



\* Calculated solely for purposes of determining the amount of the filing fee. Pursuant to rule 0-11(b)(1) of the Securities Exchange Act of 1934, as amended, the Transaction Valuation was calculated assuming that 11,298,630 outstanding shares of Common Stock, Class A, and 5,505,305 outstanding shares of Common Stock, Class B, are being purchased at the maximum possible tender offer price of \$13.50 per share.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11(b)(1) of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #7 for Fiscal Year 2004 issued by the Securities and Exchange Commission, equals \$126.70 per million of the value of the transaction.

[ ] Check the 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.

[ ] Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

[ ] third party tender offer subject to Rule 14d-1.

[X] issuer tender offer subject to Rule 13e-4.

[ ] going-private transaction subject to Rule 13e-3.

[ ] amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: [ ]

This Tender Offer Statement on Schedule TO relates to the tender offer by Gartner, Inc., a Delaware corporation (the "Company"), to purchase for cash up to 11,298,630 shares of its Common Stock, Class A, par value \$0.0005 per share ("Class A Shares"), and 5,505,305 shares of its Common Stock, Class B, par value \$0.0005 per share ("Class B Shares," and together with the Class A Shares, the "Shares"), including, in each case, the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement, by and between the Company and Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank), as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, at a price of not more than \$13.50 nor less than \$12.50 per share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the offer to purchase, dated June 22, 2004 (the "Offer to Purchase") and the accompanying letters of transmittal (the "Letters of Transmittal"), which together, as each may be amended and supplemented from time to time, constitute the tender offer. This Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(2) of the Securities Exchange Act of 1934, as amended. The information contained in the Offer to Purchase and the accompanying Letters of Transmittal, copies of which are attached to this Schedule TO as Exhibits (a)(1)(A), (a)(1)(B)(i) and (a)(1)(B)(ii), respectively, is incorporated herein by reference in response to all of the items of this Schedule TO as more particularly described below.

ITEM 1. SUMMARY TERM SHEET.

The information set forth under "Summary Term Sheet" in the Offer to Purchase is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) NAME AND ADDRESS.

The name of the issuer is Gartner, Inc. The address of the principal executive offices of Gartner, Inc. is P.O Box 10212, 56 Top Gallant Road, Stamford, CT 06902-7747. The telephone number of the principal executive offices of Gartner, Inc. is (203) 316-1111.

(b) SECURITIES.

The information set forth in the Introduction to the Offer to Purchase is incorporated herein by reference.

(c) TRADING MARKET AND PRICE.

The information set forth in Section 8 of the Offer to Purchase ("Price Range of Shares; Dividends; Rights Agreement") is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

Gartner, Inc. is the filing person. The Company's address and telephone number are set forth in Item 2 above. The information set forth in Section 11 of the Offer to Purchase ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares") is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) MATERIAL TERMS.

The following sections of the Offer to Purchase contain information regarding the material terms of the transaction and are incorporated herein by reference.

- Summary Term Sheet;
- Introduction;
- Section 1 ("Number of Shares; Proration");
- Section 2 ("Purpose of the Tender Offer");

- Section 3 ("Procedures for Tendering Shares");
- Section 4 ("Withdrawal Rights");
- Section 5 ("Purchase of Shares and Payment of Purchase Price");
- Section 6 ("Conditional Tender of Shares");
- Section 7 ("Conditions of the Tender Offer");
- Section 9 ("Source and Amount of Funds");
- Section 11 ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares");
- Section 14 ("U.S. Federal Income Tax Consequences"); and
- Section 15 ("Extension of the Tender Offer; Termination; Amendment").

(B) PURCHASES.

The information set forth in the Introduction to the Offer to Purchase and in Section 11 of the Offer to Purchase ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares") is incorporated herein by reference.

ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND ARRANGEMENTS.

The information set forth in Section 11 of the Offer to Purchase ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares") is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(A); (B); (C) PURPOSES; USE OF SECURITIES ACQUIRED; PLANS.

The following sections of the Offer to Purchase, which contain information regarding the purposes of the transaction, use of securities acquired and plans, are incorporated herein by reference.

- Summary Term Sheet; and
- Section 2 ("Purpose of the Tender Offer").

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(A); (B); (D) SOURCE OF FUNDS; CONDITIONS; BORROWED FUNDS.

The information set forth in Section 9 of the Offer to Purchase ("Source and Amount of Funds") is incorporated herein by reference.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(A); (B) SECURITIES OWNERSHIP; SECURITIES TRANSACTIONS.

The information set forth in Section 11 of the Offer to Purchase ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares") is incorporated herein by reference.

ITEM 9. PERSON/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.

The information set forth in Section 16 of the Offer to Purchase ("Fees and Expenses") is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

(a) FINANCIAL INFORMATION.

The information set forth in Section 10 of the Offer to Purchase ("Certain Information Concerning Gartner") and the financial information included in Item 8 of the Company's Annual Report on Form 10-K for its fiscal year ended December 31, 2003, filed with the Securities and Exchange Commission (the "Commission") on March 12, 2004, and Part 1 of the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended March 31, 2004, filed with the Commission on May 4, 2004, is incorporated herein by reference.

(b) PRO FORMA INFORMATION.

The information set forth in Section 10 of the Offer to Purchase ("Certain Information Concerning Gartner") is incorporated herein by reference.

ITEM 11. ADDITIONAL INFORMATION.

(a) AGREEMENTS, REGULATORY REQUIREMENTS AND LEGAL PROCEEDINGS.

The information set forth in Section 10 of the Offer to Purchase ("Certain Information Regarding Gartner"), Section 11 of the Offer to Purchase ("Interests of Directors and Executive Officers; Transactions and Arrangements Concerning Shares") and Section 13 of the Offer to Purchase ("Legal Matters; Regulatory Approvals") is incorporated herein by reference.

(b) OTHER MATERIAL INFORMATION.

The information set forth in the Offer to Purchase and the accompanying Letters of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A), (a)(1)(B)(i) and (a)(1)(B)(ii), respectively, as each may be amended or supplemented from time to time, is incorporated herein by reference.

ITEM 12. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION -
----- (a)(1)	-----
(A)	Offer to Purchase, dated June 22, 2004. (a)
(1)(B) (i)	Letter of Transmittal, Common Stock, Class A. (ii)
(1)(B) (ii)	Letter of Transmittal, Common Stock, Class B. (a)
(1)(C) (i)	Notice of Guaranteed Delivery, Common Stock, Class A. (ii)
(1)(C) (ii)	Notice of Guaranteed Delivery, Common Stock, Class B. (a)
(1)(D)	Letter to brokers, dealers, commercial banks, trust companies and other nominees, dated June 22, 2004. (a)
(1)(E)	Letter to clients for use by brokers, dealers, commercial banks, trust companies and other nominees, dated June 22, 2004. (a)
(1)(F)	Notice to participants in the Gartner, Inc.

Savings and  
Investment  
Plan, dated  
June 22,  
2004. (a)(2)  
Not  
Applicable.  
(a)(3) Not  
Applicable.  
(a)(4) Not  
Applicable.  
(a)(5)(A)  
Summary

Advertisement,  
dated June  
22, 2004. (b)  
(1)

Commitment  
Letter, dated  
June 17,  
2004, by and  
between the  
Company, J.P.  
Morgan  
Securities  
Inc. and  
JPMorgan  
Chase Bank.

EXHIBIT NUMBER  
DESCRIPTION ---  
-----

- (d)(1) Stock Purchase Agreement, dated as of June 17, 2004, among the Company and Silver Lake Partners, L.P., Silver Lake Investors, L.P., and Silver Lake Technology Investors, L.L.C. (d)(2) Amended and Restated Securityholders Agreement, dated as of July 12, 2002, among the Company, Silver Lake Partners, L.P. and other parties thereto, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2002. (d)(3) 1991 Stock Option Plan as amended and restated on October 12, 1999, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 22, 1999. (d)(4) 1993 Director Stock Option Plan as amended and restated on April 14, 2000, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2000. (d)(5) 2002 Employee Stock Purchase Plan, as Amended and Restated February 5, 2003, incorporated by reference from the Company's Form 10-Q as filed on August 14, 2003. (d) (6) 1994 Long Term Stock Option Plan, as amended and restated on October 12, 1999, incorporated by reference from the Company's Annual Report on Form 10-K as filed on

December 22,  
1999. (d)(7)  
1998 Long Term  
Stock Option  
Plan, as  
amended and  
restated on  
October 12,  
1999,

incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K  
filed on

December 22,  
1999. (d)(8)  
1996 Long Term  
Stock Option  
Plan, as  
amended and  
restated on  
October 12,  
1999,

incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K  
filed on

December 22,  
1999. (d)(9)  
1999 Stock  
Option Plan,

incorporated by  
reference from  
the Company's  
Form S-8 as  
filed on

February 16,  
2002. (d)(10)

2003 Long-Term  
Incentive Plan,  
incorporated by  
reference from  
the Company's

Proxy Statement  
for its annual  
meeting dated  
February 13,  
2003. (d)(11)

Employment  
Agreement  
between Michael  
D. Fleisher and  
the Company as  
of October 1,  
2002,

incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K as  
filed on

December 29,  
2002. (d)(12)

Amendment to  
Employment  
Agreement  
between Michael  
D. Fleisher and  
the Company  
dated as of

April 29, 2004,  
incorporated by  
reference from  
the Company's  
Quarterly  
Report on Form

10-Q as filed  
on May 4, 2004.  
(d)(13)

Employment  
Agreement  
between Maureen  
O'Connell and  
the Company  
dated as of  
October 15,  
2002 and

effective as of  
September 23,  
2002,

incorporated by  
reference from



the Company's Annual Report on Form 10-K as filed on December 29, 2002. (d)(14)  
Employment agreement between Zachary Morowitz and the Company dated as of January 20, 2003, incorporated by reference from the Company's Transition Report on Form 10-KT as filed on March 31, 2003. (d)(15)  
Amended and Restated Rights Agreement, dated as of August 31, 2002, between the Company and Mellon Investor Services LLC, as Rights Agent, with related Exhibits, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2002. (d)(16)  
Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, between the Company and Mellon Investor Services LLC, as Rights Agent, incorporated by reference from the Company's Amendment No. 2 to Form 8-A as filed on June 30, 2003. (g)  
Not applicable.  
(h) Not applicable.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

SIGNATURE

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

GARTNER, INC.

/s/ CHRISTOPHER LAFOND

-----  
Christopher Lafond  
Executive Vice President and Chief  
Financial Officer

Date: June 22, 2004

INDEX TO EXHIBITS

EXHIBIT NUMBER  
DESCRIPTION ---  
-----  
- (a)(1)(A)  
Offer to  
Purchase, dated  
June 22, 2004.  
(a)(1)(B) (i)  
Letter of  
Transmittal,  
Common Stock,  
Class A. (ii)  
Letter of  
Transmittal,  
Common Stock,  
Class B. (a)(1)  
(C) (i) Notice  
of Guaranteed  
Delivery,  
Common Stock,  
Class A. (ii)  
Notice of  
Guaranteed  
Delivery,  
Common Stock,  
Class B. (a)(1)  
(D) Letter to  
brokers,  
dealers,  
commercial  
banks, trust  
companies and  
other nominees,  
dated June 22,  
2004. (a)(1)(E)  
Letter to  
clients for use  
by brokers,  
dealers,  
commercial  
banks, trust  
companies and  
other nominees,  
dated June 22,  
2004. (a)(1)(F)  
Notice to  
participants in  
the Gartner,  
Inc. Savings  
and Investment  
Plan, dated  
June 22, 2004.  
(a)(2) Not  
Applicable. (a)  
(3) Not  
Applicable. (a)  
(4) Not  
Applicable. (a)  
(5)(A) Summary  
Advertisement,  
dated June 22,  
2004. (b)(1)  
Commitment  
Letter, dated  
June 17, 2004,  
by and between  
the Company,  
J.P. Morgan  
Securities Inc.  
and JPMorgan  
Chase Bank. (d)  
(1) Stock  
Purchase  
Agreement,  
dated as of  
June 17, 2004,  
among the  
Company and  
Silver Lake  
Partners, L.P.,  
Silver Lake  
Investors,  
L.P., and  
Silver Lake  
Technology  
Investors,  
L.L.C. (d)(2)  
Amended and  
Restated  
Securityholders

Agreement,  
dated as of  
July 12, 2002,  
among the  
Company, Silver  
Lake Partners,  
L.P. and other  
parties  
thereto,  
incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K as  
filed on  
December 29,  
2002. (d)(3)  
1991 Stock  
Option Plan as  
amended and  
restated on  
October 12,  
1999,  
incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K  
filed on  
December 22,  
1999. (d)(4)  
1993 Director  
Stock Option  
Plan as amended  
and restated on  
April 14, 2000,  
incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K as  
filed on  
December 29,  
2000. (d)(5)  
2002 Employee  
Stock Purchase  
Plan, as  
Amended and  
Restated  
February 5,  
2003,  
incorporated by  
reference from  
the Company's  
Form 10-Q as  
filed on August  
14, 2003. (d)  
(6) 1994 Long  
Term Stock  
Option Plan, as  
amended and  
restated on  
October 12,  
1999,  
incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K  
filed on  
December 22,  
1999. (d)(7)  
1998 Long Term  
Stock Option  
Plan, as  
amended and  
restated on  
October 12,  
1999,  
incorporated by  
reference from  
the Company's  
Annual Report  
on Form 10-K  
filed on  
December 22,  
1999. (d)(8)  
1996 Long Term  
Stock Option  
Plan, as  
amended and  
restated on  
October 12,  
1999,  
incorporated by

reference from the Company's Annual Report on Form 10-K filed on December 22, 1999. (d)(a) 1999 Stock Option Plan, incorporated by reference from the Company's Form S-8 as filed on February 16, 2002. (d)(10) 2003 Long-Term Incentive Plan, incorporated by reference from the Company's Proxy Statement for its annual meeting dated February 13, 2003. (d)(11) Employment Agreement between Michael D. Fleisher and the Company as of October 1, 2002, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2002. (d)(12) Amendment to Employment Agreement between Michael D. Fleisher and the Company dated as of April 29, 2004, incorporated by reference from the Company's Quarterly Report on Form 10-Q as filed on May 4, 2004. (d)(13) Employment Agreement between Maureen O'Connell and the Company dated as of October 15, 2002 and effective as of September 23, 2002, incorporated by reference from the Company's Annual Report on Form 10-K as filed on December 29, 2002.

EXHIBIT  
NUMBER  
DESCRIPTION  
-----

(d)(14)  
Employment  
agreement  
between  
Zachary  
Morowitz  
and the  
Company  
dated as of  
January 20,  
2003,  
incorporated  
by  
reference  
from the  
Company's  
Transition  
Report on  
Form 10-KT  
as filed on  
March 31,  
2003. (d)

(15)  
Amended and  
Restated  
Rights  
Agreement,  
dated as of  
August 31,  
2002,  
between the  
Company and  
Mellon  
Investor  
Services  
LLC, as  
Rights  
Agent, with  
related  
Exhibits,  
incorporated  
by  
reference  
from the  
Company's  
Annual  
Report on  
Form 10-K  
as filed on  
December  
29, 2002.

(d)(16)  
Amendment  
No. 1 to  
the Amended  
and  
Restated  
Rights  
Agreement,  
dated as of  
June 30,  
2003,  
between the  
Company and  
Mellon  
Investor  
Services  
LLC, as  
Rights  
Agent,  
incorporated  
by  
reference  
from the  
Company's  
Amendment  
No. 2 to  
Form 8-A as  
filed on  
June 30,  
2003. (g)

Not  
applicable.  
(h) Not  
applicable.

(GARTNER LOGO)

OFFER TO PURCHASE FOR CASH

UP TO 11,298,630 SHARES OF ITS COMMON STOCK, CLASS A

AND

UP TO 5,505,305 SHARES OF ITS COMMON STOCK, CLASS B

(INCLUDING, IN EACH CASE, THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

AT A PURCHASE PRICE NOT GREATER THAN \$13.50

NOR LESS THAN \$12.50 PER SHARE

BY

GARTNER, INC.

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THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL

EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY,

JULY 30, 2004, UNLESS GARTNER EXTENDS THE TENDER OFFER.

Gartner, Inc., a Delaware corporation ("Gartner"), is offering to purchase for cash up to 11,298,630 shares of its Common stock, Class A ("Class A Shares") and up to 5,505,305 shares of its Common Stock, Class B ("Class B Shares"), including, in each case, the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement dated as of August 31, 2002, with Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank) as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, upon the terms and subject to the conditions set forth in this document and the letters of transmittal (which together, as they may be amended and supplemented from time to time, constitute the tender offer). Unless the context otherwise requires, all references to shares shall refer to Class A Shares and Class B Shares and shall include the associated preferred stock purchase rights; and, unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of shares will constitute a tender of the associated preferred stock purchase rights. On the terms and subject to the conditions of the tender offer, we will determine (a) the single per share price, not greater than \$13.50 nor less than \$12.50 per share, net to you in cash, without interest, that we will pay for Class A Shares properly tendered and not properly withdrawn in the tender offer, taking into account the total number of Class A Shares so tendered and the prices specified by the tendering stockholders and (b) the single per share price, not greater than \$13.50 nor less than \$12.50 per share, net to you in cash, without interest, that we will pay for Class B Shares properly tendered and not properly withdrawn in the tender offer, taking into account the total number of Class B Shares so tendered and the prices specified by the tendering stockholders. We will select the lowest purchase price for each class that will allow us to purchase 11,298,630 Class A Shares and 5,505,305 Class B Shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn, at prices not greater than \$13.50 nor less than \$12.50 per share in each case. Gartner will purchase at the applicable purchase price all shares properly tendered at prices at or below the applicable purchase price and not properly withdrawn, on the terms and subject to the conditions of the tender offer, including the odd lot, conditional tender and proration provisions. We reserve the right, in our sole discretion, to purchase more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares in the tender offer, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement (as hereinafter defined) and applicable law. Gartner will not purchase shares tendered at prices greater than the respective purchase price for the Class A Shares and Class B Shares and shares that we

do not accept for purchase because of proration provisions or conditional tenders. Shares not purchased in the tender offer will be returned to the tendering stockholders at our expense as promptly as practicable after the expiration of the tender offer. See Section 1.

-----  
THE TENDER OFFER IS CONDITIONED ON AT LEAST 1,680,394 SHARES BEING TENDERED. THE TENDER OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 7.

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IMPORTANT

If you wish to tender all or any part of your shares, you should either (1) (a) complete and sign the proper letter of transmittal (blue for Class A Shares and green for Class B Shares) according to the instructions in the applicable letter of transmittal and mail or deliver it, together with any required signature guarantee and any other required documents, including the share certificates, to Mellon Investor Services LLC, the depository for the tender offer, or (b) tender the shares according to the procedure for book-entry transfer described in Section 3, or (2) request a broker, dealer, commercial bank, trust company or other nominee to effect the transaction for you. If your shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should contact that person if you desire to tender your shares. If you desire to tender your shares and (1) your share certificates are not immediately available or cannot be delivered to the depository, (2) you cannot comply with the procedure for book-entry transfer, or (3) you cannot deliver the other required documents to the depository by the expiration of the tender offer, you must tender your shares according to the guaranteed delivery procedure described in Section 3.

If you are a participant in our Savings and Investment Plan, Fidelity Management Trust Company ("Fidelity") will provide you with instructions on how to direct Fidelity to tender shares in the tender offer.

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OUR BOARD OF DIRECTORS HAS APPROVED THE TENDER OFFER. HOWEVER, NEITHER WE NOR OUR BOARD OF DIRECTORS NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES OR AS TO THE PRICE OR PRICES AT WHICH YOU MAY CHOOSE TO TENDER YOUR SHARES. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR SHARES AND, IF SO, HOW MANY SHARES TO TENDER AND THE PRICE OR PRICES AT WHICH TO TENDER YOUR SHARES. IN SO DOING, YOU SHOULD READ CAREFULLY THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTERS OF TRANSMITTAL, INCLUDING OUR REASONS FOR MAKING THE TENDER OFFER. ALL OF OUR DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES, INCLUDING VA PARTNERS, L.L.C. AND CERTAIN OF ITS AFFILIATES WHICH COLLECTIVELY OWN APPROXIMATELY 8.2% OF OUR CLASS A SHARES AND 18.2% OF OUR CLASS B SHARES AND ARE AFFILIATED WITH JEFFREY W. UBBEN, ONE OF THE NOMINEES STANDING FOR ELECTION AS A DIRECTOR AT OUR ANNUAL MEETING OF STOCKHOLDERS SCHEDULED FOR JUNE 30, 2004, HAVE ADVISED US THAT THEY DO NOT INTEND TO TENDER ANY SHARES IN THE TENDER OFFER. HOWEVER, SILVER LAKE (AS DEFINED BELOW) HAS AGREED TO SELL CLASS A SHARES TO US FOLLOWING THE SUCCESSFUL COMPLETION OF THE TENDER OFFER, AS DESCRIBED IN THE FOLLOWING PARAGRAPH.

On June 17, 2004, we entered into an agreement (the "Silver Lake Stock Purchase Agreement") with Silver Lake Partners, L.P. and certain of its affiliates ("Silver Lake"), which collectively own approximately 44.9% of our Class A Shares and are affiliated with Directors Glenn H. Hutchins and David J. Roux, under which we agreed to purchase from Silver Lake 9,196,065 Class A Shares, subject to adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake): (a) if the number of Class A Shares sought in the tender offer is increased or decreased, then the number of Class A



Shares purchased from Silver Lake will be proportionally increased or decreased, respectively, and (b) if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer. This purchase will be at the same price per Class A Share as is determined and paid in the tender offer, and will occur on the eleventh business day following the date that funds are made available by Gartner to the depository for the settlement of Class A Shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Upon the closing of this purchase, Silver Lake's percentage ownership interest in our outstanding Class A Shares will be approximately equal to or below its current level. In addition, because Silver Lake will not be participating in the tender offer, Silver Lake will not be making a bid in the tender offer that could influence the determination of the purchase price for the Class A Shares. Silver Lake is prohibited under the Silver Lake Stock Purchase Agreement from selling Class A Shares or purchasing Class A Shares or Class B Shares during the tender offer and until eleven business days following the tender offer, unless the tender offer is terminated other than pursuant to the consummation thereof.

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Our Class A Shares and Class B Shares are listed and trade on the New York Stock Exchange under the symbols IT and ITB, respectively. On June 17, 2004, the last day before we publicly announced the tender offer, the reported closing price on the NYSE was \$12.19 per share for the Class A Shares and \$11.95 per share for the Class B Shares. We urge stockholders to obtain current market quotations for the shares. See Section 8.

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You may direct questions and requests for assistance to Georgeson Shareholder Communications, Inc., the information agent for the tender offer, or to Goldman, Sachs & Co., the dealer manager for the tender offer, at their respective addresses and telephone numbers set forth on the back cover page of this document. You may direct requests for additional copies of this document, the letters of transmittal or the notices of guaranteed delivery to the information agent.

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The dealer manager for the tender offer is:

GOLDMAN, SACHS & CO.  
JUNE 22, 2004

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WE HAVE NOT AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES IN THE TENDER OFFER. WE HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE TENDER OFFER OTHER THAN THOSE CONTAINED IN THIS DOCUMENT OR IN THE LETTERS OF TRANSMITTAL. IF GIVEN OR MADE, YOU MUST NOT RELY UPON ANY SUCH INFORMATION OR REPRESENTATION AS HAVING BEEN AUTHORIZED BY US OR THE DEALER MANAGER.

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WE ARE NOT MAKING THE TENDER OFFER TO (NOR WILL WE ACCEPT ANY TENDER OF SHARES FROM OR ON BEHALF OF) HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OF THE TENDER OFFER OR THE ACCEPTANCE OF ANY TENDER OF SHARES WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION. HOWEVER, WE MAY, AT OUR DISCRETION, TAKE SUCH ACTION AS WE MAY DEEM NECESSARY FOR US TO MAKE THE TENDER OFFER IN ANY SUCH JURISDICTION AND EXTEND THE TENDER OFFER TO HOLDERS IN SUCH JURISDICTION. IN ANY JURISDICTION THE SECURITIES OR BLUE SKY LAWS OF WHICH REQUIRE THE TENDER OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE TENDER OFFER IS BEING MADE ON OUR BEHALF BY THE DEALER MANAGER OR ONE OR MORE REGISTERED BROKERS OR DEALERS, WHICH ARE LICENSED UNDER THE LAWS OF SUCH JURISDICTION.

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## SUMMARY TERM SHEET

We are providing this summary term sheet for your convenience. It highlights the most material information in this document, but you should realize that it does not describe all of the details of the tender offer to the same extent described in this document. We urge you to read the entire document and the letters of transmittal because they contain the full details of the tender offer. We have included references to the sections of this document where you will find a more complete discussion.

WHO IS OFFERING TO PURCHASE MY SHARES?

Gartner is offering to purchase your Class A Shares and Class B Shares and the associated preferred stock purchase rights.

WHAT WILL THE PURCHASE PRICE FOR THE SHARES BE?

We will determine the purchase price that we will pay per Class A Share and the purchase price that we will pay per Class B Share as promptly as practicable after the tender offer expires. The Class A Share purchase price will be the lowest price at which, based on the number of Class A Shares tendered and the prices specified by the tendering stockholders, we can purchase 11,298,630 Class A Shares, and the Class B Share purchase price will be the lowest price at which, based on the number of Class B Shares tendered and the prices specified by the tendering stockholders, we can purchase 5,505,305 Class B Shares (or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn prior to the expiration date). For each class, the purchase price will not be greater than \$13.50 nor less than \$12.50 per share. In each class, we will pay the same purchase price in cash, without interest, for all the shares we purchase under the tender offer, even if some of the shares in that class are tendered at a price below the purchase price for that class. See Section 1.

HOW MANY SHARES WILL GARTNER PURCHASE?

We will purchase 11,298,630 Class A Shares and 5,505,305 Class B Shares properly tendered in the tender offer, or such fewer number of shares as are properly tendered, and not properly withdrawn prior to the expiration date. We have also agreed to purchase 9,196,065 Class A Shares from Silver Lake (which number is subject to adjustment based on any increase or decrease in the size and any undersubscription of the tender offer for Class A Shares as described in more detail in Section 11) at the same price per Class A Share as is paid in the tender offer, pursuant to the Silver Lake Stock Purchase Agreement. The 11,298,630 Class A Shares subject to the tender offer represent approximately 10.8% of our outstanding Class A Shares as of June 15, 2004, and together with the Class A Shares to be purchased from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement (assuming we purchase 9,196,065 Class A Shares from Silver Lake under that agreement), represent approximately 19.6% of our outstanding Class A Shares as of June 15, 2004. The 5,505,305 Class B Shares subject to the tender offer represent approximately 19.6% of our outstanding Class B Shares as of June 15, 2004. Each share is coupled with an associated preferred stock purchase right that we will acquire with the shares we purchase. No additional consideration will be paid for the associated preferred stock purchase rights. Gartner expressly reserves the right to purchase an additional number of shares up to 2% of the outstanding shares of each class, and could decide to

purchase more shares, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement and applicable legal requirements. See Section 1 and Section 11. The tender offer is conditioned on at least 1,680,394 shares being tendered. See Section 7.

WHAT WILL HAPPEN IF MORE THAN 11,298,630 CLASS A SHARES AND/OR 5,505,305 CLASS B SHARES ARE TENDERED AT OR BELOW THE PURCHASE PRICE?

If more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares are tendered at or below the respective purchase price, we will purchase all shares tendered at or below the applicable purchase price on a pro rata basis, except for "odd lots" (lots held by owners of less than 100 of either class of shares), which, subject to certain limitations, we will purchase on a priority basis as described in the immediately following paragraph and except for shares that were tendered subject to the condition that Gartner must purchase a specified minimum number of the stockholder's shares if Gartner purchases any shares tendered and for which this condition is not satisfied.

IF I OWN FEWER THAN 100 CLASS A SHARES OR CLASS B SHARES AND I TENDER ALL OF SUCH SHARES, WILL I BE SUBJECT TO PRORATION?

If you own beneficially or of record fewer than 100 Class A Shares or Class B Shares in the aggregate, you properly tender all of these shares at or below the applicable purchase price before the tender offer expires, you complete the section entitled "Odd Lots" in the applicable letter of transmittal, and our repurchase of "odd lots" would not result in either class of shares being held of record by less than 300 persons, then we will purchase all of your shares of the applicable class prior to purchasing other shares tendered into the tender offer not meeting these conditions, and these shares will not be subject to proration. See Section 1.

HOW WILL GARTNER PAY FOR THE SHARES?

We intend to use our available cash and proceeds from borrowings under a senior credit facility comprised of a term loan facility and a revolving credit facility that we are currently negotiating to purchase shares tendered in the tender offer, purchase shares from Silver Lake following the completion of the tender offer and pay related fees and expenses. The tender offer is subject to the receipt of financing by us. See Section 7 and Section 9.

HOW LONG DO I HAVE TO TENDER MY SHARES?

You may tender your shares until the tender offer expires. The tender offer will expire on Friday, July 30, 2004, at 5:00 p.m., New York City time, unless we extend it. See Section 1. We may choose to extend the tender offer for any reason, subject to applicable laws. We cannot assure you that we will extend the tender offer or indicate the length of any extension that we may provide. See Section 15. If a broker, dealer, commercial bank, trust company or other nominee holds your shares, it is likely they have an earlier deadline for you to act to instruct them to accept the tender offer on your behalf. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee to find out their deadline.

CAN THE TENDER OFFER BE EXTENDED, AMENDED OR TERMINATED, AND UNDER WHAT CIRCUMSTANCES

Subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, we can extend or amend the tender offer in our sole discretion. If we extend the tender offer, we will delay the acceptance of any shares that have been tendered. We can termi-

nate the tender offer under certain circumstances. See Section 7, Section 10, Section 11 and Section 15.

HOW WILL I BE NOTIFIED IF GARTNER EXTENDS THE TENDER OFFER OR AMENDS THE TERMS OF THE TENDER OFFER?

We will issue a press release by 9:00 a.m., New York City time, on the business day after the scheduled expiration date if we decide to extend the tender offer. We will announce any amendment to the tender offer by making a public announcement of the amendment. See Section 15.

WHAT IS THE PURPOSE OF THE TENDER OFFER?

Our management and Board of Directors have thoroughly evaluated Gartner's operations, financial condition, capital needs, strategy and expectations for the future and believe that the tender offer is a prudent use of our financial resources given our business profile and assets, and that investing in our own shares is an attractive use of capital and an efficient means to provide value to our stockholders. We currently have no debt and anticipate that we will have adequate cash generating capacity and no immediate need for the cash being used in the tender offer, and expect that our current cash balances, anticipated cash flows from operations and borrowing capacity exceed our capital requirements for normal operations, capital expenditures and acquisitions and other opportunities for growth that may arise. The tender offer represents the opportunity for us to return cash to stockholders who elect to tender their shares at a premium over the recent trading prices for the shares without the usual transaction costs associated with open market sales, while at the same time increasing non-tendering stockholders' proportionate interest in us and thus in our future earnings and assets at no additional cost to them. We believe the tender offer, if completed, will be accretive to currently projected earnings per share, although there can be no assurance of this. See Section 2 and Section 10.

ARE THERE ANY CONDITIONS TO THE TENDER OFFER?

Yes. The tender offer is subject to conditions, such as at least 1,680,394 shares being tendered, the absence of court and governmental action prohibiting the tender offer and of changes in general market conditions or our business that, in our reasonable judgment, are or may be materially adverse to us. The tender offer is also subject to the receipt of financing by us. See Section 7 and Section 9.

FOLLOWING THE TENDER OFFER, WILL GARTNER CONTINUE AS A PUBLIC COMPANY?

Yes. The completion of the tender offer in accordance with its terms and conditions will not cause either the Class A Shares or the Class B Shares to be delisted from the New York Stock Exchange or Gartner to stop being subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). See Section 12.

HOW DO I TENDER MY SHARES?

The tender offer will expire at 5:00 p.m., New York City time, on Friday, July 30, 2004, unless we extend the tender offer. To tender your shares prior to the expiration of the tender offer:

- you must deliver your share certificate(s) and a properly completed and duly executed letter of transmittal applicable to your class of shares to the depositary at the address appearing on the back cover page of this document; or

- the depositary must receive a confirmation of receipt of your shares by book-entry transfer and a properly completed and duly executed letter of transmittal applicable to your class of shares; or
- you must request a broker, dealer, commercial bank, trust company or other nominee to effect the transaction for you; or
- you must comply with the guaranteed delivery procedure.

You should contact the information agent or the dealer manager for assistance. See Section 3 and the instructions to the letters of transmittal. Please note that we will not purchase your shares in the tender offer unless the depositary receives the required documents prior to the expiration of the tender offer. If a broker, dealer, commercial bank, trust company or other nominee holds your shares, it is likely they have an earlier deadline for you to act to instruct them to accept the tender offer on your behalf. We urge you to contact your broker, dealer, commercial bank, trust company or other nominee to find out their applicable deadline.

CAN I PARTICIPATE IN THE TENDER OFFER IF I HOLD SHARES THROUGH THE GARTNER SAVINGS AND INVESTMENT PLAN?

If you are a participant in our Savings and Investment Plan, Fidelity will provide you with instructions on how to direct Fidelity to tender shares in the tender offer. See Section 3.

ONCE I HAVE TENDERED SHARES IN THE TENDER OFFER, CAN I WITHDRAW MY TENDER?

You may withdraw any shares you have tendered at any time before the expiration of the tender offer, which will occur at 5:00 p.m., New York City time, on Friday, July 30, 2004, unless we extend the tender offer. You may withdraw any shares held in the Savings and Investment Plan you have tendered according to instructions Fidelity will provide you. If we have not accepted for payment the shares you have tendered to us, you may also withdraw your shares after 12:00 Midnight, New York City time, on Tuesday, August 17, 2004. See Section 4.

HOW DO I WITHDRAW SHARES I PREVIOUSLY TENDERED?

You must deliver, on a timely basis, a written or facsimile notice of your withdrawal to the depositary at the address appearing on the back cover page of this document. Your notice of withdrawal must specify your name, the number and class of shares to be withdrawn and the name of the registered holder of these shares. Some additional requirements apply if the share certificates to be withdrawn have been delivered to the depositary or if your shares have been tendered under the procedure for book-entry transfer set forth in Section 3. Participants in the Savings and Investment Plan who wish to withdraw their shares must follow the instructions to be provided to them by Fidelity. See Section 4.

HOW DO HOLDERS OF VESTED STOCK OPTIONS FOR SHARES OR RESTRICTED STOCK PARTICIPATE IN THE TENDER OFFER?

You may not tender your vested but unexercised options. However, you may exercise such options by paying the applicable exercise price in accordance with the terms of the applicable stock option plans and agreement and tender the shares received upon such exercise in accordance with this tender offer. If you hold restricted stock (i.e., shares that are subject to repurchase by or forfeiture to Gartner upon the termination of your relationship with Gartner), you may tender in the tender offer only that number of shares that

are not subject to Gartner's repurchase right or forfeiture as of the termination of the tender offer.

HAS GARTNER OR ITS BOARD OF DIRECTORS ADOPTED A POSITION ON THE TENDER OFFER?

Our Board of Directors has approved the tender offer. However, neither we nor our Board of Directors nor the dealer manager makes any recommendation to you as to whether you should tender or refrain from tendering your shares or as to the price or prices at which you may choose to tender your shares. You must make your own decision as to whether to tender your shares and, if so, how many shares to tender and the price or prices at which you should tender your shares. In so doing, you should read carefully the information in this offer to purchase and in the letters of transmittal, including our reasons for making the tender offer.

WILL GARTNER'S DIRECTORS, EXECUTIVE OFFICERS OR AFFILIATES TENDER SHARES IN THE TENDER OFFER?

All of our directors, executive officers and affiliates, including VA Partners, L.L.C. and certain of its affiliates, which collectively own approximately 8.2% of our Class A Shares and 18.2% of our Class B Shares and are affiliated with Jeffrey W. Ubben, one of the nominees standing for election as a director at our annual meeting of stockholders scheduled for June 30, 2004, have advised us that they do not intend to tender any shares in the tender offer. However, Silver Lake has agreed to sell Class A Shares to us following the successful completion of the tender offer, as described in the following paragraph.

On June 17, 2004, we entered into the Silver Lake Stock Purchase Agreement with Silver Lake, which owns approximately 44.9% of our Class A Shares and is affiliated with Directors Glenn H. Hutchins and David J. Roux, under which we agreed to purchase from Silver Lake 9,196,065 Class A Shares, subject to adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake): (a) if the number of Class A Shares sought in the tender offer is increased or decreased, then the number of Class A Shares purchased from Silver Lake will be proportionally increased or decreased, respectively, and (b) if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer.

This purchase will be at the same price per Class A Share as is paid in the tender offer, and will occur on the eleventh business day following the date that the funds are made available by Gartner to the depositary for the settlement of Class A Shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Upon the closing of this purchase, Silver Lake's percentage ownership interest in our outstanding Class A Shares will be approximately equal to or below its current level. In addition, because Silver Lake will not be participating in the tender offer, Silver Lake will not be making a bid in the tender offer that could influence the determination of the purchase price for the Class A Shares. Silver Lake is prohibited

under the Silver Lake Stock Purchase Agreement from selling Class A Shares or purchasing Class A Shares or Class B Shares during the tender offer and until eleven business days following the tender offer, unless the tender offer is terminated other than pursuant to the consummation thereof. Pursuant to the terms of the Silver Lake Stock Purchase Agreement, Silver Lake's consent is required for certain amendments to the terms of the tender offer. See Section 11.

IF I DECIDE NOT TO TENDER, HOW WILL THE TENDER OFFER AFFECT MY SHARES?

Stockholders who choose not to tender will own a greater percentage interest in us following the consummation of the tender offer. However, our book value per share is expected to decrease as a result of the tender offer, the purchase of shares from Silver Lake and the borrowings intended to be undertaken in connection with them. See Section 10.

WHAT IS THE RECENT MARKET PRICE FOR THE SHARES?

On June 17, 2004, the last day before we publicly announced the tender offer, the reported closing price on the NYSE was \$12.19 per share for the Class A Shares and \$11.95 per share for the Class B Shares. We urge you to obtain current market quotations for the applicable class of shares. See Section 8.

WHEN WILL GARTNER PAY FOR THE SHARES I TENDER?

We will pay the applicable purchase price, net to you in cash, without interest, for the shares we purchase as promptly as practicable after the expiration of the tender offer and the acceptance of the shares for payment. See Section 5.

WILL I HAVE TO PAY BROKERAGE COMMISSIONS IF I TENDER MY SHARES?

If you are a registered stockholder or hold your shares through the Savings and Investment Plan and you tender your shares directly to the depository, you will not incur any brokerage commissions. If you hold shares through a broker or bank, we urge you to consult your broker or bank to determine whether transaction costs are applicable. See Section 3.

WHAT ARE THE U.S. FEDERAL INCOME TAX CONSEQUENCES IF I TENDER MY SHARES?

Generally, you will be subject to U.S. federal income taxation when you receive cash from us in exchange for the shares you tender. In general, the receipt of cash for your tendered shares should be treated as a sale or exchange of your stock giving rise to capital gain or loss. See Section 14.

WILL I HAVE TO PAY ANY STOCK TRANSFER TAX IF I TENDER MY SHARES?

If you instruct the depository in the applicable letter of transmittal to make the payment for the shares to the registered holder, you will not incur any stock transfer tax. See Section 5.

TO WHOM SHOULD I TALK IF I HAVE QUESTIONS?

The information agent and the dealer manager can help answer your questions. The information agent is Georgeson Shareholder Communications, Inc., and the dealer manager is Goldman, Sachs & Co. Their contact information is set forth on the back cover page of this document. Participants in the Savings and Investment Plan who have questions relating to the plan should contact Fidelity.



## FORWARD-LOOKING STATEMENTS

This offer to purchase (including any documents incorporated by reference) contains or incorporates by reference not only historical information, but also forward-looking statements. In addition, we or others on our behalf may make forward-looking statements from time to time in oral presentations, including telephone conferences and/or web casts open to the public, in press releases or reports, on our Internet web site or otherwise. Statements that are not historical are forward-looking and reflect expectations and assumptions. We try to identify forward-looking statements in this offer to purchase and elsewhere by using words such as "expect," "looking ahead," "anticipate," "estimate," "believe," "should," "intend," and similar expressions. Our forward-looking statements generally relate to our future performance, including our anticipated operating results and liquidity requirements, our business strategies and goals, and the effect of laws, rules and regulations and outstanding litigation on our business.

Forward-looking statements involve risks and uncertainties. These uncertainties include factors that affect all businesses operating in a global market as well as matters specific to Gartner. The following are some of the factors known to us that could cause our actual results to differ materially from what we have anticipated in our forward-looking statements:

- Any material decline in renewal rates of our subscription-based research products and services.
- Any material decline in our ability to replace consulting arrangements, which are typically project-based and non-recurring.
- Our ability to select and hire a successor to Michael D. Fleisher, our current Chairman and Chief Executive Officer, who on April 29, 2004 announced his intention to leave Gartner. While Mr. Fleisher has agreed to stay on until October 31, 2004 if requested by the Board of Directors, the Board has engaged the services of a search firm and has been actively interviewing candidates for the position with the objective of naming a new Chief Executive Officer prior to October 31, 2004.
- Whether our recent reorganization and restructuring of our business, in which, among other things, we filled a number of key management positions by the promotion of current employees and the hiring of new employees and restructured our workforce in order to streamline operations, will lead to the results we expect.
- Our ability to service the approximately \$225.0 million of debt we expect to incur in connection with this tender offer, any debt we draw down under our existing \$200.0 million senior revolving credit facility (which expires in July 2004) and any other debt we incur, and the restrictions the agreements related to such debt impose upon us.
- A general economic downturn or recession anywhere in the world.
- Acts of terrorism, acts of war and other unforeseen events.
- Increased competition.
- Our ability to retain our key personnel or hire and train additional qualified personnel as required to support the evolving needs of clients or growth in our business.
- Our ability to continue to provide credible and reliable information that is useful to our clients and to improve our electronic delivery capabilities.
- Our ability to enhance and improve our products and services and to achieve successful client acceptance of new products and services.
- Risks inherent in international business activities, including general political and economic conditions in each country, changes in market demand as a result of exchange rate fluctuations and tariffs and other trade barriers, challenges in staffing and managing foreign operations, changes in regulatory requirements, compliance with numerous foreign laws and regulations, different or overlapping tax structures, higher levels of United States taxation on foreign income, and the difficulty of enforcing

client agreements, collecting accounts receivable and protecting intellectual property rights in international jurisdictions.

- Our ability to effectively promote and maintain the Gartner brand.
- Risks involved in our past and potential future acquisitions of and investments in other businesses, including the possibility of paying more than the value we derive from the acquisition, dilution of the interests of our current stockholders or decreased working capital, increased indebtedness, the assumption of undisclosed liabilities and unknown and unforeseen risks, the ability to integrate successfully the operations and personnel of the acquired business, the ability to retain key personnel of the acquired company, the time to train the sales force to market and sell the products of the acquired company and the potential disruption of our ongoing business and the distraction of management from our business.
- Our ability to protect our intellectual property against unauthorized third-party copying or use.
- The assertion by a third party of a claim of infringement against us.
- The influence over matters requiring stockholder approval that Silver Lake, which owns approximately 44.9% of our outstanding Class A Shares and approximately 35.4% of our total outstanding shares of Common Stock as of June 15, 2004, may exercise, including the election of directors and the approval of mergers, consolidations and sales of our assets. Upon the closing of the tender offer and the purchase of Class A Shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement, Silver Lake's percentage ownership interest in our outstanding Class A Shares will be approximately equal to or below its current level.
- Provisions of our certificate of incorporation and bylaws, Delaware law and our Amended and Restated Stockholder Rights Plan, as amended, that could delay or prevent a change of control or change in management that might provide stockholders with a premium to the market price of their shares.

