with respect to increases or decreases in the authorized number of shares of any class of Common Stock), with each share of Class A Common Stock and Class B Common Stock having one vote, and (ii) shall be entitled to vote as separate classes only when required by law to do so under mandatory statutory provisions that may not be excluded or overridden by a provision in the Certificate of Incorporation or as provided herein.

(E) Except as set forth in this Section (b)(4) of this Article IV, the holders of Class A Common Stock shall have exclusive voting power (except for any voting powers of any Preferred Stock) on all matters at any time when no Class B Common Stock is issued and outstanding, and the holders of Class B Common Stock shall have exclusive voting power (except for any voting powers of any Preferred Stock) on all matters at any time when no Class A Common Stock is issued and outstanding.

(5) Increase or Decreases in Size of the Board of Directors. All newly-created directorships resulting from an increase in the authorized number of directors shall be allocated between Class A Directors and Class B Directors such that at all times the number of directorships reserved for Class A Directors shall be 20% of the authorized number of members of the Board of Directors (or, if such 20% is not a whole number, then the nearest lower whole number of directors that is closest to 20% of such membership) and the remaining directorships are reserved for Class B Directors. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(6) Merger or Consolidation. In case of any consolidation of the Corporation with one or more other corporations or a merger of the Corporation with another corporation, each holder of a share of Class A Common Stock shall be entitled to receive with respect to such share the same kind and amount of shares of stock and other securities and property (including cash) receivable upon such consolidation or merger by a holder of a share of Class B Common Stock, and each holder of a share of Class B Common Stock shall be entitled to receive with respect to such share the same kind and amount of shares of stock and other securities and property (including cash) receivable upon such consolidation or merger by a holder of a share of Class A Common Stock; provided that, in any such transaction, the holders of shares of Class A Common Stock and the holders of shares of Class B Common Stock may receive different kinds of shares of stock if the only difference in such shares is the inclusion of voting rights which continue the Special Voting Rights.

(7) Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, the holders of the Class A Common Stock and Class B Common Stock shall participate equally per share in any distribution to stockholders, without distinction between classes.

(c) Preferred Stock. Any Preferred Stock not previously designated as to series may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board), and such resolution or resolutions shall also set forth the voting powers, full or limited or none, of each such series of Preferred Stock and shall fix the designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of each such series of Preferred Stock; provided that, except for any right to elect directors upon the failure of the Corporation to pay regular dividends on such Preferred Stock as and when due for a specified period of time, no series of Preferred Stock shall be entitled to vote generally in the election of any directors of the Corporation other than

Class A Directors or to vote separately to elect one or more directors of the Corporation. The Board of Directors is authorized to alter the designation, rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series of Preferred Stock, to increase or decrease (but not below the number of shares of any such series than outstanding) the number of shares of any such subsequent to the issue of shares of that series.

Each share of Preferred Stock issued by the Corporation, if reacquired by the Corporation (whether by redemption, repurchase, conversion to Common Stock or other means), shall upon such reacquisition resume the status of authorized and unissued shares of Preferred Stock, undesignated as to series and available for designation and issuance by the Corporation in accordance with the immediately preceding paragraph."

The Existing Certificate of Incorporation shall be amended by deleting in its entirety Article V thereof and renumbering Articles VI, VII, VIII and IX thereof as Articles V, VI, VII and VIII, respectively.

The Existing Certificate of Incorporation shall be amended by deleting the reference to Article VIII in Article VIII thereof and replacing it with "Article VII".

EXHIBIT A-1(c)

BY-LAW AMENDMENTS
(WITH GOVERNANCE PROVISIONS)

The By-laws of the Corporation in effect at the Effective Time (the "Existing By-laws") shall be amended by adding the phrase "class and" immediately preceding the phrase "number of shares" in the first sentence of Section 5 of Article II thereof.

The Existing By-laws shall be amended by deleting in its entirety Section 2 of Article III thereof and replacing it with the following:

> "The number of directors which shall constitute the board of directors shall be ten (10). The number of directors may be changed from time to time by resolution of the board of directors or the stockholders, although in no event shall the number of directors be less than five (5) for so long as the Special Voting Rights (as defined in Article IV, Section (b)(4)(A) of the Certificate of Incorporation) shall be in effect. Each director shall be elected by a plurality of the votes of the shares of one or more class or classes or series of stock (as provided in the Certificate of Incorporation), as the case may be, entitled to vote for such director that are present in person or represented by proxy at the annual meeting of stockholders. At each annual meeting of the stockholders, the stockholders shall elect the successors of the class of directors whose terms expire at such meeting, to hold office until their successors are duly elected and qualified at the third annual meeting of stockholders following the year of their election or until their earlier death, resignation or removal as herein or in the Certificate of Incorporation provided. The directors shall be elected in this manner, except as provided in Section 4 of this Article III and the Certificate of Incorporation."