We wish to caution you not to place undue reliance on any forward-looking statement which speaks only as of the date made and to recognize that forward-looking statements are predictions of future results, which may not occur as anticipated. Actual results could differ materially from those anticipated in the forward-looking statements and from historical results, due to the risks and uncertainties described above, as well as others that we may consider immaterial or do not anticipate at this time. The foregoing risks and uncertainties are not exclusive and further information concerning Gartner and our businesses, including factors that potentially could materially affect our financial results or condition, may emerge from time to time. We assume no obligation to update forward-looking statements to reflect actual results or changes in factors or assumptions affecting such forward-looking statements. We advise you, however, to consult any further disclosures we make on related subjects in our annual report on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K that we file with or furnish to the Securities and Exchange Commission.

## INTRODUCTION

To the Holders of our Class A and Class B Common Stock:

We invite our stockholders to tender shares of our Common Stock, Class A, \$0.0005 par value per share (the "Class A Shares"), and shares of our Common Stock, Class B, \$0.0005 par value per share (the "Class B Shares," and together with the Class A Shares, the "shares"), together, in each case, with the associated preferred stock purchase rights, for purchase by us. Upon the terms and subject to the conditions set forth in this offer to purchase and in the letters of transmittal, we are offering to purchase up to 11,298,630 Class A Shares and up to 5,505,305 Class B Shares in each case at a price not greater than \$13.50 nor less than \$12.50 per share, net to the seller in cash, without interest. We will not pay any additional consideration for the preferred stock purchase rights.

The tender offer will expire at 5:00 p.m., New York City time, on Friday, July 30, 2004, unless extended (such date and time, as the same may be extended, the "expiration date"). We may, in our sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, extend the period of time in which the tender offer will remain open for either or both classes of our shares.

We will select the lowest purchase price per Class A Share that will allow us to purchase 11,298,630 Class A Shares and the lowest purchase price per Class B Share that will allow us to purchase 5,505,305 Class B Shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn. We will acquire all Class A Shares that we purchase in the tender offer at the same purchase price regardless of whether any stockholder tendered at a lower price, and we will acquire all Class B Shares that we purchase in the tender offer at the same purchase price regardless of whether any stockholder tendered at a lower price. However, because of the "odd lot" priority, proration and conditional tender provisions described in this offer to purchase, we may not purchase all of the shares tendered at or below the purchase price if more than the number of shares we seek are properly tendered. We will return tendered shares that we do not purchase to the tendering stockholders at our expense as promptly as practicable after the expiration of the tender offer. See Section 1.

We reserve the right to purchase more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares in the tender offer, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement and certain limitations and legal requirements. See Section 1 and Section 11.

STOCKHOLDERS MUST COMPLETE THE SECTION OF THE APPLICABLE LETTER OF TRANSMITTAL (BLUE FOR CLASS A SHARES AND GREEN FOR CLASS B SHARES) RELATING TO THE PRICE AT WHICH THEY ARE TENDERING SHARES IN ORDER TO PROPERLY TENDER SHARES.

We will pay the purchase price, net to the tendering stockholders in cash, without interest, for all shares that we purchase. Tendering stockholders whose shares are registered in their own names and who tender directly to Mellon Investor Services LLC, the depository in the tender offer, will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 9 to the letters of transmittal, stock transfer taxes on the purchase of shares by us under the tender offer. If you own your shares through a bank, broker, dealer, trust company or other nominee and that person tenders your shares on your behalf, that person may charge you a fee for doing so. You should consult your bank, broker, dealer, trust company or other nominee to determine whether any charges will apply.

THE TENDER OFFER IS CONDITIONED ON AT LEAST 1,680,394 SHARES BEING TENDERED. THE TENDER OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS, INCLUDING THE RECEIPT OF FINANCING BY US. SEE SECTION 7.

OUR BOARD OF DIRECTORS HAS APPROVED THE TENDER OFFER. HOWEVER, NEITHER WE NOR OUR BOARD OF DIRECTORS NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES OR AS TO THE PURCHASE PRICE OR PURCHASE PRICES AT WHICH YOU MAY CHOOSE TO TENDER YOUR SHARES. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR SHARES AND, IF SO, HOW MANY SHARES TO TENDER AND THE PRICE OR PRICES AT WHICH TO TENDER YOUR SHARES. IN SO

DOING, YOU SHOULD READ CAREFULLY THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTERS OF TRANSMITTAL, INCLUDING OUR REASONS FOR MAKING THE TENDER OFFER. SEE SECTION 2. ALL OF OUR DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES, INCLUDING VA PARTNERS, L.L.C. AND CERTAIN OF ITS AFFILIATES WHICH COLLECTIVELY OWN APPROXIMATELY 8.2% OF OUR CLASS A SHARES AND 18.2% OF OUR CLASS B SHARES AND ARE AFFILIATED WITH JEFFREY W. UBBEN, ONE OF THE NOMINEES STANDING FOR ELECTION AS A DIRECTOR AT OUR ANNUAL MEETING OF STOCKHOLDERS SCHEDULED FOR JUNE 30, 2004, HAVE ADVISED US THAT THEY DO NOT INTEND TO TENDER ANY SHARES IN THE TENDER OFFER. HOWEVER, SILVER LAKE HAS AGREED TO SELL CLASS A SHARES TO US FOLLOWING THE SUCCESSFUL COMPLETION OF THE TENDER OFFER, AS DESCRIBED IN THE FOLLOWING PARAGRAPH.

On June 17, 2004, we entered into the Silver Lake Stock Purchase Agreement with Silver Lake, which owns approximately 44.9% of our Class A Shares and is affiliated with Directors Glenn H. Hutchins and David J. Roux, under which we agreed to purchase from Silver Lake 9,196,065 Class A Shares, subject to adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake): (a) if the number of Class A Shares sought in the tender offer is increased or decreased, then the number of Class A Shares purchased from Silver Lake will be proportionally increased or decreased, respectively, and (b) if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer.

This purchase will be at the same price per Class A Share as is determined and paid in the tender offer, and will occur on the eleventh business day following the date that the funds are made available by Gartner to the depository for the settlement of Class A Shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Silver Lake is prohibited under the Silver Lake Stock Purchase Agreement from selling Class A Shares, or purchasing Class A Shares or Class B Shares during the tender offer and until eleven business days following the tender offer, unless the tender offer is terminated other than pursuant to the consummation thereof. Upon the closing of this purchase, Silver Lake's percentage ownership interest in our outstanding Class A Shares will be approximately equal to or below its current level. In addition, because Silver Lake will not be participating in the tender offer, Silver Lake will not be making a bid in the tender offer that could influence the determination of the purchase price for the Class A Shares.

If, at the expiration date, more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares (or, in each case, such greater number of shares as we may elect to purchase, subject to applicable law) are properly tendered at or below the purchase price and not properly withdrawn, we will buy shares:

- first, from all holders of "odd lots" (holders of less than 100 Class A Shares or Class B Shares) who properly tender all their shares at or below the applicable purchase price selected by us with respect to such shares and do not properly withdraw them before the expiration date; provided, however, that if our repurchase of "odd lots" would result in either class of shares being held of record by less than 300 persons, then we will not give priority to repurchases to holders of "odd lots" of such class and such holders will be treated for purposes of the tender offer as if they were not holders of "odd lots";
- second, on a pro rata basis from all other holders of Class A Shares and/or Class B Shares, as the case may be, who properly tender shares at or below the applicable purchase price selected by us, other than stockholders who tender subject to the condition that Gartner must purchase a specified minimum number of the stockholder's shares if Gartner purchases any shares tendered and for which this condition is not satisfied; and
- third, only if necessary to permit us to purchase 11,298,630 Class A Shares and 5,505,305 Class B Shares (or, in each case, such greater number of shares as we may elect to purchase, subject to applicable law) from holders who have tendered shares at or below the applicable purchase price subject to the condition that a specified minimum number of the holder's shares of the applicable class

be purchased if any of the holder's shares of such class are purchased in the tender offer (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, stockholders whose shares are conditionally tendered must have tendered all of their shares of the applicable class.

We may not purchase all of the shares tendered pursuant to the tender offer even if the shares are tendered at or below the purchase price. See Section 1, Section 5 and Section 6, respectively, for additional information concerning priority, proration and conditional tender procedures.

Section 14 of this offer to purchase describes various United States federal income tax consequences of a sale of shares under the tender offer.

Participants in our Savings and Investment Plan themselves may not tender shares held by the plan, but each participant who has invested in shares through the plan may direct Fidelity (according to instructions to be provided to participants by Fidelity) to tender some or all of such participant's proportional interest in the shares held by the plan. If Fidelity receives no direction from a participant, then Fidelity will not tender shares on such participant's behalf. If Fidelity has not received a participant's instructions at least three days prior to the expiration date of the tender offer, Fidelity may not tender any shares held on behalf of that participant.

Holders of vested but unexercised options to purchase shares may not tender their options. However, they may exercise such options by paying the applicable exercise price in accordance with the terms of the applicable stock plan and related option agreement and tender some or all of the shares issued upon such exercise. Holders of restricted stock (i.e., shares that are subject to repurchase by or forfeiture to Gartner upon the termination of the holder's relationship with Gartner) may tender in the tender offer only that number of shares that are not subject to Gartner's repurchase right or forfeiture as of the termination of the tender offer.

As of June 15, 2004, we had issued and outstanding 104,677,020 Class A Shares and 28,118,443 Class B Shares. The 11,298,630 Class A Shares subject to the tender offer represent approximately 10.8% of our outstanding Class A Shares as of June 15, 2004, and together with the Class A Shares to be purchased from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement (assuming 9,196,065 shares will be purchased from Silver Lake under that agreement), represent approximately 19.6% of our outstanding Class A Shares as of June 15, 2004. The 5,505,305 Class B Shares subject to the tender offer represent approximately 19.6% of our outstanding Class B Shares as of June 15, 2004. Our Class A Shares and Class B Shares trade on the NYSE under the symbols IT and ITB, respectively. See Section 8. We urge stockholders to obtain current market quotations for the shares.

#### THE TENDER OFFER

##### 1. NUMBER OF SHARES; PRORATION.

General. Upon the terms and subject to the conditions of the tender offer, Gartner will purchase 11,298,630 Class A Shares and 5,505,305 Class B Shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn in accordance with Section 4, before the scheduled expiration date of the tender offer, in each case at a price (determined separately for each class in the manner set forth below) not greater than \$13.50 nor less than \$12.50 per share, net to the seller in cash, without interest.

The term "expiration date" means 5:00 p.m., New York City time, on Friday, July 30, 2004, unless and until Gartner, in its sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, shall have extended the period of time during which the tender offer will remain open, in which event the term "expiration date" shall refer to the latest time and date at which the tender offer, as so extended by Gartner, shall expire. See Section 15 for a description of Gartner's right to extend, delay, terminate or amend the tender offer. In accordance with the rules of the Securities and Exchange Commission, Gartner may, and Gartner expressly reserves the right to, purchase under the tender offer an additional number of shares up to 2% of the outstanding shares of each class without amending or extending the tender offer. See Section 15. In the event of an over-subscription of the tender offer for the Class A Shares

or Class B Shares as described below, shares tendered at or below the purchase price for the applicable class will be subject to proration, except for odd lots where our repurchase of odd lots would not result in either class of shares being held of record by less than 300 persons. The proration period and, except as described herein, withdrawal rights, expire on the expiration date.

If we

- increase the price to be paid for the Class A Shares or Class B Shares above \$13.50 per share or decrease the price to be paid for the Class A Shares or Class B Shares below \$12.50 per share,
- increase the number of shares of either class being sought in the tender offer and this increase in the number of shares sought exceeds 2% of the outstanding shares of that class, or
- decrease the number of shares of either class being sought, and

the tender 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 we first publish, send or give notice, in the manner specified in Section 15, of any such increase or decrease, we will extend the tender offer for that class of shares until the expiration of ten business days from the date that we first publish notice of any such increase or decrease. For the purposes of the tender offer, a "business day" means any day other than a Saturday, Sunday or U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 Midnight, New York City time.

Our purchase of Class A Shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement will occur on the eleventh business day following the date that funds are made available by Gartner to the depository for the settlement of Class A Shares tendered and accepted in the tender offer.

PURSUANT TO THE TERMS OF THE SILVER LAKE STOCK PURCHASE AGREEMENT, SILVER LAKE'S CONSENT IS REQUIRED FOR CERTAIN AMENDMENTS TO THE TERMS OF THE TENDER OFFER. SEE SECTION 11. THE TENDER OFFER IS CONDITIONED ON AT LEAST 1,680,394 SHARES BEING TENDERED. THE TENDER OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS, INCLUDING THE RECEIPT OF FINANCING BY US. SEE SECTION 7.

In accordance with Instruction 5 of the letters of transmittal, stockholders desiring to tender shares must specify the price or prices, not greater than \$13.50 nor less than \$12.50 per share, at which they are willing to sell their shares to Gartner under the tender offer. Alternatively, stockholders desiring to tender shares can choose not to specify a price and, instead, specify that they will sell their shares at the purchase price that Gartner ultimately pays for shares of the applicable class properly tendered and not properly withdrawn in the tender offer, which could result in the tendering stockholder receiving a price per share as low as \$12.50 or as high as \$13.50. If tendering stockholders wish to maximize the chance that Gartner will purchase their shares, they should check the box in the section of the applicable letter of transmittal captioned "Shares Tendered at Price Determined Pursuant to the Tender Offer." Note that this election could result in the tendered shares being purchased at the minimum price of \$12.50 per share.

CLASS A SHARES AND CLASS B SHARES HAVE SEPARATE LETTERS OF TRANSMITTAL PRINTED ON DIFFERENT COLORS OF PAPER (BLUE FOR CLASS A SHARES AND GREEN FOR CLASS B SHARES). TO TENDER SHARES PROPERLY, STOCKHOLDERS MUST SPECIFY ONE AND ONLY ONE PRICE BOX IN THE APPROPRIATE SECTION IN EACH LETTER OF TRANSMITTAL. IF YOU SPECIFY MORE THAN ONE PRICE OR IF YOU FAIL TO CHECK ANY PRICE AT ALL YOU WILL NOT HAVE VALIDLY TENDERED YOUR SHARES. SEE SECTION 3.

As promptly as practicable following the expiration date, Gartner will, in its sole discretion, determine the purchase price within the applicable price range that it will pay for Class A Shares and the purchase price within the applicable price range that it will pay for Class B Shares properly tendered and not properly withdrawn, taking into account in each case the number of shares tendered and the prices specified by tendering stockholders. The Class A Share purchase price will be the lowest price at which, based on the number of Class A Shares tendered and the prices specified by the tendering stockholders, Gartner can purchase 11,298,630 Class A Shares, and the Class B Share purchase price will be the lowest price at which, based on the number of Class B Shares tendered and the prices specified by the tendering stockholders, Gartner can purchase 5,505,305 Class B Shares (or, in each case, such fewer number of shares as are properly

tendered within the applicable price range and not properly withdrawn prior to the expiration date). In each case, the purchase price will be the net amount payable to the seller in cash, without interest. Gartner will purchase all Class A Shares and Class B Shares properly tendered at or below the applicable purchase price (and not properly withdrawn), all at the applicable purchase price, upon the terms and subject to the conditions of the tender offer, including the odd lot, proration and conditional tender provisions.

Gartner will not purchase shares tendered at prices greater than the applicable purchase price for such shares and shares that it does not accept in the tender offer because of proration provisions or conditional tenders. Gartner will return to the tendering stockholders shares that it does not purchase in the tender offer at Gartner's expense as promptly as practicable after the expiration date. By following the instructions to the letters of transmittal, stockholders can specify one minimum price for a specified portion of their Class A Shares and/or Class B Shares and a different minimum price for other specified Class A Shares and/or Class B Shares, but stockholders must submit a separate letter of transmittal for each class of shares tendered at each price. Stockholders also can specify the order in which Gartner will purchase the specified portions in the event that, as a result of the proration provisions or otherwise, Gartner purchases some but not all of the tendered shares pursuant to the tender offer.

If the number of shares properly tendered at or below the purchase price and not properly withdrawn prior to the expiration date is fewer than or equal to 11,298,630 Class A Shares and/or 5,505,305 Class B Shares, or, in each case, such greater number of shares as Gartner may elect to purchase, subject to applicable law, Gartner will, upon the terms and subject to the conditions of the tender offer, purchase all such shares.

**Priority of Purchases.** Upon the terms and subject to the conditions of the tender offer, if greater than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares, or such greater number of shares as Gartner may elect to purchase, subject to applicable law, have been properly tendered at prices at or below the applicable purchase price and not properly withdrawn prior to the expiration date, Gartner will purchase properly tendered shares on the basis set forth below:

- First, we will purchase all shares tendered by all holders of "odd lots" who:
  - tender all shares of the applicable class owned beneficially or of record at a price at or below the applicable purchase price selected by us with respect to such class of shares (partial tenders will not qualify for this preference); and
  - complete the section entitled "Odd Lots" in the applicable letter of transmittal and, if applicable, in the applicable notice of guaranteed delivery;

provided, however, that if our repurchase of "odd lots" would result in either class of shares being held of record by less than 300 persons, then we will not give priority to repurchases to holders of "odd lots" of such class and such holders will be treated for purposes of the tender offer as if they were not holders of "odd lots".

- Second, subject to the conditional tender provisions described in Section [6], we will purchase all other shares tendered at prices at or below the applicable purchase price selected by us with respect to such shares on a pro rata basis with appropriate adjustments to avoid purchases of fractional shares, as described below.
- Third, only if necessary to permit us to purchase 11,298,630 Class A Shares or 5,505,305 Class B Shares, as applicable, (or, in each case, such greater number of shares as we may elect to purchase, subject to applicable law), shares conditionally tendered (for which the condition was not initially satisfied) at or below the purchase price selected by us, will, to the extent feasible, be selected for purchase by random lot. To be eligible for purchase by random lot, stockholders whose shares are conditionally tendered must have tendered all of their shares of the applicable class.

Gartner may not purchase all of the shares that a stockholder tenders in the tender offer even if they are tendered at prices at or below the applicable purchase price with respect to such shares. It is also possible that Gartner will not purchase any of the shares conditionally tendered even though those shares were tendered at prices at or below the applicable purchase price with respect to such shares.

Odd Lots. For purposes of the tender offer, the term "odd lots" shall mean all shares properly tendered prior to the expiration date at prices at or below the applicable purchase price with respect to such shares and not properly withdrawn by any person, referred to as an "odd lot" holder, who owns beneficially or of record an aggregate of fewer than 100 Class A Shares or 100 Class B Shares and so certifies in the appropriate place on the applicable letter of transmittal and, if applicable, on the applicable notice of guaranteed delivery. To qualify for this preference, an odd lot holder must tender all shares of the applicable class owned beneficially or of record by the odd lot holder in accordance with the procedures described in Section 3. As set forth above, Gartner will accept odd lots for payment before proration, if any, of the purchase of other tendered shares of that class, provided, however, that if our repurchase of odd lots would result in either class of shares being held of record by less than 300 persons, then we will not give priority to repurchases to holders of odd lots of such class and such holders will be treated for purposes of the tender offer as if they were not holders of odd lots. 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 share certificates representing fewer than 100 shares or such class. By accepting the tender offer, an odd lot holder who holds shares in its name and tenders its shares directly to the depositary would not only avoid the payment of brokerage commissions, but also would avoid any applicable odd lot discounts in a sale of the odd lot holder's shares on the NYSE. Any odd lot holder wishing to tender all of its shares of the applicable class pursuant to the tender offer should complete the section entitled "Odd Lots" in the applicable letter of transmittal and, if applicable, in the notice of applicable guaranteed delivery.

Proration. If proration of tendered shares is required, Gartner will determine the proration factor for each class as soon as practicable following the expiration date. Subject to adjustment to avoid the purchase of fractional shares and subject to the provisions governing conditional tenders described in Section 6 of this offer to purchase, proration for each stockholder that tenders shares of a class will be based on the ratio of the total number of shares of that class that we accept for purchase (excluding "odd lots", unless our repurchase of odd lots would result in such class of shares being held of record by less than 300 persons) to the total number of shares of that class properly tendered (and not properly withdrawn) at or below the purchase price by all stockholders (other than "odd lot" holders, unless our repurchase of odd lots would result in such class of shares being held of record by less than 300 persons).

Because of the difficulty in 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 and conditional tender provisions, Gartner does not expect that it will be able to announce the final proration factor with respect to each class or commence payment for any shares purchased under the tender offer until at least 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 this information from their brokers.

As described in Section 14, the number of shares that Gartner will purchase from a stockholder under the tender offer may affect the U.S. federal income tax consequences to that stockholder and, therefore, may be relevant to that stockholder's decision whether or not to tender shares.

We will mail this offer to purchase and the applicable letter of transmittal to record holders of shares and we will furnish this offer to purchase to brokers, dealers, commercial banks and trust companies whose names, or the names of whose nominees, appear on Gartner's stockholder list or, if applicable, that are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of shares.

## 2. PURPOSE OF THE TENDER OFFER.

Our management and Board of Directors have thoroughly evaluated Gartner's operations, financial condition, capital needs, strategy and expectations for the future and believe that the tender offer is a prudent use of our financial resources given our business profile and assets, and that investing in our own shares is an attractive use of capital and an efficient means to provide value to our stockholders. We currently have no debt



and anticipate that we will have adequate cash generating capacity and no immediate need for the cash being used in the tender offer. The tender offer represents the opportunity for us to return cash to stockholders who elect to tender their shares at a premium over the recent trading prices for the shares. Where shares are tendered by the registered owner of those shares directly to the depository, the sale of those shares in the tender offer will permit the seller to avoid the usual transaction costs associated with open market sales. Furthermore, odd lot holders who hold shares registered in their names and tender their shares directly to the depository and whose shares are purchased under the tender offer will avoid not only the payment of brokerage commissions but also any applicable odd lot discounts that might be payable on sales of their shares in NYSE transactions.

Stockholders who do not tender their shares pursuant to the tender offer and stockholders who otherwise retain an equity interest in Gartner as a result of a partial tender of shares, proration or a conditional tender for which the condition is not satisfied will continue to be owners of Gartner and will realize a proportionate increase in their relative equity interest in Gartner and thus in Gartner's future earnings and assets at no additional cost to them, and will bear the attendant risks and rewards associated with owning the equity securities of Gartner, including risks resulting from Gartner's purchase of shares. However, our book value per share is expected to decrease as a result of the tender offer, the purchase of shares from Silver Lake and the borrowings intended to be undertaken in connection with them. We believe the tender offer, if completed, will be accretive to currently projected earnings per share, although there can be no assurance of this.

In addition, on June 17, 2004, we entered into the Silver Lake Stock Purchase Agreement with Silver Lake, which owns approximately 44.9% of our Class A Shares and is affiliated with Directors Glenn H. Hutchins and David J. Roux, under which we agreed to purchase from Silver Lake 9,196,065 Class A Shares, subject to adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake): (a) if the number of Class A Shares sought in the tender offer is increased or decreased, then the number of Class A Shares purchased from Silver Lake will be proportionally increased or decreased, respectively, and (b) if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer.

This purchase will be at the same price per Class A Share as is determined and paid in the tender offer, and will occur on the eleventh business day following the date that the funds are made available by Gartner to the depository for settlement of Class A Shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Silver Lake is prohibited under the Silver Lake Stock Purchase Agreement from selling Class A Shares or purchasing Class A Shares or Class B Shares during the tender offer and until eleven business days following the tender offer, unless the tender offer is terminated other than pursuant to the consummation thereof. Upon the closing of this purchase, Silver Lake's percentage ownership interest in Gartner's outstanding Class A Shares will be approximately equal to or below its current level. Pursuant to the terms of the Silver Lake Stock Purchase Agreement, Silver Lake's consent is required for certain amendments to the terms of the tender offer. See Section 11.

The tender offer and the purchase of Class A Shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement at the same price per Class A Share as is paid in the tender offer also provides stockholders (particularly those who, because of the size of their stockholdings, might not be able to sell their shares without potential disruption to the share price) with an opportunity to obtain liquidity with respect to all or a portion of their shares, without potential disruption to the share price and the usual transaction costs associated with market sales.

After the completion of the tender offer and the purchase of shares from Silver Lake, Gartner expects that its current cash balances, anticipated cash flows from operations and borrowing capacity will be sufficient to meet its capital requirements for normal operations, anticipated capital expenditures, acquisitions and other opportunities for growth that may arise.

NEITHER GARTNER NOR THE GARTNER BOARD OF DIRECTORS MAKES ANY RECOMMENDATION TO ANY STOCKHOLDER AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING ANY SHARES OR AS TO THE PRICE OR PRICES AT WHICH STOCKHOLDERS

MAY CHOOSE TO TENDER THEIR SHARES. GARTNER HAS NOT AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION. STOCKHOLDERS SHOULD CAREFULLY EVALUATE ALL INFORMATION IN THE TENDER OFFER, SHOULD CONSULT THEIR OWN INVESTMENT AND TAX ADVISORS, AND SHOULD MAKE THEIR OWN DECISIONS ABOUT WHETHER TO TENDER SHARES, AND, IF SO, HOW MANY SHARES TO TENDER AND THE PRICE OR PRICES AT WHICH TO TENDER. ALL OF OUR DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES, INCLUDING VA PARTNERS, L.L.C. AND CERTAIN OF ITS AFFILIATES WHICH COLLECTIVELY OWN APPROXIMATELY 8.2% OF OUR CLASS A SHARES AND 18.2% OF OUR CLASS B SHARES AND ARE AFFILIATED WITH JEFFREY W. UBBEN, ONE OF THE NOMINEES STANDING FOR ELECTION AS A DIRECTOR AT OUR ANNUAL MEETING OF STOCKHOLDERS SCHEDULED FOR JUNE 30, 2004, HAVE ADVISED US THAT THEY DO NOT INTEND TO TENDER ANY SHARES IN THE TENDER OFFER. HOWEVER, SILVER LAKE HAS AGREED TO SELL CLASS A SHARES TO US FOLLOWING THE SUCCESSFUL COMPLETION OF THE TENDER OFFER, AS DESCRIBED ABOVE.

The tender offer is consistent with our prior history of repurchasing shares from time to time as a means of increasing stockholder value. On July 17, 2001, our Board of Directors approved the repurchase of up to \$75 million of Class A and Class B Shares. On July 25, 2002, our Board of Directors increased the authorized stock repurchase program to up to \$125 million of our Class A and Class B Shares. On July 24, 2003, our Board of Directors authorized an additional increase of \$75 million in the stock repurchase program bringing the total authorization to \$200 million. On a cumulative basis, as of June 21, 2004, we have purchased 9,283,052 Class A Shares and 4,437,345 Class B Shares at an aggregate cost of \$133.2 million under the stock repurchase program. The average repurchase cost has been approximately \$9.62 per Class A Share and \$9.89 per Class B Share. The Board of Directors has terminated this stock repurchase program in conjunction with the approval of the Tender Offer.

Rule 13e-4 of the Exchange Act prohibits Gartner and its affiliates from purchasing any shares, other than pursuant to the tender offer, until at least ten business days after the expiration date of the tender offer, except pursuant to certain limited exceptions provided in Rule 14e-5 of the Exchange Act. However, pursuant to the Silver Lake Stock Purchase Agreement, we will purchase Class A Shares from Silver Lake on the eleventh business day following the date that the funds are made available by Gartner to the depository for settlement of Class A Shares tendered and accepted in the tender offer. See Section 11.

The shares Gartner acquires pursuant to the tender offer and the Silver Lake Stock Purchase Agreement will become treasury shares and will be available for Gartner to issue without further stockholder action (except as required by applicable law or the rules of the NYSE or any other securities exchange on which the shares may then be listed) for various purposes including, without limitation, acquisitions, raising additional capital and the satisfaction of obligations under existing or future employee benefit or compensation programs or stock plans or compensation programs for directors.

The tender offer will reduce our "public float" (the number of shares owned by non-affiliate stockholders and available for trading in the securities markets). This reduction in our public float may result in lower stock prices and/or reduced liquidity in the trading market for the shares following completion of the tender offer.

The tender offer will increase the proportional holdings of some of our significant stockholders and our directors and executive officers. VA Partners, L.L.C. and certain of its affiliates, which collectively own approximately 8.2% of our Class A Shares and 18.2% of our Class B Shares and are affiliated with Jeffrey W. Ubben, one of the nominees standing for election as a director at our annual meeting of stockholders scheduled for June 30, 2004, have advised us that they do not intend to tender any shares in the tender offer. The holdings of VA Partners, L.L.C. and its affiliates will increase to approximately 10.17% of our Class A Shares and 22.65% of our Class B Shares assuming that the maximum 11,298,630 Class A Shares and 5,505,305 Class B Shares are purchased in the tender offer.

Except as otherwise disclosed in this Offer to Purchase, we currently have no plans, proposals or negotiations underway (other than a plan to combine our Class A Shares and Class B Shares) that relate to or would result in:

- any extraordinary transaction, such as a merger, reorganization or liquidation, involving us or any of our subsidiaries;
- any purchase, sale or transfer of a material amount of our or any of our subsidiaries' assets;

- any material change in our present dividend rate or policy, our indebtedness or our capitalization;
- any change in our present board of directors (except that Jeffrey W. Ubben is a new nominee standing for election as a director at our annual meeting of stockholders scheduled for June 30, 2004 and Dennis Sisco is not standing for re-election to our board at that meeting) or executive management (except that Michael D. Fleisher, our current Chairman and Chief Executive Officer has announced his intention to leave Gartner sometime prior to the end of the year), including but not limited to any plans or proposals to change the number or the term of directors or to fill any existing vacancies on our board or to change any material term of the employment contract of any executive officer;
- any other material change in our corporate structure or business;
- any class of our equity securities ceasing to be authorized to be listed on the NYSE;
- any class of our equity securities becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
- the suspension of our obligation to file reports under Section 15(d) of the Exchange Act;
- the acquisition or disposition by any person of our securities, other than purchases pursuant to outstanding options to purchase shares and outstanding restricted stock equivalent awards granted to certain employees; or
- any changes in our charter, bylaws or other governing instruments or other actions that could impede the acquisition of control of us.

Notwithstanding the foregoing, we reserve the right to change our plans and intentions at any time as we deem appropriate.

### 3. PROCEDURES FOR TENDERING SHARES.

Proper Tender of Shares. For stockholders to properly tender shares under the tender offer:

- the depositary must receive, at the depositary's address set forth on the back cover page of this offer to purchase, share certificates (or confirmation of receipt of such shares under the procedure for book-entry transfer set forth below), together with a properly completed and duly executed applicable letter of transmittal (blue for Class A Shares and green for Class B Shares), including any required signature guarantees, or an "agent's message," and any other documents required by the applicable letter of transmittal, before the tender offer expires, or
- the tendering stockholder must comply with the guaranteed delivery procedure set forth below.

The term "agent's message" means a message transmitted by the book-entry transfer facility to, and received by, the depositary, which states that the book-entry transfer facility has received an express acknowledgment from the participant in the book-entry transfer facility tendering the shares that the participant has received and agrees to be bound by the terms of the applicable letter of transmittal and that Gartner may enforce the agreement against the participant.

If a broker, dealer, commercial bank, trust company or other nominee holds your shares, it is likely they have an earlier deadline for you to act to instruct them to accept the tender offer on your behalf. We urge you to contact your broker, dealer, commercial bank, trust company or other nominee to find out their applicable deadline.

IN ACCORDANCE WITH INSTRUCTION 5 of each letter of transmittal, stockholders desiring to tender shares in the tender offer must properly indicate in the section captioned (1) "Price (in Dollars) Per Share at Which Shares are Being Tendered" on the applicable letter of transmittal the price (in increments of \$0.10) at which stockholders are tendering shares or (2) "Shares Tendered at Price Determined Pursuant to the Tender Offer" in the applicable letter of transmittal that the stockholder will accept the purchase price determined by Gartner in accordance with the terms of the tender offer.

If tendering stockholders wish to maximize the chance that Gartner will purchase their shares, they should check the box in the section of the applicable letter of transmittal captioned "Shares Tendered at Price Determined Pursuant to the Tender Offer." Note that this election could result in Gartner purchasing the tendered shares at the minimum price of \$12.50 per share.

A stockholder who desires to tender shares at more than one price must complete a separate letter of transmittal for each class of shares tendered at each price at which such stockholder tenders shares, provided that a stockholder may not tender the same shares (unless properly withdrawn previously in accordance with Section 4) at more than one price. TO TENDER SHARES PROPERLY, STOCKHOLDERS MUST CHECK ONE AND ONLY ONE PRICE BOX IN THE APPROPRIATE SECTION OF EACH APPLICABLE LETTER OF TRANSMITTAL. IF YOU CHECK MORE THAN ONE BOX OR IF YOU FAIL TO CHECK ANY BOX AT ALL YOU WILL NOT HAVE VALIDLY TENDERED YOUR SHARES.

Odd lot holders who tender all shares must complete the section captioned "Odd Lots" in the applicable letter of transmittal and, if applicable, in the applicable notice of guaranteed delivery, to qualify for the preferential treatment available to odd lot holders as set forth in Section 1.

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

Signature Guarantees. Except as otherwise provided below, all signatures on a letter of transmittal must be guaranteed by a financial institution (including most banks, savings and loans associations and brokerage houses) which is a participant in the Securities Transfer Agents Medallion Program. Signatures on a letter of transmittal need not be guaranteed 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, referred to as the "book-entry transfer facility," whose name appears on a security position listing as the owner of the shares) tendered therewith and the holder has not completed either the box captioned "Special Delivery Instructions" or the box captioned "Special Payment Instructions" in the letter of transmittal; or
- 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. See Instruction 1 of each letter of transmittal.

If a share 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 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 guarantor institution.

Gartner will make payment for shares tendered and accepted for payment under the tender offer only after the depositary timely receives share certificates 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 an agent's message in the case of a book-entry transfer, and any other documents required by the applicable letter of transmittal.

Method of Delivery. The method of delivery of all documents, including share certificates, the applicable letter of transmittal and any other required documents, is at the election and risk of the tendering stockholder. If you choose to deliver required documents by mail, we recommend that you use registered mail with return receipt requested, properly insured.

Book-Entry Delivery. The depositary will establish an account with respect to the shares for purposes of the tender 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

participants in the book-entry transfer facility may effect delivery of shares through a book-entry transfer into the depository's account at the book-entry transfer facility, either

- a properly completed and duly executed letter of transmittal for the applicable class of shares, including any required signature guarantees, or an agent's message, and any other required documents must, in any case, be transmitted to and received by the depository at its address set forth on the back cover page of this offer to purchase before the expiration date, or
- the guaranteed delivery procedure described below must be followed.

Delivery of the applicable letter of transmittal and any other required documents to the book-entry transfer facility does not constitute delivery to the depository.

**Federal Backup Withholding Tax.** Under the federal income tax backup withholding rules, 28% of the gross proceeds payable to a stockholder or other payee pursuant to the tender offer must be withheld and remitted to the United States Treasury, unless the stockholder or other payee provides his or her taxpayer identification number (employer identification number or social security number) to the depository and certifies that such number is correct or an exemption otherwise applies under applicable regulations. Therefore, unless such an exemption exists and is proven in a manner satisfactory to the depository, each tendering stockholder should complete and sign the Substitute Form W-9 included as part of each letter of transmittal so as to provide the information and certification necessary to avoid backup withholding. Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that stockholder must submit a statement on Form W-8BEN (or other appropriate Form W-8), signed under penalties of perjury, attesting to that individual's exempt status. Tendering stockholders can obtain the appropriate Form W-8 from the depository. See Instruction 12 of each letter of transmittal.

ANY TENDERING STOCKHOLDER OR OTHER PAYEE WHO FAILS TO COMPLETE FULLY AND SIGN THE SUBSTITUTE FORM W-9 INCLUDED IN EACH LETTER OF TRANSMITTAL (OR THE APPROPRIATE FORM W-8) MAY BE SUBJECT TO REQUIRED FEDERAL INCOME TAX BACKUP WITHHOLDING OF 28% OF THE GROSS PROCEEDS PAID TO SUCH STOCKHOLDER OR OTHER PAYEE PURSUANT TO THE TENDER OFFER.

Gross proceeds payable pursuant to the tender offer to a foreign stockholder or his or her agent will be subject to withholding of federal income tax at a rate of 30%, unless we determine that a reduced rate of withholding is applicable 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. For this purpose, a foreign stockholder is any stockholder that is not

- a citizen or resident of the United States,
- a corporation, partnership or other entity created or organized in or under the laws of the United States,
- a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to make all substantial decisions, or
- an estate the income of which is subject to United States federal income taxation regardless of its source.

A foreign stockholder may be eligible to file for a refund of such tax or a portion of such tax if such stockholder meets the "complete redemption," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described in Section 14 or if such stockholder is entitled to a reduced rate of withholding pursuant to a tax treaty and Gartner withheld at a higher rate. In order to obtain a reduced rate of withholding under a tax treaty, a foreign stockholder must deliver to the depository before the payment a properly completed and executed statement claiming such an exemption or reduction on Form W-8BEN (or other appropriate Form W-8). Tendering stockholders can obtain the appropriate Form W-8 from the depository. In order to claim an exemption from withholding on the grounds that gross proceeds paid pursuant to the tender offer are effectively connected with the conduct of a trade or business within the United States, a foreign stockholder must deliver to the depository a properly executed statement claiming such exemption on Form

W-8ECI. Tendering stockholders can obtain such form from the depository. See Instruction [12] of each letter of transmittal. We urge foreign stockholders to consult their own tax advisors regarding the application of federal income tax withholding, including eligibility for a withholding tax reduction or exemption and the refund procedure.

For a discussion of United States federal income tax consequences to tendering stockholders, see Section 14.

**Guaranteed Delivery.** If a stockholder desires to tender shares under the tender offer and the stockholder's share certificates are not immediately available or the stockholder cannot deliver the share certificates to the depository before the expiration date, or the stockholder cannot complete the procedure for book-entry transfer on a timely basis, or if time will not permit all required documents to reach the depository before the expiration date, the stockholder may nevertheless tender the shares, provided that the stockholder satisfies all of the following conditions:

- the stockholder makes the tender by or through an eligible guarantor institution;
- the depository receives by hand, mail, overnight courier or facsimile transmission, before the expiration date, a properly completed and duly executed notice of guaranteed delivery for the applicable class of shares in the form Gartner has provided, specifying the price at which the stockholder is tendering shares, including (where required) a signature guarantee by an eligible guarantor institution in the form set forth in such notice of guaranteed delivery; and
- the depository receives the share certificates, in proper form for transfer, or confirmation of book-entry transfer of the shares into the depository's account at the book-entry transfer facility, together with a properly completed and duly executed letter of transmittal for the applicable shares, or a manually signed facsimile thereof, and including any required signature guarantees, or an agent's message, and any other documents required by the applicable letter of transmittal, within three NYSE trading days after the date of receipt by the depository of the notice of guaranteed delivery.

**Employee Plans.** Participants in our Savings and Investment Plan themselves may not tender shares held by the plan, but each participant who has invested in shares through the plan may direct Fidelity (according to instructions to be provided to participants by Fidelity) to tender some or all of such participant's proportional interest in the shares held by the plan. If Fidelity receives no direction from a participant, then Fidelity will not tender shares on such participant's behalf. DELIVERY OF A LETTER OF TRANSMITTAL BY A PARTICIPANT WITH RESPECT TO ANY PLAN SHARES DOES NOT CONSTITUTE PROPER TENDER OF SUCH SHARES. ONLY FIDELITY CAN PROPERLY TENDER ANY PLAN SHARES. THE DEADLINE FOR SUBMITTING ELECTION FORMS TO FIDELITY IS EARLIER THAN THE EXPIRATION DATE BECAUSE OF THE NEED TO TABULATE PARTICIPANT INSTRUCTIONS. If a stockholder desires to tender shares owned outside of the plan, as well as plan shares, such stockholder must properly complete and duly execute the applicable letter of transmittal for the shares owned outside the plan and deliver such letter of transmittal directly to the depository, and follow the special instructions separately provided for directing Fidelity to tender plan shares. The direction of a participant to Fidelity to tender shares on the participant's behalf is not an election by the participant to withdraw or have distributed any or all of the participant's account. Upon receipt of proceeds from the tender of shares, Fidelity will credit participants who have directed Fidelity to tender shares with their proportional shares of the proceeds. The proceeds will be invested by Fidelity in accordance with the plan.

Please direct any questions regarding the tender of plan shares to Fidelity in accordance with the procedures described in the separate materials provided to plan participants.

Holders of vested but unexercised options may not tender their options. However, they may exercise such options by paying the applicable purchase price in accordance with the terms of the applicable stock plan and related agreement and tender the shares received upon such exercise in accordance with the tender offer. Holders of restricted stock (i.e., shares that are subject to repurchase by or forfeiture to Gartner upon the termination of the holder's relationship with Gartner) may tender in the tender offer only that number of shares that are not subject to Gartner's repurchase right or forfeiture as of the termination of the tender offer.

Return of Unpurchased Shares. The depositary will return certificates for unpurchased shares as promptly as practicable after the expiration or termination of the tender offer or the proper withdrawal of the shares, as applicable, or, in the case of shares tendered by book-entry transfer at the book-entry transfer facility, the depositary will credit the shares to the appropriate account maintained by the tendering stockholder at the book-entry transfer facility, in each case without expense to the stockholder.

Determination of Validity; Rejection of Shares; Waiver of Defects; No Obligation to Give Notice of Defects. Gartner will determine, in its sole discretion, all questions as to the number of shares that we will accept, the price that we will pay for shares that we accept and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of shares, and our determination will be final and binding on all parties. Gartner 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 Gartner determines may be unlawful. Subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, Gartner also reserves the absolute right to waive any of the conditions of the tender offer or any defect or irregularity in any tender with respect to any particular shares or any particular stockholder, and Gartner's interpretation of the terms of the tender offer will be final and binding on all parties. No tender of shares will be deemed to have been properly made until the stockholder cures, or Gartner waives, all defects or irregularities. None of Gartner, 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 incur any liability for failure to give this notification.

Tendering Stockholder's Representation and Warranty; Gartner's Acceptance Constitutes an Agreement. A tender of shares under any of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the tender offer, as well as the tendering stockholder's representation and warranty to Gartner that:

- the stockholder 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 of the Exchange Act, and
- the 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 or period during which shares are accepted by lot (including any extensions thereof), the person so tendering:

- has a net long position equal to or greater than the amount tendered in
- the shares, or
- securities immediately convertible into, or exchangeable or exercisable for, the shares, and
- will deliver or cause to be delivered the shares in accordance with the terms of the tender offer.

Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. Gartner's acceptance for payment of shares tendered under the tender offer will constitute a binding agreement between the tendering stockholder and Gartner upon the terms and conditions of the tender offer.

Lost or Destroyed Certificates. Stockholders whose share certificate for part or all of their shares has been lost, stolen, misplaced or destroyed may contact Mellon Investor Services LLC, the transfer agent for Gartner shares, at (800) 270-3449 or the applicable address set forth on the back cover of this offer to purchase, for instructions as to obtaining a replacement share certificate. That share certificate will then be required to be submitted together with the applicable letter of transmittal in order to receive payment for shares that are tendered and accepted for payment. The stockholder may have to post a bond to secure against the risk that the share certificate may subsequently emerge. We urge stockholders to contact Mellon Investor Services LLC immediately in order to permit timely processing of this documentation.