The Existing By-laws shall be amended by deleting the first sentence of Section 4 of Article III thereof and replacing it with the following:

> "Vacancies resulting from newly created directorships resulting from an increase in the authorized number of directors and vacancies resulting from the death, resignation or removal of a director elected by (or appointed on behalf of) the holders of one or more class or classes or series of stock (as provided in the Certificate of Incorporation), voting together as a class, as the case may be, shall be filled by the vote of the majority of the directors (or the sole remaining director) elected by (or appointed on behalf of) such holders of one or more class or classes or series of stock (as provided in the Certificate of Incorporation) (or on whose behalf the director was appointed), as the case may be, whose death, resignation or removal created the vacancy, or to which the newly-created directorship has been allocated."

The Existing By-laws shall be amended by deleting the phrase "each newly-elected board of directors" in Section 5 of Article III thereof and replacing it with the phrase "the board of directors."

EXHIBIT A-1(d)

BY-LAW AMENDMENTS
(WITHOUT GOVERNANCE PROVISIONS)

The By-laws of the Corporation in effect at the Effective Time (the "Existing By-laws") shall be amended by adding the phrase "class and" immediately preceding the phrase "number of shares" in the first sentence of Section 5 of Article II thereof.

The Existing By-laws shall be amended by deleting in its entirety Section 2 of Article III thereof and replacing it with the following:

> "The number of directors which shall constitute the board of directors shall be ten (10). The number of directors may be changed from time to time by resolution of the board of directors or the stockholders, although in no event shall the number of directors be less than five (5) for so long as the Special Voting Rights (as defined in Article IV, Section (b)(4)(A) of the Certificate of Incorporation) shall be in effect. Each director shall be elected by a plurality of the votes of the shares of one or more class or classes or series of stock (as provided in the Certificate of Incorporation), as the case may be, entitled to vote for such director that are present in person or represented by proxy at the annual meeting of stockholders. Each director elected shall hold office until a successor is duly elected and qualified or until his earlier death, resignation or removal as herein and in the Certificate of Incorporation provided. The directors shall be elected in this manner, except as provided in Section 4 of this Article III and the Certificate of Incorporation."

The Existing By-laws shall be amended by deleting the first sentence of Section 4 of Article III thereof and replacing it with the following:

> "Vacancies resulting from newly created directorships resulting from an increase in the authorized number of directors and vacancies resulting from the death, resignation or removal of a director elected by (or appointed on behalf of) the holders of one or more class or classes or series of stock (as provided in the Certificate of Incorporation), voting together as a class, as the case may be, shall be filled by the vote of the majority of the directors (or the sole remaining director) elected by (or appointed on behalf of) such holders of one or more class or classes or series of stock (as provided in the Certificate of Incorporation) (or on whose behalf the director was appointed), as the case may be, whose death, resignation or removal created the vacancy, or to which the newly-created directorship has been allocated."

The Existing By-laws shall be amended by deleting the phrase "each newly-elected board of directors" in Section 5 of Article III thereof and replacing it with the phrase "the board of directors."

EXHIBIT A-1(e)

DIRECTORS AT THE EFFECTIVE TIME

NAME OF DIRECTOR	DIRECTORS DESIGNATED AS CLASS A OR CLASS B	(IF GOVERNANCE PROVISIONS APPROVED) DIRECTOR CLASS
John P. Imlay	Class B	Term Expiring 2000
Stephen G. Pagliuca	Class B	Term Expiring 2000
Charles B. McQuade	Class B	Term Expiring 2000
Manuel A. Fernandez	Class A	Term Expiring 2001
Dennis G. Sisco	Class B	Term Expiring 2001
Anne Sutherland Fuchs	Class B	Term Expiring 2001
William O. Grabe	Class A	Term Expiring 2002
Max D. Hopper	Class B	Term Expiring 2002
Kenneth Roman	Class B	Term Expiring 2002
William T. Clifford	Class B	Term Expiring 2002