STOCKHOLDERS MUST DELIVER SHARE CERTIFICATES, TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL FOR THE APPLICABLE SHARES, INCLUDING ANY SIGNATURE GUARANTEES, OR AN AGENT'S MESSAGE, AND ANY

OTHER REQUIRED DOCUMENTS TO THE DEPOSITARY AND NOT TO GARTNER, THE DEALER MANAGER OR THE INFORMATION AGENT. GARTNER, THE DEALER MANAGER OR THE INFORMATION AGENT WILL NOT FORWARD ANY SUCH DOCUMENTS TO THE DEPOSITARY AND DELIVERY TO GARTNER, THE DEALER MANAGER OR THE INFORMATION AGENT WILL NOT CONSTITUTE A PROPER TENDER OF SHARES.

#### 4. WITHDRAWAL RIGHTS.

Stockholders may withdraw shares tendered under the tender offer at any time prior to the expiration date. Thereafter, such tenders are irrevocable except that they may be withdrawn after 12:00 Midnight, New York City time, on Tuesday, August 17, 2004 unless theretofore accepted for payment as provided in this offer to purchase.

For a withdrawal to be effective, the depositary must timely receive a written or facsimile transmission notice of withdrawal at the depositary's address set forth on the back cover page of this offer to purchase. Stockholders who have submitted multiple letters of transmittal with respect to tenders at different prices and/or tenders of different classes must submit separate notices of withdrawal corresponding to each such letter of transmittal previously submitted in order to properly withdraw their shares. Any such notice of withdrawal must specify the name of the tendering stockholder, the number and class of shares that the stockholder wishes to withdraw and the name of the registered holder of the shares. If the share certificates to be withdrawn have been delivered or otherwise identified to the depositary, then, before the release of the share certificates, the serial numbers shown on the share certificates must be submitted to the depositary and the signature(s) on the notice of withdrawal must be guaranteed by an eligible guarantor institution, unless the shares have been tendered for the account of an eligible guarantor institution.

If a stockholder has tendered shares under the procedure for book-entry transfer set forth in Section 3, 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 the book-entry transfer facility's procedures. Gartner will determine all questions as to the form and validity (including the time of receipt) of any notice of withdrawal, in its sole discretion, and such determination will be final and binding. None of Gartner, 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 notice of withdrawal or incur any liability for failure to give this notification.

A stockholder may not rescind a withdrawal and Gartner will deem any shares that a stockholder properly withdraws not properly tendered for purposes of the tender offer, unless the stockholder properly re-tenders the withdrawn shares before the expiration date by following one of the procedures described in Section 3.

If Gartner extends the tender offer, is delayed in its purchase of shares or is unable to purchase shares under the tender offer for any reason, then, without prejudice to Gartner's rights under the tender offer, the depositary may, subject to applicable law, retain tendered shares on behalf of Gartner, and stockholders may not withdraw these shares except to the extent tendering stockholders are entitled to withdrawal rights as described in this Section 4.

Participants in the Savings and Investment Plan who wish to withdraw their shares must follow the instructions to be provided to them by Fidelity.

#### 5. PURCHASE OF SHARES AND PAYMENT OF PURCHASE PRICE.

Upon the terms and subject to the conditions of the tender offer, as promptly as practicable following the expiration date, Gartner:

- will determine the purchase price it will pay for the Class A Shares properly tendered and not properly withdrawn before the expiration date, taking into account the number of Class A Shares so tendered and the prices specified by tendering stockholders, and will determine the purchase price it will pay for the Class B Shares properly tendered and not properly withdrawn before the expiration date, taking into account the number of Class B Shares so tendered and the prices specified by tendering stockholders, and



- will accept for payment and pay for, and thereby purchase, shares properly tendered at prices at or below the applicable purchase price with respect to such shares and not properly withdrawn prior to the expiration date.

For purposes of the tender offer, Gartner will be deemed to have accepted for payment, and therefore purchased shares, that are properly tendered at or below the applicable purchase price with respect to such shares and are not properly withdrawn, subject to the "odd lot," proration and conditional tender provisions of the tender offer, only when, as and if it gives oral or written notice to the depository of its acceptance of such shares for payment under the tender offer.

Upon the terms and subject to the conditions of the tender offer, as promptly as practicable after the expiration date, Gartner will accept for payment and pay (i) a single per share purchase price not greater than \$13.50 nor less than \$12.50 per share for 11,298,630 Class A Shares and (ii) a single per share purchase price not greater than \$13.50 nor less than \$12.50 per share for 5,505,305 Class B Shares, subject, in each case, to increase or decrease as provided in Section 15, if properly tendered and not properly withdrawn, or such fewer number of shares as are properly tendered and not properly withdrawn.

Gartner will pay for shares that it purchases under the tender offer by depositing the aggregate purchase price for the Class A Shares and Class B Shares with the depository, which will act as agent for tendering stockholders for the purpose of receiving payment from Gartner and transmitting payment to the tendering stockholders.

In the event of proration, Gartner will determine the proration factor with respect to each class, as applicable, and pay for those tendered shares accepted for payment as soon as practicable after the expiration date; however, Gartner does not expect to be able to announce the final results of any proration and commence payment for shares purchased until at least five business days after the expiration date. Shares tendered and not purchased, including all shares tendered at prices greater than the purchase price and shares that Gartner does not accept for purchase due to proration or conditional tenders, 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 therein who so delivered the shares, at Gartner's expense, as promptly as practicable after the expiration date or termination of the tender offer without expense to the tendering stockholders. UNDER NO CIRCUMSTANCES WILL GARTNER PAY INTEREST ON THE PURCHASE PRICE REGARDLESS OF ANY DELAY IN MAKING THE PAYMENT. If certain events occur, Gartner may not be obligated to purchase shares under the tender offer. See Section 7.

Gartner will pay all stock transfer taxes, if any, payable on the transfer to it of shares purchased under the tender offer. If, however,

- payment of the purchase price is to be made to any person other than the registered holder,
- certificate(s) for shares not tendered or tendered but not purchased are to be returned in the name of and to any person other than the registered holder(s) of such shares, 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 9 of each 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 EACH LETTER OF TRANSMITTAL (OR APPROPRIATE FORM W-8) MAY BE SUBJECT TO U.S. FEDERAL INCOME TAX BACKUP WITHHOLDING ON THE GROSS PROCEEDS PAID TO THE STOCKHOLDER OR OTHER PAYEE UNDER THE TENDER OFFER. SEE SECTION 3.

## 6. CONDITIONAL TENDER OF SHARES.

Subject to the limited exception for holders of odd lots, in the event of an over-subscription of the tender offer with respect to the Class A Shares and/or Class B Shares, shares tendered at or below the applicable purchase price with respect to such shares prior to the expiration date will be subject to proration. See Section 1. In order to avoid (in full or in part) possible proration, a stockholder may tender shares subject to the condition that Gartner must purchase a specified minimum number of the stockholder's shares tendered pursuant to a letter of transmittal if Gartner purchases any shares tendered. Any stockholder desiring to make a conditional tender must so indicate in the box entitled "Conditional Tender" in the letters of transmittal and indicate the minimum number of shares that Gartner must purchase if Gartner purchases any shares. We urge each stockholder to consult with his or her own financial or tax advisors.

After the expiration date, if more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares (or, in each case, such greater number of shares as we may elect to purchase, subject to applicable law) are properly tendered and not properly withdrawn, so that we must prorate our acceptance of and payment for either or both classes of such tendered shares, we will calculate a preliminary proration percentage with respect to such shares based upon all of such shares properly tendered, conditionally or unconditionally. If the effect of this preliminary proration would be to reduce the number of shares of a particular class that we purchase from any stockholder below the minimum number specified, the shares of such class conditionally tendered will automatically be regarded as withdrawn (except as provided in the next paragraph). All shares tendered by a stockholder subject to a conditional tender that are withdrawn as a result of proration will be returned at our expense to the tendering stockholder.

After giving effect to these withdrawals, we will accept the remaining shares of each class properly tendered, conditionally or unconditionally, on a pro rata basis with respect to each class, if necessary. If conditional tenders that would otherwise be regarded as withdrawn would cause the total number of Class A Shares that we purchase to fall below 11,298,630 or the total number of Class B Shares that we purchase to fall below 5,505,305 (or, in each case, such greater number of shares as we may elect to purchase, subject to applicable law) then, to the extent feasible, we will select enough of the applicable shares conditionally tendered that would otherwise have been withdrawn to permit us to purchase such number of shares. In selecting among the conditional tenders, we will select by random lot, treating all tenders by a particular taxpayer as a single lot, and will limit our purchase in each case to the designated minimum number of shares to be purchased. To be eligible for purchase by random lot, stockholders whose shares are conditionally tendered must have tendered all of their shares.

## 7. CONDITIONS OF THE TENDER OFFER.

Notwithstanding any other provision of the tender offer, Gartner will not be required to accept for payment, purchase or pay for any shares tendered, and may terminate or amend the tender offer for either or both classes of shares or may postpone the acceptance for payment of, or the purchase of and the payment for shares of either or both classes tendered, subject to Rule 13e-4(f) under the Exchange Act, if, at any time on or after June 22, 2004 and before the payment date (whether any shares have theretofore been accepted for payment), any of the following events shall have occurred (or shall have been reasonably determined by Gartner to have occurred) that, in Gartner's reasonable judgment and regardless of the circumstances giving rise to the event or events (including any action or omission to act by Gartner), make it inadvisable to proceed with the tender offer or with acceptance for payment:

- a minimum of at least 1,680,394 shares (whether Class A, Class B or any combination thereof) have not been validly tendered and not withdrawn prior to the expiration of the tender offer;
- 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
- challenges the making of the tender offer, the acquisition of some or all of the shares under the tender offer, some or all of the shares to be purchased from Silver Lake pursuant to the Silver Lake

Stock Purchase Agreement, or otherwise relates in any manner to the tender offer or such purchase from Silver Lake, or

- in Gartner's reasonable judgment, could materially and adversely affect the business, condition (financial or other), assets, income, operations or prospects of Gartner or any of its subsidiaries, or otherwise materially impair in any way the contemplated future conduct of the business of Gartner or any of its subsidiaries or materially impair the contemplated benefits of the tender offer or the purchase of shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement to Gartner;
- 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 tender offer or Gartner or any of its subsidiaries, by any court or any authority, agency or tribunal that, in Gartner's reasonable judgment, would or might, directly or indirectly,
- make the acceptance for payment of, or payment for, some or all of the shares illegal or otherwise restrict or prohibit completion of the tender offer or the purchase of shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement,
- delay or restrict the ability of Gartner, or render Gartner unable, to accept for payment or pay for some or all of the shares pursuant to the tender offer or the Silver Lake Stock Purchase Agreement,
- materially impair the contemplated benefits of the tender offer or the purchase of shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement to Gartner, or
- materially and adversely affect the business, condition (financial or other), income, operations or prospects of Gartner and its subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of Gartner or any of its subsidiaries;
- there shall have occurred
- any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market in the United States,
- the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States,
- a material change in United States or any other currency exchange rates or a suspension of or limitation on the markets therefor,
- the commencement or escalation of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States or any of its territories, including but not limited to an act of terrorism,
- any limitation (whether or not mandatory) by any governmental, regulatory or administrative agency or authority on, or any event, or any disruption or adverse change in the financial or capital markets generally or the market for loan syndications in particular, that, in Gartner's reasonable judgment, might affect the extension of credit by banks or other lending institutions in the United States,
- any change in the general political, market, economic or financial conditions in the United States or abroad that could, in the reasonable judgment of Gartner, have a material adverse effect on the business, condition (financial or other), assets, income, operations or prospects of Gartner and its subsidiaries, taken as a whole, or otherwise materially impair in any way the contemplated future conduct of the business of Gartner or any of its subsidiaries,
- in the case of any of the foregoing existing at the time of the commencement of the tender offer, a material acceleration or worsening thereof, or

- any decline in the market price of the shares or the Dow Jones Industrial Average or the Standard and Poor's Index of 500 Industrial Companies or the New York Stock Exchange or the Nasdaq Composite Index by a material amount (including, without limitation, an amount greater than 15%) from the close of business on June 17, 2004;
- a tender offer or exchange offer for any or all of the shares (other than this tender offer), or any merger, business combination or other similar transaction with or involving Gartner or any of its subsidiaries or affiliates, shall have been proposed, announced or made by any person;
- any of the following shall have occurred
  - any "group" (as that term is used in Section 13(d)(3) of the Exchange Act), other than a group that has filed a Schedule 13G or a Schedule 13D with the Securities and Exchange Commission before June 22, 2004, shall have been formed that shall own or have acquired or proposed to acquire, or any entity or individual shall have acquired or proposed to acquire, beneficial ownership of more than 5% of the outstanding Class A Shares or Class B Shares,
  - any entity, group or person who has filed a Schedule 13D or Schedule 13G with the Securities and Exchange Commission before June 22, 2004, shall have acquired or proposed to acquire beneficial ownership of an additional 2% or more of the outstanding Class A Shares or Class B Shares (other than pursuant to the tender offer), or
  - 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 made a public announcement reflecting an intent to acquire Gartner or any of its subsidiaries or any of their respective assets or securities;
  - any change or combination of changes shall have occurred or been threatened in the business, condition (financial or other), assets, income, operations, prospects or stock ownership of Gartner or any of its subsidiaries, taken as a whole, that in Gartner's reasonable judgment is or may reasonably be likely to be material and adverse to Gartner or any of its subsidiaries or that otherwise materially impairs in any way the contemplated future conduct of the business of Gartner or any of its subsidiaries;
  - any approval, permit, authorization, favorable review or consent of any governmental entity required to be obtained in connection with the tender offer shall not have been obtained on terms satisfactory to Gartner in its reasonable judgment; or
  - Gartner reasonably determines that the completion of the tender offer and the purchase of the shares pursuant to the tender offer or from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement may
    - cause the Class A Shares and/or Class B Shares to be held of record by fewer than 300 persons in each case, or
    - cause the Class A Shares and/or Class B Shares to be delisted from the NYSE or to be eligible for deregistration under the Exchange Act.
  - Gartner does not obtain prior to the expiration of the tender offer at least \$225,000,000 in additional financing on terms and conditions reasonably acceptable to it pursuant to the Commitment Letter entered into with JPMorgan Chase Bank to provide a senior credit facility as described in Section 9.

The foregoing conditions are for the sole benefit of Gartner and may be asserted by Gartner regardless of the circumstances (including any action or inaction by Gartner) giving rise to any of these conditions, and may be waived by Gartner, in whole or in part, at any time and from time to time, before the payment date, in its sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement. Gartner's failure at any time to exercise any of the foregoing rights shall not be deemed a waiver of any of these rights, and each of these rights shall be deemed an ongoing right that may be asserted at any time and

from time to time. Any determination or judgment by Gartner concerning the events described above will be final and binding on all parties.

8. PRICE RANGE OF SHARES; DIVIDENDS; RIGHTS AGREEMENT.

Our Class A Shares and Class B Shares are listed and trade on the NYSE under the symbols IT and ITB, respectively. The following table sets forth the high and low closing prices for our Class A Shares and Class B Shares as reported on the New York Stock Exchange for the periods indicated.

CLASS A SHARES

	HIGH	LOW	
	----- 2002: Quarter ended March		
31.....	\$13.48	\$11.00	Quarter ended June
30.....	13.45	9.82	Quarter ended September
30.....	9.82	7.75	Quarter ended December
31.....	10.66	4.90	2003: Quarter ended March
31.....	\$ 9.68	\$ 6.76	Quarter ended June
30.....	8.32	6.45	Quarter ended September
30.....	12.60	7.50	Quarter ended December
31.....	13.75	11.12	2004: Quarter ended March
31.....	\$11.93	\$10.70	Quarter ended June 30 (through June 21, 2004)
	13.34	11.50	

CLASS B SHARES

	HIGH	LOW	
	----- 2002: Quarter ended March		
31.....	\$13.20	\$10.86	Quarter ended June
30.....	13.05	9.00	Quarter ended September
30.....	9.84	7.67	Quarter ended December
31.....	10.70	5.20	2003: Quarter ended March
31.....	\$ 9.80	\$ 6.83	Quarter ended June
30.....	8.38	6.85	Quarter ended September
30.....	12.30	7.48	Quarter ended December
31.....	12.99	10.70	2004: Quarter ended March
31.....	\$11.85	\$10.54	Quarter ended June 30 (through June 21, 2004)
	13.03	11.33	

While subject to periodic review, the current policy of our Board of Directors is to from time to time return capital to our stockholders through share repurchases such as the tender offer or other repurchases and, otherwise, to retain earnings to provide funds for continued growth.

On June 21, 2004, the last day before we commenced the tender offer, the reported closing price on the NYSE was \$13.02 per share for the Class A Shares and \$12.78 per share for the Class B Shares. On June 17, 2004, the last day before we publicly announced the tender offer, the reported closing price on the NYSE was

\$12.19 per share for the Class A Shares and \$11.95 per share for the Class B Shares. WE URGE STOCKHOLDERS TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

#### RIGHTS AGREEMENT

Gartner entered into an Amended and Restated Stockholder Rights Plan, dated as of August 31, 2002, with Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank) as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003 (collectively, the "Rights Agreement").

In connection with the Rights Agreement, our Board of Directors declared a dividend of one Class A Preferred Share Purchase Right (a "Class A Right") to purchase one one-thousandth of a share of Gartner's Series A Junior Participating Preferred Stock ("Series A Junior Preferred") for each outstanding Class A Share and one Class B Preferred Share Purchase Right (a "Class B Right") to purchase one one-thousandth of a share of Gartner's Series B Junior Participating Preferred Stock ("Series B Junior Preferred") for each outstanding Class B Share (collectively, the "Rights"). The record date for the dividend was as of the close of business on February 25, 2000. Each Class A Right entitles the registered holder to purchase from Gartner one one-thousandth of a share of Series A Junior Preferred at an exercise price of ninety dollars (\$90.00) (the "Purchase Class A Price"), and each Class B Right entitles the registered holder to purchase from Gartner one one-thousandth of a share of Series B Junior Preferred at an exercise price of ninety dollars (\$90.00) (the "Purchase Class B Price"), subject in each case to adjustment.

Rights Evidenced by Class A Share and Class B Share Certificates. The Rights are not exercisable until the Distribution Date (defined below). Separate Certificates for the Rights ("Rights Certificates") will not be sent to stockholders until the Distribution Date. Until the Distribution Date, the Class A Rights and Class B Rights attach to and trade together with the Class A Shares and Class B Shares, respectively. Accordingly, Class A Share and Class B Share certificates outstanding on the Record Date evidence the Rights related thereto, and Class A Share and Class B Share certificates issued after the Record Date contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender or transfer of any certificates for Class A Shares or Class B Shares outstanding as of the Record Date will also constitute the transfer of the Rights associated with the Class A Shares or Class B Shares represented by such certificate.

Distribution Date. The Rights will separate from the Class A Shares or Class B Shares, Rights Certificates will be issued and the Rights will become exercisable upon the earlier of: (a) 10 days following a public announcement that a person or group of affiliated or associated persons (an "Acquiring Person") has acquired, or obtained the right to acquire, beneficial ownership of (i) 20% or more of the outstanding Class A Shares, or (ii) 20% of more of the outstanding Class B Shares, or (iii) 20% of the aggregate of the Class A Shares and the Class B Shares (each, a "Threshold Amount") or (b) 10 business days following the commencement of, or announcement of a tender offer or exchange offer the consummation of which would result in the beneficial ownership by a person or group of a Threshold Amount. The earliest of such dates is referred to as the "Distribution Date." Any increase in the holdings of VA Partners, L.L.C. as a result of this tender offer will not trigger the events described in this paragraph.

Exclusion of Certain Investors. The Rights Agreement provides that, in certain circumstances, the acquisition or ownership of a Threshold Amount by an "Excepted Person" will not result in the Rights becoming exercisable. In general terms, a person will be an Excepted Person if they own as passive investors 20% or more of the Class A Shares or Class B Shares at the time the Rights Agreement is entered into. A person will continue to be an Excepted Person after such date so long as the person continues to be a passive investor in Gartner, does not increase his ownership of the applicable class of shares by more than 1% and does not reduce his ownership of such shares below 19% of such class.

Issuance of Rights Certificates; Expiration of Rights. As soon as practicable following the Distribution Date, separate Rights Certificates will be mailed to holders of record of the shares as of the close of business on the Distribution Date and such separate Rights Certificates alone will evidence the Rights from and after the Distribution Date. All Class A Shares and Class B Shares issued prior to the Distribution Date will be

issued with Rights. The Rights will expire on the earliest of (i) February 25, 2010 (the "Final Expiration Date") or (ii) redemption or exchange of the Rights as described below.

**Initial Exercise of the Right.** Following the Distribution Date, and until one of the further events described below, holders of the Rights will be entitled to receive, upon exercise and the payment of the Class A Purchase Price or the Class B Purchase Price, as the case may be, one one-thousandth of a share of the Series A Junior Preferred (in the case of a Class A Right) or one one-thousandth of a share of the Series B Junior Preferred (in the case of a Class B Right). In the event that Gartner does not have sufficient Series A Junior Preferred or Series B Junior Preferred available for all Rights to be exercised, or the Board decides that such action is necessary and not contrary to the interests of Rights holders, we may instead substitute cash, assets or other securities for the Series A Junior Preferred and the Series B Junior Preferred for which the Rights would have been exercisable under this provision or as described below.

**Right to Buy Class A Shares or Class B Shares.** Unless the Rights have been redeemed, in the event that an Acquiring Person becomes the beneficial owner of a Threshold Amount, then each holder of a Right which has not been exercised (other than Rights beneficially owned by the Acquiring Person, which will thereafter be void) will have the right to receive, upon exercise, Class A Shares (in the case of Class A Rights) or Class B Shares (in the case of Class B Rights) having a value equal to two times the Class A Purchase Price or Class B Purchase Price, respectively. Rights are not exercisable following the occurrence of an event as described above until such time as the Rights are no longer redeemable by Gartner as set forth below.

**Right to Buy Acquiring Company Stock.** Similarly, unless the Rights are redeemed, if, after an Acquiring Person becomes the beneficial owner of a Threshold Amount, (i) Gartner is acquired in a merger or other business combination transaction, or (ii) 50% or more of Gartner's consolidated assets or earning power are sold, proper provision must be made so that each holder of a Right which has not been exercised (other than Rights beneficially owned by the Acquiring Person, which will thereafter be void) will have the right to receive, upon exercise, shares of common stock of the acquiring company having a value equal to two times the Class A Purchase Price or the Class B Purchase Price, as the case may be.

**Exchange Provision.** At any time after the acquisition by an Acquiring Person of a Threshold Amount and prior to the acquisition by such Acquiring Person of 50% or more of Gartner's outstanding Class A Shares or Class B Shares, the Board of Directors of Gartner may exchange the Class A Rights and the Class B Rights (other than Rights owned by the Acquiring Person), in whole or in part, at an exchange ratio of one Class A Share per Class A Right and one Class B Share per Class B Right.

**Redemption.** At any time on or prior to the close of business on the earlier of (i) the Distribution Date, or (ii) the Final Expiration Date of the Rights, Gartner may, at its option and with the approval of the Board of Directors, redeem the Rights in whole, but not in part, at a price of \$0.001 per Right.

**Adjustments to Prevent Dilution.** The Class A Purchase Price and the Class B Purchase Price payable, the number of Class A Rights and Class B Rights, and the number of Series A Junior Preferred and Series B Junior Preferred or Class A Shares or Class B Shares or other securities or property issuable upon exercise of the Rights are subject to adjustment from time to time in connection with the dilutive issuances by Gartner as set forth in the Rights Agreement. With certain exceptions, no adjustment in the Class A Purchase Price or Class B Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price.

**Cash Paid Instead of Issuing Fractional Shares.** No fractional portion less than integral multiples of one Class A Share or Class B Share will be issued upon exercise of a Right and in lieu thereof, an adjustment in cash will be made based on the market price of the Class A Shares (in the case of a Class A Right) or the Class B Shares (in the case of a Class B Right) on the last trading date prior to the date of exercise.

**No Stockholders' Rights Prior to Exercise.** Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of Gartner (other than any rights resulting from such holder's ownership of Class A Shares or Class B Shares), including, without limitation, the right to vote or to receive dividends.

Amendment of Rights Agreement. The terms of the Rights and the Rights Agreement may be amended in any respect without the consent of the Rights holders on or prior to the Distribution Date; thereafter, the terms of the Rights and the Rights Agreement may be amended without the consent of the Rights holders in order to cure any ambiguities or to make changes which do not adversely affect the interests of Rights holders (other than an Acquiring Person).

Rights and Preferences of the Series A Junior Preferred and the Series B Junior Preferred. Each one one-thousandth of a share of Series A Junior Preferred and each one one-thousandth of a share of Series B Junior Preferred has rights and preferences substantially equivalent to those of one Class A Share and one Class B Share, respectively.

Certain Anti-takeover Effects. The Rights approved by our Board are designed to protect and maximize the value of the outstanding equity interests in Gartner in the event of an unsolicited attempt by an acquirer to take over Gartner, in a manner or on terms not approved by the Board of Directors. Takeover attempts frequently include coercive tactics to deprive a corporation's Board of Directors and stockholders of a full opportunity to evaluate an offer in light of long-term prospects. The Rights have been declared by the Board in order to deter such tactics, including a gradual accumulation of shares in the open market of a Threshold Amount or greater position to be followed by a merger or a partial or two-tier tender offer that does not treat all stockholders equally. These tactics unfairly pressure stockholders, squeeze them out of their investment without giving them any real choice and deprive them of the full value of their shares.

The Rights are not intended to prevent a takeover of Gartner and will not do so. Since, subject to the restrictions described above, Gartner may redeem the Rights prior to the Distribution Date, the Rights should not interfere with any merger or business combination approved by our Board of Directors.

Issuance of the Rights does not weaken the financial strength of Gartner or interfere with its business plans. The issuance of the Rights themselves has no dilutive effect, will not affect reported earnings per share, should not be taxable to Gartner or to its stockholders, and will not change the way in which Gartner's shares are presently traded. Gartner's Board of Directors believes that the Rights represent a sound and reasonable means of addressing the complex issues of corporate policy created by the current takeover environment.

The Rights may have the effect of rendering more difficult or discouraging an acquisition of Gartner deemed undesirable by the Board of Directors. The Rights may cause substantial dilution to a person or group that attempts to acquire Gartner on terms or in a manner not approved by Gartner's Board of Directors, except pursuant to an offer conditioned upon the negotiation, purchase or redemption of the Rights.

The foregoing description of the Rights Agreement is qualified in its entirety by reference to the following documents:

- Amended and Restated Rights Agreement, dated as of August 31, 2002, by and between Gartner and Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank), a copy of which has been filed with the Securities Exchange Commission as an exhibit to Gartner's Annual Report on Form 10-K filed December 27, 2002;
- Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of August 31, 2002, by and between Gartner, Inc. and Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank), dated June 30, 2003, by and between Gartner and Mellon Investor Services LLC, a copy of which has been filed with the Securities Exchange Commission as an exhibit to Amendment No. 2 to Gartner's registration statement on Form 8-A/A, filed June 30, 2003; and
- Certificate of Designation, Preferences and Rights of Series A Junior Participating Preferred Stock and Series B Junior Participating Preferred Stock of Gartner, a copy of which has been filed with the Securities Exchange Commission as an exhibit to the Form 8-K of Gartner dated March 1, 2000 as filed on March 7, 2000.

You may obtain copies of the documents referred to in the preceding sentence in the manner provided in Section 10.



## 9. SOURCE AND AMOUNT OF FUNDS.

Assuming that 11,298,630 Class A Shares and 5,505,305 Class B Shares are purchased in the tender offer at a price between \$12.50 and \$13.50 per share and that the size of the tender offer for Class A Shares will not be increased, then:

- the aggregate purchase price for the shares purchased in the tender offer will be between approximately \$210.0 million and \$226.9 million; and
- we will purchase 9,196,065 Class A Shares from Silver Lake at the same price per Class A Share as is paid in the tender offer pursuant to the Silver Lake Stock Purchase Agreement at an aggregate cost of between approximately \$115.0 million and \$124.1 million.

Gartner expects that its related fees and expenses for the tender offer and the purchase of Class A Shares from Silver Lake will be approximately \$7.5 million.

We intend to use our available cash and proceeds from borrowings under credit agreements that we are currently negotiating to purchase shares tendered in the tender offer and from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement and to pay related fees and expenses. We have obtained a commitment from JPMorgan Chase Bank to provide us with a senior credit facility to finance the purchases. The senior credit facility will be unsecured, and will provide for a term loan facility in the amount of \$125 million and a revolving credit facility in the amount of \$100 million. The term loan will amortize over five years, with principal payments to be made in quarterly installments. The revolving credit facility may be used for loans and a portion may be used for letters of credit. The revolving loans may be borrowed, repaid and reborrowed for a period of five years from the date the revolving credit facility becomes available to us.

JPMorgan Chase Bank's obligation to provide the senior credit facility is conditioned on the completion of a due diligence investigation of us and our subsidiaries, and the negotiation and execution of final documents by both JPMorgan Chase Bank and us. The commitment is further conditioned on JPMorgan Chase Bank's determination that we will have sufficient working capital following the purchase of shares in the tender offer together with the borrowings under the senior credit facility to meet our ongoing working capital needs, and that no material disruption of or material adverse change in conditions in the financial, banking or capital markets has occurred that could materially impair the syndication of the senior credit facility. Any loan extended to us under the senior credit facility will also be conditioned on the absence of any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on our business, operations, property or financial condition or on the validity or enforceability of the senior credit facility documents.

Our obligations under the senior credit facility will be unsecured. All of our domestic subsidiaries will guarantee our obligations under the senior credit facility. The subsidiary guarantees will also be unsecured.

The terms of the senior credit facility will require us to maintain a minimum fixed charge coverage ratio, a maximum leverage ratio with respect to our debt and a minimum contract value, and to comply with limits on capital expenditures. Additionally, we will be required to comply with customary affirmative and negative covenants.

The tender offer is subject to the condition that Gartner obtains prior to the expiration of the tender offer at least \$225.0 million in additional financing on terms and conditions reasonably acceptable to it pursuant to the Commitment Letter entered into with JPMorgan Chase Bank to provide the senior credit facility. We currently have no committed alternative financing in the event we are unable to obtain the senior credit facility.

## 10. CERTAIN INFORMATION CONCERNING GARTNER.

Gartner is a leading independent provider of research and analysis on information technology, computer hardware, software, communications and related technology industries (the "IT industry"). We provide comprehensive coverage of the IT industry to approximately 10,000 client organizations. We serve a global client base consisting primarily of chief information officers ("CIOs") and other senior IT and business

executives in corporations and government agencies. We also serve technology companies and the investment community.

The foundation for Gartner products is our independent research on IT issues. The findings from this research can be delivered through several different media, depending on a client's specific business needs, preferences and objectives:

- Gartner Intelligence -- research content and advice for IT professionals, technology companies and the investment community in the form of reports, briefings or events.
- Gartner Executive Programs -- peer networking services and membership programs designed specifically for CIOs and other senior executives.
- Gartner Consulting -- customized engagements that allow CIOs and other business executives to apply our knowledge to their specific situation, with an emphasis on outsourcing and IT management.

Our executive offices are located at 56 Top Gallant Road, Stamford, Connecticut 06902-7747, telephone number (203) 316-1111. Our Internet address is [www.gartner.com](http://www.gartner.com) and the investor relations section of our web site is located at [investor.gartner.com](http://investor.gartner.com). The information contained on our web site or connected to our web site is not incorporated by reference into this offer to purchase and should not be considered part of this offer to purchase.

**Selected Historical and Pro Forma Financial Information.** The following tables show (a) selected historical financial information about Gartner for the fiscal year ended December 31, 2003 and as of and for the fiscal quarter ended March 31, 2004 and (b) selected pro forma financial information for the same periods, assuming the purchase by Gartner of 26.0 million shares in the tender offer and pursuant to the Silver Lake Stock Purchase Agreement at an assumed purchase price of \$13.00 per share for an aggregate purchase price of \$338 million. The selected pro forma information gives effect to the tender offer and the stock purchase from Silver Lake as if each were completed at the beginning of each period for income statement information and at March 31, 2004 for balance sheet information. The selected pro forma information is based on our historical financial information for the year ended December 31, 2003 and for the quarter ended March 31, 2004 and gives effect to the tender offer as if the tender offer were completed at the beginning of each period for income statement information and at March 31, 2004 for balance sheet information. The pro forma information assumes that Gartner would have used \$150 million of existing cash balances and \$188 million of debt facilities to finance the stock repurchase and for the related impact on interest income and interest expense. The impact on interest income and interest expense reflected in the pro forma financial information was based on the average interest rates available to Gartner during the periods presented. The 2003 pro forma income statement information assumes that \$68.5 million of the convertible debt held by Silver Lake at the beginning of 2003 was converted into 9.2 million Class A Shares at the beginning of the period and those shares were repurchased upon completion of the tender offer at the beginning of 2003. The pro forma financial information is intended for informational purposes only and does not purport to be indicative of the results that would actually have been obtained if the tender offer and the stock purchase from Silver Lake had been completed at the dates indicated or that may be obtained at any date in the future. The following selected historical financial data has been derived from our historical financial statements included in our Form 10-K for the year ended December 31, 2003 and the Form 10-Q for the quarter ended March 31, 2004, each of

which has been filed with the Securities Exchange Commission, and should be read in conjunction with those financial statements.

MARCH 31, 2004	-----	ACTUAL PRO
FORMA	-----	(IN THOUSANDS, EXCEPT
PER SHARE AMOUNTS)		BALANCE SHEET Cash and cash
equivalents.....		
\$262,742	\$105,792	Total current
assets.....		
550,027	393,077	Total
Assets.....		
912,352	757,282	Short-term
debt.....		
100,000		Total current
liabilities.....		
467,639	567,639	Long-term
debt.....		
88,000		Total
liabilities.....		
519,027	707,027	Total Stockholders'
Equity.....		\$393,325 \$
50,255		Shares outstanding at March 31,
2004.....		131,683 105,683 Book
		value per
share.....		\$ 2.99
		\$ 0.48

THREE MONTHS ENDED	TWELVE MONTHS ENDED
MARCH 31, 2004	DECEMBER 31, 2003
-----	-----
ACTUAL PRO	ACTUAL PRO
FORMA	FORMA
-----	-----
(IN	
THOUSANDS, EXCEPT PER SHARE AMOUNTS)	
INCOME STATEMENT Total	
revenues.....	
\$208,667	\$208,667 \$858,446 \$858,446
Operating	
income.....	6,171
6,171	47,461 47,461 Interest income
(expense), net.....	245 (1,902)
(17,106)	(21,582) Income before income
taxes.....	3,323 1,177
35,556	31,080 Provision for income
taxes.....	2,859 2,000
11,863	10,073 Net income
(loss).....	\$ 464 \$
(824)	\$ 23,693 \$ 21,007 Income (loss)
	per common share:
Basic.....	
\$ 0.00	\$ (0.01) \$ 0.26 \$ 0.29
Diluted.....	
\$ 0.00	\$ (0.01) \$ 0.26 \$ 0.29 Weighted
	average shares outstanding:
Basic.....	
130,311	104,311 91,123 72,156
Diluted.....	
133,180	104,311 92,579 73,612 Ratio of
	earnings to fixed charges..... 1.28
	0.27 1.27 1.00

Recent Developments. Gartner currently expects to announce its financial results for its fiscal quarter ended June 30, 2004 on or around July 23, 2004, although there can be no assurance of this. Gartner intends to extend the period of time during which the tender offer is open until not less than five business days following the date of this earning announcement, regardless of whether or not any of the events set forth in Section 7 shall have occurred or shall be deemed by Gartner to have occurred.

Additional Information. Gartner is subject to the information requirements of the Exchange Act, and, in accordance therewith, files periodic reports, proxy statements and other information relating to its business, financial condition and other matters. Gartner is required to disclose in these proxy statements certain information, as of particular dates, concerning the Gartner directors and executive officers, their compensation, stock options granted to them, the principal holders of the securities of Gartner and any material interest of such persons in transactions with Gartner. Pursuant to Rule 13e-4(c)(2) under the Exchange Act, Gartner has filed with the Securities and Exchange Commission an Issuer Tender Offer Statement on Schedule TO which includes additional information with respect to the tender offer. This material and other information

may be inspected at the public reference facilities maintained by the Securities and Exchange Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549. Copies of this material can also be obtained by mail, upon payment of the Securities and Exchange Commission's customary charges, by writing to the Public Reference Section at 450 Fifth Street, N.W., Washington, D.C. 20549. The Securities and Exchange Commission also maintains a web site on the Internet at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Securities and Exchange Commission. These reports, statements and other information concerning Gartner also can be inspected at the offices of the NYSE, 20 Broad Street, New York, New York 10005.

Incorporation by Reference. The rules of the Securities and Exchange Commission allow us to "incorporate by reference" information into this document, which means that we can disclose important information to you by referring you to another document filed separately with the Securities and Exchange Commission. These documents contain important information about us.

SEC FILINGS PERIOD OR DATE  
FILED - -----  
-----  
Annual Report on Form 10-  
K.....  
Year ended December 31, 2003  
Quarterly Report on Form 10-  
Q.....  
Quarter ended March 31, 2004  
Amendment No. 1 to Proxy  
Statement on Form  
14A..... May 5, 2004

We incorporate by reference the documents listed above and any additional documents that we may file with the Securities and Exchange Commission between the date of this offer to purchase and the expiration of the tender offer. You may request a copy of these filings, at no cost, by writing or telephoning us at our principal executive offices at the following address: Investor Relations, P.O. Box 10212, Gartner, Inc., 56 Top Gallant Road, Stamford, Connecticut 06902-7747, (203) 316-1111. Please be sure to include your complete name and address in the request.

11. INTERESTS OF DIRECTORS AND EXECUTIVE OFFICERS; TRANSACTIONS AND ARRANGEMENTS CONCERNING SHARES.

As of June 15, 2004, Gartner had issued and outstanding 104,677,020 Class A Shares and 28,118,443 Class B Shares and outstanding options to purchase 31,198,240 Class A Shares. The 11,298,630 Class A Shares we are offering to purchase pursuant to the tender offer represent approximately 10.8% of our outstanding Class A Shares as of June 15, 2004, and together with the Class A Shares to be purchased from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement (assuming that we purchase 9,196,065 Class A Shares under such purchase agreement), represent approximately 19.6% of our outstanding Class A Shares as of June 15, 2004. The 5,505,305 Class B Shares we are offering to purchase pursuant to the tender offer represent approximately 19.6% of our outstanding Class B Shares as of June 15, 2004.

The directors and executive officers of Gartner are entitled to participate in the tender offer on the same basis as all other stockholders. All of our directors, executive officers and affiliates, including VA Partners, L.L.C. and certain of its affiliates which collectively own approximately 8.2% of our Class A Shares and 18.2% of our Class B Shares and are affiliated with Jeffrey W. Ubben, one of the nominees standing for election as a director at our annual meeting of stockholders scheduled for June 30, 2004, have advised us that they do not intend to tender any shares in the tender offer. However, Silver Lake has agreed to sell Class A Shares to us following the successful completion of the tender offer, as described below. Stockholders who choose not to tender will own a greater percentage interest in us following the consummation of the tender offer.

At our annual meeting of stockholders scheduled for June 30, 2004, Anne Sutherland Fuchs, Jeffrey W. Ubben and Maynard G. Webb, Jr. are standing for election for director. Anne Sutherland Fuchs and Maynard G. Webb, Jr. are currently directors and have agreed to serve another term. Jeffrey W. Ubben is standing for election as a director for the first time and, if elected, will take the position currently filled by Dennis G. Sisco.

On June 17, 2004, we entered into the Silver Lake Stock Purchase Agreement with Silver Lake, which owns approximately 44.9% of our Class A Shares and is affiliated with Directors Glenn H. Hutchins and David J. Roux, under which we agreed to purchase from Silver Lake 9,196,065 Class A Shares, subject to

adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake):

- if we increase or decrease the number of Class A Shares being purchased in the tender offer (any such increase or decrease, the "TO Change"), the aggregate number of shares of Class A Shares to be purchased from Silver Lake will be increased or decreased, respectively, by an amount equal to the TO Change multiplied by a fraction, the numerator of which is 46,969,066 and the denominator of which is 57,707,954 (such fraction represents the ratio of the outstanding shares held of record by Silver Lake divided by the outstanding shares held of record by all of our stockholders other than Silver Lake), plus,
- if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer.

This purchase will be at the same price per Class A Share as is determined and paid in the tender offer, and will occur on the eleventh business day following the date that funds are made available by Gartner to the depository for the settlement of Class A Shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Upon the closing of this purchase, Silver Lake's percentage ownership interest in our outstanding Class A Shares will be approximately equal to or below its current level. In addition, because Silver Lake will not be participating in the tender offer, Silver Lake will not be making a bid in the tender offer that could influence the determination of the purchase price for the Class A Shares. Silver Lake is prohibited under the Silver Lake Stock Purchase Agreement from selling Class A Shares or purchasing Class A Shares or Class B Shares during the tender offer and until eleven business days following the tender offer, unless the tender offer is terminated other than pursuant to the consummation thereof. Silver Lake's consent shall be required for any amendment to the terms of the tender offer that (i) changes the type or amount of consideration per share offered to security holders, (ii) increases the aggregate number of Class A Shares and Class B Shares sought in the tender offer in excess of 16,803,935 (plus up to an additional 2% of the outstanding shares of Class A Shares and Class B Shares), (iii) decreases the aggregate number of Class A Shares sought in the tender offer below 11,298,630 (provided, however, that this shall in no way limit Gartner's ability to accept a smaller number of shares for payment if the tender offer for the Class A Shares is undersubscribed), (iv) materially alters any of the conditions of the tender offer contained in Section 7 of the Offer to Purchase, adds any additional conditions to the tender offer (provided, however, that this shall in no way limit Gartner's ability to waive any such condition), or changes the minimum number of shares required to be tendered into the tender offer to something other than 1,680,394 shares), or (v) extends the expiration date of the tender offer beyond September 15, 2004.

The tender offer will increase the proportional holdings of some of our significant stockholders and our directors and executive officers. VA Partners, L.L.C. and certain of its affiliates, which collectively own approximately 8.2% of our Class A Shares and 18.2% of our Class B Shares and are affiliated with Jeffrey W. Ubben, one of the nominees standing for election as a director at our annual meeting of stockholders scheduled for June 30, 2004, have advised us that they do not intend to tender any shares in the tender offer. The holdings of VA Partners, L.L.C. and its affiliates will increase to approximately 10.17% of our Class A Shares and 22.65% of our Class B Shares assuming that the maximum 20,494,695 Class A Shares and 5,505,304 Class B Shares are purchased in the tender offer and pursuant to the Silver Lake Purchase Agreement.

The following table shows the amount of Gartner shares beneficially owned by the directors, executive officers and control persons (the "control persons" being the same as those identified in our proxy statement dated April 29, 2004) of Gartner as of June 15, 2004. Columns three and five of the table below reflect ownership percentages of the Class A Shares and Class B Shares, respectively, as of June 15, 2004. Columns six and seven of the table below reflects ownership percentages of the Class A Shares and Class B Shares, respectively, after giving effect to the tender offer, assuming that (a) Gartner purchases 11,298,630 Class A Shares and 5,505,305 Class B Shares in the tender offer, (b) Silver Lake sells 9,196,065 Class A Shares to us

at the same price per Class A Share as is paid in the tender offer pursuant to the Silver Lake Stock Purchase Agreement (which will be the number of shares we purchase from Silver Lake under that agreement if the tender offer for Class A Shares is not increased and is fully subscribed), and (c) other than Silver Lake, no director, executive officer or control person of Gartner tenders any shares. Except as indicated in the footnotes to this table, the persons named in the table have sole voting and investment power with respect to all shares shown as owned beneficially by them, subject to community property laws where applicable.

PERCENT OF CLASS A CLASS B AFTER TENDER OFFER AND SILVER LAKE PURCHASE NUMBER OF (SEE CLASS A PERCENT OF CLASS B PERCENT OF ASSUMPTIONS NAME OF BENEFICIAL OWNER SHARES CLASS A SHARES CLASS B ABOVE) ABOVE) - -----

-----			
Michael D.			
Fleisher(1)	1,654,919	1.56%	-- -- 1.93%
Anne Sutherland Fuchs(2)			
	41,001	*	-- -- *
William O. Grabe(3)			
	95,001	*	-- -- *
Max D.			
Hopper(4)	42,001	*	-- -- *
Glenn H. Hutchins(5)			
	46,969,066	44.87%	-- -- 44.87%
Stephen G. Pagliuca(6)			
	60,001	*	-- -- *
David J. Roux(7)			
	46,969,066	44.87%	-- -- 44.87%
Dennis G. Sisco(8)			
	26,001	*	-- -- *
James C. Smith(9)			
	5,000	*	-- -- *
Maynard G. Webb, Jr. (10)			
	32,334	*	-- -- *
Jeffrey W. Ubben(11)			
	8,560,100	8.18%	5,122,546 18.22%
Maureen O'Connell(12)			
	297,916	*	-- -- *
Christopher Lafond(13)			
	75,888	*	-- -- *
Zachary Morowitz(14)			
	272,329	*	-- -- *
All current directors, director nominees and current executive officers as a group (14 persons)			
(15)	58,131,557	54.29%	5,123,635 18.22%
56.52% 22.66% Shapiro Capital Management Company, Inc. (16)			
3060 Peachtree Road, N.W., Atlanta, GA 30305			
	3,509,630	12.46%	-- -- 15.52%
Entities Affiliated with Silver Lake Partners, L.P. (17)			
	2725 Sand Hill Road, Suite 150, Menlo Park, CA 94025	44.87%	-- -- 44.87%
VA Partners, L.L.C. (18)			
	94111	8.18%	5,122,546 18.22%
10.17% 22.65%			

\* Less than 1%

- (1) Includes 1,638,250 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (2) Includes 36,001 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (3) Includes 21,001 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (4) Includes 21,001 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (5) Silver Lake Partners, L.P., Silver Lake Investors, L.P. and Silver Lake

Technology Investors, L.L.C. own 46,969,006 shares of Class A Common Stock.  
Silver Lake Technology Associates, L.L.C. is the General

Partner of each of Silver Lake Partners, L.P. and Silver Lake Investors, L.P. Mr. Hutchins is a Managing Member and Officer of Silver Lake Technology Associates, L.L.C. and a Senior Member of Silver Lake Technology Investors, L.L.C. As such, Mr. Hutchins could be deemed to have shared voting or dispositive power over these shares. Mr. Hutchins, however, disclaims beneficial ownership in these shares, except to the extent of his pecuniary interest.

- (6) Includes 21,001 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004, and includes 10,000 shares of Class A Common Stock that are owned by Mr. Pagliuca indirectly.
- (7) Silver Lake Partners, L.P., Silver Lake Investors, L.P. and Silver Lake Technology Investors, L.L.C. own 46,969,006 shares of Class A Common Stock. Silver Lake Technology Associates, L.L.C. is the General Partner of each of Silver Lake Partners, L.P. and Silver Lake Investors, L.P. Mr. Roux is a Managing Member and Officer of Silver Lake Technology Associates, L.L.C. and a Senior Member of Silver Lake Technology Investors, L.L.C. As such, Mr. Roux could be deemed to have shared voting or dispositive power over these shares. Mr. Roux, however, disclaims beneficial ownership in these shares, except to the extent of his pecuniary interest.
- (8) Includes 21,001 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (9) Includes 5,000 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (10) Includes 12,334 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (11) ValueAct Capital Partners, L.P., ValueAct Capital Partners II, L.P., and ValueAct International, Ltd. own 8,560,100 shares of our Class A Common Stock and 5,122,546 shares of our Class B Common Stock. VA Partners, L.L.C. is the General Partner of each of these entities. Mr. Ubben is a Managing Member of VA Partners, L.L.C. As such, Mr. Ubben could be deemed to have shared voting or dispositive power over these shares.
- (12) Includes 297,916 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (13) Includes 75,734 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (14) Includes 243,500 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004 and 2,832 shares of Class A Common Stock that are held by Mr. Morowitz through our 401(k) plan.
- (15) Includes 2,392,739 shares of Class A Common Stock issuable upon the exercise of stock options that are exercisable within 60 days of June 15, 2004.
- (16) The shares shown as beneficially owned by Shapiro Capital Management Company, Inc. were reported in its Schedule 13G filed with the SEC on February 10, 2004.
- (17) Represents shares owned by a group of investment funds affiliated with Silver Lake Partners, L.P., the General Partner of which is Silver Lake Technology Associates, including (i) 43,254,088 shares owned by Silver Lake Partners, L.P.; (ii) 1,242,922 shares owned by Silver Lake Investors, L.P.; and (iii) 2,472,056 shares owned by Silver Lake Technology Investors, L.L.C.
- (18) Represents shares owned by a group of investments whose General Partner is VA Partners, L.L.C., including: (i) 6,626,381 shares of Class A Common Stock and 3,124,138 shares of Class B Common Stock owned by ValueAct Capital Partners, L.P.; (ii) 901,671 shares of Class A Common Stock and 288,606 shares of Class B Common Stock owned by ValueAct Capital Partners II, L.P.; and (iii) 1,032,048 shares of Class A Common Stock and 1,709,802 shares of Class B Common Stock owned by ValueAct Capital International, Ltd.

Based on Gartner's records and information provided to Gartner by its directors, executive officers, associates and subsidiaries, neither Gartner, nor, to the best of Gartner's knowledge, any directors or executive



officers of Gartner or any associates or subsidiaries of Gartner, has effected any transactions in shares during the 60 day-period before the date hereof, except as set forth below:

DATE OF TRANSACTION	NAME OF TRANSACTION	NATURE OF TRANSACTION	AMOUNT	PRICE
Gartner.....	May 10, 2004	Repurchase of outstanding 100,000 Class A \$11.929 per Class A shares pursuant to repurchase Shares and 6,700 Share and \$11.744 per program Class B Shares Class B Share		
Gartner.....	May 13, 2004	Repurchase of outstanding 20,300 Class A Shares \$11.92 per share shares pursuant to repurchase program		
Gartner.....	May 21, 2004	Repurchase of outstanding 50,000 Class B Shares \$11.98 per share shares pursuant to repurchase program Scott		
Fertig.....	May 5, 2004	Option exercise 10,000 shares Class A The per share exercise Common price was \$7.96 Scott		
Fertig.....	May 5, 2004	Sale 10,000 shares Class A The per share value on Common the date of transfer was \$12.3026 Michael D.		
Fleisher...	May 5, 2004	Sale 65,000 shares Class A The per share value on Common the date of transfer was \$12.2772 Michael D.		
Fleisher...	May 6, 2004	Sale 26,673 shares Class A The per share value on Common the date of transfer was \$12.1625 Michael D.		
Fleisher...	May 6, 2004	Sale 3,000 shares Class B The per share value on Common the date of transfer was \$12.03 Michael D.		
Fleisher...	May 7, 2004	Sale 2,100 shares Class A The per share value on Common the date of transfer was \$12.06 Scott		
Fertig.....	May 7, 2004	Option exercise 5,000 shares Class A The per share exercise Common price was \$7.96 Scott		
Fertig.....	May 7, 2004	Sale 5,000 shares Class A The		

per share value on  
Common the date of  
transfer was \$12.08  
Scott

Fertig..... May  
7, 2004 Option  
exercise 5,000 shares  
Class A The per share  
exercise Common price  
was \$7.96 Scott

Fertig..... May  
7, 2004 Sale 5,000  
shares Class A The  
per share value on  
Common the date of  
transfer was \$12.0306  
Lewis G.

Schwartz..... May 11,  
2004 Sale 8,100  
shares Class A The  
per share value on  
Common the date of  
transfer was \$11.91  
Lewis G.

Schwartz..... May 11,  
2004 Sale 100 shares  
Class A The per share  
value on Common the  
date of transfer was  
\$11.91 Lewis G.

Schwartz..... May 11,  
2004 Sale 198 shares  
Class A The per share  
value on Common the  
date of transfer was  
\$11.92 Robert C.

Patton..... May 17,  
2004 Restricted stock  
award 33,000 shares  
Class A The per share  
price was Common  
\$0.00 Robert C.

Patton..... May 17,  
2004 Option grant  
150,000 shares Class  
The per share  
exercise A Common  
price was \$11.96  
Michael

McCarty..... May  
17, 2004 Option grant  
75,000 shares Class A  
The per share  
exercise Common price  
was \$11.96 Beverly R.

Parker..... May 17,  
2004 Option grant  
75,000 shares Class A  
The per share  
exercise Common price  
was \$11.96

DATE OF NAME  
TRANSACTION  
NATURE OF  
TRANSACTION

AMOUNT PRICE - -

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-----  
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----- Scott  
Fertig.....  
May 19, 2004  
Option exercise  
5,134 shares  
Class A The per  
share exercise  
Common price was  
\$7.96 Scott  
Fertig.....  
May 19, 2004 Sale  
5,134 shares  
Class A The per  
share value on  
Common the date  
of transfer was  
\$12.25 Scott  
Fertig.....  
May 25, 2004  
Option exercise  
8,200 shares  
Class A The per  
share exercise  
Common price was  
\$7.96 Scott  
Fertig.....  
May 25, 2004 Sale  
8,200 shares  
Class A The per  
share value on  
Common the date  
of transfer was  
\$12.25 Michael D.  
Fleisher... May  
28, 2004 Option  
exercise 30,000  
shares Class A  
The per share  
exercise Common  
price was \$7.188  
Michael D.  
Fleisher... May  
28, 2004 Sale  
30,000 shares  
Class A The per  
share value on  
Common the date  
of transfer was  
\$12.2994 Lewis G.  
Schwartz.....  
June 7, 2004  
Option grant  
40,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Scott  
Fertig.....  
June 7, 2004  
Option grant  
30,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49  
Christopher  
Lafond.... June  
7, 2004 Option  
grant 40,000  
shares Class A  
The per share  
exercise Common  
price was \$12.49  
Laurane  
Magliari.....  
June 7, 2004  
Option grant  
50,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Michael

McCarty.....  
June 7, 2004  
Option grant  
50,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Maureen  
O'Connell.....  
June 7, 2004  
Option grant  
55,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Willard  
Pardue, Jr....  
June 7, 2004  
Option grant  
60,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Beverly  
Parker.....  
June 7, 2004  
Option grant  
20,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49 Robert C.  
Patton..... June  
7, 2004 Option  
grant 60,000  
shares Class A  
The per share  
exercise Common  
price was \$12.49  
Ken  
Yamamoto.....  
June 7, 2004  
Option grant  
40,000 shares  
Class A The per  
share exercise  
Common price was  
\$12.49

#### EMPLOYMENT AGREEMENTS WITH EXECUTIVE OFFICERS

Mr. Fleisher. Mr. Fleisher entered into an Employment Agreement effective October 1, 2002 (the "Fleisher Agreement"). Under the Fleisher Agreement, he was to serve as Chairman and Chief Executive Officer through September 30, 2005. During the term of the Fleisher Agreement, we agreed to include Mr. Fleisher on our slate of nominees to be elected to our Board.

Under the Fleisher Agreement, Mr. Fleisher received a base salary of \$650,000 for fiscal 2003. For fiscal 2003, Mr. Fleisher's target bonus was between \$650,000 and \$975,000. Under the Fleisher Agreement, Mr. Fleisher received option grants to purchase 250,000 shares on each of October 1, 2002, and October 1, 2003. These stock options vest 25% one year after grant and 2.08% per month thereafter, subject to Mr. Fleisher's continued service with Gartner.

Mr. Fleisher's employment is at will and may be terminated by him or us upon sixty days' prior written notice. If we terminate Mr. Fleisher's employment involuntarily without Business Reasons (as defined in the Fleisher Agreement) or a Constructive Termination (as defined in the Fleisher Agreement) occurs, or if we do not renew the Fleisher Agreement upon its expiration, Mr. Fleisher will be entitled to receive: (a) his base salary for two years following the Termination Date (as defined in the Fleisher Agreement) at the rate then in

effect, payable in accordance with our regular payroll schedule; (b) his target bonus for the year in which the Termination Date occurs, target bonus for the next fiscal year, and a pro-rated portion of his target bonus for the balance of the two year severance period, payable concurrently with our payment of bonuses for those years to other executives; (c) acceleration in full of vesting of all equity arrangements subject to vesting and granted prior to October 1, 2002; (d) continued vesting during the Severance Period (as defined in the Fleisher Agreement) of all outstanding equity awards granted on or after October 1, 2002; (e) the ability to exercise all equity arrangements for either one year following the Termination Date or one year following the end of the Severance Period, or such longer period as may be provided in the applicable plan or agreement; (f) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for two years after the Termination Date or until he obtains other employment, if that occurs sooner, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Fleisher's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Fleisher makes the appropriate election and payments; (g) reasonable office support for one year following the Termination Date, or until he obtains other employment, if that occurs sooner; and (h) no other compensation, severance or other benefits, except for any severance payments in connection with a Change in Control (as defined in the Fleisher Agreement) described below. Notwithstanding the foregoing, we will not be required to continue to pay the bonus specified in clause (b) above if Mr. Fleisher violates his non-competition obligations to us.

If a Change in Control (as defined in the Fleisher Agreement) occurs, upon the Change in Control Mr. Fleisher will be entitled to receive: (a) three times his base salary then in effect; (b) three times his target bonus for the fiscal year in which the Change in Control occurs; (c) acceleration in full of vesting of all equity arrangements subject to vesting; (d) the ability to exercise all such options and other exercisable rights received for either 90 days or one year following the Change in Control, or such longer period as may be provided in the applicable plan or option agreement; (e) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for three years after the Change in Control and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Fleisher's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Fleisher makes the appropriate election and payments; (f) any Gross-Up Payments (as defined in the Fleisher Agreement) for Mr. Fleisher's excise tax liabilities; and (g) no other compensation, severance or other benefits.

If Mr. Fleisher's employment is terminated due to his disability, Mr. Fleisher generally will be entitled to receive (a) base salary for three years after the Termination Date at the rate then in effect; (b) his target bonus for the fiscal year in which the termination occurs; (c) following the end of the fiscal year in which the termination occurs, any bonus that would have been payable in excess of the target bonus for the year in which the termination occurs; (d) acceleration in full of vesting of all outstanding stock options held by Mr. Fleisher, and all such options and other exercisable rights will remain exercisable for either 90 days or one year after the Termination Date, or such longer period as may be provided in the applicable plan or option agreement; (e) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for three years after the Termination Date and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Fleisher's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Fleisher makes the appropriate election and payments; and (f) no other compensation, severance or other benefits, except for the any severance payments in connection with a Change in Control. Notwithstanding the foregoing, we may deduct from the salary specified in clause (a) above, any payments received by Mr. Fleisher under any disability benefit program maintained by us.

On April 29, 2004, Mr. Fleisher announced his intention to leave Gartner sometime prior to the end of the year. In conjunction with his departure, Mr. Fleisher has entered into an amendment to the Fleisher Agreement pursuant to which he has agreed that he will continue to serve in the capacity of Chief Executive Officer for up to six months in order to assist the Board of Directors in selecting a successor and ensure a smooth transition. In satisfaction of existing obligations under the Fleisher Agreement and in consideration of his assistance in the transition, Gartner has agreed that Mr. Fleisher will receive: (a) payments totaling

\$4,301,811, which includes his 2003 bonus and compensation in respect of the transition period; (b) acceleration in full of vesting of all equity arrangements subject to vesting and granted prior to October 1, 2002; (c) continued vesting until October 29, 2006 of all outstanding equity awards granted on or after October 1, 2002; (d) the ability to exercise all equity arrangements granted after October 1, 2001 until October 29, 2007 and all equity arrangements granted on or prior to October 1, 2001 until October 29, 2005; (e) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for two years or until he obtains other employment, if that occurs sooner; and (f) reasonable office support for one year, or until he obtains other employment, if that occurs sooner. Mr. Fleisher will be entitled to receive Gross-Up Payments (as defined in the Fleisher Agreement) in respect of any excise tax liabilities he may incur should a Change in Control (as defined in the Fleisher Agreement) occur.

Ms. O'Connell. Ms. O'Connell entered into an Employment Agreement effective September 23, 2002 (the "O'Connell Agreement"). Under the O'Connell Agreement, she will serve as Executive Vice President and Chief Financial and Administrative Officer through September 30, 2005, and thereafter for subsequent one-year periods unless either party provides ninety days' written notice of its intention not to renew. In October 2003, Ms. O'Connell was promoted to President and Chief Operating Officer.

Under the O'Connell Agreement, Ms. O'Connell received a base salary of \$500,000 for fiscal 2003; thereafter her base salary is subject to annual adjustments by our Board or Compensation Committee. For fiscal 2003, Ms. O'Connell's target bonus was \$400,000; thereafter our Board or Compensation Committee will establish the annual target bonus, and the bonus will be payable based on achievement of specified objectives. Under the O'Connell Agreement, Ms. O'Connell received options to purchase 650,000 shares on October 17, 2002. These stock options will vest 25% one year after its date of grant, and 2.08% per month thereafter, subject to Ms. O'Connell's continued service with Gartner. Ms. O'Connell also received a sign-on bonus of \$400,000.

Ms. O'Connell's employment is at will and may be terminated by her or us upon thirty days' prior written notice. If we terminate Ms. O'Connell's employment involuntarily without Business Reasons (as defined in the O'Connell Agreement) or a Constructive Termination (as defined in the O'Connell Agreement) occurs, or if we do not renew the O'Connell Agreement upon its expiration, Ms. O'Connell will be entitled to receive: (a) her base salary for two years following the Termination Date (as defined in the O'Connell Agreement) at the rate then in effect, payable in accordance with our regular payroll schedule; (b) her target bonus for the year in which the Termination Date occurs, target bonus for the next fiscal year, and a pro-rated portion of her target bonus for the balance of the two year severance period, payable concurrently with our payment of bonuses for those years to other executives; (c) continued vesting during the Severance Period (as defined in the O'Connell Agreement) of all outstanding equity awards; (d) the ability to exercise all equity arrangements for one year following the Severance Period; (e) at our cost, group health benefits pursuant to our standard programs for herself, her spouse and any children for two years after the Termination Date or until she obtains other employment if that occurs sooner, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Ms. O'Connell's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Ms. O'Connell makes the appropriate election and payments; (f) reasonable office support for one year following the Termination Date, or until she obtains other employment, if that occurs sooner; and (g) no other compensation, severance or other benefits, except for the any severance payments in connection with a Change in Control (as defined in the O'Connell Agreement) described below. Notwithstanding the foregoing, we will not be required to continue to pay the bonus specified in clause (b) above if Ms. O'Connell violates her non-competition obligations to us.

If a Change in Control (as defined in the O'Connell Agreement) occurs, upon the Change in Control, Ms. O'Connell will be entitled to receive: (a) three times her base salary then in effect; (b) three times her target bonus for the fiscal year in which the Change in Control occurs (plus any unpaid bonus from the prior fiscal year); (c) acceleration in full of all outstanding equity arrangements subject to vesting; (d) the ability to exercise all options and other exercisable rights received for one year following the Change in Control or termination of employment, whichever is later; (e) at our cost, group health benefits pursuant to our standard programs for herself, her spouse and any children for three years after the Change in Control and thereafter, to

the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Ms. O'Connell's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Ms. O'Connell makes the appropriate election and payments; (f) any Gross-Up Payments (as defined in the O'Connell Agreement) for Ms. O'Connell's excise tax liabilities; and (g) no other compensation, severance or other benefits.

If Ms. O'Connell's employment is terminated due to her disability, Ms. O'Connell will be entitled to receive: (a) base salary for three years after the Termination Date at the rate then in effect; (b) her target bonus for the fiscal year in which the termination occurs, payable on the Termination Date; (c) following the end of the fiscal year in which the termination occurs, any bonus that would have been payable in excess of the target bonus for the year in which the termination occurs; (d) acceleration in full of all outstanding stock options, and all such options or other exercisable rights will remain exercisable for one year after the Termination Date; (e) at our cost, group health benefits pursuant to our standard programs for herself, her spouse and any children for three years after the Termination Date, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Ms. O'Connell's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Ms. O'Connell makes the appropriate election and payments; and (f) no other compensation, severance or other benefits, except for the any severance payments in connection with a Change in Control. Notwithstanding the foregoing, we may deduct from the salary specified in clause (a) above, any payments received by Ms. O'Connell under any disability benefit program maintained by us.

Mr. Lafond. Mr. Lafond is covered by Gartner's Executive Benefits Program which provides that upon either a Change of Control, involuntary termination without business reason, or a constructive termination, Mr. Lafond will be entitled to receive: (a) one times his base salary then in effect; (b) acceleration in full of vesting of all outstanding stock options that would have vested within twelve months of the termination date; and (c) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for one year after the termination date.

Mr. Morowitz. Mr. Morowitz entered into an Employment Agreement effective October 1, 2002 (the "Morowitz Agreement"). Under the Morowitz Agreement, he will serve as Executive Vice President through September 30, 2005, and thereafter for subsequent one-year periods unless either party provides ninety days' prior written notice of its intention not to renew.

Under the Morowitz Agreement, Mr. Morowitz received a base salary of \$275,000 for fiscal 2003; thereafter his base salary is subject to annual adjustments by our Board or Compensation Committee. For fiscal 2003, Mr. Morowitz's target bonus was \$135,000; thereafter our Board or Compensation Committee will establish the annual target bonus, and the bonus will be payable based on achievement of specified objectives. Under the Morowitz Agreement, Mr. Morowitz received an option grant to purchase 200,000 shares on October 10, 2002. The option will vest 25% one year after its date of grant and 2.08% per month thereafter, subject to Mr. Morowitz's continued service with Gartner.

Mr. Morowitz's employment is at will and may be terminated by him or us upon sixty days' prior written notice. If we terminate Mr. Morowitz's employment involuntarily without Business Reasons (as defined in the Morowitz Agreement) or a Constructive Termination (as defined in the Morowitz Agreement) occurs, or if we do not renew the Morowitz Agreement upon its expiration, Mr. Morowitz will be entitled to receive: (a) his base salary for two years following the Termination Date (as defined in the Morowitz Agreement) at the rate then in effect, payable in accordance with our regular payroll schedule; (b) his target bonus for the year in which the Termination Date occurs, target bonus for the next fiscal year, and a pro-rated portion of his target bonus for the balance of the two year severance period, payable concurrently with our payment of bonuses for those years to other executives; (c) continued vesting during the Severance Period (as defined in the Morowitz Agreement) of outstanding equity awards issued on or following the effective date of the Morowitz Agreement; (d) acceleration in full of vesting of all outstanding equity arrangements subject to vesting and issued prior to the date of the Morowitz Agreement; (e) such options and other exercisable rights will remain exercisable until either one year after the Severance Period (as defined in the Morowitz Agreement) or one year after the Termination Date, or such longer period as may be provided in the

applicable plan or option agreement; (f) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for two years after the Termination Date or until he obtains other employment if that occurs sooner, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Morowitz's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Morowitz makes the appropriate election and payments; (g) reasonable office support for one year following the Termination Date, or until he obtains other employment, if that occurs sooner; and (h) no other compensation, severance or other benefits, except for the any severance payments in connection with a Change in Control (as defined in the Morowitz Agreement) described below. Notwithstanding the foregoing, we will not be required to continue to pay the bonus specified in clause (b) above if Mr. Morowitz violates his non-competition obligations to us.

If a Change in Control (as defined in the Morowitz Agreement) occurs, upon the Change in Control, Mr. Morowitz will be entitled to receive: (a) three times his base salary then in effect; (b) three times his target bonus for the fiscal year in which the Change in Control occurs (plus any unpaid bonus from the prior fiscal year); (c) acceleration in full of all outstanding equity arrangements subject to vesting, and the ability to exercise all such options and other exercisable rights received for either one year or ninety days following the Change in Control, or such longer period as may be provided in the applicable plan or option agreement; (d) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for three years after the Change in Control, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Morowitz's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Morowitz makes the appropriate election and payments; (e) any Gross-Up Payments (as defined in the Morowitz Agreement) for Mr. Morowitz's excise tax liabilities; and (f) no other compensation, severance or other benefits.

If Mr. Morowitz's employment is terminated due to his disability, Mr. Morowitz will be entitled to receive: (a) base salary for three years after the Termination Date at the rate then in effect; (b) his target bonus for the fiscal year in which the termination occurs, payable on the Termination Date; (c) following the end of the fiscal year in which the termination occurs, any bonus that would have been payable in excess of the target bonus for the year in which the termination occurs; (d) acceleration in full of all outstanding stock options, and all such options and other exercisable rights held by Mr. Morowitz will remain exercisable for one year or ninety days after the Termination Date, or such longer period as may be provided in the applicable plan or option agreement; and (e) at our cost, group health benefits pursuant to our standard programs for himself, his spouse and any children for three years after the Termination Date, and thereafter, to the extent COBRA is applicable to Gartner, continuation of health benefits for such persons at Mr. Morowitz's cost, for a period of 18 months or such longer period as may be applicable under any of our policies then in effect, provided Mr. Morowitz makes the appropriate election and payments; and (f) no other compensation, severance or other benefits, except for the any severance payments in connection with a Change in Control. Notwithstanding the foregoing, we may deduct from the salary specified in clause (a) above, any payments received by Mr. Morowitz under any disability benefit program maintained by us.

#### INCENTIVE PLANS

2003 Long-Term Incentive Plan. In February 2003, Gartner adopted, and our stockholders approved, the 2003 Long-Term Incentive Plan (the "2003 Plan"), which replaced our 1993 Director Stock Option Plan, 1994 Long Term Option Plan, 1996 Long Term Stock Option Plan, 1998 Long Term Stock Option Plan, and 1999 Stock Option Plan (collectively the "Previous Plans"). The 2003 Plan provides for the grant of stock options, stock appreciation rights, restricted stock awards, and long-term performance awards to eligible employees and consultants of Gartner (or any of our parent or subsidiary companies). Our non-employee directors are entitled to automatic nonstatutory stock option grants and director common stock equivalents under the 2003 Plan. Our Board or a committee appointed by the Board administers the Plan and controls its operation (the "Committee"). The Committee determines the terms and conditions of each option grant, including, the term of each option (up to a maximum of 10 years after its date of grant), the exercise price of each option (which must be at least 100% of the fair market value of the underlying shares on the date of grant), when options granted under the Plan will vest, when options may be exercised, and the method of



payment of the option exercise price. Except for certain adjustments made in connection with a change to Gartner's capitalization, the exercise price of outstanding options may not be declared or reduced after the date of the option grant, and no outstanding option may be surrendered to Gartner as consideration for the grant of a new option with a lower exercise price without the approval of Gartner's stockholders. The Committee also determines the terms and conditions of stock appreciation rights, restricted stock awards, and long-term performance awards. In the event we experience a change in control, all awards under the 2003 Plan will become fully vested, all applicable performance objectives applicable to awards will be deemed fully met, each outstanding director common stock equivalent will be converted into shares immediately prior to the change in control, and each outstanding award will be assumed by the successor corporation (or any parent or subsidiary of the successor corporation), if any. In the event we are merged with or into another corporation, or if substantially all of our assets are sold, each outstanding award will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). If the successor corporation does not assume or substitute such outstanding awards, the Committee will notify participants that he or she will have the right to exercise his or her award, in whole or in part, for a period of at least 15 days from the date of such notice, and that the award will terminate upon the expiration of such period. In addition, in the event we experience any stock split, reverse stock split, stock dividend, combination or reclassification of our shares, or any other increase or decrease in the number of issued shares of our common stock effected without the receipt of consideration by Gartner (except for certain conversions of convertible securities), the Committee may make appropriate adjustments to outstanding awards and to the shares available for issuance under the Plan. There are 9,928,000 shares of our common stock reserved under the 2003 Plan, and 3,136,927 shares remain for future issuance. No more than 2,000,000 shares may be issued as restricted stock awards, freestanding stock appreciation rights, or to the extent payable or measured by the value of shares, long-term performance awards. In any one fiscal year of Gartner, no participant may receive options, freestanding stock appreciation rights, restricted stock awards, or to the extent payable or measured by the value of shares, long-term performance awards, covering in the aggregate more than 1,000,000 shares. In any one fiscal year, no participant may receive long-term performance awards payable in cash and not measured by the value of shares covering in the aggregate more than \$2,500,000. By its terms, the 2003 Plan will automatically terminate in 2013, unless earlier terminated by the Board.

1993 Director Stock Option Plan. The 1993 Director Stock Option Plan ("1993 Plan") was adopted in January 1993, and replaced by the 2003 Plan in February 2003. No further awards will be made under the 1993 Plan. The 1993 Plan provided for the grant of nonstatutory stock options and common stock equivalents to our non-employee directors. In the event of a change in control, all options outstanding under the 1993 Plan will be assumed by the successor corporation (or a parent or subsidiary of the successor corporation), if any, and all holders of such options will be promptly notified, after the change in control, that his or her options are fully vested and exercisable for a period of at least 90 days from the date of the change in control. In addition, each outstanding common stock equivalent will convert into shares of our common stock immediately prior to the change in control.

1994 Long-Term Stock Option Plan. The 1994 Long-Term Stock Option Plan ("1994 Plan") was adopted in October 1994, and replaced by the 2003 Plan in February 2003. No further awards will be made under the 1994 Plan. The 1994 Plan provided for the grant of options to eligible key, senior-level employees of Gartner (or any parent or subsidiary of Gartner). In the event of Gartner's merger with or into another corporation, or the sale of substantially all the assets of Gartner, each outstanding option will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). However, the administrator of the 1994 Plan may, in lieu of such assumption or substitution, notify each participant that he or she has the right to exercise his or her options as to all or a portion of the optioned stock, including shares as to which the option or right would not otherwise be exercisable, for a period of 15 days from the date of such notice, and that the option will terminate upon the expiration of such period.

1996 Long-Term Stock Option Plan. The 1996 Long-Term Stock Option Plan ("1996 Plan") was adopted in October 1996, and replaced by the 2003 Plan in February 2003. No further awards will be made under the 1996 Plan. The 1996 Plan provided for the grant of options to eligible key, senior-level employees of Gartner (or any parent or subsidiary of Gartner). In the event of Gartner's merger with or into another

corporation, or the sale of substantially all the assets of Gartner, each outstanding option will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). However, the administrator of the 1996 Plan may, in lieu of such assumption or substitution, notify each participant that he or she has the right to exercise his or her options as to all or a portion of the optioned stock, including shares as to which the option or right would not otherwise be exercisable, for a period of 15 days from the date of such notice, and that the option will terminate upon the expiration of such period.

**1998 Long-Term Stock Option Plan.** The 1998 Long-Term Stock Option Plan ("1998 Plan") was adopted in October 1998, and replaced by the 2003 Plan in February 2003. No further awards will be made under the 1998 Plan. The 1998 Plan provided for the grant of options or restricted stock to eligible key, senior-level employees of Gartner (or any parent or subsidiary of Gartner). In the event of Gartner's merger with or into another corporation, or the sale of substantially all the assets of Gartner, each outstanding option will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). However, the administrator of the 1998 Plan may, in lieu of such assumption or substitution, notify each participant that he or she has the right to exercise his or her options as to all or a portion of the optioned stock, including shares as to which the option or right would not otherwise be exercisable, for a period of 15 days from the date of such notice, and that the option will terminate upon the expiration of such period.

**1999 Stock Option Plan.** The 1999 Long-Term Stock Option Plan ("1999 Plan") was adopted in November 1999, and replaced by the 2003 Plan in February 2003. No further awards will be made under the 1999 Plan. The 1999 Plan provided for the grant of options, stock purchase rights, stock appreciation rights, and long-term performance awards, to eligible employees (excluding the Chief Executive Officer and four other top-paid officers) and consultants of Gartner or any parent or subsidiary of Gartner. In the event of Gartner's merger with or into another corporation, or the sale of substantially all the assets of Gartner, each outstanding option and right will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). In the event the successor corporation does not assume or substitute for the option, the administrator of the 1999 Plan will notify each participant that the option or right will be exercisable for all or a portion of the optioned stock, including shares as to which the option or right would not otherwise be exercisable, for a period of at least 15 days from the date of such notice, and that the option or right will terminate upon the expiration of such period.

**2002 Employee Stock Purchase Plans.** In March 2002, stockholders approved the 2002 Employee Stock Purchase Plan ("2002 ESPP"). The 2002 ESPP is implemented by consecutive offering periods of approximately 6-month durations, commencing on the first trading day of March and September each year, and terminating on the last trading day of the following August and February each year, respectively. Pursuant to the 2002 ESPP, eligible employees are permitted to purchase Class A Common Stock through payroll deductions, which may not exceed 10% of an employee's compensation, at a price equal to 85% of the Class A Common Stock price as reported on the NYSE at the beginning or end of each offering period, whichever is lower. As of June 15, 2004, 2,958,432 shares were available for purchase under the 2002 plan.

**1991 Stock Option Plan.** The 1991 Stock Option Plan ("1991 Plan") was adopted in March 1991. No further awards will be made under the 1991 Plan. The 1991 Plan provided for the grant of options, stock purchase rights, stock appreciation rights, and long-term performance awards, to eligible employees and consultants of Gartner or any parent or subsidiary of Gartner. In the event of Gartner's merger with or into another corporation, or the sale of substantially all the assets of Gartner, each outstanding option and right will be assumed or substituted for by the successor corporation (or a parent or subsidiary or such successor corporation). In the event the successor corporation does not assume or substitute for the option, the administrator of the 1991 Plan will notify each participant that the option or right will be exercisable for all or a portion of the optioned stock, including shares as to which the option or right would not otherwise be exercisable, for a period of at least 15 days from the date of such notice, and that the option or right will terminate upon the expiration of such period.

**Savings and Investment Plan.** We have a savings and investment plan covering substantially all domestic employees. Participating employees may make annual contributions to the plan in percentages of not less than 1% or more than 75% of total annual compensation, as defined in the plan agreement, subject to

Internal Revenue Service limitations. We contribute amounts to this plan based upon the level of the employee contributions. In addition, we contribute fixed and discretionary profit sharing contributions set by the Board of Directors. Participants may elect to invest in a variety of specialized investment funds, including a fund substantially invested in Class A Shares.

Relationship with Silver Lake. On April 17, 2000, we issued and sold an aggregate of \$300 million principal amount of our unsecured 6% Convertible Junior Subordinated Promissory Notes due April 17, 2005 to Silver Lake and certain other investors. In October 2003, these notes were converted into 49,441,122 shares of our Class A Common Stock. The determination of the number of shares issued upon the conversion was based upon a \$7.45 conversion price and a convertible note of \$368.3 million, consisting of the original face amount of \$300 million plus accrued interest of \$68.3 million.

Gartner and Silver Lake are parties to an Amended and Restated Securityholders Agreement dated as of July 12, 2002 pursuant to which Gartner granted Silver Lake certain economic, control and other rights in connection with the issuance of the notes. Pursuant to the Amended and Restated Securityholders Agreement, Silver Lake is entitled to designate two out of the ten members of our Board of Directors and, if requested by Silver Lake, to include one director on any committee of our Board. Silver Lake's right to designate directors terminates once Silver Lake and its affiliates own less than approximately 3.78 million Class A Shares (20% of the Class A Shares into which the \$300 million face notes were originally convertible). In addition, for so long as Silver Lake owns that number of Class A Shares, Silver Lake is entitled to consent rights relating to certain events or transactions, including, without limitation, certain affiliate transactions, any increase in the number of directors, and any change to the rights, preferences, privileges or powers of the Class A Shares and payments of dividends or other distributions (other than dividends or distributions of stock) to holders of Gartner's capital stock.

Pursuant to this agreement, Silver Lake is entitled to the following registration rights with respect to its Class A Shares:

- "piggy-back" registration rights with respect to any registrations by Gartner of its equity securities, other than a registration on Form S-4 or S-8; and
- three demand registrations pursuant to which, subject to certain limitations, Silver Lake may require Gartner to register its shares.

In addition, Silver Lake has the right to purchase up to 5% of the fully diluted common stock of any subsidiary of Gartner whose shares of common stock are distributed to stockholders of Gartner ("spun-off") or sold by Gartner in a public offering ("spun-out") at a per share price equal to (x) 80% of the initial public offering price in the case of a spun-out subsidiary, and (y) 80% of the first day's closing price in the case of a spun-off subsidiary. Gartner is also obligated to deliver an annual budget and forecasts, annual audited financial statements and quarterly financial statements to Silver Lake under the Securityholders Agreement.

Except as otherwise described herein, neither Gartner nor, to the best of Gartner's knowledge, any of its affiliates, directors or executive officers, is a party to any agreement, arrangement or understanding with any other person relating, directly or indirectly, to the tender offer or with respect to any securities of Gartner, including, but not limited to, any agreement, arrangement or understanding concerning the transfer or the voting of the securities of Gartner, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, or the giving or withholding of proxies, consents or authorizations.

## 12. EFFECTS OF THE TENDER OFFER ON THE MARKET FOR SHARES; REGISTRATION UNDER THE EXCHANGE ACT.

The purchase by Gartner of shares under the tender offer will reduce our "public float" (the number of shares owned by non-affiliate stockholders and available for trading in the securities markets). This reduction in our public float may result in lower stock prices and/or reduced liquidity in the trading market for the shares following completion of the tender offer. In addition, the tender offer may reduce the number of Gartner stockholders. As of June 15, 2004, we had issued and outstanding 104,677,020 Class A Shares and 28,118,443 Class B Shares. The 11,298,630 Class A Shares represent approximately 10.8% of our outstanding Class A Shares and 8.5% of our outstanding common stock as of June 15, 2004. The 5,505,305 Class B Shares

represent approximately 19.6% of our outstanding Class B Shares and 4.2% of our outstanding common stock as of June 15, 2004. Stockholders may be able to sell non-tendered shares in the future on the NYSE or otherwise, at a net price higher or lower than the purchase price in the tender offer. We can give no assurance, however, as to the price at which a stockholder may be able to sell such shares in the future.

Gartner anticipates that there will be a sufficient number of each class of shares outstanding and publicly traded following completion of the tender offer to ensure a continued trading market for such shares. Based upon published guidelines of the NYSE, Gartner does not believe that its purchase of either class of shares under the tender offer or the Class A Shares from Silver Lake pursuant to the Silver Lake Stock Purchase Agreement will cause the remaining outstanding shares of each such class to be delisted from the NYSE.

The shares are now "margin securities" under the rules of the Board of Governors of the Federal Reserve System. This classification has the effect, among other things, of allowing brokers to extend credit to their customers using the shares as collateral. Gartner believes that, following the purchase of shares under the tender offer, the shares remaining outstanding will continue to be margin securities for purposes of the Federal Reserve Board's margin rules and regulations.

The shares are registered under the Exchange Act, which requires, among other things, that Gartner furnish certain information to its stockholders and the Securities and Exchange Commission and comply with the Securities and Exchange Commission's proxy rules in connection with meetings of the Gartner stockholders. Gartner believes that its purchase of shares under the tender offer will not result in the shares becoming eligible for deregistration under the Exchange Act.

### 13. LEGAL MATTERS; REGULATORY APPROVALS.

Except as described above, Gartner is not aware of any license or regulatory permit that appears material to its business that might be adversely affected by its acquisition of shares as contemplated by the tender offer or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic, foreign or supranational, that would be required for the acquisition of shares by Gartner as contemplated by the tender offer. Should any approval or other action be required, Gartner presently contemplates that it will seek that approval or other action. Gartner is unable to predict whether it will be required to delay the acceptance for payment of or payment for shares tendered under the tender offer pending the outcome of any such matter. There can be no assurance that any approval or other action, if needed, would be obtained or would be obtained without substantial cost or conditions or that the failure to obtain the approval or other action might not result in adverse consequences to its business and financial condition. The obligations of Gartner under the tender offer to accept for payment and pay for shares is subject to conditions. See Section 7.

### 14. U.S. FEDERAL INCOME TAX CONSEQUENCES.

The following describes the material United States federal income tax consequences relevant to the tender offer. This discussion is based upon the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), existing and proposed Treasury Regulations, administrative pronouncements and judicial decisions, changes to which could materially affect the tax consequences described herein and could be made on a retroactive basis.

This discussion deals only with shares held as capital assets and does not deal with all tax consequences that may be relevant to all categories of holders (such as financial institutions, dealers in securities or commodities, traders in securities who elect to apply a mark-to-market method of accounting, insurance companies, tax-exempt organizations, former citizens or residents of the United States or persons who hold shares as part of a hedge, straddle, constructive sale or conversion transaction). In particular, different rules may apply to shares received through the exercise of employee stock options or otherwise as compensation. This discussion does not address the state, local or foreign tax consequences of participating in the tender offer. Holders of shares should consult their tax advisors as to the particular consequences to them of participation in the tender offer.

A "Holder" means a beneficial holder of shares that is a citizen or resident of the United States, a corporation or a partnership created or organized under the laws of the United States or any State thereof, a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to make all substantial decisions, or an estate the income of which is subject to United States federal income taxation regardless of its source.

Holders of shares who are not United States holders ("foreign stockholders") should consult their tax advisors regarding the United States federal income tax consequences and any applicable foreign tax consequences of the tender offer and should also see Section 3 for a discussion of the applicable United States withholding rules and the potential for obtaining a refund of all or a portion of any tax withheld.

WE URGE STOCKHOLDERS TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF PARTICIPATING IN THE TENDER OFFER.

Non-Participation in the Tender Offer. Holders of shares who do not participate in the tender offer will not incur any tax liability as a result of the consummation of the tender offer.

Exchange of Shares Pursuant to the Tender Offer. An exchange of shares for cash pursuant to the tender offer will be a taxable transaction for United States federal income tax purposes. A Holder who participates in the tender offer will, depending on such Holder's particular circumstances, be treated either as recognizing gain or loss from the disposition of the shares or as receiving a distribution from us with respect to our stock.

Under Section 302 of the Code, a Holder will recognize gain or loss on an exchange of shares for cash if the exchange

- results in a "complete termination" of all such Holder's equity interest in us,
- results in a "substantially disproportionate" redemption with respect to such Holder, or
- is "not essentially equivalent to a dividend" with respect to the Holder.

In applying the Section 302 tests, a Holder must take account of shares that such Holder constructively owns under attribution rules, pursuant to which the Holder will be treated as owning shares owned by certain family members (except that in the case of a "complete termination" a Holder may, under certain circumstances, waive attribution from family members) and related entities and shares that the Holder has the right to acquire by exercise of an option. An exchange of shares for cash will be a substantially disproportionate redemption with respect to a Holder if the percentage of the then outstanding shares owned by such Holder immediately after the exchange is less than 80% of the percentage of the shares owned by such Holder immediately before the exchange. If an exchange of shares for cash fails to satisfy the "substantially disproportionate" test, the Holder may nonetheless satisfy the "not essentially equivalent to a dividend" test. An exchange of shares for cash will satisfy the "not essentially equivalent to a dividend" test if it results in a "meaningful reduction" of the Holder's equity interest in us given such Holder's particular facts and circumstances. The IRS has indicated in published rulings that a relatively minor reduction of the proportionate equity interest of a Holder whose relative equity interest is minimal (an interest of less than one percent should satisfy this requirement) and who does not exercise any control over or participate in the management of corporate affairs should be treated as "not essentially equivalent to a dividend." Holders should consult their tax advisors regarding the application of the rules of Section 302 in their particular circumstances.

If a Holder is treated as recognizing gain or loss from the disposition of the shares for cash, such gain or loss will be equal to the difference between the amount of cash received and such Holder's tax basis in the shares exchanged therefor. Any such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the holding period of the shares exceeds one year as of the date of the exchange.

If a Holder is not treated under the Section 302 tests as recognizing gain or loss on an exchange of shares for cash, the entire amount of cash received by such Holder pursuant to the exchange will be treated as a dividend to the extent of the Holder's allocable portion of our current and accumulated earnings and profits,

then, if and to the extent that the amounts so treated exceed our current and accumulated earnings and profits, as a return of capital to the extent of the Holder's basis in the shares exchanged, and thereafter as capital gain. Provided certain holding period requirements are satisfied, non-corporate Holders generally will be subject to U.S. federal income tax at a maximum rate of 15% on amounts treated as dividends. To the extent that a purchase of a Holder's shares by us in the tender offer is treated as the receipt by the Holder of a dividend, the Holder's remaining adjusted basis (reduced by the amount, if any, treated as a return of capital) in the purchased shares will be added to any shares retained by the Holder, subject, in the case of corporate stockholders, to reduction of basis or possible gain recognition under the "extraordinary dividend" provisions of the Code in an amount equal to the non-taxed portion of the dividend. To the extent that cash received in exchange for shares is treated as a dividend to a corporate Holder, (i) it will be eligible for a dividends-received deduction (subject to applicable limitations) and (ii) it will be subject to the "extraordinary dividend" provisions of the Code. Corporate Holders should consult their tax advisors concerning the availability of the dividends-received deduction and the application of the "extraordinary dividend" provisions of the Code given their particular circumstances.

We cannot predict whether or the extent to which the tender offer will be oversubscribed. If the tender offer is oversubscribed, proration of tenders pursuant to the tender offer will cause us to accept fewer shares than are tendered. Therefore, unless a Holder elects to make a conditional offer of shares (as described in Section 6 above), such Holder can be given no assurance that a sufficient number of such Holder's shares will be purchased pursuant to the tender offer to ensure that such purchase will be treated as a sale or exchange, rather than as a dividend, for federal income tax purposes pursuant to the rules discussed above.

See Section 3 with respect to the application of federal income tax withholding and backup withholding.

Savings and Investment Plan. No tax is due from Fidelity or from any participant upon any purchase of shares tendered by Fidelity from the Gartner Savings and Investment Plan.

WE HAVE INCLUDED THE DISCUSSION SET FORTH ABOVE FOR GENERAL INFORMATION ONLY. WE URGE STOCKHOLDERS TO CONSULT THEIR TAX ADVISOR TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TENDER OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.

#### 15. EXTENSION OF THE TENDER OFFER; TERMINATION; AMENDMENT.

Gartner expressly reserves the right, in its sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, at any time and from time to time, and regardless of whether or not any of the events set forth in Section 7 shall have occurred or shall be deemed by Gartner to have occurred, to:

- extend the period of time during which the tender offer is open for both classes of shares;
- extend the period of time during which the tender offer is open for one class of shares without extending the period of time during which the tender offer is open for the other class of shares; or
- extend the period of time during which the tender offer is open to different dates for each class of shares.

Any such extension would thereby delay acceptance for payment of, and payment for, any shares. Gartner would effect any such extension by giving oral or written notice of the extension to the depository and making a public announcement of the extension. Gartner also expressly reserves the right, in its sole discretion, to terminate the tender offer and not accept for payment or pay for any shares not theretofore 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 7 by giving oral or written notice of termination or postponement to the depository and making a public announcement of termination or postponement. Gartner's reservation of the right to delay payment for shares that it has accepted for payment is limited by Rule 13e-4(f)(5) promulgated under the Exchange Act, which requires that Gartner 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, Gartner further reserves the right, in its sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, and regardless of whether any of the events set forth in Section 7 shall have

occurred or shall be deemed by Gartner to have occurred, to amend the tender offer for either class of shares in any respect, including, without limitation, by decreasing or increasing the consideration offered in the tender offer to holders of shares or by decreasing or increasing the number of shares being sought in the tender offer. Amendments to the tender offer may be made at any time and from time to time effected by public announcement, the announcement, in the case of an extension, to 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 public announcement made under the tender offer will be disseminated promptly to stockholders in a manner reasonably designed to inform stockholders of the change. Without limiting the manner in which Gartner may choose to make a public announcement, except as required by applicable law, Gartner shall have no obligation to publish, advertise or otherwise communicate any public announcement other than by making a release through Business Wire.

If Gartner materially changes the terms of the tender offer for either class of shares or the information concerning the tender offer for such class, Gartner will extend the tender offer for such class to the extent required by Rules 13e-4(d)(2), 13e-4(e)(3) and 13e-4(f)(1) promulgated under the Exchange Act. These rules and certain related releases and interpretations of the Securities and Exchange Commission provide that the minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or information concerning the tender 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 the terms or information. If:

- Gartner increases or decreases the price to be paid for shares of either class or increases or decreases the number of shares of either class being sought in the tender offer and, if an increase in the number of shares being sought, such increase exceeds 2% of the outstanding shares of that class, and
- the tender 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 the notice of an increase or decrease is first published, sent or given to security holders in the manner specified in this Section 15,

the tender offer will be extended until the expiration of such ten business day period for such class.

Pursuant to the terms of the Silver Lake Stock Purchase Agreement, Silver Lake's consent is required for certain amendments to the terms of the tender offer. See Section 11.

#### 16. FEES AND EXPENSES.

Gartner has retained Goldman, Sachs & Co. to act as the dealer manager in connection with the tender offer. Goldman, Sachs & Co. will receive reasonable and customary compensation. Gartner also has agreed to indemnify Goldman, Sachs & Co. against certain liabilities in connection with the tender offer, including liabilities under the U.S. federal securities laws. Goldman, Sachs & Co. has rendered various investment banking and other services to Gartner and its affiliates in the past, and may continue to render these services, for which they have received, and may continue to receive, customary compensation from Gartner and its affiliates. In the ordinary course of its trading and brokerage activities, Goldman, Sachs & Co. and its affiliates may hold positions, for their own accounts or for those of their customers, in securities of Gartner.

Gartner has retained Georgeson Shareholder Communications, Inc. to act as information agent and Mellon Investor Services LLC to act as depository in connection with the tender offer. The information agent may contact holders of shares by mail, telephone, telegraph and in person, and may request brokers, dealers, commercial banks, trust companies and other nominee stockholders to forward materials relating to the tender offer to beneficial owners. The information agent and the depository each will receive reasonable and customary compensation for their respective services, will be reimbursed by Gartner for specified reasonable out-of-pocket expenses, and will be indemnified against certain liabilities in connection with the tender offer, including certain liabilities under the U.S. federal securities laws.

In connection with the tender offer, Fidelity, the trustee for the Gartner Savings and Investment Plan, may contact participants in the plan by mail, telephone, fax, and personal interviews. Fidelity receives reasonable and customary compensation for its services and is reimbursed for certain out-of-pocket expenses

pursuant to arrangements with Gartner to act as trustee for the plan. Under those arrangements, no separate fee is payable to Fidelity in connection with the tender offer.

No fees or commissions will be payable by Gartner to brokers, dealers, commercial banks or trust companies (other than fees to the dealer manager and the information agent, as described above) for soliciting tenders of shares under the tender offer. We urge stockholders holding shares through brokers or banks 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 depository. Gartner, however, upon request, will reimburse brokers, dealers, commercial banks and trust companies for customary mailing and handling expenses incurred by them in forwarding the tender 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 or trust company has been authorized to act as the agent of Gartner, the dealer manager, the information agent, the depository or the trustee for Gartner's employee plans for purposes of the tender offer. Gartner will pay or cause to be paid all stock transfer taxes, if any, on its purchase of shares, except as otherwise provided in this document and Instruction 9 in each letter of transmittal.

#### 17. MISCELLANEOUS.

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

Pursuant to Rule 13e-4(c)(2) under the Exchange Act, Gartner has filed with the Commission an Issuer Tender Offer Statement on Schedule T0, which contains additional information with respect to the tender offer. The Schedule T0, including the exhibits and any amendments and supplements thereto, may be examined, and copies may be obtained, at the same places and in the same manner as is set forth in Section 10 with respect to information concerning Gartner.

GARTNER HAS NOT AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON BEHALF OF GARTNER AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES IN THE TENDER OFFER. GARTNER HAS NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE TENDER OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTERS OF TRANSMITTAL. IF ANYONE MAKES ANY RECOMMENDATION OR REPRESENTATION TO YOU OR GIVES YOU ANY INFORMATION, YOU MUST NOT RELY UPON THAT RECOMMENDATION, REPRESENTATION OR INFORMATION AS HAVING BEEN AUTHORIZED BY GARTNER OR THE DEALER MANAGER.

June 22, 2004



The letters of transmittal and share certificates and any other required documents should be sent or delivered by each stockholder or that stockholder's broker, dealer, commercial bank, trust company or nominee to the depository at one of its addresses set forth below.

The depository for the tender offer is:

MELLON INVESTOR SERVICES LLC

BY MAIL:	BY HAND:	BY OVERNIGHT DELIVERY:
Mellon Investor Services LLC	Mellon Investor Services LLC	Mellon Investor Services LLC
Post Office Box 3301	120 Broadway, 13th Floor	85 Challenger Road
South Hackensack, NJ 07606	New York, NY, 10271	Mail Drop-Reorg
Attn: Reorganization	Attn: Reorganization	Ridgefield Park, NJ 07660
Department	Department	Attn: Reorganization
		Department

Please direct any questions or requests for assistance to the information agent or the dealer manager at their respective telephone numbers and addresses set forth below. Please direct requests for additional copies of this offer to purchase, the letters of transmittal or the notices of guaranteed delivery to the information agent at the telephone number and address set forth below. Stockholders also may contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning the tender offer. Please contact the depository to confirm delivery of shares.

The information agent for the tender offer is:

(GEORGESON SHAREHOLDER LOGO)

GEORGESON SHAREHOLDER COMMUNICATIONS INC.  
17 STATE STREET, 10TH FLOOR  
NEW YORK, NY 10004  
BANKS AND BROKERS CALL: (212) 440-9800  
ALL OTHERS CALL TOLL FREE: (888) 279-4024

The dealer manager for the tender offer is:

GOLDMAN, SACHS & CO.  
  
85 Broad Street  
New York, New York 10004  
Call: (212) 902-1000  
Call Toll Free: (800) 323-5678





DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN ONE OF THOSE SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST DELIVER THIS LETTER OF TRANSMITTAL TO THE DEPOSITARY. DELIVERIES TO GARTNER, INC. ("GARTNER"), GOLDMAN, SACHS & CO. (THE DEALER MANAGER FOR THE TENDER OFFER) OR GEORGESON SHAREHOLDER COMMUNICATIONS INC. (THE INFORMATION AGENT FOR THE TENDER OFFER) WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITARY. DELIVERY OF THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

YOU SHOULD USE THIS LETTER OF TRANSMITTAL IF YOU ARE CAUSING THE SHARES TO BE DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE DEPOSITARY TRUST COMPANY ("DTC," WHICH IS HEREINAFTER REFERRED TO AS THE "BOOK-ENTRY TRANSFER FACILITY") PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 3 OF THE OFFER TO PURCHASE. ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY'S SYSTEM MAY MAKE BOOK-ENTRY DELIVERY OF THE SHARES.

THE INFORMATION AGENT FOR THE TENDER OFFER IS:

GEORGESON SHAREHOLDER COMMUNICATIONS INC.

Georgeson Shareholder Communications Inc.  
Banks and Brokerage Firms Call: (212) 440-9800  
Stockholders Please Call Toll Free: (888) 279-4024  
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BEFORE COMPLETING THIS LETTER OF TRANSMITTAL, YOU SHOULD READ THIS LETTER OF TRANSMITTAL AND THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

You should use this letter of transmittal only if (1) you are also enclosing certificates for the class A shares you desire to tender, or (2) you intend to deliver certificates for such class A shares under a notice of guaranteed delivery previously sent to the depositary, or (3) you are delivering class A shares through a book-entry transfer into the depositary's account at the Depositary Trust Company (i.e., the book-entry transfer facility) in accordance with Section 3 of the offer to purchase.

If you desire to tender class A shares in the tender offer, but you cannot deliver the certificates for your class A shares and all other required documents to the depositary by the expiration date (as set forth in the offer to purchase), or cannot comply with the procedures for book-entry transfer on a timely basis, then you may tender your class A shares according to the guaranteed delivery procedures set forth in Section 3 of the offer to purchase. See Instruction 2. Delivery of the letter of transmittal and any other required documents to the book-entry transfer facility does not constitute delivery to the depositary.

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

Name(s) of Tendering Stockholder(s):  
-----

Date of Execution of Notice of Guaranteed Delivery:  
-----

Name of Institution that Guaranteed Delivery:  
-----

[ ] CHECK HERE IF ANY CERTIFICATES EVIDENCING THE CLASS A SHARES YOU ARE TENDERING WITH THIS LETTER OF TRANSMITTAL HAVE BEEN LOST, STOLEN, DESTROYED OR MUTILATED. IF YOU CHECK THIS BOX, YOU MUST COMPLETE AN AFFIDAVIT OF LOSS AND RETURN IT WITH YOUR LETTER OF TRANSMITTAL. YOU SHOULD CALL MELLON INVESTOR SERVICES LLC, THE TRANSFER AGENT, AT (800) 270-3449 TO GET INFORMATION ABOUT THE REQUIREMENTS FOR REPLACEMENT. YOU MAY BE REQUIRED TO POST A BOND TO SECURE AGAINST THE RISK THAT CERTIFICATES MAY BE SUBSEQUENTLY RECIRCULATED. PLEASE CALL MELLON INVESTOR SERVICES LLC IMMEDIATELY TO OBTAIN AN AFFIDAVIT OF LOSS, TO RECEIVE FURTHER INSTRUCTIONS ON HOW TO PROCEED, AND TO DETERMINE WHETHER YOU WILL NEED TO POST A BOND, SO THAT THE TIMELY PROCESSING OF THIS LETTER OF TRANSMITTAL WILL NOT BE IMPEDED. SEE INSTRUCTION 16.

[ ] CHECK HERE IF YOU ARE A FINANCIAL INSTITUTION THAT IS A PARTICIPATING INSTITUTION IN THE BOOK-ENTRY TRANSFER FACILITY'S SYSTEM AND YOU ARE DELIVERING THE TENDERED SHARES BY BOOK-ENTRY TRANSFER TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY AT THE BOOK-ENTRY TRANSFER FACILITY, AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Institution:

-----

Account Number:

-----

Transaction Code Number:

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

CHECK EXACTLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS A SHARES.

-----

CLASS A SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE  
TENDER OFFER  
(SEE INSTRUCTION 5)

The undersigned wants to maximize the chance of having Gartner purchase all class A shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class A shares and is willing to accept the purchase price determined by Gartner pursuant to the tender offer (the "purchase price for class A shares"). This action could result in receiving a price per class A share as low as \$12.50.

-- OR --

CLASS A SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class A shares at the price checked. This action could result in none of the class A shares being purchased if the purchase price for class A shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS A SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS A SHARES. You cannot tender the same class A shares at more than one price, unless you have previously validly withdrawn those class A shares tendered at a different price in accordance with Section 4 of the offer to purchase.

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

<input type="checkbox"/> \$12.50	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$12.70	<input type="checkbox"/> \$12.80	<input type="checkbox"/> \$12.90	<input type="checkbox"/> \$13.00
<input type="checkbox"/> \$13.10	<input type="checkbox"/> \$13.20	<input type="checkbox"/> \$13.30	<input type="checkbox"/> \$13.40	<input type="checkbox"/> \$13.50	

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS A SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX IN THIS FRAME.

ODD LOTS  
(SEE INSTRUCTION 6)

To be completed ONLY if class A shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class A shares.

On the date hereof, the undersigned either (check one box):

- is the beneficial or record owner of an aggregate of fewer than 100 class A shares and is tendering all of those class A shares, or
- is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, class A shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class A shares and is tendering all of such class A shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS A SHARES (CHECK ONE BOX):

- at the purchase price for class A shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the box under the heading "Class A Shares Tendered at Price Determined Pursuant to the Tender Offer"); or
- at the price per class A share indicated under the heading "Class A Shares Tendered at Price Determined by Stockholder."

CONDITIONAL TENDER  
(SEE INSTRUCTION 11)

A tendering stockholder may condition his or her tender of class A shares upon Gartner purchasing a specified minimum number of the class A shares tendered, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class A shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class A shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class A shares that Gartner must purchase from you if Gartner purchases any class A shares from you, Gartner will deem your tender unconditional.

The minimum number of class A shares that Gartner must purchase from me if Gartner purchases any class A shares from me, is:            class A shares.

If, because of proration, Gartner will not purchase the minimum number of class A shares from you that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class A shares. To certify that you are tendering all of the class A shares you own, check the box below.

The tendered class A shares represent all class A shares held by the undersigned.



SPECIAL PAYMENT INSTRUCTIONS  
(SEE INSTRUCTIONS 1 AND 10)

Complete this box ONLY if the check for the aggregate purchase price for class A shares purchased (less the amount of any federal income or backup withholding tax required to be withheld) and/or certificate for class A shares not tendered or not purchased are to be issued in the name of someone other than the undersigned, or if class A shares tendered hereby and delivered by book-entry transfer which are not purchased are to be returned by crediting them to an account at the book-entry transfer facility other than the account designated above.

CHECK ONE OR BOTH BOXES AS APPROPRIATE:

ISSUE CHECK TO:

ISSUE CLASS A SHARE CERTIFICATE TO:

Name: -----  
(PLEASE PRINT)

Address: -----  
-----  
-----  
-----  
(INCLUDE ZIP CODE)

-----  
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)  
(SEE SUBSTITUTE FORM W-9 INCLUDED HEREWITH)

CHECK and COMPLETE IF APPLICABLE:

Credit class A shares delivered by book-entry transfer and not purchased to the account set forth below:

Account Number: -----

SPECIAL DELIVERY INSTRUCTIONS  
(SEE INSTRUCTIONS 1 AND 10)

Complete this box ONLY if the check for the aggregate purchase price for class A shares purchased (less the amount of any federal income or backup withholding tax required to be withheld) and/or certificate for class A shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

CHECK ONE OR BOTH BOXES AS APPROPRIATE:

DELIVER CHECK TO:

DELIVER CLASS A SHARE CERTIFICATE TO:

Name: -----  
(PLEASE PRINT)

Address: -----  
-----  
-----  
-----  
(INCLUDE ZIP CODE)

-----  
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)  
(SEE SUBSTITUTE FORM W-9 INCLUDED HEREWITH)

Ladies and Gentlemen:

The undersigned hereby tenders to Gartner, Inc., a Delaware corporation ("Gartner"), the above-described shares of Gartner's class A common stock, par value \$.0005 per share, together with the associated preferred stock purchase rights issued under the Amended and Restated Stockholder Rights Plan dated as of August 31, 2002 with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003 (herein referred to as the "class A shares"). Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of any class A shares will also constitute a tender of the associated preferred stock purchase rights.

The tender of the class A shares is being made at the price per class A share indicated in this letter of transmittal, net to the seller in cash, without interest, on the terms and subject to the conditions set forth in this letter of transmittal and in Gartner's offer to purchase, dated June 22, 2004, receipt of which is hereby acknowledged.

Subject to and effective upon acceptance for payment of, and payment for, class A shares tendered with this letter of transmittal in accordance with the terms of the tender offer, the undersigned hereby (1) sells, assigns and transfers to or upon the order of Gartner all right, title and interest in and to all of the class A shares tendered hereby which are so accepted and paid for; (2) orders the registration of any class A shares tendered by book-entry transfer that are purchased under the tender offer to or upon the order of Gartner; and (3) appoints the depository as attorney-in-fact of the undersigned with respect to such class A shares, with the full knowledge that the depository also acts as the agent of Gartner, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to perform the following functions:

(a) deliver certificates for class A shares, or transfer ownership of such class A 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 Gartner, upon receipt by the depository, as the undersigned's agent, of the purchase price for class A shares;

(b) present certificates for such shares for cancellation and transfer on Gartner's books; and

(c) receive all benefits and otherwise exercise all rights of beneficial ownership of such class A shares, subject to the next paragraph, all in accordance with the terms of the tender offer.

The undersigned understands that Gartner will, upon the terms and subject to the conditions of the tender offer, determine a single per share price, not greater than \$13.50 nor less than \$12.50 per class A share (the "purchase price for class A shares"), which it will pay for class A shares validly tendered and not validly withdrawn pursuant to the tender offer, after taking into account the number of class A shares so tendered and the prices specified by tendering stockholders. The undersigned understands that Gartner will select the lowest purchase price that will allow it to purchase 11,298,630 class A shares or, if a lesser number of class A shares is validly tendered and not validly withdrawn, all such class A shares that are validly tendered and not validly withdrawn. The undersigned further understands that Gartner reserves the right to purchase more than 11,298,630 class A shares pursuant to the tender offer, subject to certain limitations and legal requirements as set forth in the tender offer. Gartner will purchase all class A shares validly tendered at or below the purchase price for class A shares and not validly withdrawn, subject to the conditions of the tender offer and the "odd lot" priority, proration and conditional tender provisions described in the offer to purchase. The undersigned understands that all stockholders whose class A shares are purchased by Gartner will receive the same purchase price for each class A share purchased in the tender offer.

The undersigned hereby covenants, represents and warrants to Gartner that:

(a) the undersigned has a net long position in the class A shares at least equal to the number of class A shares being tendered within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is tendering the class A shares in compliance with Rule 14e-4 under the Exchange Act;

(b) has full power and authority to tender, sell, assign and transfer the class A shares tendered hereby;

(c) when and to the extent Gartner accepts the class A shares for purchase, Gartner will acquire good and marketable title to them, free and clear of all security interests, liens, restrictions, claims, charges, encumbrances,

conditional sales agreements or other obligations relating to their sale or transfer, and the class A shares will not be subject to any adverse claims or rights;

(d) the undersigned will, upon request, execute and deliver any additional documents deemed by the depositary or Gartner to be necessary or desirable to complete the sale, assignment and transfer of the class A shares tendered hereby and accepted for purchase; and

(e) the undersigned has read and agrees to all of the terms of the tender offer.

The undersigned understands that tendering of class A shares under any one of the procedures described in Section 3 of the offer to purchase and in the Instructions to this letter of transmittal will constitute an agreement between the undersigned and Gartner upon the terms and subject to the conditions of the tender offer. The undersigned acknowledges that under no circumstances will Gartner pay interest on the purchase price for class A shares.

The undersigned recognizes that under certain circumstances set forth in the offer to purchase, Gartner may terminate or amend the tender offer; or may postpone the acceptance for payment of, or the payment for, class A shares tendered, or may accept for payment fewer than all of the class A shares tendered hereby. The undersigned understands that certificate(s) for any class A shares not tendered or not purchased will be returned to the undersigned at the address indicated above.

THE NAMES AND ADDRESSES OF THE REGISTERED HOLDERS SHOULD BE PRINTED, IF THEY ARE NOT ALREADY PRINTED ABOVE, EXACTLY AS THEY APPEAR ON THE CERTIFICATES REPRESENTING CLASS A SHARES TENDERED HEREBY. THE CERTIFICATE NUMBERS, THE NUMBER OF CLASS A SHARES REPRESENTED BY SUCH CERTIFICATES, AND THE NUMBER OF CLASS A SHARES THAT THE UNDERSIGNED WISHES TO TENDER, SHOULD BE SET FORTH IN THE APPROPRIATE BOXES ABOVE.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the aggregate purchase price for class A shares purchased (less the amount of any federal income or backup withholding tax required to be withheld), and/or return any class A shares not tendered or not purchased, in the name(s) of the undersigned or, in the case of class A shares tendered by book-entry transfer, by credit to the account at the book-entry transfer facility designated above. Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the aggregate purchase price for class A shares purchased (less the amount of any federal income or backup withholding tax required to be withheld), and any certificates for class A shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both the "Special Payment Instructions" and the "Special Delivery Instructions" are completed, please issue the check for the aggregate purchase price for class A shares purchased (less the amount of any federal income or backup withholding tax required to be withheld, and the amount, if any, of any stock transfer taxes not paid by Gartner) and/or return any class A shares not tendered or not purchased in the name(s) of, and mail said check and any certificates to, the person(s) so indicated.

The undersigned recognizes that Gartner has no obligation, under the Special Payment Instructions, to transfer any certificate for class A shares from the name of its registered holder, or to order the registration or transfer of class A shares tendered by book-entry transfer, if Gartner purchases none of the class A shares represented by such certificate or tendered by such book-entry transfer.

All authority conferred or agreed to be conferred in this letter of transmittal shall survive the death or incapacity of the undersigned and any obligations or duties of the undersigned under this letter of transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the offer to purchase, this tender is irrevocable.

STOCKHOLDER(S) SIGN HERE  
(SEE INSTRUCTIONS 1 AND 8)  
(PLEASE ALSO COMPLETE SUBSTITUTE FORM W-9 OR THE APPROPRIATE FORM W-8)

Must be signed by registered holder(s) exactly as name(s) appear(s) on class A share certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by class A share certificates and documents transmitted herewith. If a signature is by an officer on behalf of a corporation or by an executor, administrator, trustee, guardian, attorney-in-fact, agent or other person acting in a fiduciary or representative capacity, please provide full title and see Instruction 8.

-----  
-----  
SIGNATURE(S) OF STOCKHOLDER(S)

Dated:

-----, 2004

Name(s) -----

-----  
PLEASE PRINT

Capacity (full title):  
-----

Address:  
-----

-----  
PLEASE INCLUDE ZIP CODE

(Area Code) Telephone Number:  
-----

Taxpayer Identification or  
Social Security No.:  
-----

GUARANTEE OF SIGNATURE(S)  
(IF REQUIRED, SEE INSTRUCTIONS 1 AND 8)

Authorized Signature  
-----

Name(s)  
-----

Name of Firm  
-----

Address  
-----

Address Line 2  
-----

(Area Code) Telephone No.  
-----

Dated:

-----, 2004

INSTRUCTIONS TO LETTER OF TRANSMITTAL  
FORMING PART OF THE TERMS OF THE TENDER OFFER

1. **GUARANTEE OF SIGNATURES.** Except as otherwise provided in this Instruction, all signatures on this letter of transmittal must be guaranteed by a financial institution that is a participant in 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 (an "Eligible Institution"). Signatures on this letter of transmittal need not be guaranteed if either (a) this letter of transmittal is signed by the registered holder(s) of the class A shares (which term, for purposes of this letter of transmittal, shall include any participant in the book-entry transfer facility whose name appears on a security position listing as the owner of class A shares) tendered herewith and such holder(s) have not completed either the box entitled "Special Payment Instructions" or "Special Delivery Instructions" in this letter of transmittal; or (b) such class A shares are tendered for the account of an Eligible Institution. See Instruction 8. You may also need to have any certificates you deliver endorsed or accompanied by a stock power, and the signatures on these documents may also need to be guaranteed. See Instruction 8.

2. **DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES.** You should use this letter of transmittal only if you are (a) forwarding certificates with this letter of transmittal, (b) going to deliver certificates under a notice of guaranteed delivery previously sent to the depository, or (c) causing the class A shares to be delivered by book-entry transfer pursuant to the procedures set forth in Section 3 of the offer to purchase. In order for you to validly tender class A shares, the depository must receive certificates for all physically tendered class A shares, or a confirmation of a book-entry transfer of all class A shares delivered electronically into the depository's account at the book-entry transfer facility, together in each case with a properly completed and duly executed letter of transmittal, or an Agent's Message in connection with book-entry transfer, and any other documents required by this letter of transmittal, at one of its addresses set forth in this letter of transmittal by the expiration date (as defined in the offer to purchase).

The term "Agent's Message" means a message transmitted by the book-entry transfer facility to, and received by, the depository, which states that the book-entry transfer facility has received an express acknowledgment from the participant in the book-entry transfer facility tendering the class A shares, that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that Gartner may enforce this agreement against the participant.

**Guaranteed Delivery.** If you cannot deliver your class A shares and all other required documents to the depository by the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, you may tender your class A shares, pursuant to the guaranteed delivery procedure described in Section 3 of the offer to purchase, by or through any Eligible Institution. To comply with the guaranteed delivery procedure, you must (1) properly complete and duly execute a notice of guaranteed delivery substantially in the form provided to you by Gartner, specifying the price at which you are tendering your class A shares, including (where required) a Signature Guarantee by an Eligible Institution in the form set forth in the notice of guaranteed delivery; (2) arrange for the depository to receive the notice of guaranteed delivery by the expiration date; and (3) ensure that the depository receives the certificates for all physically tendered class A shares or book-entry confirmation of electronic delivery of class A shares, as the case may be, together with a properly completed and duly executed letter of transmittal with any required signature guarantees or an Agent's Message, and all other documents required by this letter of transmittal, within three New York Stock Exchange, Inc. trading days after receipt by the depository 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, facsimile transmission or mail to the depository and must include, if necessary, a guarantee by an eligible guarantor institution in the form set forth in such notice. For class A shares to be tendered validly under the guaranteed delivery procedure, the depository must receive the notice of guaranteed delivery before the expiration date.

THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR CLASS A SHARES, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF YOU CHOOSE TO DELIVER THE DOCUMENTS BY MAIL, WE RECOMMEND THAT YOU USE REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED. IN ALL CASES, PLEASE ALLOW SUFFICIENT TIME TO ASSURE DELIVERY.

Except as specifically permitted by Section 6 of the offer to purchase, Gartner will not accept any alternative, conditional or contingent tenders, nor will it purchase any fractional class A shares. By executing this letter of transmittal, you waive any right to receive any notice of the acceptance for payment of your tendered class A shares.

3. INADEQUATE SPACE. If the space provided in the box captioned "Description of Class A Shares Tendered" is inadequate, then you should list the certificate numbers, the number of class A shares represented by the certificate(s) and the number of class A shares tendered with respect to each certificate on a separate signed schedule attached to this letter of transmittal.

4. PARTIAL TENDERS AND UNPURCHASED CLASS A SHARES. (Not applicable to stockholders who tender by book-entry transfer.) If you wish to tender (i.e., offer to sell) fewer than all of the class A shares evidenced by any certificate(s) that you deliver to the depository, fill in the number of class A shares that you wish to tender in the column entitled "Number of Class A Shares Tendered." In this case, if Gartner purchases some but not all of the class A shares that you tender, Gartner will issue to you a new certificate for the unpurchased class A shares. The new certificate will be sent to the registered holder(s) as promptly as practicable after the expiration date. Unless you indicate otherwise, all class A shares represented by the certificate(s) listed and delivered to the depository will be deemed to have been tendered. In the case of class A shares tendered by book-entry transfer at the book-entry transfer facility, any tendered but unpurchased class A shares will be credited to the appropriate account maintained by the tendering stockholder at the book-entry transfer facility. In each case, class A shares will be returned or credited without expense to the stockholder.

5. INDICATION OF PRICE AT WHICH CLASS A SHARES ARE BEING TENDERED. In order to validly tender your class A shares by this letter of transmittal, you must either:

a. check the box under "CLASS A SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE TENDER OFFER" in order to maximize the chance of having Gartner purchase all of the class A shares that you tender (subject to the possibility of proration); OR

b. check one of the boxes indicating the price per class A share at which you are tendering class A shares in the section entitled "CLASS A SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER."

YOU MUST CHECK ONE, AND ONLY ONE, BOX. If you check more than one box or no boxes, then you will be deemed not to have validly tendered your class A shares. IF YOU WISH TO TENDER PORTIONS OF YOUR DIFFERENT CLASS A SHARE HOLDINGS AT DIFFERENT PRICES, YOU MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH YOU WISH TO TENDER EACH SUCH PORTION OF YOUR CLASS A SHARE HOLDINGS. You cannot tender the same class A shares at more than one price (unless, prior to tendering previously tendered class A shares at a new price, you validly withdrew those class A shares in accordance with Section 4 of the offer to purchase).

By checking the box under "Class A Shares Tendered at Price Determined Pursuant to the Tender Offer" you agree to accept the purchase price for class A shares resulting from the tender offer process, which may be as low as \$12.50 and as high as \$13.50 per class A share. By checking a box under "Class A Shares Tendered at Price Determined by Stockholder," you acknowledge that doing so could result in none of the class A shares you tender being purchased if the purchase price for class A shares turns out to be less than the price you selected.

6. ODD LOTS. As described in Section 1 of the offer to purchase, if Gartner purchases fewer than all class A shares properly tendered before the expiration date and not properly withdrawn, Gartner will first purchase all class A shares tendered by any stockholder who (a) owns, beneficially or of record, an aggregate of fewer than 100 class A shares, and (b) tenders all of his or her class A shares at or below the purchase price for class A shares. You will only receive this preferential treatment if you own fewer than 100 class A shares and tender ALL of the class A shares you own at or below the purchase price for class A shares. Even if you otherwise qualify for "odd lot" preferential treatment, you will not receive such preference unless you complete the section entitled "Odd Lots" in this letter of transmittal.

7. ORDER OF PURCHASE IN THE EVENT OF PRORATION. As described in Section 1 of the offer to purchase, stockholders may specify the order in which their class A shares are to be purchased in the event that, as a result of proration or otherwise, Gartner purchases some but not all of the tendered class A shares pursuant to the terms of the tender offer. The order of purchase may have an effect on the federal income tax treatment of any gain or loss on the class A shares that Gartner purchases. See Sections 1, 6 and 14 of the offer to purchase.

8. SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS.

a. EXACT SIGNATURES. If this letter of transmittal is signed by the registered holder(s) of the class A 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. JOINT HOLDERS. If the class A shares are registered in the names of two or more persons, ALL such persons must sign this letter of transmittal.

c. DIFFERENT NAMES ON CERTIFICATES. If any tendered class A shares are registered in different names on several certificates, you must complete, sign and submit as many separate letters of transmittal as there are different registrations of certificates.

d. ENDORSEMENTS. If this letter of transmittal is signed by the registered holder(s) of the class A shares tendered hereby, no endorsements of certificate(s) representing such class A shares or separate stock powers are required unless payment of the purchase price for class A shares is to be made, or the certificates for class A shares not tendered or tendered but not purchased are to be issued, to a person other than the registered holder(s).

SIGNATURE(S) ON ANY SUCH CERTIFICATE(S) OR STOCK POWERS MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION.

If this letter of transmittal is signed by a person other than the registered holder(s) of the class A shares tendered hereby, or if payment is to be made to a person other than the registered holder(s), the certificate(s) for the class A shares must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificate(s) for such class A shares, and the signature(s) on such certificates or stock power(s) must be guaranteed by an Eligible Institution. See Instruction 1.

If this letter of transmittal or any certificate or stock power is 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 and must submit to the depository evidence satisfactory to Gartner that such person has authority so to act.

9. STOCK TRANSFER TAXES. Except as provided in this Instruction 9, no stock transfer tax stamps or funds to cover such stamps need to accompany this letter of transmittal. Gartner will pay or cause to be paid any stock transfer taxes payable on the transfer to it of class A shares purchased under the tender offer. If, however:

a. payment of the purchase price for class A shares is to be made to any person other than the registered holder(s);

b. certificate(s) for class A shares not tendered or tendered but not purchased are to be returned in the name of and to any person other than the registered holder(s) of such class A shares; OR

c. tendered certificates are registered in the name of any person(s) other than the person(s) signing this letter of transmittal,

then the depository will deduct from the purchase price for class A shares 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 of cash or stock thereby made to such person, unless satisfactory evidence of the payment of such taxes or an exemption from them is submitted with this letter of transmittal.

10. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If any of the following conditions holds:

a. check(s) for the purchase price for class A shares purchased pursuant to the tender offer are to be issued to a person other than the person(s) signing this letter of transmittal; or

b. check(s) for the purchase price of class A shares are to be sent to any person other than the person signing this letter of transmittal, or to the person signing this letter of transmittal, but at a different address; or

c. certificates for any class A shares not tendered, or tendered but not purchased, are to be returned to and in the name of a person other than the person(s) signing this letter of transmittal,

then, in each such case, you must complete the boxes captioned "Special Payment Instructions" and/or "Special Delivery Instructions" as applicable in this letter of transmittal and make sure that the signatures herein are guaranteed as described in Instructions 1 and 8.

11. CONDITIONAL TENDERS. As described in Section 6 of the offer to purchase, stockholders may condition their tenders on Gartner purchasing all of their class A shares, or specify a minimum number of class A shares that Gartner must purchase for the tender of any of their class A shares to be effective. If you wish to make a conditional tender you

must indicate this choice in the box entitled "Conditional Tender" in this letter of transmittal or, if applicable, the notice of guaranteed delivery; and you must calculate and appropriately indicate, in the space provided, the minimum number of class A shares that Gartner must purchase if Gartner purchases any class A shares.

As discussed in Sections 1 and 6 of the offer to purchase, proration may affect whether Gartner accepts conditional tenders. Proration may result in all of the class A shares tendered pursuant to a conditional tender being deemed to have been withdrawn, if Gartner could not purchase the minimum number of class A shares required to be purchased by the tendering stockholder due to proration. If, because of proration, Gartner will not purchase the minimum number of class A shares that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, you must have tendered all of your class A shares and must have checked the box so indicating. Upon selection by random lot, if any, Gartner will limit its purchase in each case to the designated minimum number of class A shares.

If you are an "odd lot" holder and you tender all of your class A shares, you cannot conditionally tender, since your class A shares will not be subject to proration.

All tendered class A shares will be deemed unconditionally tendered unless the "Conditional Tender" box is checked and appropriately completed. When deciding whether to tender class A shares conditionally, we urge each stockholder to consult his or her own tax advisor.

**12. TAX IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.** Under the federal income tax laws, the depository will be required to withhold 28% of the amount of any payments made to certain stockholders pursuant to the tender offer. In order to avoid such backup withholding, each tendering stockholder that is a U.S. person (including a U.S. resident alien) must provide the depository with such stockholder's correct taxpayer identification number by completing the Substitute Form W-9 set forth below.

In general, if a stockholder is an individual, the taxpayer identification number is the social security number of such individual. If the depository is not provided with the correct taxpayer identification number, the stockholder may be subject to a \$50 penalty imposed by the Internal Revenue Service and payments that are made to such stockholder pursuant to the tender offer may be subject to backup withholding. Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the depository that a foreign individual qualifies as an exempt recipient, such stockholder must submit the appropriate IRS Form W-8, signed under penalties of perjury, attesting to that individual's exempt status. You can obtain a copy of the appropriate Form W-8 from the depository.

For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if class A shares are held in more than one name), consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Failure to complete the Substitute Form W-9 or the appropriate Form W-8 will not, by itself, cause class A shares to be deemed invalidly tendered, but may require the depository to withhold 28% of the amount of any payments made pursuant to the tender offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, the taxpayer may obtain a refund, provided that the required information is furnished to the Internal Revenue Service.

**NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 (OR APPROPRIATE FORM W-8) MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

Unless Gartner determines that a reduced rate of withholding is applicable pursuant to a tax treaty or that an exemption from withholding is applicable because gross proceeds paid pursuant to the tender offer are effectively connected with the conduct of a trade or business within the United States, Gartner will be required to withhold federal income tax at a rate of 30% from such gross proceeds paid to a foreign stockholder or his agent. For this purpose, a foreign



stockholder is any stockholder that is not (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States, (iii) a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to make all substantial decisions, or (iv) an estate the income of which is subject to United States federal income taxation regardless of its source. A foreign stockholder may be eligible to file for a refund of such tax or a portion of such tax if such stockholder meets the "complete redemption," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described in the offer to purchase under the caption "The Tender Offer -- 14. U.S. Federal Income Tax Consequences" or if such stockholder is entitled to a reduced rate of withholding pursuant to a treaty and Gartner withheld at a higher rate.

In order to obtain a reduced rate of withholding under a tax treaty, a foreign stockholder must deliver to the depository, before the payment, a properly completed and executed statement claiming such an exemption or reduction on Form W-8BEN (or other appropriate Form W-8). A stockholder can obtain the appropriate Form W-8 from the depository. In order to claim an exemption from withholding on the grounds that gross proceeds paid pursuant to the tender offer are effectively connected with the conduct of a trade or business within the United States, a foreign stockholder must deliver to the depository a properly executed statement claiming exemption on Form W-8ECI. A stockholder can obtain such form from the depository. We urge foreign stockholders to consult their own tax advisors regarding the application of federal income tax withholding, including eligibility for a withholding tax reduction or exemption and the refund procedure.

13. IRREGULARITIES. Gartner will determine in its sole discretion all questions as to the purchase price for class A shares, the number of class A shares to accept, and the validity, eligibility (including time of receipt), and acceptance for payment of any tender of class A shares. Any such determinations will be final and binding on all parties. Gartner reserves the absolute right to reject any or all tenders of class A shares it determines not be in proper form or the acceptance of which or payment for which may, in the opinion of Gartner, be unlawful. Gartner also reserves the absolute right, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, to waive any of the conditions of the tender offer and any defect or irregularity in the tender of any particular class A shares, and Gartner's interpretation of the terms of the tender offer, including these instructions, will be final and binding on all parties. No tender of class A shares will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as Gartner shall determine. None of Gartner, the dealer manager (as defined in the offer to purchase), the depository, 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.

14. QUESTIONS; REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES. Please direct any questions or requests for assistance or for additional copies of the offer to purchase, the letter of transmittal or the notice of guaranteed delivery to the information agent at the telephone number and address set forth below. You may also contact the dealer manager or your broker, dealer, commercial bank or trust company for assistance concerning the tender offer.

15. STOCK OPTION PLANS. If you hold vested options in Gartner's stock option plans, then you may exercise such vested options by paying the cash exercise price and receiving class A shares which you may then tender in accordance with the terms of the tender offer.

16. LOST, STOLEN, DESTROYED OR MUTILATED CERTIFICATES. If any certificate representing any class A shares has been lost, stolen, destroyed or mutilated, you should notify Mellon Investor Services LLC, the transfer agent for the class A shares, by calling (800) 270-3449 and asking for instructions on obtaining replacement certificate(s) at the address specified on the cover of this letter of transmittal. Mellon Investor Services LLC will require you to complete an affidavit of loss and return it to Mellon Investor Services LLC. You will then be instructed by Mellon Investor Services LLC as to the steps you must take in order to replace the certificate. You may be required to post a bond to secure against the risk that the certificate may be subsequently recirculated.

We cannot process this letter of transmittal and related documents until you have followed the procedures for replacing lost, stolen, destroyed or mutilated certificates. We urge you to contact the transfer agent, Mellon Investor Services LLC, immediately, in order to receive further instructions, for a determination as to whether you will need to post a bond, and to permit timely processing of this documentation.

IMPORTANT: THE DEPOSITARY MUST RECEIVE THIS LETTER OF TRANSMITTAL (TOGETHER WITH CERTIFICATE(S) FOR CLASS A SHARES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR, IF APPLICABLE, THE NOTICE OF GUARANTEED DELIVERY, BEFORE THE EXPIRATION DATE.



COMPLETE THE FOLLOWING CERTIFICATION IF YOU WROTE "APPLIED FOR"  
INSTEAD OF INCLUDING A TIN ON THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all reportable payments made to me will be withheld.

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SIGN                      Signature of                      Date (right arrow)  
HERE                      U.S. person (right arrow)

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

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER FOR THE PAYEE (YOU) 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. All "Section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

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actual owner  
of account)  
the account  
or, if  
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funds, the  
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individual on  
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Custodian  
account of a  
minor The  
minor(2)  
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to Minors  
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Form 8832 9.  
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religious,  
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charitable,  
educational,  
or other tax-  
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Partnership  
or multi-  
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as a state or  
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prison) that  
receives  
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- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).
- (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

PAGE 2

OBTAINING A NUMBER

If you do not have a taxpayer identification number, apply for one immediately. To apply for a SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for a TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1 (800) TAX-FORM, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding include:

1. An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7) if the account satisfies the requirements of Section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under Section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian.
15. A trust exempt from tax under Section 664 or described in Section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

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EXEMPT PAYEES SHOULD COMPLETE A SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. Furnish your taxpayer identification number, check the appropriate box for your status, check the "Exempt from backup withholding" box, sign and date the form and return it to the payer. Foreign payees who are not subject to backup withholding should complete an appropriate Form W-8 and return it to the payer.

PRIVACY ACT NOTICE. Section 6109 requires you to provide your correct taxpayer identification number to payers who must file information returns with the IRS to report interest, dividends, and certain other income paid to you to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your return and may also provide this information to various government agencies for tax enforcement or litigation purposes and to cities, states, and the District of Columbia to carry out their tax laws, and may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, 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) FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish your correct 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 that results in no backup withholding, you are subject to a \$500 penalty.
  - (3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Willfully 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.



The letter of transmittal and certificates for class A shares and any other required documents should be sent or delivered by each tendering stockholder or its broker, dealer, commercial bank, trust company or other nominee to the depositary at one of its addresses set forth above.

Any questions or requests for assistance or for additional copies of the offer to purchase, the letter of transmittal or the notice of guaranteed delivery may be directed to the information agent at the telephone number and address set forth below. You may also contact the dealer manager or your broker, dealer, commercial bank or trust company for assistance concerning the tender offer. To confirm delivery of your class A shares, please contact the depositary.

THE INFORMATION AGENT FOR THE TENDER OFFER IS:

Georgeson Shareholder Communications Inc.

Georgeson Shareholder Communications Inc.  
Banks and Brokerage Firms Call: (212) 440-9800  
Stockholders Please Call Toll Free: (888) 279-4024

THE DEALER MANAGER FOR THE TENDER OFFER IS:

Goldman, Sachs & Co.

Goldman, Sachs & Co.  
85 Broad Street  
New York, New York 10004  
(212) 902-1000 (Call Collect)  
(800) 323-5678 (Call Toll Free)





DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN ONE OF THOSE SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST DELIVER THIS LETTER OF TRANSMITTAL TO THE DEPOSITARY. DELIVERIES TO GARTNER, INC. ("GARTNER"), GOLDMAN, SACHS & CO. (THE DEALER MANAGER FOR THE TENDER OFFER) OR GEORGESON SHAREHOLDER COMMUNICATIONS INC. (THE INFORMATION AGENT FOR THE TENDER OFFER) WILL NOT BE FORWARDED TO THE DEPOSITARY AND THEREFORE WILL NOT CONSTITUTE VALID DELIVERY TO THE DEPOSITARY. DELIVERY OF THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

YOU SHOULD USE THIS LETTER OF TRANSMITTAL IF YOU ARE CAUSING THE SHARES TO BE DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT THE DEPOSITARY TRUST COMPANY ("DTC," WHICH IS HEREINAFTER REFERRED TO AS THE "BOOK-ENTRY TRANSFER FACILITY") PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 3 OF THE OFFER TO PURCHASE. ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY'S SYSTEM MAY MAKE BOOK-ENTRY DELIVERY OF THE SHARES.

THE INFORMATION AGENT FOR THE TENDER OFFER IS:

GEORGESON SHAREHOLDER COMMUNICATIONS INC.

Georgeson Shareholder Communications Inc.  
Banks and Brokerage Firms Call: (212) 440-9800  
Stockholders Please Call Toll Free: (888) 279-4024  
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BEFORE COMPLETING THIS LETTER OF TRANSMITTAL, YOU SHOULD READ THIS LETTER OF TRANSMITTAL AND THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

You should use this letter of transmittal only if (1) you are also enclosing certificates for the class B shares you desire to tender, or (2) you intend to deliver certificates for such class B shares under a notice of guaranteed delivery previously sent to the depositary, or (3) you are delivering class B shares through a book-entry transfer into the depositary's account at the Depositary Trust Company (i.e., the book-entry transfer facility) in accordance with Section 3 of the offer to purchase.

If you desire to tender class B shares in the tender offer, but you cannot deliver the certificates for your class B shares and all other required documents to the depositary by the expiration date (as set forth in the offer to purchase), or cannot comply with the procedures for book-entry transfer on a timely basis, then you may tender your class B shares according to the guaranteed delivery procedures set forth in Section 3 of the offer to purchase. See Instruction 2. Delivery of the letter of transmittal and any other required documents to the book-entry transfer facility does not constitute delivery to the depositary.

[ ] CHECK HERE IF YOU ARE DELIVERING TENDERED CLASS B SHARES PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT YOU PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s):  
-----

Date of Execution of Notice of Guaranteed Delivery:  
-----

Name of Institution that Guaranteed Delivery:  
-----

[ ] CHECK HERE IF ANY CERTIFICATES EVIDENCING THE CLASS B SHARES YOU ARE TENDERING WITH THIS LETTER OF TRANSMITTAL HAVE BEEN LOST, STOLEN, DESTROYED OR MUTILATED. IF YOU CHECK THIS BOX, YOU MUST COMPLETE AN AFFIDAVIT OF LOSS AND RETURN IT WITH YOUR LETTER OF TRANSMITTAL. YOU SHOULD CALL MELLON INVESTOR SERVICES LLC, THE TRANSFER AGENT, AT (800) 270-3449 TO GET INFORMATION ABOUT THE REQUIREMENTS FOR REPLACEMENT. YOU MAY BE REQUIRED TO POST A BOND TO SECURE AGAINST THE RISK THAT CERTIFICATES MAY BE SUBSEQUENTLY RECIRCULATED. PLEASE CALL MELLON INVESTOR SERVICES LLC IMMEDIATELY TO OBTAIN AN AFFIDAVIT OF LOSS, TO RECEIVE FURTHER INSTRUCTIONS ON HOW TO PROCEED, AND TO DETERMINE WHETHER YOU WILL NEED TO POST A BOND, SO THAT THE TIMELY PROCESSING OF THIS LETTER OF TRANSMITTAL WILL NOT BE IMPEDED. SEE INSTRUCTION 16.

[ ] CHECK HERE IF YOU ARE A FINANCIAL INSTITUTION THAT IS A PARTICIPATING INSTITUTION IN THE BOOK-ENTRY TRANSFER FACILITY'S SYSTEM AND YOU ARE DELIVERING THE TENDERED SHARES BY BOOK-ENTRY TRANSFER TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY AT THE BOOK-ENTRY TRANSFER FACILITY, AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Institution:

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Account Number:

-----

Transaction Code Number:

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

CHECK EXACTLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS B SHARES.

-----

CLASS B SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE  
TENDER OFFER  
(SEE INSTRUCTION 5)

The undersigned wants to maximize the chance of having Gartner purchase all class B shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class B shares and is willing to accept the purchase price determined by Gartner pursuant to the tender offer (the "purchase price for class B shares"). This action could result in receiving a price per class B share as low as \$12.50.

-- OR --

CLASS B SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class B shares at the price checked. This action could result in none of the class B shares being purchased if the purchase price for class B shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS B SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS B SHARES. You cannot tender the same class B shares at more than one price, unless you have previously validly withdrawn those class B shares tendered at a different price in accordance with Section 4 of the offer to purchase.

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

<input type="checkbox"/> \$12.50	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$12.70	<input type="checkbox"/> \$12.80	<input type="checkbox"/> \$12.90	<input type="checkbox"/> \$13.00
<input type="checkbox"/> \$13.10	<input type="checkbox"/> \$13.20	<input type="checkbox"/> \$13.30	<input type="checkbox"/> \$13.40	<input type="checkbox"/> \$13.50	

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS B SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX IN THIS FRAME.

ODD LOTS  
(SEE INSTRUCTION 6)

To be completed ONLY if class B shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class B shares.

On the date hereof, the undersigned either (check one box):

- is the beneficial or record owner of an aggregate of fewer than 100 class B shares and is tendering all of those class B shares, or
- is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, class B shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class B shares and is tendering all of such class B shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS B SHARES (CHECK ONE BOX):

- at the purchase price for class B shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the box under the heading "Class B Shares Tendered at Price Determined Pursuant to the Tender Offer"); or
- at the price per class B share indicated under the heading "Class B Shares Tendered at Price Determined by Stockholder."

CONDITIONAL TENDER  
(SEE INSTRUCTION 11)

A tendering stockholder may condition his or her tender of class B shares upon Gartner purchasing a specified minimum number of the class B shares tendered, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class B shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class B shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class B shares that Gartner must purchase from you if Gartner purchases any class B shares from you, Gartner will deem your tender unconditional.

The minimum number of class B shares that Gartner must purchase from me if Gartner purchases any class B shares from me, is:                      class B shares.

If, because of proration, Gartner will not purchase the minimum number of class B shares from you that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class B shares. To certify that you are tendering all of the class B shares you own, check the box below.

The tendered class B shares represent all class B shares held by the undersigned.



SPECIAL PAYMENT INSTRUCTIONS  
(SEE INSTRUCTIONS 1 AND 10)

Complete this box ONLY if the check for the aggregate purchase price for class B shares purchased (less the amount of any federal income or backup withholding tax required to be withheld) and/or certificate for class B shares not tendered or not purchased are to be issued in the name of someone other than the undersigned, or if class B shares tendered hereby and delivered by book-entry transfer which are not purchased are to be returned by crediting them to an account at the book-entry transfer facility other than the account designated above.

CHECK ONE OR BOTH BOXES AS APPROPRIATE:

ISSUE CHECK TO:

ISSUE CLASS B SHARE CERTIFICATE TO:

Name: -----  
(PLEASE PRINT)

Address: -----  
-----  
-----  
-----  
(INCLUDE ZIP CODE)

-----  
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)  
(SEE SUBSTITUTE FORM W-9 INCLUDED HEREWITH)

CHECK and COMPLETE IF APPLICABLE:

Credit class B shares delivered by book-entry transfer and not purchased to the account set forth below:

Account Number: -----

SPECIAL DELIVERY INSTRUCTIONS  
(SEE INSTRUCTIONS 1 AND 10)

Complete this box ONLY if the check for the aggregate purchase price for class B shares purchased (less the amount of any federal income or backup withholding tax required to be withheld) and/or certificate for class B shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

CHECK ONE OR BOTH BOXES AS APPROPRIATE:

DELIVER CHECK TO:

DELIVER CLASS B SHARE CERTIFICATE TO:

Name: -----  
(PLEASE PRINT)

Address: -----  
-----  
-----  
-----  
(INCLUDE ZIP CODE)

-----  
(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)  
(SEE SUBSTITUTE FORM W-9 INCLUDED HEREWITH)

Ladies and Gentlemen:

The undersigned hereby tenders to Gartner, Inc., a Delaware corporation ("Gartner"), the above-described shares of Gartner's class B common stock, par value \$.0005 per share, together with the associated preferred stock purchase rights issued under the Amended and Restated Stockholder Rights Plan dated as of August 31, 2002 with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003 (herein referred to as the "class B shares"). Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of any class B shares will also constitute a tender of the associated preferred stock purchase rights.

The tender of the class B shares is being made at the price per class B share indicated in this letter of transmittal, net to the seller in cash, without interest, on the terms and subject to the conditions set forth in this letter of transmittal and in Gartner's offer to purchase, dated June 22, 2004, receipt of which is hereby acknowledged.

Subject to and effective upon acceptance for payment of, and payment for, class B shares tendered with this letter of transmittal in accordance with the terms of the tender offer, the undersigned hereby (1) sells, assigns and transfers to or upon the order of Gartner all right, title and interest in and to all of the class B shares tendered hereby which are so accepted and paid for; (2) orders the registration of any class B shares tendered by book-entry transfer that are purchased under the tender offer to or upon the order of Gartner; and (3) appoints the depository as attorney-in-fact of the undersigned with respect to such class B shares, with the full knowledge that the depository also acts as the agent of Gartner, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to perform the following functions:

(a) deliver certificates for class B shares, or transfer ownership of such class B 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 Gartner, upon receipt by the depository, as the undersigned's agent, of the purchase price for class B shares;

(b) present certificates for such shares for cancellation and transfer on Gartner's books; and

(c) receive all benefits and otherwise exercise all rights of beneficial ownership of such class B shares, subject to the next paragraph, all in accordance with the terms of the tender offer.

The undersigned understands that Gartner will, upon the terms and subject to the conditions of the tender offer, determine a single per share price, not greater than \$13.50 nor less than \$12.50 per class B share (the "purchase price for class B shares"), which it will pay for class B shares validly tendered and not validly withdrawn pursuant to the tender offer, after taking into account the number of class B shares so tendered and the prices specified by tendering stockholders. The undersigned understands that Gartner will select the lowest purchase price that will allow it to purchase 5,505,305 class B shares or, if a lesser number of class B shares is validly tendered and not validly withdrawn, all such class B shares that are validly tendered and not validly withdrawn. The undersigned further understands that Gartner reserves the right to purchase more than 5,505,305 class B shares pursuant to the tender offer, subject to certain limitations and legal requirements as set forth in the tender offer. Gartner will purchase all class B shares validly tendered at or below the purchase price for class B shares and not validly withdrawn, subject to the conditions of the tender offer and the "odd lot" priority, proration and conditional tender provisions described in the offer to purchase. The undersigned understands that all stockholders whose class B shares are purchased by Gartner will receive the same purchase price for each class B share purchased in the tender offer.

The undersigned hereby covenants, represents and warrants to Gartner that:

(a) the undersigned has a net long position in the class B shares at least equal to the number of class B shares being tendered within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is tendering the class B shares in compliance with Rule 14e-4 under the Exchange Act;

(b) has full power and authority to tender, sell, assign and transfer the class B shares tendered hereby;

(c) when and to the extent Gartner accepts the class B shares for purchase, Gartner will acquire good and marketable title to them, free and clear of all security interests, liens, restrictions, claims, charges, encumbrances,

conditional sales agreements or other obligations relating to their sale or transfer, and the class B shares will not be subject to any adverse claims or rights;

(d) the undersigned will, upon request, execute and deliver any additional documents deemed by the depositary or Gartner to be necessary or desirable to complete the sale, assignment and transfer of the class B shares tendered hereby and accepted for purchase; and

(e) the undersigned has read and agrees to all of the terms of the tender offer.

The undersigned understands that tendering of class B shares under any one of the procedures described in Section 3 of the offer to purchase and in the Instructions to this letter of transmittal will constitute an agreement between the undersigned and Gartner upon the terms and subject to the conditions of the tender offer. The undersigned acknowledges that under no circumstances will Gartner pay interest on the purchase price for class B shares.

The undersigned recognizes that under certain circumstances set forth in the offer to purchase, Gartner may terminate or amend the tender offer; or may postpone the acceptance for payment of, or the payment for, class B shares tendered, or may accept for payment fewer than all of the class B shares tendered hereby. The undersigned understands that certificate(s) for any class B shares not tendered or not purchased will be returned to the undersigned at the address indicated above.

THE NAMES AND ADDRESSES OF THE REGISTERED HOLDERS SHOULD BE PRINTED, IF THEY ARE NOT ALREADY PRINTED ABOVE, EXACTLY AS THEY APPEAR ON THE CERTIFICATES REPRESENTING CLASS B SHARES TENDERED HEREBY. THE CERTIFICATE NUMBERS, THE NUMBER OF CLASS B SHARES REPRESENTED BY SUCH CERTIFICATES, AND THE NUMBER OF CLASS B SHARES THAT THE UNDERSIGNED WISHES TO TENDER, SHOULD BE SET FORTH IN THE APPROPRIATE BOXES ABOVE.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the aggregate purchase price for class B shares purchased (less the amount of any federal income or backup withholding tax required to be withheld), and/or return any class B shares not tendered or not purchased, in the name(s) of the undersigned or, in the case of class B shares tendered by book-entry transfer, by credit to the account at the book-entry transfer facility designated above. Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the aggregate purchase price for class B shares purchased (less the amount of any federal income or backup withholding tax required to be withheld), and any certificates for class B shares not tendered or not purchased (and accompanying documents, as appropriate) to the undersigned at the address shown below the undersigned's signature(s). In the event that both the "Special Payment Instructions" and the "Special Delivery Instructions" are completed, please issue the check for the aggregate purchase price for class B shares purchased (less the amount of any federal income or backup withholding tax required to be withheld, and the amount, if any, of any stock transfer taxes not paid by Gartner) and/or return any class B shares not tendered or not purchased in the name(s) of, and mail said check and any certificates to, the person(s) so indicated.

The undersigned recognizes that Gartner has no obligation, under the Special Payment Instructions, to transfer any certificate for class B shares from the name of its registered holder, or to order the registration or transfer of class B shares tendered by book-entry transfer, if Gartner purchases none of the class B shares represented by such certificate or tendered by such book-entry transfer.

All authority conferred or agreed to be conferred in this letter of transmittal shall survive the death or incapacity of the undersigned and any obligations or duties of the undersigned under this letter of transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the offer to purchase, this tender is irrevocable.

STOCKHOLDER(S) SIGN HERE  
(SEE INSTRUCTIONS 1 AND 8)  
(PLEASE ALSO COMPLETE SUBSTITUTE FORM W-9 OR THE APPROPRIATE FORM W-8)

Must be signed by registered holder(s) exactly as name(s) appear(s) on class B share certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by class B share certificates and documents transmitted herewith. If a signature is by an officer on behalf of a corporation or by an executor, administrator, trustee, guardian, attorney-in-fact, agent or other person acting in a fiduciary or representative capacity, please provide full title and see Instruction 8.

-----  
-----  
SIGNATURE(S) OF STOCKHOLDER(S)

Dated:  
-----, 2004

Name(s) -----

-----  
PLEASE PRINT

Capacity (full title):  
-----

Address:  
-----

-----  
PLEASE INCLUDE ZIP CODE

(Area Code) Telephone Number:  
-----

Taxpayer Identification or  
Social Security No.:  
-----

GUARANTEE OF SIGNATURE(S)  
(IF REQUIRED, SEE INSTRUCTIONS 1 AND 8)

Authorized Signature  
-----

Name(s)  
-----

Name of Firm  
-----

Address  
-----

Address Line 2  
-----

(Area Code) Telephone No.  
-----

Dated:  
-----, 2004

INSTRUCTIONS TO LETTER OF TRANSMITTAL  
FORMING PART OF THE TERMS OF THE TENDER OFFER

1. **GUARANTEE OF SIGNATURES.** Except as otherwise provided in this Instruction, all signatures on this letter of transmittal must be guaranteed by a financial institution that is a participant in 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 (an "Eligible Institution"). Signatures on this letter of transmittal need not be guaranteed if either (a) this letter of transmittal is signed by the registered holder(s) of the class B shares (which term, for purposes of this letter of transmittal, shall include any participant in the book-entry transfer facility whose name appears on a security position listing as the owner of class B shares) tendered herewith and such holder(s) have not completed either the box entitled "Special Payment Instructions" or "Special Delivery Instructions" in this letter of transmittal; or (b) such class B shares are tendered for the account of an Eligible Institution. See Instruction 8. You may also need to have any certificates you deliver endorsed or accompanied by a stock power, and the signatures on these documents may also need to be guaranteed. See Instruction 8.

2. **DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES.** You should use this letter of transmittal only if you are (a) forwarding certificates with this letter of transmittal, (b) going to deliver certificates under a notice of guaranteed delivery previously sent to the depository, or (c) causing the class B shares to be delivered by book-entry transfer pursuant to the procedures set forth in Section 3 of the offer to purchase. In order for you to validly tender class B shares, the depository must receive certificates for all physically tendered class B shares, or a confirmation of a book-entry transfer of all class B shares delivered electronically into the depository's account at the book-entry transfer facility, together in each case with a properly completed and duly executed letter of transmittal, or an Agent's Message in connection with book-entry transfer, and any other documents required by this letter of transmittal, at one of its addresses set forth in this letter of transmittal by the expiration date (as defined in the offer to purchase).

The term "Agent's Message" means a message transmitted by the book-entry transfer facility to, and received by, the depository, which states that the book-entry transfer facility has received an express acknowledgment from the participant in the book-entry transfer facility tendering the class B shares, that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that Gartner may enforce this agreement against the participant.

**Guaranteed Delivery.** If you cannot deliver your class B shares and all other required documents to the depository by the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, you may tender your class B shares, pursuant to the guaranteed delivery procedure described in Section 3 of the offer to purchase, by or through any Eligible Institution. To comply with the guaranteed delivery procedure, you must (1) properly complete and duly execute a notice of guaranteed delivery substantially in the form provided to you by Gartner, specifying the price at which you are tendering your class B shares, including (where required) a Signature Guarantee by an Eligible Institution in the form set forth in the notice of guaranteed delivery; (2) arrange for the depository to receive the notice of guaranteed delivery by the expiration date; and (3) ensure that the depository receives the certificates for all physically tendered class B shares or book-entry confirmation of electronic delivery of class B shares, as the case may be, together with a properly completed and duly executed letter of transmittal with any required signature guarantees or an Agent's Message, and all other documents required by this letter of transmittal, within three New York Stock Exchange, Inc. trading days after receipt by the depository 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, facsimile transmission or mail to the depository and must include, if necessary, a guarantee by an eligible guarantor institution in the form set forth in such notice. For class B shares to be tendered validly under the guaranteed delivery procedure, the depository must receive the notice of guaranteed delivery before the expiration date.

THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES FOR CLASS B SHARES, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF YOU CHOOSE TO DELIVER THE DOCUMENTS BY MAIL, WE RECOMMEND THAT YOU USE REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED. IN ALL CASES, PLEASE ALLOW SUFFICIENT TIME TO ASSURE DELIVERY.

Except as specifically permitted by Section 6 of the offer to purchase, Gartner will not accept any alternative, conditional or contingent tenders, nor will it purchase any fractional class B shares. By executing this letter of transmittal, you waive any right to receive any notice of the acceptance for payment of your tendered class B shares.

3. INADEQUATE SPACE. If the space provided in the box captioned "Description of Class B Shares Tendered" is inadequate, then you should list the certificate numbers, the number of class B shares represented by the certificate(s) and the number of class B shares tendered with respect to each certificate on a separate signed schedule attached to this letter of transmittal.

4. PARTIAL TENDERS AND UNPURCHASED CLASS B SHARES. (Not applicable to stockholders who tender by book-entry transfer.) If you wish to tender (i.e., offer to sell) fewer than all of the class B shares evidenced by any certificate(s) that you deliver to the depository, fill in the number of class B shares that you wish to tender in the column entitled "Number of Class B Shares Tendered." In this case, if Gartner purchases some but not all of the class B shares that you tender, Gartner will issue to you a new certificate for the unpurchased class B shares. The new certificate will be sent to the registered holder(s) as promptly as practicable after the expiration date. Unless you indicate otherwise, all class B shares represented by the certificate(s) listed and delivered to the depository will be deemed to have been tendered. In the case of class B shares tendered by book-entry transfer at the book-entry transfer facility, any tendered but unpurchased class B shares will be credited to the appropriate account maintained by the tendering stockholder at the book-entry transfer facility. In each case, class B shares will be returned or credited without expense to the stockholder.

5. INDICATION OF PRICE AT WHICH CLASS B SHARES ARE BEING TENDERED. In order to validly tender your class B shares by this letter of transmittal, you must either:

a. check the box under "CLASS B SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE TENDER OFFER" in order to maximize the chance of having Gartner purchase all of the class B shares that you tender (subject to the possibility of proration); OR

b. check one of the boxes indicating the price per class B share at which you are tendering class B shares in the section entitled "CLASS B SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER."

YOU MUST CHECK ONE, AND ONLY ONE, BOX. If you check more than one box or no boxes, then you will be deemed not to have validly tendered your class B shares. IF YOU WISH TO TENDER PORTIONS OF YOUR DIFFERENT CLASS B SHARE HOLDINGS AT DIFFERENT PRICES, YOU MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH YOU WISH TO TENDER EACH SUCH PORTION OF YOUR CLASS B SHARE HOLDINGS. You cannot tender the same class B shares at more than one price (unless, prior to tendering previously tendered class B shares at a new price, you validly withdrew those class B shares in accordance with Section 4 of the offer to purchase).

By checking the box under "Class B Shares Tendered at Price Determined Pursuant to the Tender Offer" you agree to accept the purchase price for class B shares resulting from the tender offer process, which may be as low as \$12.50 and as high as \$13.50 per class B share. By checking a box under "Class B Shares Tendered at Price Determined by Stockholder," you acknowledge that doing so could result in none of the class B shares you tender being purchased if the purchase price for class B shares turns out to be less than the price you selected.

6. ODD LOTS. As described in Section 1 of the offer to purchase, if Gartner purchases fewer than all class B shares properly tendered before the expiration date and not properly withdrawn, Gartner will first purchase all class B shares tendered by any stockholder who (a) owns, beneficially or of record, an aggregate of fewer than 100 class B shares, and (b) tenders all of his or her class B shares at or below the purchase price for class B shares. You will only receive this preferential treatment if you own fewer than 100 class B shares and tender ALL of the class B shares you own at or below the purchase price for class B shares. Even if you otherwise qualify for "odd lot" preferential treatment, you will not receive such preference unless you complete the section entitled "Odd Lots" in this letter of transmittal.

7. ORDER OF PURCHASE IN THE EVENT OF PRORATION. As described in Section 1 of the offer to purchase, stockholders may specify the order in which their class B shares are to be purchased in the event that, as a result of proration or otherwise, Gartner purchases some but not all of the tendered class B shares pursuant to the terms of the tender offer. The order of purchase may have an effect on the federal income tax treatment of any gain or loss on the class B shares that Gartner purchases. See Sections 1, 6 and 14 of the offer to purchase.

8. SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS.

a. EXACT SIGNATURES. If this letter of transmittal is signed by the registered holder(s) of the class B 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. JOINT HOLDERS. If the class B shares are registered in the names of two or more persons, ALL such persons must sign this letter of transmittal.

c. DIFFERENT NAMES ON CERTIFICATES. If any tendered class B shares are registered in different names on several certificates, you must complete, sign and submit as many separate letters of transmittal as there are different registrations of certificates.

d. ENDORSEMENTS. If this letter of transmittal is signed by the registered holder(s) of the class B shares tendered hereby, no endorsements of certificate(s) representing such class B shares or separate stock powers are required unless payment of the purchase price for class B shares is to be made, or the certificates for class B shares not tendered or tendered but not purchased are to be issued, to a person other than the registered holder(s).

SIGNATURE(S) ON ANY SUCH CERTIFICATE(S) OR STOCK POWERS MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION.

If this letter of transmittal is signed by a person other than the registered holder(s) of the class B shares tendered hereby, or if payment is to be made to a person other than the registered holder(s), the certificate(s) for the class B shares must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificate(s) for such class B shares, and the signature(s) on such certificates or stock power(s) must be guaranteed by an Eligible Institution. See Instruction 1.

If this letter of transmittal or any certificate or stock power is 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 and must submit to the depository evidence satisfactory to Gartner that such person has authority so to act.

9. STOCK TRANSFER TAXES. Except as provided in this Instruction 9, no stock transfer tax stamps or funds to cover such stamps need to accompany this letter of transmittal. Gartner will pay or cause to be paid any stock transfer taxes payable on the transfer to it of class B shares purchased under the tender offer. If, however:

a. payment of the purchase price for class B shares is to be made to any person other than the registered holder(s);

b. certificate(s) for class B shares not tendered or tendered but not purchased are to be returned in the name of and to any person other than the registered holder(s) of such class B shares; OR

c. tendered certificates are registered in the name of any person(s) other than the person(s) signing this letter of transmittal,

then the depository will deduct from the purchase price for class B shares 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 of cash or stock thereby made to such person, unless satisfactory evidence of the payment of such taxes or an exemption from them is submitted with this letter of transmittal.

10. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If any of the following conditions holds:

a. check(s) for the purchase price for class B shares purchased pursuant to the tender offer are to be issued to a person other than the person(s) signing this letter of transmittal; or

b. check(s) for the purchase price of class B shares are to be sent to any person other than the person signing this letter of transmittal, or to the person signing this letter of transmittal, but at a different address; or

c. certificates for any class B shares not tendered, or tendered but not purchased, are to be returned to and in the name of a person other than the person(s) signing this letter of transmittal,

then, in each such case, you must complete the boxes captioned "Special Payment Instructions" and/or "Special Delivery Instructions" as applicable in this letter of transmittal and make sure that the signatures herein are guaranteed as described in Instructions 1 and 8.

11. CONDITIONAL TENDERS. As described in Section 6 of the offer to purchase, stockholders may condition their tenders on Gartner purchasing all of their class B shares, or specify a minimum number of class B shares that Gartner must purchase for the tender of any of their class B shares to be effective. If you wish to make a conditional tender you

must indicate this choice in the box entitled "Conditional Tender" in this letter of transmittal or, if applicable, the notice of guaranteed delivery; and you must calculate and appropriately indicate, in the space provided, the minimum number of class B shares that Gartner must purchase if Gartner purchases any class B shares.

As discussed in Sections 1 and 6 of the offer to purchase, proration may affect whether Gartner accepts conditional tenders. Proration may result in all of the class B shares tendered pursuant to a conditional tender being deemed to have been withdrawn, if Gartner could not purchase the minimum number of class B shares required to be purchased by the tendering stockholder due to proration. If, because of proration, Gartner will not purchase the minimum number of class B shares that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, you must have tendered all of your class B shares and must have checked the box so indicating. Upon selection by random lot, if any, Gartner will limit its purchase in each case to the designated minimum number of class B shares.

If you are an "odd lot" holder and you tender all of your class B shares, you cannot conditionally tender, since your class B shares will not be subject to proration.

All tendered class B shares will be deemed unconditionally tendered unless the "Conditional Tender" box is checked and appropriately completed. When deciding whether to tender class B shares conditionally, we urge each stockholder to consult his or her own tax advisor.

**12. TAX IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.** Under the federal income tax laws, the depository will be required to withhold 28% of the amount of any payments made to certain stockholders pursuant to the tender offer. In order to avoid such backup withholding, each tendering stockholder that is a U.S. person (including a U.S. resident alien) must provide the depository with such stockholder's correct taxpayer identification number by completing the Substitute Form W-9 set forth below.

In general, if a stockholder is an individual, the taxpayer identification number is the social security number of such individual. If the depository is not provided with the correct taxpayer identification number, the stockholder may be subject to a \$50 penalty imposed by the Internal Revenue Service and payments that are made to such stockholder pursuant to the tender offer may be subject to backup withholding. Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the depository that a foreign individual qualifies as an exempt recipient, such stockholder must submit the appropriate IRS Form W-8, signed under penalties of perjury, attesting to that individual's exempt status. You can obtain a copy of the appropriate Form W-8 from the depository.

For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if class B shares are held in more than one name), consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Failure to complete the Substitute Form W-9 or the appropriate Form W-8 will not, by itself, cause class B shares to be deemed invalidly tendered, but may require the depository to withhold 28% of the amount of any payments made pursuant to the tender offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, the taxpayer may obtain a refund, provided that the required information is furnished to the Internal Revenue Service.

**NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 (OR APPROPRIATE FORM W-8) MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

Unless Gartner determines that a reduced rate of withholding is applicable pursuant to a tax treaty or that an exemption from withholding is applicable because gross proceeds paid pursuant to the tender offer are effectively connected with the conduct of a trade or business within the United States, Gartner will be required to withhold federal income tax at a rate of 30% from such gross proceeds paid to a foreign stockholder or his agent. For this purpose, a foreign



stockholder is any stockholder that is not (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States, (iii) a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to make all substantial decisions, or (iv) an estate the income of which is subject to United States federal income taxation regardless of its source. A foreign stockholder may be eligible to file for a refund of such tax or a portion of such tax if such stockholder meets the "complete redemption," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described in the offer to purchase under the caption "The Tender Offer -- 14. U.S. Federal Income Tax Consequences" or if such stockholder is entitled to a reduced rate of withholding pursuant to a treaty and Gartner withheld at a higher rate.

In order to obtain a reduced rate of withholding under a tax treaty, a foreign stockholder must deliver to the depository, before the payment, a properly completed and executed statement claiming such an exemption or reduction on Form W-8BEN (or other appropriate Form W-8). A stockholder can obtain the appropriate Form W-8 from the depository. In order to claim an exemption from withholding on the grounds that gross proceeds paid pursuant to the tender offer are effectively connected with the conduct of a trade or business within the United States, a foreign stockholder must deliver to the depository a properly executed statement claiming exemption on Form W-8ECI. A stockholder can obtain such form from the depository. We urge foreign stockholders to consult their own tax advisors regarding the application of federal income tax withholding, including eligibility for a withholding tax reduction or exemption and the refund procedure.

13. IRREGULARITIES. Gartner will determine in its sole discretion all questions as to the purchase price for class B shares, the number of class B shares to accept, and the validity, eligibility (including time of receipt), and acceptance for payment of any tender of class B shares. Any such determinations will be final and binding on all parties. Gartner reserves the absolute right to reject any or all tenders of class B shares it determines not be in proper form or the acceptance of which or payment for which may, in the opinion of Gartner, be unlawful. Gartner also reserves the absolute right, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, to waive any of the conditions of the tender offer and any defect or irregularity in the tender of any particular class B shares, and Gartner's interpretation of the terms of the tender offer, including these instructions, will be final and binding on all parties. No tender of class B shares will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as Gartner shall determine. None of Gartner, the dealer manager (as defined in the offer to purchase), the depository, 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.

14. QUESTIONS; REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES. Please direct any questions or requests for assistance or for additional copies of the offer to purchase, the letter of transmittal or the notice of guaranteed delivery to the information agent at the telephone number and address set forth below. You may also contact the dealer manager or your broker, dealer, commercial bank or trust company for assistance concerning the tender offer.

15. STOCK OPTION PLANS. If you hold vested options in Gartner's stock option plans, then you may exercise such vested options by paying the cash exercise price and receiving class B shares which you may then tender in accordance with the terms of the tender offer.

16. LOST, STOLEN, DESTROYED OR MUTILATED CERTIFICATES. If any certificate representing any class B shares has been lost, stolen, destroyed or mutilated, you should notify Mellon Investor Services LLC, the transfer agent for the class B shares, by calling (800) 270-3449 and asking for instructions on obtaining replacement certificate(s) at the address specified on the cover of this letter of transmittal. Mellon Investor Services LLC will require you to complete an affidavit of loss and return it to Mellon Investor Services LLC. You will then be instructed by Mellon Investor Services LLC as to the steps you must take in order to replace the certificate. You may be required to post a bond to secure against the risk that the certificate may be subsequently recirculated.

We cannot process this letter of transmittal and related documents until you have followed the procedures for replacing lost, stolen, destroyed or mutilated certificates. We urge you to contact the transfer agent, Mellon Investor Services LLC, immediately, in order to receive further instructions, for a determination as to whether you will need to post a bond, and to permit timely processing of this documentation.

IMPORTANT: THE DEPOSITARY MUST RECEIVE THIS LETTER OF TRANSMITTAL (TOGETHER WITH CERTIFICATE(S) FOR CLASS B SHARES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR, IF APPLICABLE, THE NOTICE OF GUARANTEED DELIVERY, BEFORE THE EXPIRATION DATE.

YOU MUST COMPLETE AND SIGN THE SUBSTITUTE FORM W-9 BELOW. PLEASE PROVIDE YOUR SOCIAL SECURITY NUMBER OR OTHER TAXPAYER IDENTIFICATION NUMBER ("TIN") AND CERTIFY THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING.

SUBSTITUTE FORM W-9  
DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE  
PAYER'S REQUEST FOR TIN AND CERTIFICATION

Name:

Please check the appropriate box indicating your status:

- Individual/Sole proprietor  Corporation  Partnership  Other
- Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

PART I TAXPAYER IDENTIFICATION NUMBER ("TIN")

PLEASE PROVIDE YOUR TIN ON THE APPROPRIATE LINE AT THE RIGHT. For most individuals, this is your social security number. If you do not have a number, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9. If you are awaiting a TIN, write "Applied For" in this Part I, complete the "Certificate Of Awaiting Taxpayer Identification Number" below and see "IMPORTANT TAX INFORMATION."

Social Security Number

OR

Employer Identification Number

PART II 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 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, and
- (3) I am a U.S. person (including a U.S. resident alien).

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 you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE Signature of U.S. person Date

NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 (OR APPROPRIATE FORM W-8) MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU ON ACCOUNT OF THE TENDER OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS, AND PLEASE SEE "IMPORTANT TAX INFORMATION."

COMPLETE THE FOLLOWING CERTIFICATION IF YOU WROTE "APPLIED FOR"  
INSTEAD OF INCLUDING A TIN ON THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all reportable payments made to me will be withheld.

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SIGN                      Signature of    Date -----  
HERE                      U.S. person -----

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or single-  
The owner(3)  
member LLC 7.  
A valid  
trust,  
estate, or  
pension The  
legal  
entity(4)  
trust 8.  
Corporate or  
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corporation  
corporate  
status on  
Form 8832 9.  
Association,  
club,  
religious,  
The  
organization  
charitable,  
educational,  
or other tax-  
exempt  
organization  
10.  
Partnership  
or multi-  
member LLC  
The  
partnership  
11. A broker  
or registered  
nominee The  
broker or  
nominee 12.  
Account with  
the  
Department of  
The public  
entity  
Agriculture  
in the name  
of a public  
entity (such  
as a state or  
local  
government,  
school  
district, or  
prison) that  
receives  
agricultural  
program  
payments

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- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or your employer identification number (if you have one).
- (4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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



registered  
under the  
Investment  
Advisers  
Act of 1940  
who  
regularly  
acts as a  
broker - --  
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EXEMPT PAYEES SHOULD COMPLETE A SUBSTITUTE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. Furnish your taxpayer identification number, check the appropriate box for your status, check the "Exempt from backup withholding" box, sign and date the form and return it to the payer. Foreign payees who are not subject to backup withholding should complete an appropriate Form W-8 and return it to the payer.

PRIVACY ACT NOTICE. Section 6109 requires you to provide your correct taxpayer identification number to payers who must file information returns with the IRS to report interest, dividends, and certain other income paid to you to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your return and may also provide this information to various government agencies for tax enforcement or litigation purposes and to cities, states, and the District of Columbia to carry out their tax laws, and may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, 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) FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish your correct 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 that results in no backup withholding, you are subject to a \$500 penalty.
  - (3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Willfully 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.



The letter of transmittal and certificates for class B shares and any other required documents should be sent or delivered by each tendering stockholder or its broker, dealer, commercial bank, trust company or other nominee to the depositary at one of its addresses set forth above.

Any questions or requests for assistance or for additional copies of the offer to purchase, the letter of transmittal or the notice of guaranteed delivery may be directed to the information agent at the telephone number and address set forth below. You may also contact the dealer manager or your broker, dealer, commercial bank or trust company for assistance concerning the tender offer. To confirm delivery of your class B shares, please contact the depositary.

THE INFORMATION AGENT FOR THE TENDER OFFER IS:

Georgeson Shareholder Communications Inc.

Georgeson Shareholder Communications Inc.  
Banks and Brokerage Firms Call: (212) 440-9800  
Stockholders Please Call Toll Free: (888) 279-4024

THE DEALER MANAGER FOR THE TENDER OFFER IS:

Goldman, Sachs & Co.

Goldman, Sachs & Co.  
85 Broad Street  
New York, New York 10004  
(212) 902-1000 (Call Collect)  
(800) 323-5678 (Call Toll Free)

NOTICE OF GUARANTEED DELIVERY  
CLASS A COMMON STOCK  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)  
FOR  
OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE  
BY

GARTNER, INC.

THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL  
EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY,  
JULY 30, 2004, UNLESS GARTNER EXTENDS THE TENDER OFFER.

As set forth in Section 3 of the offer to purchase, dated June 22, 2004,  
you should use this notice of guaranteed delivery (or a facsimile of it) to  
accept the tender offer (as defined herein) if:

(a) your share certificates are not immediately available or you cannot  
deliver certificates representing shares of class A common stock, par value  
\$.0005 per share (including the associated preferred stock purchase rights  
issued under the Amended and Restated Stockholder Rights Plan dated as of August  
31, 2002 with Mellon Investor Services LLC, as successor Rights Agent of Fleet  
National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights  
Agreement, dated as of June 30, 2003) (referred to herein as the "class A  
shares"), of Gartner, Inc., a Delaware corporation ("Gartner"), prior to the  
"expiration date" (as defined in the offer to purchase); or

(b) the procedure for book-entry transfer cannot be completed before the  
expiration date (as specified in the offer to purchase); or

(c) time will not permit a properly completed and duly executed letter of  
transmittal and all other required documents to reach the depository referred to  
below before the expiration date.

You may deliver this notice of guaranteed delivery (or a facsimile of it),  
signed and properly completed, by mail, overnight courier, hand or facsimile  
transmission so that the depository receives it before the expiration date. See  
Section 3 of the offer to purchase and Instruction 2 to the applicable letter of  
transmittal.

THE DEPOSITARY FOR THE TENDER OFFER IS:

MELLON INVESTOR SERVICES LLC

BY REGISTERED MAIL:  
Mellon Investor Services LLC  
Post Office Box 3301  
South Hackensack, NJ 07606  
Attn: Reorganization Department

BY OVERNIGHT COURIER:  
Mellon Investor Services LLC  
85 Challenger Road  
Mail Drop-Reorg  
Ridgefield Park, NJ 07660  
Attn: Reorganization Department

BY HAND:  
Mellon Investor Services LLC  
120 Broadway, 13th Floor  
New York, NY, 10271  
Attn: Reorganization Department

BY FACSIMILE TRANSMISSION:

(For Eligible Institutions Only)  
(201) 296-4293 (fax)  
(201) 296-4860 (phone)

Delivery of this notice of guaranteed delivery to an address other than  
those shown above or transmission of instructions via the facsimile number other  
than the one listed above does not constitute a valid delivery. Deliveries to  
Gartner, to the dealer manager of the tender offer or to the information agent  
of the tender offer will not be forwarded to the depository and therefore will  
not constitute valid delivery. Deliveries to the book-entry transfer facility  
(as defined in the offer to purchase) will not constitute valid delivery to the  
depository.

You cannot use this notice of guaranteed delivery form to guarantee  
signatures. If a signature on the applicable letter of transmittal is required  
to be guaranteed by an "eligible guarantor institution" (as defined in Section 3  
of the offer to purchase) under the instructions thereto, such signature must  
appear in the applicable space provided in the signature box on the applicable  
letter of transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Gartner the number of class A shares indicated below, at the price per class A share indicated below, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the offer to purchase and the related letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer, and the receipt of which is hereby acknowledged. This tender is being made pursuant to the guaranteed delivery procedure set forth in Section 3 of the offer to purchase. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of any class A shares will also constitute a tender of the associated preferred stock purchase rights.

NUMBER OF CLASS A SHARES BEING TENDERED HEREBY:                      CLASS A SHARES

CHECK ONE AND ONLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS A SHARES.

CLASS A SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE  
TENDER OFFER  
(SEE INSTRUCTION 5 OF THE LETTERS OF TRANSMITTAL)

The undersigned wants to maximize the chance of having Gartner purchase all class A shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class A shares and is willing to accept the purchase price for class A shares determined by Gartner pursuant to the tender offer (the "purchase price for class A shares"). This action could result in receiving a price per class A share of as low as \$12.50.

-- OR --

CLASS A SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5 OF THE LETTERS OF TRANSMITTAL)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class A shares at the price checked. This action could result in none of the class A shares being purchased if the purchase price for class A shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS A SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR CLASS A SHARES FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS A SHARES. You cannot tender the same class A shares at more than one price, unless you have previously validly withdrawn those class A shares at a different price in accordance with Section 4 of the offer to purchase.

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

<input type="checkbox"/> \$12.50	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$12.70	<input type="checkbox"/> \$12.80	<input type="checkbox"/> \$12.90	<input type="checkbox"/> \$13.00
<input type="checkbox"/> \$13.10	<input type="checkbox"/> \$13.20	<input type="checkbox"/> \$13.30	<input type="checkbox"/> \$13.40	<input type="checkbox"/> \$13.50	

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS A SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX ON THIS PAGE.

ODD LOTS  
(SEE INSTRUCTION 6 OF THE LETTERS OF TRANSMITTAL)

To be completed ONLY if class A shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class A shares.

On the date hereof, the undersigned either (check one box):

is the beneficial or record owner of an aggregate of fewer than 100 class A shares and is tendering all of those class A shares,

OR

is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class A shares and is tendering all of such class A shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS A SHARES (CHECK ONE BOX):

at the purchase price for class A shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the first box on page [4] of this notice of guaranteed delivery, under the heading "Class A Shares Tendered at Price Determined Pursuant to the Tender Offer"); or

at the price per class A share indicated under the heading, "Price (in Dollars) Per Class A Share at Which Class A Shares Are Being Tendered" on page 3 of this notice of guaranteed delivery.

CONDITIONAL TENDER  
(SEE INSTRUCTION 11 OF THE LETTERS OF TRANSMITTAL)

A tendering stockholder may condition such stockholder's tender of any class A shares upon the purchase by Gartner of a specified minimum number of the class A shares such stockholder tenders, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class A shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class A shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class A shares that Gartner must purchase if Gartner purchases any class A shares, Gartner will deem your tender unconditional.

The minimum number of class A shares that Gartner must purchase if Gartner purchases any class A shares, is: \_\_\_\_\_ class A shares.

If, because of proration, Gartner will not purchase the minimum number of class A shares that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class A shares. To certify that you are tendering all of the class A shares you own, check the box below.

The tendered shares represent all class A shares held by the undersigned.

STOCKHOLDERS COMPLETE AND SIGN BELOW

Please type or print

Certificate No.(s) (if available):

Signature(s) of Stockholder(s):

- - - - -

- - - - -

Date:

- - - - -

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Date:

- - - - -

- - - - -

Date:

Name(s) of Stockholders:    Area Code & Phone No.    Address(es) of Stockholders:

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If shares will be tendered by book-entry transfer provide the following information:

Name of Tendering Institution:

Account No:

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GUARANTEE  
(NOT TO BE USED FOR 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 Guarantor Institution") guarantees the delivery of the class A shares tendered hereby to the depository, in proper form for transfer, or a confirmation that the class A shares tendered hereby have been delivered under the procedure for book-entry transfer set forth in the offer to purchase into the depository's account at the book-entry transfer facility, together with a properly completed and duly executed letter of transmittal for class A shares and any other required documents, all within three New York Stock Exchange trading days of the date hereof.

Name of Firm:

Name of Firm:

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Authorized Signature:

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Authorized Signature:

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Name:

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Name:

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Title:

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Title:

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Address:

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Address:

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Zip Code:

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Zip Code:

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Area Code and Telephone Number:

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Area Code and Telephone Number:

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Dated:

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Dated:

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2004

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2004

DO NOT SEND CLASS A SHARE CERTIFICATES WITH THIS NOTICE OF GUARANTEED DELIVERY.  
CLASS A SHARE CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL FOR  
CLASS A SHARES.



NOTICE OF GUARANTEED DELIVERY  
CLASS B COMMON STOCK  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)  
FOR  
OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE  
BY  
GARTNER, INC.

THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL  
EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY,  
JULY 30, 2004, UNLESS GARTNER EXTENDS THE TENDER OFFER.

As set forth in Section 3 of the offer to purchase, dated June 22, 2004,  
you should use this notice of guaranteed delivery (or a facsimile of it) to  
accept the tender offer (as defined herein) if:

(a) your share certificates are not immediately available or you  
cannot deliver certificates representing shares of class B common stock,  
par value \$.0005 per share (including the associated preferred stock  
purchase rights issued under the Amended and Restated Stockholder Rights  
Plan dated as of August 31, 2002 with Mellon Investor Services LLC, as  
successor Rights Agent of Fleet National Bank, as amended by Amendment No.  
1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003)  
(referred to herein as the "class B shares"), of Gartner, Inc., a Delaware  
corporation ("Gartner"), prior to the "expiration date" (as defined in the  
offer to purchase); or

(b) the procedure for book-entry transfer cannot be completed before  
the expiration date (as specified in the offer to purchase); or

(c) time will not permit a properly completed and duly executed letter  
of transmittal and all other required documents to reach the depository  
referred to below before the expiration date.

You may deliver this notice of guaranteed delivery (or a facsimile of it),  
signed and properly completed, by mail, overnight courier, hand or facsimile  
transmission so that the depository receives it before the expiration date. See  
Section 3 of the offer to purchase and Instruction 2 to the applicable letter of  
transmittal.

THE DEPOSITARY FOR THE TENDER OFFER IS:

MELLON INVESTOR SERVICES LLC

BY REGISTERED MAIL:  
Mellon Investor Services LLC  
Post Office Box 3301  
South Hackensack, NJ 07606  
Attn: Reorganization Department

BY OVERNIGHT COURIER:  
Mellon Investor Services LLC  
85 Challenger Road  
Mail Drop-Reorg  
Ridgefield Park, NJ 07660  
Attn: Reorganization Department  
BY FACSIMILE TRANSMISSION:  
(For Eligible Institutions Only)  
(201) 296-4293 (fax)  
(201) 296-4860 (phone)

BY HAND:  
Mellon Investor Services LLC  
120 Broadway, 13th Floor  
New York, NY, 10271  
Attn: Reorganization Department

Delivery of this notice of guaranteed delivery to an address other than  
those shown above or transmission of instructions via the facsimile number other  
than the one listed above does not constitute a valid delivery. Deliveries to  
Gartner, to the dealer manager of the tender offer or to the information agent  
of the tender offer will not be forwarded to the depository and therefore will  
not constitute valid delivery. Deliveries to the book-entry transfer facility  
(as defined in the offer to purchase) will not constitute valid delivery to the  
depository.

You cannot use this notice of guaranteed delivery form to guarantee  
signatures. If a signature on the applicable letter of transmittal is required  
to be guaranteed by an "eligible guarantor institution" (as defined in Section 3  
of the offer to purchase) under the instructions thereto, such signature must  
appear in the applicable space provided in the signature box on the applicable  
letter of transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Gartner the number of class B shares indicated below, at the price per class B share indicated below, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the offer to purchase and the related letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer, and the receipt of which is hereby acknowledged. This tender is being made pursuant to the guaranteed delivery procedure set forth in Section 3 of the offer to purchase. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of any class B shares will also constitute a tender of the associated preferred stock purchase rights.

NUMBER OF CLASS B SHARES BEING TENDERED HEREBY:                      CLASS B SHARES

CHECK ONE AND ONLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS B SHARES.

CLASS B SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE TENDER OFFER  
(SEE INSTRUCTION 5 OF THE LETTERS OF TRANSMITTAL)

The undersigned wants to maximize the chance of having Gartner purchase all class B shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class B shares and is willing to accept the purchase price for class B shares determined by Gartner pursuant to the tender offer (the "purchase price for class B shares"). This action could result in receiving a price per class B share of as low as \$12.50.

-- OR --

CLASS B SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5 OF THE LETTERS OF TRANSMITTAL)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class B shares at the price checked. This action could result in none of the class B shares being purchased if the purchase price for class B shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS B SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE LETTER OF TRANSMITTAL FOR CLASS B SHARES FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS B SHARES. You cannot tender the same class B shares at more than one price, unless you have previously validly withdrawn those class B shares at a different price in accordance with Section 4 of the offer to purchase.

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

\$12.50       \$12.60       \$12.70       \$12.80       \$12.90       \$13.00

\$13.10       \$13.20       \$13.30       \$13.40       \$13.50

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS B SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX ON THIS PAGE.

ODD LOTS  
(SEE INSTRUCTION 6 OF THE LETTERS OF TRANSMITTAL)

To be completed ONLY if class B shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class B shares.

On the date hereof, the undersigned either (check one box):

is the beneficial or record owner of an aggregate of fewer than 100 class B shares and is tendering all of those class B shares,

OR

is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class B shares and is tendering all of such class B shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS B SHARES (CHECK ONE BOX):

at the purchase price for class B shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the first box on page [4] of this notice of guaranteed delivery, under the heading "Class B Shares Tendered at Price Determined Pursuant to the Tender Offer"); or

at the price per class B share indicated under the heading, "Price (in Dollars) Per Class B Share at Which Class B Shares Are Being Tendered" on page 3 of this notice of guaranteed delivery.

CONDITIONAL TENDER  
(SEE INSTRUCTION 11 OF THE LETTERS OF TRANSMITTAL)

A tendering stockholder may condition such stockholder's tender of any class B shares upon the purchase by Gartner of a specified minimum number of the class B shares such stockholder tenders, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class B shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class B shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class B shares that Gartner must purchase if Gartner purchases any class B shares, Gartner will deem your tender unconditional.

The minimum number of class B shares that Gartner must purchase if Gartner purchases any class B shares, is: \_\_\_\_\_ class B shares.

If, because of proration, Gartner will not purchase the minimum number of class B shares that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class B shares. To certify that you are tendering all of the class B shares you own, check the box below.

The tendered shares represent all class B shares held by the undersigned.

STOCKHOLDERS COMPLETE AND SIGN BELOW

Please type or print

Certificate No.(s) (if available):

Signature(s) of Stockholder(s):

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- - - - -

Date:

- - - - -

- - - - -

Date:

- - - - -

- - - - -

Date:

Name(s) of Stockholders:    Area Code & Phone No.    Address(es) of Stockholders:

- - - - -

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If shares will be tendered by book-entry transfer provide the following information:

Name of Tendering Institution:

Account No:

- - - - -

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GUARANTEE  
(NOT TO BE USED FOR 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 Guarantor Institution") guarantees the delivery of the class B shares tendered hereby to the depository, in proper form for transfer, or a confirmation that the class B shares tendered hereby have been delivered under the procedure for book-entry transfer set forth in the offer to purchase into the depository's account at the book-entry transfer facility, together with a properly completed and duly executed letter of transmittal for class B shares and any other required documents, all within three New York Stock Exchange trading days of the date hereof.

Name of Firm:

Name of Firm:

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Authorized Signature:

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Authorized Signature:

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Name:

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Name:

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Title:

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Title:

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Address:

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Address:

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Zip Code:

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Zip Code:

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Area Code and Telephone Number:

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Area Code and Telephone Number:

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Dated:

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Dated:

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2004

DO NOT SEND CLASS B SHARE CERTIFICATES WITH THIS NOTICE OF GUARANTEED DELIVERY.  
CLASS B SHARE CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL FOR  
CLASS B SHARES.

OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE  
BY  
GARTNER, INC.

THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL  
EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JULY 30, 2004, UNLESS  
GARTNER EXTENDS THE TENDER OFFER.

June 22, 2004

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

Gartner, Inc., a Delaware corporation ("Gartner"), has appointed us to act as the dealer manager in connection with its offer to purchase for cash up to 11,298,630 shares of its Class A Common Stock, par value \$.0005 per share (the "Class A Shares"), and up to 5,505,305 shares of its Class B Common Stock, par value \$.0005 per share (the "Class B Shares"), including the associated preferred stock purchase rights issued under the Amended and Restated Stockholder Rights Plan dated as of August 31, 2002 with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, at a price not greater than \$13.50 nor less than \$12.50 per share for Class A Shares, net to the seller in cash, without interest, and at a price not greater than \$13.50 nor less than \$12.50 per share for Class B Shares, net to the seller in cash, without interest. Unless the context otherwise requires, all references to shares refer to Class A Shares and Class B Shares. The terms and conditions of the tender offer are set forth in Gartner's Offer to Purchase, dated June 22, 2004 and the related letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of shares will also constitute a tender of the associated preferred stock purchase rights.

Gartner will, upon the terms and subject to the conditions of the tender offer, determine (a) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for Class A Shares"), that it will pay for Class A Shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of Class A Shares so tendered and the prices specified by the tendering stockholders, and (b) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for Class B Shares") that it will pay for Class B Shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of Class B Shares so tendered and the prices specified by the tendering stockholders. Gartner will select the lowest purchase price for Class A Shares that will allow it to purchase 11,298,630 Class A Shares and select the lowest purchase price for Class B Shares that will allow it to purchase 5,505,305 Class B Shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn, at prices not greater than \$13.50 nor less than \$12.50 per share in each case, under the tender offer. Gartner will purchase at the applicable purchase price all shares properly tendered before the expiration date (as specified in the Offer to Purchase) at prices at or below the applicable purchase price and not validly withdrawn, net to the seller in cash, without interest, upon the terms and subject to the conditions of the tender offer, including the "odd lot," proration and conditional tender provisions thereof. See Section 1 of the Offer to Purchase. Shares tendered at prices in excess of the applicable purchase price and shares that Gartner does not accept for purchase because of proration or conditional tenders will be returned at Gartner's expense to the stockholders who tendered such shares, as promptly as practicable after the expiration date. Gartner expressly reserves



the right, in its sole discretion, to purchase more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares in the tender offer, subject to applicable law.

If, at the expiration date, more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares (or, in each case, such greater number of shares as Gartner may elect to purchase, subject to applicable law) are properly tendered at or below the purchase price and not properly withdrawn, Gartner will buy shares:

- first, from all holders of "odd lots" (holders of less than 100 Class A Shares or Class B Shares) who properly tender all their shares at or below the applicable purchase price selected by Gartner with respect to such shares and do not properly withdraw them before the expiration date; provided, however, that if Gartner's repurchase of "odd lots" would result in either class of shares being held of record by less than 300 persons, then Gartner will not give priority to repurchases to holders of "odd lots" of such class and such holders will be treated for purposes of the tender offer as if they were not holders of "odd lots";
- second, on a pro rata basis from all other holders of Class A Shares and/or Class B Shares, as the case may be, who properly tender shares at or below the applicable purchase price selected by Gartner, other than stockholders who tender subject to the condition that Gartner must purchase a specified minimum number of the stockholder's shares if Gartner purchases any shares tendered and for which this condition is not satisfied; and
- third, only if necessary to permit us to purchase 11,298,630 Class A Shares and 5,505,305 Class B Shares (or, in each case, such greater number of shares as Gartner may elect to purchase, subject to applicable law) from holders who have tendered shares at or below the applicable purchase price subject to the condition that a specified minimum number of the holder's shares of the applicable class be purchased if any of the holder's shares of such class are purchased in the tender offer (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, stockholders whose shares are conditionally tendered must have tendered all of their shares of the applicable class.

THE TENDER OFFER IS CONDITIONED ON AT LEAST 1,680,394 SHARES BEING TENDERED. THE TENDER OFFER IS ALSO SUBJECT TO OTHER CONDITIONS. SEE SECTION 7 OF THE OFFER TO PURCHASE.

For your information and for forwarding to 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. Offer to Purchase, dated June 22, 2004;
2. Letter to Clients, which you may send to your clients for whom 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 tender offer;
3. Letter of Transmittal Class A Common Stock and Letter of Transmittal Class B Common Stock for your use and for the information of your clients, together with accompanying instructions, Substitute Form W-9, and Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9;
4. Notice of Guaranteed Delivery for Class A Common Stock and Notice of Guaranteed Delivery for Class B Common Stock to be used to accept the tender offer in the event that you are unable to deliver the share certificates, together with all other required documents, to the depository before the expiration date, or if the procedure for book-entry transfer cannot be completed before the expiration date; and

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JULY 30, 2004, UNLESS GARTNER EXTENDS THE TENDER OFFER.

No fees or commissions will be payable to brokers, dealers, commercial banks, trust companies or any person for soliciting tenders of shares under the tender offer other than fees paid to the dealer manager and the information agent, as described in the Offer to Purchase. Gartner will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding the enclosed materials to their customers who are beneficial owners of shares held by them as a nominee or in a fiduciary capacity. Gartner will pay or cause to be paid any stock transfer taxes applicable to its purchase of shares pursuant to the tender

offer, except as otherwise provided in the Offer to Purchase and related Letters of Transmittal (see Instruction 9 of the Letters of Transmittal). No broker, dealer, bank, trust company or fiduciary shall be deemed to be either our agent or the agent of Gartner, the depositary, or the information agent for purposes of the tender offer.

For shares to be properly tendered pursuant to the tender offer, the depositary must timely receive (1) the share certificates or confirmation of receipt of such shares under the procedure for book-entry transfer, together with a properly completed and duly executed letter of transmittal, including any required signature guarantees or an "agent's message" (as defined in the offer to purchase and the letter of transmittal) and any other documents required pursuant to the tender offer, or (2) the tendering stockholder must comply with the guaranteed delivery procedures, all in accordance with the instructions set forth in the Offer to Purchase and related Letters of Transmittal.

Stockholders (a) whose share certificates are not immediately available or who will be unable to deliver to the depositary the certificate(s) for the shares being tendered and all other required documents before the expiration date, or (b) who cannot complete the procedures for book-entry transfer before the expiration date, must tender their shares according to the procedure for guaranteed delivery set forth in Section 3 of the Offer to Purchase.

NEITHER GARTNER NOR ITS BOARD OF DIRECTORS NOR WE MAKE ANY RECOMMENDATION TO ANY STOCKHOLDER AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING ALL OR ANY SHARES OR AS TO THE PRICE OR PRICES AT WHICH TO TENDER. HOLDERS OF SHARES MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER SHARES AND, IF SO, HOW MANY SHARES TO TENDER AND AT WHICH PRICES.

Please address any inquiries you may have with respect to the tender offer to the dealer manager, Goldman, Sachs & Co., or to the information agent, Georgeson Shareholder Communications Inc., at our and their respective addresses and telephone numbers set forth on the back cover page of the Offer to Purchase.

You may obtain additional copies of the enclosed material from Georgeson Shareholder Communications Inc. by calling them at: (212) 440-9800.

Capitalized terms used but not defined herein have the meanings assigned to them in the Offer to Purchase and the related Letters of Transmittal.

Very truly yours,

Goldman, Sachs & Co.

Enclosures

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AN AGENT OF GARTNER, THE DEALER MANAGER, THE INFORMATION AGENT, OR THE DEPOSITARY, OR ANY AFFILIATE 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 TENDER OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE  
BY  
GARTNER, INC.

THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL  
EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JULY 30, 2004, UNLESS  
GARTNER EXTENDS THE TENDER OFFER.

June 22, 2004

To Our Clients:

Enclosed for your consideration are the offer to purchase, dated June 22, 2004, and the letters of transmittal, in connection with the tender offer by Gartner, Inc., a Delaware corporation ("Gartner"), to purchase up to 11,298,630 shares of its class A common stock ("class A shares"), par value \$.0005 per share, and up to 5,505,305 shares of its class B common stock ("class B shares"), par value \$.0005 per share, including the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement dated as of August 31, 2002, with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, at a price not greater than \$13.50 nor less than \$12.50 per share for class A shares, net to the seller in cash, without interest, and at a price not greater than \$13.50 nor less than \$12.50 per share for class B shares, net to the seller in cash, without interest. Unless the context otherwise requires, all references to shares refer to class A shares and class B shares and include the associated preferred stock purchase rights. The terms and conditions of the tender offer are set forth in Gartner's offer to purchase, dated June 22, 2004 and the letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of shares will also constitute a tender of the associated preferred stock purchase rights.

Gartner will, upon the terms and subject to the conditions of the tender offer, determine (a) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class A shares"), that it will pay for class A shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class A shares so tendered and the prices specified by the tendering stockholders, and (b) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class B shares") that it will pay for class B shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class B shares so tendered and the prices specified by the tendering stockholders. Gartner will select the lowest purchase price for class A shares that will allow it to purchase 11,298,630 class A shares and select the lowest purchase price for class B shares that will allow it to purchase 5,505,305 class B shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn, at prices not greater than \$13.50 nor less than \$12.50 per share in each case, under the tender offer. Gartner will purchase at the applicable purchase price all shares properly tendered before the expiration date (as specified in Section 1 of the offer to purchase) at prices at or below the applicable purchase price and not validly withdrawn, net to the seller in cash, without interest, upon the terms and subject to the conditions of the tender offer, including the "odd lot," proration and conditional tender provisions thereof. See Section 1 of the offer to purchase. Shares tendered at prices in excess of the applicable purchase price and shares that Gartner does not accept for purchase because of proration or conditional tenders will be returned at Gartner's expense to the stockholders that tendered such shares, as promptly as practicable after the expiration date. Gartner expressly reserves

the right, in its sole discretion, subject to the terms and conditions of the Silver Lake Stock Purchase Agreement, to purchase more than 11,298,630 class A shares and/or 5,505,305 class B shares in the tender offer, subject to applicable law.

We are the owner of record of shares held for your account. As such, we are the only ones who can tender your shares, and then only pursuant to your instructions. We are sending you the letters of transmittal for your information only. You cannot use the applicable letter of transmittal to tender shares we hold for your account. The applicable letter of transmittal must be completed and executed by us, according to your instructions.

PLEASE INSTRUCT US AS TO WHETHER YOU WISH US TO TENDER, ON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE TENDER OFFER, ANY OR ALL OF THE CLASS A SHARES WE HOLD FOR YOUR ACCOUNT, BY COMPLETING AND SIGNING THE INSTRUCTION FORM CLASS A COMMON STOCK ENCLOSED HEREIN, AND/OR ANY OR ALL OF THE CLASS B SHARES WE HOLD FOR YOUR ACCOUNT, BY COMPLETING AND SIGNING THE INSTRUCTION FORM CLASS B COMMON STOCK ENCLOSED HEREIN.

Please note carefully the following:

1. You may tender class A shares at prices not greater than \$13.50 nor less than \$12.50 per class A share as indicated in the enclosed Instruction Form Class A Common Stock, and/or class B shares at prices not greater than \$13.50 nor less than \$12.50 per class B share as indicated in the enclosed Instruction Form Class B Common Stock, net to you in cash, without interest.

2. You should consult with your broker and/or your tax advisor as to whether (and if so, in what manner) you should designate the priority in which you want your tendered shares to be purchased in the event of proration.

3. The tender offer is conditioned on at least 1,680,394 shares being tendered. The tender offer is also subject to certain other conditions set forth in Section 7 of the offer to purchase, which you should read carefully.

4. The tender offer, the proration period and the withdrawal rights will expire at 5:00 P.M, New York City Time, on Friday, July 30, 2004, unless Gartner extends the tender offer.

5. The tender offer is for 11,298,630 class A shares, constituting approximately 10.79% of the class A shares outstanding as of June 15, 2004, and 5,505,305 class B shares, constituting approximately 19.58% of the class B shares outstanding as of June 15, 2004.

6. Tendering stockholders who are registered stockholders or who tender their shares directly to Mellon Investor Services LLC will not be obligated to pay any brokerage commissions or fees, solicitation fees, or (except as set forth in the offer to purchase and Instruction 9 to the applicable letter of transmittal) stock transfer taxes on Gartner's purchase of shares under the tender offer.

7. If you (i) own beneficially of record an aggregate of fewer than 100 shares, (ii) instruct us to tender on your behalf ALL of the shares you own at or below the applicable purchase price before the expiration date and (iii) check the box captioned "Odd Lots" in the attached Instruction Form Class A Common Stock and/or Instruction Form Class B Common Stock, then Gartner, upon the terms and subject to the conditions of the tender offer, will accept all of your tendered shares for purchase regardless of any proration that may be applied to the purchase of other shares properly tendered but not meeting the above conditions.

8. If you wish to condition your tender upon the purchase of all shares of a particular class tendered or upon Gartner's purchase of a specified minimum number of the shares of a particular class that you tender, you may elect to do so and thereby avoid (in full or in part) possible proration of your tender. Gartner's purchase of shares from all tenders which are so conditioned will be determined, to the extent necessary, by random lot. To elect such a condition complete the section captioned "Conditional Tender" in the attached Instruction Form Class A Common Stock and/or Instruction Form Class B Common Stock.

9. If you wish to tender portions of your class A shares at different prices, you must complete a SEPARATE Instruction Form Class A Common Stock for each price at which you wish to tender each such portion of your class A shares. If you wish to tender portions of your class B shares at different prices, you must complete a SEPARATE Instruction Form Class B Common Stock for each price at which you wish to tender each such portion of your class B shares. We must and will submit separate letters of transmittal on your behalf for each price you will accept.

10. THE BOARD OF DIRECTORS OF GARTNER HAS APPROVED THE TENDER OFFER. HOWEVER, NEITHER GARTNER NOR ITS BOARD OF DIRECTORS NOR THE DEALER MANAGER MAKES ANY RECOMMENDATION TO STOCKHOLDERS AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING THEIR SHARES FOR PURCHASE, OR AS TO THE PRICE OR PRICES AT WHICH STOCKHOLDERS SHOULD CHOOSE TO TENDER THEIR SHARES. STOCKHOLDERS MUST MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER THEIR SHARES AND, IF SO, HOW MANY SHARES TO TENDER AND THE PRICE OR PRICES AT WHICH THEY SHOULD TENDER SUCH SHARES. Gartner is not aware whether any of its directors, executive officers or affiliates intend to tender any shares in the tender offer, except (a) VA Partners, L.L.C. and certain of its affiliates have advised Gartner that they do not intend to tender any shares in the tender offer and (b) Silver Lake Partners, L.P. and certain of its affiliates ("Silver Lake") have agreed to sell Class A Shares to Gartner following the successful completion of the tender offer, as described in the offer to purchase.

If you wish to have us tender any or all of your class A shares, please instruct us to that effect by completing, executing, and returning to us the enclosed Instruction Form Class A Common Stock. If you authorize us to tender your class A shares, we will tender all of the class A shares that we hold beneficially for your account unless you specify otherwise on the enclosed Instruction Form Class A Common Stock. If you wish to have us tender any or all of your class B shares, please instruct us to that effect by completing, executing, and returning to us the enclosed Instruction Form Class B Common Stock. If you authorize us to tender your class B shares, we will tender all of the class B shares that we hold beneficially for your account unless you specify otherwise on the enclosed Instruction Form Class B Common Stock. A pre-addressed envelope is enclosed for your convenience.

Please forward your completed Instruction Form Class A Common Stock and/or Instruction Form Class B Common Stock to us in a timely manner to give us ample time to permit us to submit the tender on your behalf before the expiration date of the tender offer. The tender offer, proration period and withdrawal rights will expire at 5:00 P.M., New York City Time, on Friday, July 30, 2004, unless Gartner extends the tender offer.

As described in the offer to purchase, if more than 11,298,630 class A shares, or such greater number of class A shares as Gartner may elect to purchase in accordance with the terms and conditions of the agreement pursuant to which Gartner has agreed to purchase Class A shares from Silver Lake and applicable law, are properly tendered at or below the purchase price for class A shares and not properly withdrawn before the expiration date, then Gartner will accept class A shares for purchase at the purchase price for class A shares in the following order of priority:

1. First, Gartner will purchase all class A shares properly tendered at or below the purchase price for class A shares and not properly withdrawn before the expiration date by any "odd lot" holder who:

(a) tenders ALL of the class A shares owned beneficially or of record by such odd lot holder at or below the purchase price for class A shares before the expiration date (partial tenders will not qualify for this preference); AND

(b) completes the section captioned "Odd Lots" on the applicable letter of transmittal and, if applicable, on the applicable notice of guaranteed delivery,

without regard to any proration that would otherwise be applicable to such "odd lot" class A shares; provided, however, that if Gartner's repurchase of "odd lots" would result in either class of shares being held of record by less than 300 persons, then Gartner will not give priority to repurchases to holders of "odd lots" of such class and such holders will be treated for purposes, of the tender offer as if they were not holders of "odd lots."

2. Second, after Gartner has purchased all properly tendered (and not validly withdrawn) "odd lot" class A shares, Gartner will purchase all other class A shares properly tendered at or below the purchase price for class A shares before the expiration date (and not properly withdrawn) on a pro rata basis if necessary, subject to the conditional tender provisions described in Section 6 of the offer to purchase, and with adjustments to avoid purchases of fractional class A shares, all as provided in the offer to purchase.

3. Third, and only if necessary to permit Gartner to purchase 11,298,630 class A shares (or such greater number of class A shares as Gartner may elect to purchase subject to applicable law), Gartner will purchase properly tendered class A shares from holders who have tendered class A shares conditionally (and for whom the condition was not initially satisfied) by random lot to the extent feasible. To be eligible for purchase by random lot,

stockholders whose class A shares are conditionally tendered (and for whom the condition was not initially satisfied) must have tendered all of their class A shares.

As described in the offer to purchase, if more than 5,505,305 class B shares, or such greater number of class B shares as Gartner may elect to purchase in accordance with applicable law, are properly tendered at or below the purchase price for class B shares and not properly withdrawn before the expiration date, then Gartner will accept class B shares for purchase at the purchase price for class B shares in the following order of priority:

1. First, Gartner will purchase all class B shares properly tendered at or below the purchase price for class B shares and not properly withdrawn before the expiration date by any "odd lot" holder who:

(a) tenders ALL of the class B shares owned beneficially or of record by such odd lot holder at or below the purchase price for class B shares before the expiration date (partial tenders will not qualify for this preference); AND

(b) completes the section captioned "Odd Lots" on the applicable letter of transmittal and, if applicable, on the applicable notice of guaranteed delivery, without regard to any proration that would otherwise be applicable to such "odd lot" class B shares; provided, however, that if Gartner's repurchase of "odd lots" would result in either class of shares being held of record by less than 300 persons, then Gartner will not give priority to repurchases to holders of "odd lots" of such class and such holders will be treated for purposes of the tender offer as if they were not holders of "odd lots."

2. Second, after Gartner has purchased all properly tendered (and not validly withdrawn) "odd lot" class B shares, Gartner will purchase all other class B shares properly tendered at or below the purchase price for class B shares before the expiration date (and not properly withdrawn) on a pro rata basis if necessary, subject to the conditional tender provisions described in Section 6 of the offer to purchase, and with adjustments to avoid purchases of fractional class B shares, all as provided in the offer to purchase.

3. Third, and only if necessary to permit Gartner to purchase 5,505,305 class B shares (or such greater number of class B shares as Gartner may elect to purchase subject to applicable law), Gartner will purchase properly tendered class B shares from holders who have tendered class B shares conditionally (and for whom the condition was not initially satisfied) by random lot to the extent feasible. To be eligible for purchase by random lot, stockholders whose class B shares are conditionally tendered (and for whom the condition was not initially satisfied) must have tendered all of their class B shares.

The tender offer is being made solely under the offer to purchase and the letters of transmittal and is being made to all record holders of shares. The tender 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 tender offer or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

YOUR PROMPT ACTION IS REQUESTED. PLEASE FORWARD YOUR COMPLETED INSTRUCTION FORM CLASS A COMMON STOCK AND/OR INSTRUCTION FORM CLASS B COMMON STOCK TO US IN AMPLE TIME TO PERMIT US TO SUBMIT THE TENDER ON YOUR BEHALF BEFORE THE EXPIRATION OF THE TENDER OFFER.

INSTRUCTION FORM CLASS A COMMON STOCK  
WITH RESPECT TO

GARTNER, INC.  
OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE

The undersigned acknowledge(s) receipt of your letter in connection with the tender offer by Gartner, Inc., a Delaware corporation ("Gartner"), to purchase up to 11,298,630 shares of its class A common stock ("class A shares"), par value \$.0005 per share, and up to 5,505,305 shares of its class B common stock ("class B shares"), par value \$.0005 per share, including the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement dated as of August 31, 2002, with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, at a price not greater than \$13.50 nor less than \$12.50 per share for class A shares, net to the seller in cash, without interest, and at a price not greater than \$13.50 nor less than \$12.50 per share for class B shares, net to the seller in cash, without interest. Unless the context otherwise requires, all references to shares refer to class A shares and class B shares and include the associated preferred stock purchase rights. The terms and conditions of the tender offer are set forth in Gartner's offer to purchase, dated June 22, 2004 and the letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of shares will also constitute a tender of the associated preferred stock purchase rights.

The undersigned understands that Gartner will, upon the terms and subject to the conditions of the tender offer, determine (a) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class A shares"), that it will pay for class A shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class A shares so tendered and the prices specified by the tendering stockholders, and (b) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class B shares") that it will pay for class B shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class B shares so tendered and the prices specified by the tendering stockholders. Gartner will select the lowest purchase price for class A shares that will allow it to purchase 11,298,630 class A shares and select the lowest purchase price for class B shares that will allow it to purchase 5,505,305 class B shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn, at prices not greater than \$13.50 nor less than \$12.50 per share in each case, under the tender offer. Gartner will purchase at the applicable purchase price all shares properly tendered at prices at or below the applicable purchase price and not validly withdrawn, net to the seller in cash, without interest, upon the terms and subject to the conditions of the tender offer, including the "odd lot," proration and conditional tender provisions thereof. All other shares, including shares tendered at prices in excess of the applicable purchase price and shares that Gartner does not accept for purchase because of proration or conditional tenders will be returned at Gartner's expense to the stockholders that tendered such shares, as promptly as practicable.

The undersigned hereby instruct(s) you to tender to Gartner the number of class A shares indicated below or, if no number is indicated, all class A shares you hold for the account of the undersigned, at the price per class A share indicated below, in accordance with the terms and subject to the conditions of the tender offer.

NUMBER OF CLASS A SHARES TO BE TENDERED BY YOU FOR THE ACCOUNT OF THE  
UNDERSIGNED: CLASS A SHARES\*

\* UNLESS YOU INDICATE OTHERWISE, WE WILL ASSUME THAT YOU ARE INSTRUCTING US TO  
TENDER ALL OF THE CLASS A SHARES HELD BY US FOR YOUR ACCOUNT.



CHECK ONE AND ONLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS A SHARES.

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CLASS A SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE  
TENDER OFFER  
(SEE INSTRUCTION 5 OF THE APPLICABLE LETTER OF TRANSMITTAL)

The undersigned wants to maximize the chance of having Gartner purchase all class A shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class A shares and is willing to accept the purchase price determined by Gartner pursuant to the tender offer (the "purchase price for class A shares"). This action could result in receiving a price per class A share as low as \$12.50.

-- OR --

CLASS A SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5 OF THE APPLICABLE LETTER OF TRANSMITTAL)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class A shares at the price checked. This action could result in none of the class A shares being purchased if the purchase price for class A shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS A SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE APPLICABLE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS A SHARES. You cannot tender the same class A shares at more than one price, unless you have previously validly withdrawn those class A shares tendered at a different price in accordance with Section 4 of the offer to purchase.

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

<input type="checkbox"/> \$12.50	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$12.70	<input type="checkbox"/> \$12.80	<input type="checkbox"/> \$12.90	<input type="checkbox"/> \$13.00
<input type="checkbox"/> \$13.10	<input type="checkbox"/> \$13.20	<input type="checkbox"/> \$13.30	<input type="checkbox"/> \$13.40	<input type="checkbox"/> \$13.50	

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS A SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX ON THIS PAGE.

ODD LOTS  
(SEE INSTRUCTION 6 OF THE APPLICABLE LETTER OF TRANSMITTAL)

To be completed ONLY if class A shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class A shares.

On the date hereof, the undersigned either (check one box):

- is the beneficial or record owner of an aggregate of fewer than 100 class A shares and is tendering all of those class A shares, or
- is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, class A shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class A shares and is tendering all of such class A shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS A SHARES (CHECK ONE BOX):

- at the purchase price for class A shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the box under the heading "Class A Shares Tendered at Price Determined Pursuant to the Tender Offer"); or
- at the price per class A share indicated under the heading "Class A Shares Tendered at Price Determined by Stockholder."

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CONDITIONAL TENDER  
(SEE INSTRUCTION 11 OF THE APPLICABLE LETTER OF TRANSMITTAL)

A tendering stockholder may condition his or her tender of class A shares upon Gartner purchasing a specified minimum number of the class A shares tendered, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class A shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class A shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class A shares that Gartner must purchase from you if Gartner purchases any class A shares from you, Gartner will deem your tender unconditional.

- The minimum number of class A shares that Gartner must purchase from me if Gartner purchases any class A shares from me, is:                      class A shares.

If, because of proration, Gartner will not purchase the minimum number of class A shares from you that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class A shares. To certify that you are tendering all of the class A shares you own, check the box below.

- The tendered class A shares represent all class A shares held by the undersigned.

-- PLEASE SIGN ON THE NEXT PAGE --

SIGNATURE

Please Print  
Signature(s):

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Names(s):

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-----  
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Taxpayer Identification or Social Security Number:

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Address(es):

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(INCLUDE ZIP CODE)

Area Code & Phone Number(s):

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Date:

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INSTRUCTION FORM CLASS B COMMON STOCK  
WITH RESPECT TO

GARTNER, INC.  
OFFER TO PURCHASE FOR CASH  
UP TO 11,298,630 SHARES OF ITS CLASS A COMMON STOCK  
AND  
UP TO 5,505,305 SHARES OF ITS CLASS B COMMON STOCK  
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE

The undersigned acknowledge(s) receipt of your letter in connection with the tender offer by Gartner, Inc., a Delaware corporation ("Gartner"), to purchase up to 11,298,630 shares of its class A common stock ("class A shares"), par value \$.0005 per share, and up to 5,505,305 shares of its class B common stock ("class B shares"), par value \$.0005 per share, including the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement dated as of August 31, 2002, with Mellon Investor Services LLC, as successor Rights Agent of Fleet National Bank, as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, at a price not greater than \$13.50 nor less than \$12.50 per share for class A shares, net to the seller in cash, without interest, and at a price not greater than \$13.50 nor less than \$12.50 per share for class B shares, net to the seller in cash, without interest. Unless the context otherwise requires, all references to shares refer to class A shares and class B shares and include the associated preferred stock purchase rights. The terms and conditions of the tender offer are set forth in Gartner's offer to purchase, dated June 22, 2004 and the letters of transmittal, which together (and as each may be amended and supplemented from time to time) constitute the tender offer. Unless the associated preferred stock purchase rights are redeemed prior to the expiration of the tender offer, a tender of shares will also constitute a tender of the associated preferred stock purchase rights.

The undersigned understands that Gartner will, upon the terms and subject to the conditions of the tender offer, determine (a) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class A shares"), that it will pay for class A shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class A shares so tendered and the prices specified by the tendering stockholders, and (b) a single per share price, not greater than \$13.50 nor less than \$12.50 per share (the "purchase price for class B shares") that it will pay for class B shares properly tendered and not properly withdrawn pursuant to the terms of the tender offer, taking into account the total number of class B shares so tendered and the prices specified by the tendering stockholders. Gartner will select the lowest purchase price for class A shares that will allow it to purchase 11,298,630 class A shares and select the lowest purchase price for class B shares that will allow it to purchase 5,505,305 class B shares, or, in each case, such fewer number of shares as are properly tendered and not properly withdrawn, at prices not greater than \$13.50 nor less than \$12.50 per share in each case, under the tender offer. Gartner will purchase at the applicable purchase price all shares properly tendered at prices at or below the applicable purchase price and not validly withdrawn, net to the seller in cash, without interest, upon the terms and subject to the conditions of the tender offer, including the "odd lot," proration and conditional tender provisions thereof. All other shares, including shares tendered at prices in excess of the applicable purchase price and shares that Gartner does not accept for purchase because of proration or conditional tenders will be returned at Gartner's expense to the stockholders that tendered such shares, as promptly as practicable.

The undersigned hereby instruct(s) you to tender to Gartner the number of class B shares indicated below or, if no number is indicated, all class B shares you hold for the account of the undersigned, at the price per class B share indicated below, in accordance with the terms and subject to the conditions of the tender offer.

NUMBER OF CLASS B SHARES TO BE TENDERED BY YOU FOR THE ACCOUNT OF THE  
UNDERSIGNED: CLASS B SHARES\*

\* UNLESS YOU INDICATE OTHERWISE, WE WILL ASSUME THAT YOU ARE INSTRUCTING US TO  
TENDER ALL OF THE CLASS B SHARES HELD BY US FOR YOUR ACCOUNT.

CHECK ONE AND ONLY ONE BOX. IF YOU CHECK MORE THAN ONE BOX, OR IF YOU DO NOT CHECK ANY BOX, YOU WILL HAVE FAILED TO VALIDLY TENDER ANY CLASS B SHARES.

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CLASS B SHARES TENDERED AT PRICE DETERMINED PURSUANT TO THE  
TENDER OFFER  
(SEE INSTRUCTION 5 OF THE APPLICABLE LETTER OF TRANSMITTAL)

The undersigned wants to maximize the chance of having Gartner purchase all class B shares the undersigned is tendering (subject to the possibility of proration). Accordingly, by checking this ONE box INSTEAD OF ONE OF THE PRICE BOXES BELOW, the undersigned hereby tenders class B shares and is willing to accept the purchase price determined by Gartner pursuant to the tender offer (the "purchase price for class B shares"). This action could result in receiving a price per class B share as low as \$12.50.

-- OR --

CLASS B SHARES TENDERED AT PRICE DETERMINED BY STOCKHOLDER  
(SEE INSTRUCTION 5 OF THE APPLICABLE LETTER OF TRANSMITTAL)

By checking ONE of the boxes below INSTEAD OF THE BOX ABOVE, the undersigned hereby tenders class B shares at the price checked. This action could result in none of the class B shares being purchased if the purchase price for class B shares is less than the price checked below. A STOCKHOLDER WHO DESIRES TO TENDER CLASS B SHARES AT MORE THAN ONE PRICE MUST COMPLETE A SEPARATE APPLICABLE LETTER OF TRANSMITTAL FOR EACH PRICE AT WHICH THE STOCKHOLDER TENDERS CLASS B SHARES. You cannot tender the same class B shares at more than one price, unless you have previously validly withdrawn those class B shares tendered at a different price in accordance with Section 4 of the offer to purchase.

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

\$12.50     \$12.60     \$12.70     \$12.80     \$12.90     \$13.00  
 \$13.10     \$13.20     \$13.30     \$13.40     \$13.50

YOU WILL NOT HAVE VALIDLY TENDERED YOUR CLASS B SHARES  
UNLESS YOU CHECK ONE AND ONLY ONE BOX ON THIS PAGE.

ODD LOTS  
(SEE INSTRUCTION 6 OF THE APPLICABLE LETTER OF TRANSMITTAL)

To be completed ONLY if class B shares are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of fewer than 100 class B shares.

On the date hereof, the undersigned either (check one box):

- is the beneficial or record owner of an aggregate of fewer than 100 class B shares and is tendering all of those class B shares, or
- is a broker, dealer, commercial bank, trust company or other nominee that (i) is tendering, for the beneficial owner(s) thereof, class B shares with respect to which it is the record holder, and (ii) believes, based upon representations made to it by such beneficial owner(s), that each such person was the beneficial owner of an aggregate of fewer than 100 class B shares and is tendering all of such class B shares.

IN ADDITION, THE UNDERSIGNED IS TENDERING CLASS B SHARES (CHECK ONE BOX):

- at the purchase price for class B shares, which will be determined by Gartner in accordance with the terms of the tender offer (persons checking this box should check the box under the heading "Class B Shares Tendered at Price Determined Pursuant to the Tender Offer"); or
- at the price per class B share indicated under the heading "Class B Shares Tendered at Price Determined by Stockholder."
- 

CONDITIONAL TENDER  
(SEE INSTRUCTION 11 OF THE APPLICABLE LETTER OF TRANSMITTAL)

A tendering stockholder may condition his or her tender of class B shares upon Gartner purchasing a specified minimum number of the class B shares tendered, as described in Section 6 of the offer to purchase. Unless Gartner purchases at least the minimum number of class B shares you indicate below pursuant to the terms of the tender offer, Gartner will not purchase any of the class B shares tendered below. It is the tendering stockholder's responsibility to calculate that minimum number, and we urge each stockholder to consult his or her own tax advisor in doing so. Unless you check the box immediately below and specify, in the space provided, a minimum number of class B shares that Gartner must purchase from you if Gartner purchases any class B shares from you, Gartner will deem your tender unconditional.

- The minimum number of class B shares that Gartner must purchase from me if Gartner purchases any class B shares from me, is:                      class B shares.

If, because of proration, Gartner will not purchase the minimum number of class B shares from you that you designate, Gartner may accept conditional tenders by random lot, if necessary. However, to be eligible for purchase by random lot, the tendering stockholder must have tendered all of his or her class B shares. To certify that you are tendering all of the class B shares you own, check the box below.

- The tendered class B shares represent all class B shares held by the undersigned.

-- PLEASE SIGN ON THE NEXT PAGE --

SIGNATURE

Please Print  
Signature(s):

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Names(s):

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Taxpayer Identification or Social Security Number:

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Address(es):

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-----  
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(INCLUDE ZIP CODE)

Area Code & Phone Number(s):

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Date:

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IMPORTANT NOTICE CONCERNING YOUR RIGHTS UNDER  
THE GARTNER, INC.  
SAVINGS AND INVESTMENT PLAN

June [23], 2004

TO: ALL PARTICIPANTS AND BENEFICIARIES.

FROM: THE RETIREMENT PLAN COMMITTEE OF THE GARTNER, INC. SAVINGS AND INVESTMENT  
PLAN

1. This notice provides you with details regarding the blackout of the Gartner, Inc. Stock Fund (the "Gartner Stock Fund") under the Gartner, Inc. Savings and Investment Plan (the "Plan") that will be necessary in order for Fidelity to process and implement participants' tender instructions in response to a pending tender offer made by Gartner, Inc. (the "Offer"). This notice also provides you with details regarding the blackout of the Gartner Stock Fund that will apply to you if you elect to tender in the Offer all or a portion of your investment in the Gartner Stock Fund. If you have Gartner stock attributable to you through your investment in the Gartner Stock Fund, then you will receive mailings from Fidelity about the pending Offer and how you may give Fidelity instructions on whether or not to tender that Gartner stock. If you are not invested in the Gartner Stock Fund, you will not receive mailings from Fidelity about the Offer, but you should request them from Fidelity (by contacting Fidelity at 1-800-421-3844) if you invest in the Gartner Stock Fund before the Offer is completed. Please note that the blackout periods discussed in this notice are in addition to the regularly scheduled insider trading window blackouts.

2. As a result of the need to process participant instructions about the Offer, you will be temporarily unable to (1) make exchanges out of the Gartner Stock Fund, (2) take distributions of money invested in the Gartner Stock Fund, and (3) take loans of money invested in the Gartner Stock Fund. This blackout will occur on the Gartner Stock Fund whether or not you participate in the tender. If you elect to tender those shares of Gartner stock attributable to your Plan account through your investment in the Gartner Stock Fund, you will be unable to complete these transactions for an extended period of time, to ensure that the shares tendered by you remain available for sale to Gartner. These periods, during which you will be unable to exercise these rights otherwise available under the Plan, are called "blackout periods." Whether or not you are planning retirement in the near future, we encourage you to carefully consider how these blackout periods may affect your retirement planning, as well as your overall financial plan.

3. The blackout periods for the Plan are expected to begin on July 28, 2004. If you do not elect to tender any of the Gartner stock attributable to your Plan account, your blackout period is expected to end at 4:00 p.m. Eastern Daylight Time on July 30, 2004. This means that any trades out of the Gartner Stock Fund that would otherwise be available in the period from Wednesday, July 28 through Friday, July 30, 2004 will be available on Monday, August 2, 2004. If you elect to tender any of the Gartner stock that is attributable to your Plan account through your investment in the Gartner Stock Fund, your blackout period is expected to end during the week

of August 13, 2004. These times may change if the Offer is extended. The blackout periods also will be lifted promptly if the Offer is cancelled. We will notify you of any changes that affect the dates of the blackout periods. In addition, you can confirm the status of the blackout periods by speaking with a Fidelity associate between 8:30 a.m. and 8:00 p.m. Eastern Daylight Time at 1-800-421-3844.

4. During the blackout periods, you will be unable to make exchanges out of the Gartner Stock Fund, so you will not be able to direct or diversify any Gartner stock in which your Plan account may be invested through the Gartner Stock Fund. For this reason, it is very important that you review and consider the appropriateness of your current investments in light of your inability to direct or diversify the portion of your account that is invested in Gartner stock during the blackout periods. For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. You should be aware that there is a risk to holding substantial portions of your assets in the securities of any one company (e.g., the Gartner Stock Fund), as individual securities tend to have wider price swings, up and down, in short periods of time, than investments in diversified funds. Stocks that have wide price swings might have a large loss during the blackout periods, and you would not be able to direct the sale of such stocks from your account during the blackout periods.

5. If you have any questions concerning this notice, you may contact a Fidelity associate between 8:30 a.m. and 8:00 p.m. Eastern Daylight Time at 1-800-421-3844.

REMEMBER THAT YOUR TENDER INSTRUCTIONS MUST BE RECEIVED BY 4:00 P.M. EASTERN DAYLIGHT TIME ON JULY 27, 2004.

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 June 22, 2004, and the related letters of transmittal, and any amendments or supplements thereto. The tender offer is not being made to, nor will tenders be accepted from or on behalf of, holders of shares in any jurisdiction in which the making or acceptance of offers to sell shares would not be in compliance with the laws of that jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the tender offer to be made by a licensed broker or dealer, the tender offer shall be deemed to be made on behalf of Gartner, Inc. by Goldman, Sachs & Co., the dealer manager for the tender offer, or by one or more registered brokers or dealers licensed under the laws of that jurisdiction.

## NOTICE OF OFFER TO PURCHASE FOR CASH

BY

GARTNER, INC.

UP TO 11,298,630 SHARES OF ITS COMMON STOCK, CLASS A  
AND

UP TO 5,505,305 SHARES OF ITS COMMON STOCK, CLASS B

(INCLUDING, IN EACH CASE, THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)  
AT A PURCHASE PRICE NOT GREATER THAN \$13.50  
NOR LESS THAN \$12.50 PER SHARE

Gartner, Inc., a Delaware corporation ("Gartner"), is offering to purchase for cash up to 11,298,630 shares of its Common Stock, Class A, par value \$0.0005 per share ("Class A Shares"), and up to 5,505,305 shares of its Common Stock, Class B, par value \$0.0005 per share ("Class B Shares"), including, in each case, the associated preferred stock purchase rights issued under the Amended and Restated Rights Agreement, dated as of August 31, 2002, with Mellon Investor Services LLC (as successor Rights Agent of Fleet National Bank), as amended by Amendment No. 1 to the Amended and Restated Rights Agreement, dated as of June 30, 2003, upon the terms and subject to the conditions set forth in the offer to purchase, dated June 22, 2004 (the "Offer to Purchase") and the accompanying letters of transmittal (the "Letters of Transmittal"), as each may be amended and supplemented from time to time. Gartner is inviting its stockholders to tender their shares at prices specified by the tendering stockholder that are not greater than \$13.50 nor less than \$12.50 per share, net to the seller in cash, without interest, upon the terms and subject to the conditions of the tender offer.

THE TENDER OFFER IS CONDITIONED ON AT LEAST 1,680,394 SHARES BEING TENDERED. THE TENDER OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS SET FORTH IN THE OFFER TO PURCHASE AND THE RELATED LETTERS OF TRANSMITTAL.

THE TENDER OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JULY 30, 2004, UNLESS GARTNER EXTENDS THE TENDER OFFER.

THE BOARD OF DIRECTORS OF GARTNER HAS APPROVED THE TENDER OFFER. HOWEVER, NEITHER GARTNER NOR ITS BOARD OF DIRECTORS IS MAKING ANY RECOMMENDATION TO ITS STOCKHOLDERS AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING THEIR SHARES OR AS TO THE PRICE OR PRICES AT WHICH STOCKHOLDERS MAY CHOOSE TO TENDER THEIR SHARES. STOCKHOLDERS MUST MAKE THEIR OWN DECISIONS AS TO WHETHER TO TENDER THEIR SHARES AND, IF SO, HOW MANY SHARES TO TENDER AND THE PRICE OR PRICES AT WHICH THEY SHOULD TENDER THEIR SHARES. IN SO DOING, STOCKHOLDERS SHOULD READ CAREFULLY THE INFORMATION IN THE OFFER TO PURCHASE AND IN THE RELATED LETTERS OF TRANSMITTAL, INCLUDING GARTNER'S REASONS FOR MAKING THE TENDER OFFER. ALL OF GARTNER'S DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES, INCLUDING VA PARTNERS, L.L.C. AND CERTAIN OF ITS AFFILIATES WHICH COLLECTIVELY OWN APPROXIMATELY 8.2% OF GARTNER'S CLASS A SHARES AND 18.2% OF GARTNER'S CLASS B SHARES AND ARE AFFILIATED WITH JEFFREY W. UBBEN, ONE OF THE NOMINEES STANDING FOR ELECTION AS A DIRECTOR AT GARTNER'S ANNUAL MEETING OF STOCKHOLDERS SCHEDULED FOR JUNE 30, 2004, HAVE ADVISED GARTNER THAT THEY DO NOT INTEND TO TENDER ANY SHARES IN THE TENDER OFFER. HOWEVER, SILVER LAKE (AS DEFINED BELOW) HAS AGREED TO SELL CLASS A SHARES TO GARTNER FOLLOWING THE SUCCESSFUL COMPLETION OF THE TENDER OFFER, AS DESCRIBED IN THE FOLLOWING PARAGRAPH.

On June 17, 2004, Gartner entered into an agreement (the "Silver Lake Stock Purchase Agreement") with Silver Lake Partners, L.P. and certain of its affiliates ("Silver Lake"), which collectively own approximately 44.9% of Gartner's Class A Shares and are affiliated with directors Glenn H. Hutchins and David J. Roux, under which Gartner agreed to

purchase from Silver Lake 9,196,065 Class A Shares, subject to adjustment as follows (provided that in no event will more than 12,000,000 Class A Shares be purchased from Silver Lake): (a) if the aggregate number of Class A Shares sought in the tender offer is increased or decreased, then the number of Class A Shares purchased from Silver Lake will be proportionally increased or decreased, respectively, and (b) if the tender offer for the Class A Shares is not fully subscribed, then the number of Class A Shares purchased from Silver Lake will be increased by that number of Class A Shares equal to the difference between the number of Class A Shares sought in the tender offer as of the expiration date and the actual number of Class A Shares tendered and accepted for payment in the tender offer. This purchase will be at the same price per Class A Share as is paid in the tender offer, and will occur on the eleventh business day following the date that funds are made available by Gartner to the depository for the settlement of shares tendered and accepted in the tender offer. Silver Lake has also agreed not to tender any of its shares in the tender offer. Silver Lake is prohibited under the Silver Lake Stock Purchase Agreement from selling Class A Shares or purchasing Class A Shares or Class B Shares during the tender offer and until 11 business days following the tender offer.

Based upon the number of shares tendered and the prices specified by the tendering stockholders, Gartner will determine, upon the terms and subject to the conditions of the tender offer, the lowest single price within the \$12.50 to \$13.50 range that will allow it to buy 11,298,630 Class A Shares or such fewer number of Class A Shares as are properly tendered within that price range and not properly withdrawn. Similarly, Gartner will determine, upon the terms and subject to the conditions of the tender offer, the lowest single price within the \$12.50 to \$13.50 range that will allow it to buy 5,505,305 Class B Shares or such fewer number of Class B Shares as are properly tendered within that price range and not properly withdrawn. Gartner will purchase all shares properly tendered, and not properly withdrawn, prior to the "expiration date" (as defined below) at the relevant purchase price, upon the terms and subject to the conditions of the tender offer including the "odd lot," proration and conditional tender provisions.

Under no circumstances will Gartner pay interest on the purchase price for the shares, regardless of any delay in making payment. Gartner will acquire all shares of a given class acquired in the tender offer at the relevant purchase price regardless of whether the stockholder selected a lower price. The term "expiration date" means 5:00 p.m., New York City time, on Friday, July 30, 2004, unless and until Gartner, in its sole discretion, subject to the terms of the Silver Lake Stock Purchase Agreement, shall have extended the period of time during which the tender offer will remain open, in which event the term "expiration date" shall refer to the latest time and date at which the tender offer, as so extended by Gartner, shall expire. Gartner reserves the right, in its sole discretion, subject to the terms of the Silver Lake Stock Purchase Agreement, to purchase more than 11,298,630 Class A Shares and/or 5,505,305 Class B Shares under the tender offer, subject to applicable law.

For purposes of the tender offer, Gartner will be deemed to have accepted for payment, and therefore purchased, shares properly tendered (and not properly withdrawn) at or below the relevant purchase price, subject to the odd lot, proration and conditional tender provisions of the tender offer, only when, as and if Gartner gives oral or written notice to Mellon Investor Services LLC, the depository for the tender offer, of its acceptance for payment of shares under the tender offer. Gartner will make payment for shares tendered and accepted for payment under the tender offer only after timely receipt by the depository of certificates for such shares or of timely confirmation of a book-entry transfer of such shares into the depository's account at the "book-entry transfer facility" (as defined in the Offer to Purchase), a properly completed and duly executed Letters of Transmittal or a manually signed facsimile thereof or in the case of a book-entry transfer, an "agent's message" (as defined in the Offer to Purchase), and any other documents required by the Letter of Transmittal.

Upon the terms and subject to the conditions of the tender offer, if more than 11,298,630 Class A Shares, and 5,505,305 Class B Shares, or such greater number of shares of the applicable class as Gartner may elect to purchase, subject to applicable law, have been properly tendered, and not properly withdrawn prior to the expiration date at prices at or below the applicable purchase price, Gartner will purchase properly tendered shares of each class on the following basis:

- first, from all holders of "odd lots" (holders of less than 100 Class A Shares or Class B Shares) who properly tender all their shares of the applicable class at or below the applicable purchase price selected by Gartner and do not properly withdraw them before the expiration date (partial tenders will not qualify for this preference); provided, however, that if Gartner's repurchase of "odd lots" would result in either class of shares being held of

record by less than 300 persons, then Gartner will not give priority to holders of "odd lots" of such class and such holders will be treated for purposes of the tender offer as if they were not holders of "odd lots";

- second, on a pro rata basis from all other stockholders who properly tender shares at or below the applicable purchase price selected by Gartner with respect to such shares, other than stockholders who tender conditionally and whose conditions are not satisfied; and
- third, only if necessary to permit Gartner to purchase 11,298,630 Class A Shares or 5,505,305 Class B Shares, as applicable, (or such greater number of shares as Gartner may elect to purchase, subject to applicable law) from holders who have tendered shares at or below the applicable purchase price, subject to the condition that Gartner purchase a specified minimum number of the holder's shares of the applicable class if Gartner purchases any of the holder's shares of such class in the tender offer (for which the condition was not initially satisfied) by random lot, to the extent feasible. To be eligible for purchase by random lot, stockholders that conditionally tender their shares must have tendered all of their shares of the applicable class.

Gartner will return all other tendered shares that it has not purchased promptly after the expiration date.

Gartner expressly reserves the right, in its sole discretion and subject to the terms of the Silver Lake Stock Purchase Agreement, at any time and from time to time, to extend the period of time during which the tender offer is open for either class and thereby delay acceptance for payment of, and payment for, any shares of such class by giving oral or written notice of such extension to the depository and making a public announcement thereof 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. During any such extension, all shares of such class previously tendered and not properly withdrawn will remain subject to the tender offer and to the right of a tendering stockholder to withdraw such stockholder's shares.

Gartner's management and Board of Directors have thoroughly evaluated Gartner's operations, financial condition, capital needs, strategy and expectations for the future and believe that the tender offer is a prudent use of its financial resources given its business profile and assets, and that investing in its own shares is an attractive use of capital and an efficient means to provide value to its stockholders. Gartner currently has no debt and anticipates that it will have adequate cash generating capacity and no immediate need for the accumulation of cash, and expects that its current cash balances, anticipated cash flows from operations and borrowing capacity exceed its capital requirements for normal operations, capital expenditures and acquisitions and other opportunities for growth that may arise. The tender offer represents the opportunity for Gartner to return cash to stockholders who elect to tender their shares at a premium over the recent trading prices for the shares without the usual transaction costs associated with open market sales, while at the same time increasing non-tendering stockholders' proportionate interest in Gartner and thus in Gartner's future earnings and assets at no additional cost to them. Gartner believes the tender offer, if completed, will be accretive to currently projected earnings per share, although there can be no assurance of this.

Generally, a stockholder will be subject to U.S. federal income taxation when the stockholder receives cash from Gartner in exchange for the shares that the stockholder tenders.

Tenders of shares under the tender offer are irrevocable, except that such shares may be withdrawn at any time prior to the expiration date and, unless previously accepted for payment by Gartner under the tender offer, may also be withdrawn at any time after 12:00 Midnight, New York City time, on Tuesday, August 17, 2004. For such withdrawal to be effective, Mellon Investor Services LLC must timely receive a written, telegraphic or facsimile transmission notice of withdrawal at its address set forth on the back cover page of the Offer to Purchase. Stockholders who have submitted multiple Letters of Transmittal with respect to tenders at different prices and/or tenders of different classes must submit separate notices of withdrawal corresponding to each such Letter of Transmittal previously submitted in order to properly withdraw their shares. Any such notice of withdrawal must specify the name of the tendering stockholder, the number and class 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 depository, then, before the release of such certificates, the serial numbers shown on such certificates must be submitted to the depository and the signature(s) on the notice of withdrawal must be guaranteed by an "eligible guarantor institution" (as defined in the Offer to Purchase), unless such shares have been tendered for the account of an eligible guarantor 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.

Gartner will determine, in its sole discretion, all questions as to the form and validity of any notice of withdrawal, including the time of receipt, and such determination will be final and binding. None of Gartner, Mellon Investor Services LLC, as the depository, Georgeson Shareholder Communications, Inc., as the information agent, Goldman, Sachs & Co., as 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.

Gartner is mailing promptly the Offer to Purchase and the related Letters of Transmittal to record holders of shares whose names appear on Gartner's stockholder list and will furnish the Offer to Purchase and the related Letters of Transmittal 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 AND THE RELATED LETTERS OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION THAT STOCKHOLDERS SHOULD READ CAREFULLY BEFORE MAKING ANY DECISION WITH RESPECT TO THE TENDER OFFER. Stockholders may obtain additional copies of the Offer to Purchase and Letters of Transmittal from the information agent at the address and telephone number set forth below. The information agent will promptly furnish to stockholders additional copies of these materials at Gartner's expense.

Please direct any questions or requests for assistance to the information agent or the dealer manager at their respective telephone numbers and addresses set forth below. Please direct requests for additional copies of the Offer to Purchase, the Letters of Transmittal or the notices of guaranteed delivery to the information agent at the telephone number and address set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning the tender offer. To confirm delivery of shares, please contact the depository.

The Information Agent for the tender offer is:

GEORGESON SHAREHOLDER COMMUNICATIONS, INC.  
17 State Street  
New York, New York 10004  
Banks and Brokerage Firms Call: (212) 440-9800  
All Others Call Toll Free: (888) 279-4024

The Dealer Manager for the tender offer is:

GOLDMAN, SACHS & CO.  
85 Broad Street  
New York, New York 10004  
Call: (212) 902-1000  
Call Toll Free: (800) 323-5678

June 22, 2004

(JPMORGAN LOGO)

June 17, 2004

Gartner, Inc.  
\$225,000,000 Senior Credit Facilities  
Commitment Letter

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

Attention: Chris Lafond, Chief Financial Officer  
and Executive Vice President

Ladies and Gentlemen:

You have advised J.P. Morgan Securities Inc. ("JPMorgan") and JPMorgan Chase Bank ("JPMorgan Chase Bank"; together with JPMorgan, the "Commitment Parties") that Gartner, Inc., a Delaware corporation (the "Borrower"), intends to either purchase or redeem its capital stock in an aggregate amount not to exceed \$375,000,000 million (the "Stock Payments"; including the financing therefor, the funding of the Credit Facilities described below and related transactions, the "Transaction"). The sources and uses of funding for the Transaction are described in the Sources and Uses Table (the "Table") attached hereto as Schedule I.

You have also advised us that you propose to finance the Transaction and the related fees and expenses from the following sources: (a) approximately \$155,300,000 from cash on hand and (b) \$225,000,000 from senior unsecured credit facilities (such credit facilities, the "Credit Facilities") of the Borrower comprised of a term loan facility aggregating \$125,000,000 (the "Term Facility") and a revolving credit facility aggregating \$100,000,000 (the "Revolving Facility").

JPMorgan is pleased to advise you that it is willing to act as the sole lead arranger and sole bookrunner for the Credit Facilities, and JPMorgan Chase Bank is pleased to advise you of its commitment to provide the entire amount of the Credit Facilities. This Commitment Letter and the Summary of Terms and Conditions attached as Exhibit A hereto (the "Term Sheet") set forth the principal terms and conditions on and subject to which JPMorgan Chase Bank is willing to make available the Credit Facilities.

Commitment Letter

It is agreed that JPMorgan will act as the sole lead arranger and sole bookrunner in respect of the Credit Facilities (in such capacities, the "Lead Arranger"), and that JPMorgan Chase Bank will act as the sole administrative agent in respect of the Credit Facilities. You agree that, as a condition to the commitments and agreements hereunder, no other agents, co-agents or arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Term Sheet and the Fee Letter referred to below) will be paid in connection with the Credit Facilities unless you and we shall so agree.

We intend to syndicate the Credit Facilities to a group of lenders (together with JPMorgan Chase Bank, the "Lenders") identified by us in consultation with you. We intend to commence syndication efforts promptly, and you agree actively to assist us in a manner mutually agreeable to us and you in completing a syndication satisfactory to us. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from the existing banking relationships of the Borrower, (b) direct contact between senior management and advisors of the Borrower and the proposed Lenders, (c) assistance in the preparation of a Confidential Information Memorandum and other marketing materials to be used in connection with the syndication and (d) the hosting, with us and senior management of the Borrower, of one or more meetings of prospective Lenders.

JPMorgan, in its capacity as Lead Arranger, will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. In its capacity as Lead Arranger, JPMorgan will have no responsibility other than to arrange the syndication as set forth herein and in no event shall be subject to any fiduciary or other implied duties. To assist us in our syndication efforts, you agree promptly to prepare and provide to us all information with respect to the Borrower and its subsidiaries, the Transaction and the other transactions contemplated hereby, including all financial information and projections (the "Projections"), as we may reasonably request in connection with the arrangement and syndication of the Credit Facilities. At our request, you agree to assist in the preparation of a version of the information package and presentation consisting exclusively of information and documentation that is either publicly available or not material with respect to the Borrower, their respective affiliates and any of their respective securities for purposes of United States federal and state securities laws. You hereby represent and covenant that (a) all information other than the Projections (the "Information") that has been or will be made available to us by you or any of your representatives is or will be, when furnished, taken as a whole, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon reasonable assumptions. You understand that in arranging and syndicating the Credit Facilities we may use and rely on the Information and Projections without independent verification thereof.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in the Fee Letter dated the date hereof and delivered herewith (the "Fee Letter").

Each Commitment Party's commitments and agreements hereunder are subject to (a) there not occurring or becoming known to such Commitment Party any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on the business, operations, property, or financial condition of the Borrower and its subsidiaries, taken as a

Commitment Letter



whole, (b) such Commitment Party's completion of and satisfaction in all respects with a due diligence investigation of the Borrower and its subsidiaries, (c) such Commitment Party not becoming aware after the date hereof of any information or other matter (including any matter relating to financial models and underlying assumptions relating to the Projections) affecting the Borrower or the Transaction that in such Commitment Party's reasonable judgment is inconsistent in a material and adverse manner with any such information or other matter disclosed to such Commitment Party prior to the date hereof or could reasonably be expected to materially impair the syndication of the Credit Facilities, (d) there not having occurred a material disruption of or material adverse change in conditions in the financial, banking or capital markets that, in such Commitment Party's judgment, could materially impair the syndication of the Credit Facilities, (e) such Commitment Party's satisfaction that prior to and during the syndication of the Credit Facilities there shall be no competing offering, placement or arrangement of any debt securities or bank financing (other than the proposed offering of debt securities as set forth in the Engagement Letter dated the date hereof) by or on behalf of the Borrower or any of its affiliates, (f) the closing of the Credit Facilities on or before July 30, 2004, and (g) the other conditions set forth or referred to in the Term Sheet. The terms and conditions of the commitments hereunder and of the Credit Facilities are not limited to those set forth herein and in the Term Sheet. Those matters that are not covered by the provisions hereof and of the Term Sheet are subject to the approval and agreement of the Commitment Parties and the Borrower.

You agree (a) to indemnify and hold harmless the Commitment Parties, their affiliates and their respective directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Credit Facilities, the use of the proceeds thereof, the Transaction or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from the willful misconduct or gross negligence of such indemnified person, and (b) to reimburse each Commitment Party and its affiliates on demand for all reasonable out-of-pocket expenses (including due diligence expenses, syndication expenses, consultant's fees and expenses, travel expenses, and reasonable fees, charges and disbursements of counsel) incurred in connection with the Credit Facilities and any related documentation (including this Commitment Letter and the definitive financing documentation) or the administration, amendment, modification or waiver thereof. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems or for any special, indirect, consequential or punitive damages in connection with the Credit Facilities except to the extent any such damages are found by a final, non-appealable judgment of a court to arise from the gross negligence or willful misconduct of such indemnified person or such indemnified person's affiliates, directors, employees, advisors or agents.

You acknowledge that each Commitment Party and its affiliates (the term "Commitment Party" as used below in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. No Commitment Party will use confidential information obtained from you by virtue of the transactions contemplated hereby or its other relationships with you in connection with the performance by such Commitment Party of services for other companies, and no Commitment Party will furnish any such information to other companies. You also acknowledge that no Commitment Party has any obligation to use in connection with the transactions contemplated hereby, or to furnish to you,

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confidential information obtained from other companies. You further acknowledge that JPMorgan is a full service securities firm and JPMorgan may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of the Borrower and its affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter.

Each Commitment Party may employ the services of its affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates information concerning you and the other companies that may be the subject of the transactions contemplated by this Commitment Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits afforded such Commitment Party hereunder.

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us with respect to the Credit Facilities and set forth the entire understanding of the parties with respect thereto. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Term Sheet or the Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing) except (a) to your officers, agents and advisors who are directly involved in the consideration of this matter or (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform us promptly thereof).

The compensation, reimbursement, indemnification and confidentiality provisions contained herein and in the Fee Letter and any other provision herein or therein which by its terms expressly survives the termination of this Commitment Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheet and the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time, on June 18, 2004. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

Commitment Letter

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

J.P. MORGAN SECURITIES INC.

By: /s/ Cornelius J. Droogan

\_\_\_\_\_  
Name: Cornelius J. Droogan  
Title: Vice President

JPMORGAN CHASE BANK

By: /s/ T. David Short

\_\_\_\_\_  
Name: T. David Short  
Title: Vice President

Accepted and agreed to as of  
the date first above written:

GARTNER, INC.

By: /s/ Chris Lafond

\_\_\_\_\_  
Name: Chris Lafond  
Title: Chief Financial Officer  
and Executive Vice  
President

Commitment Letter

## SOURCES AND USES TABLE

Sources:		
	Cash on Hand	\$155,300,000
	Term Loans	\$125,000,000
	Revolving Loans(1)/	\$100,000,000
		=====
	Total Sources	\$380,300,000
		-----
Uses:		
	Repurchase of Stock	\$375,000,000
	Payment of Fees and Expenses	\$ 5,300,000
		=====
	Total Uses	\$380,300,000
		-----

- -----

(1)/ \$100,000,000 availability.

Table

GARTNER, INC.  
 SENIOR FACILITIES  
 Summary of Terms and Conditions

-----

Gartner, Inc., a Delaware corporation (the "Borrower"), intends to either purchase or redeem its capital stock in an aggregate amount not to exceed \$375,000,000 (the "Stock Payments"; together with the financing therefor, the funding of the Credit Facilities described below and related transactions, the "Transaction"). The sources and uses of funding for the Transaction are described in the Sources and Uses Table (the "Table") attached hereto as Schedule I. Set forth below is a statement of the terms and conditions for the Credit Facilities to be used to finance a portion of the Transaction:

1. PARTIES

Borrower: The Borrower.

Guarantors: Each of the Borrower's direct and indirect, existing and future, domestic subsidiaries (collectively, the "Guarantors"; the Borrower and the Guarantors, collectively, the "Loan Parties").

Sole Lead Arranger and Sole Bookrunner: J.P. Morgan Securities Inc. (in such capacity, the "Arranger").

Administrative Agent: JPMorgan Chase Bank ("JPMorgan Chase Bank" and, in such capacity, the "Administrative Agent").

Lenders: A syndicate of banks, financial institutions and other entities, including JPMorgan Chase Bank, arranged by the Arranger (collectively, the "Lenders").

2. TYPES AND AMOUNTS OF CREDIT FACILITIES

A. Term Facility

Type and Amount: Tranche A Term Facility: A five-year term loan facility (the "Term Facility") in the amount of \$125,000,000 (the loans thereunder, the "Term Loans"). The Term Loans shall be repayable in quarterly installments of \$6,250,000, with the balance due in a final installment on the fifth anniversary of the Closing Date (as defined below).

Availability: The Term Loans shall be made in a single drawing on the Closing Date.

Purpose: The proceeds of the Term Loans shall be used to finance a portion of the Transaction and to pay related fees and expenses.

B. Revolving Facility

Type and Amount: A five-year revolving facility (the "Revolving Facility"; the commitments thereunder, the "Revolving Commitments"; the

Term Sheet - Credit Facilities

Revolving Facility and the Term Facility are collectively the "Credit Facilities") in the amount of \$100,000,000 (the loans thereunder, the "Revolving Loans"; and together with the Term Loans, the "Loans").

**Availability:** The Revolving Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is five years after the Closing Date (the "Revolving Termination Date").

**Letters of Credit:** A portion of the Revolving Facility not in excess of \$10,000,000 shall be available for the issuance of letters of credit (the "Letters of Credit") by JPMorgan Chase Bank (in such capacity, the "Issuing Lender"). No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance and (b) five business days prior to the Revolving Termination Date, provided that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above).

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Revolving Loans) on the same business day. To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the Revolving Facility shall be irrevocably and unconditionally obligated to reimburse the Issuing Lender on a pro rata basis.

**Maturity:** The Revolving Termination Date.

**Purpose:** The proceeds of the Revolving Loans shall be used to finance (a) a portion of the Transaction and (b) the working capital needs and general corporate purposes of the Borrower and its subsidiaries.

### 3. CERTAIN PAYMENT PROVISIONS

**Fees and Interest Rates:** As set forth on Annex I.

**Optional Prepayments and Commitment Reductions:** Loans may be prepaid without premium and commitments may be reduced by the Borrower in minimum amounts to be agreed upon. Optional prepayments of the Term Loans shall be applied ratably to the installments thereof. Optional prepayments of the Term Loans may not be reborrowed.

**Mandatory Prepayments:** The following amounts shall be applied to prepay the Term Loans:

(a) 50% of the net cash proceeds of any sale or issuance of equity after the Closing Date by the Borrower or any of its

subsidiaries and 100% of the net proceeds of the incurrence of indebtedness pursuant to the issuance by the Borrower of senior notes in a Rule 144A private placement after the Closing Date, and subject to certain customary exceptions to be agreed upon, provided that, the net proceeds of any such issuance of equity or incurrence of debt will be applied first to repay any outstanding obligations of the Borrower in respect of the Revolving Facility (but not to reduce the commitments in respect thereof).

(b) 50% of the net cash proceeds of any sale or other disposition (including as a result of casualty or condemnation) by the Borrower or any of its subsidiaries of any assets, except for the sale of inventory or obsolete or worn-out property in the ordinary course of business and subject to certain other customary exceptions to be agreed upon.

Mandatory prepayments of the Term Loans shall be applied ratably to the installments thereof. Mandatory prepayments of the Term Loans may not be reborrowed.

#### 4. CERTAIN CONDITIONS

##### Initial Conditions:

The availability of the Credit Facilities shall be conditioned upon satisfaction of, among other things, the following conditions precedent (the date upon which all such conditions shall be satisfied, the "Closing Date") on or before July 26, 2004:

(i) Each Loan Party shall have executed and delivered satisfactory definitive financing documentation with respect to the Credit Facilities (the "Credit Documentation").

(ii) The Administrative Agent shall have received reasonably satisfactory evidence of the payment in full of all debt outstanding under the Credit Agreement, dated as of July 16, 1999, as amended and restated as of July 17, 2000, among the Borrower, the lenders party thereto and JPMorgan Chase Bank, as the administrative agent.

(iii) The Lenders, the Administrative Agent, the Arranger and counsel to the Administrative Agent and Arranger shall have received all fees required to be paid, and all expenses for which invoices have been presented, on or before the Closing Date.

(iv) All governmental and third party approvals necessary or, in the reasonable discretion of the Administrative Agent, advisable in connection with the Transaction, the financing contemplated hereby and the continuing operations of the Borrower and its subsidiaries shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose

adverse conditions on the Transaction or the financing thereof.

(v) The Borrower shall have delivered (i) reasonably satisfactory audited consolidated financial statements of the Borrower for the three most recent fiscal years ended prior to the Closing Date as to which such financial statements are available and (ii) reasonably satisfactory unaudited interim consolidated financial statements of the Borrower for each quarterly period ended subsequent to the date of the latest financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are available.

(vi) The Borrower shall have delivered a satisfactory pro forma consolidated balance sheet of the Borrower as at the date of the most recent consolidated balance sheet delivered pursuant to the preceding paragraph, adjusted to give effect to the consummation of the Transaction and the financings contemplated hereby as if such transactions had occurred on such date.

(vii) The Borrower shall have delivered satisfactory projections through the 2009 fiscal year.

(viii) The Administrative Agent shall have received the results of a recent lien search in each relevant jurisdiction with respect to the Borrower and its subsidiaries, and such search shall reveal no liens on any of the assets of the Borrower or its subsidiaries except for liens permitted by the Credit Documentation or liens to be discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(ix) The Administrative Agent shall have received a satisfactory solvency certificate from the chief financial officer of the Borrower that shall document the solvency of the Borrower and its subsidiaries after giving effect to the Transaction and the other transactions contemplated hereby.

(x) No new material information shall have come to the attention of the Administrative Agent after the date hereof which shall have caused the Administrative Agent to reasonably conclude that amounts available under the Revolving Facility, together with the amount of cash on hand in the United States as indicated on the balance sheet of the Borrower for its most recent fiscal quarter, shall not be sufficient to meet the ongoing working capital needs of the Borrower and its subsidiaries following the Transaction and the consummation of the other transactions contemplated hereby.

(xi) The Administrative Agent shall have received such legal opinions (including opinions (i) from counsel to the Borrower and its subsidiaries, and (ii) from such special and local counsel as may be required by the Administrative Agent), documents and



other instruments as are customary for transactions of this type or as they may reasonably request.

**On-Going Conditions:** The making of each extension of credit shall be conditioned upon (a) the accuracy of all representations and warranties in the documentation (the "Credit Documentation") with respect to the Credit Facilities and (b) there being no default or event of default in existence at the time of, or after giving effect to the making of, such extension of credit. As used herein and in the Credit Documentation a "material adverse change" shall mean any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, operations, property, or financial condition of the Borrower and its subsidiaries taken as a whole or (b) the validity or enforceability of any of the Credit Documentation or the rights and remedies of the Administrative Agent and the Lenders thereunder.

## 5. CERTAIN DOCUMENTATION MATTERS

The Credit Documentation shall contain representations, warranties, covenants and events of default (in each case, applicable to the Borrower and its subsidiaries) customary for financings of this type and other terms deemed appropriate by the Lenders, including, without limitation:

### Representations and Warranties:

Financial statements (including pro forma financial statements); absence of undisclosed liabilities; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of Credit Documentation; no conflict with law or contractual obligations; no material litigation; no default; ownership of property; liens; intellectual property; taxes; Federal Reserve regulations; labor matters; ERISA; Investment Company Act and other regulations; subsidiaries; use of proceeds; environmental matters; accuracy of disclosure; creation and perfection of security interests; solvency; status of Credit Facilities as senior debt; regulation H; and delivery of certain documents.

**Affirmative Covenants:** Delivery of financial statements, reports, accountants' letters, projections, officers' certificates and other information reasonably requested by the Lenders; payment of taxes and other obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of property and insurance; maintenance of books and records; right of the Lenders to inspect property and books and records; notices of defaults, litigation and other material events; compliance with environmental laws; further assurances (including, without limitation, with respect to security interests

in after-acquired property); and agreement to obtain interest rate protection in an amount and manner satisfactory to the Administrative Agent.

- Financial Covenants:** To include minimum fixed charge coverage ratio, maximum leverage ratio and minimum contract value ratio.
- Negative Covenants:** Limitations on: indebtedness (including guarantee obligations); liens; mergers, consolidations, liquidations and dissolutions; sales of assets; dividends and other payments in respect of capital stock; capital expenditures; acquisitions, investments, loans and advances; payments and modifications of subordinated and other material debt instruments; transactions with affiliates; sale-leasebacks; changes in fiscal year; hedging arrangements; negative pledge clauses and clauses restricting subsidiary distributions; changes in lines of business; and amendments to other transaction documents.
- The negative covenants will permit the Borrower to make the Stock Payments as long as no default has occurred and is continuing under the Credit Documentation or would result therefrom and subject to annual aggregate limits to be agreed upon.
- Events of Default:** Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be agreed upon; material inaccuracy of representations and warranties; violation of covenants (subject, in the case of certain affirmative covenants, to a grace period to be agreed upon); cross-default to material indebtedness; bankruptcy events; certain ERISA events; material judgments; actual or asserted invalidity of any guarantee; and a change of control (the definition of which is to be agreed upon).
- Voting:** Amendments and waivers with respect to the Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the Term Loans and Revolving Commitments, except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of amortization or maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender's commitment and (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages, (ii) releases of all or substantially all the collateral and (iii) releases of any significant Guarantor.
- Assignments and Participations:** The Lenders shall be permitted to assign all or a portion of their Loans and commitments with the consent, not to be

unreasonably withheld, of (a) the Borrower, unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing, (b) the Administrative Agent, unless a Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund and (c) the Issuing Lender, unless a Term Loan is being assigned. Non-pro rata assignments shall be permitted. In the case of partial assignments (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be \$1,000,000 (in the case of the Term Facilities) and \$5,000,000 (in the case of the Revolving Facility), in each case unless otherwise agreed by the Borrower and the Administrative Agent. The Administrative Agent shall receive a processing and recordation fee of \$3,500 in connection with all assignments. The Lenders shall also be permitted to sell participations in their Loans. Participants shall have the same benefits as the Lenders with respect to yield protection and increased cost provisions subject to customary limitations. Voting rights of participants shall be limited to those matters set forth in clause (a) under "Voting" with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of Loans in accordance with applicable law shall be permitted without restriction.

**Yield Protection:** The Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto.

**Expenses and Indemnification:** The Borrower shall pay (a) all reasonable out-of-pocket expenses of the Administrative Agent and the Arranger associated with the syndication of the Credit Facilities and the preparation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of counsel) and (b) all out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Senior Credit Documentation.

The Administrative Agent, the Arranger and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any losses, claims, damages, liabilities or expenses incurred in respect of

the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they are found by a final, non-appealable judgment of a court to arise from the gross negligence or willful misconduct of the relevant indemnified person.

Governing Law and  
Forum:

State of New York.

Counsel to the  
Administrative Agent  
and the Arranger:

Simpson Thacher & Bartlett LLP.

Term Sheet - Credit Facilities

## INTEREST AND CERTAIN FEES

Interest Rate Options: The Borrower may elect that the Loans comprising each borrowing bear interest at a rate per annum equal to (a) the ABR plus the Applicable Margin or (b) the Eurodollar Rate plus the Applicable Margin. As used herein:

"ABR" means the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City (the "Prime Rate"), (ii) the secondary market rate for three-month certificates of deposit (adjusted for statutory reserve requirements) plus 1%, and (iii) the federal funds effective rate from time to time plus 0.5%.

"Applicable Margin" means, with respect to Revolving Loans and Term Loans, a percentage determined in accordance with the pricing grid attached hereto as Annex I-A. The foregoing margins applicable to Revolving Loans and Term Loans shall be subject to change after financial statements have been delivered for two full fiscal quarters after the Closing Date by amounts to be agreed upon based on the achievement of performance targets to be determined and provided that no event of default is in existence.

"Eurodollar Rate" means the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to one, two, three or six months (as selected by the Borrower) appearing on Page 3750 of the Telerate screen.

Interest Payment Dates: In the case of Loans bearing interest based upon the ABR ("ABR Loans"), quarterly in arrears.

In the case of Loans bearing interest based upon the Eurodollar Rate ("Eurodollar Loans") on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.

**Commitment Fees:** The Borrower shall pay a commitment fee calculated at a rate per annum equal to a rate determined in accordance with the pricing grid attached hereto as Annex I-A on the average daily unused portion of the Revolving Facility, payable quarterly in arrears. The commitment fee rate shall be subject to change after financial statements have been delivered for two full fiscal quarters after the Closing Date by amounts to be agreed upon based on the achievement of performance targets to be determined and provided that no event of default is in existence.

**Letter of Credit Fees:** The Borrower shall pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility on the face amount of each such Letter of Credit. Such fee shall be shared ratably among the Lenders participating in the Revolving Facility and shall be payable quarterly in arrears.

A fronting fee equal to 0.25% per annum on the face amount of each Letter of Credit shall be payable quarterly in arrears to the Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Lender for its own account.

**Default Rate:** At any time when the Borrower is in default in the payment of any amount of principal due under the Credit Facilities, all outstanding Loans shall bear interest at 2% above the rate otherwise applicable thereto. Overdue interest, fees and other amounts shall bear interest at 2% above the rate applicable to the relevant ABR Loans.

**Rate and Fee Basis:** All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans the interest rate payable on which is then based on the Prime Rate) for actual days elapsed.

Term Sheet - Credit Facilities

## PRICING GRID

Level	Total Debt to EBITDA	Commitment Fee	ABR Margin	Eurodollar Margin
-----	-----	-----	-----	-----
I	> 2.00x	50.0	100.0	200.0
II	= 1.50x	37.5	75.0	175.0
III	= 1.00x	30.0	50.0	150.0
IV	< 1.00x	25.0	37.5	137.5

The ratio of total debt to EBITDA will be measured quarterly for the four consecutive fiscal quarters then ended, on a consolidated basis, according to the most recent Compliance Certificate delivered by the Borrower to the Administrative Agent, which rate shall be set at no lower than Level II (it being understood that Level I is the highest Level and Level IV is the lowest Level) until the Borrower shall have delivered a Compliance Certificate for the fiscal quarter ending two full fiscal quarters after the Closing Date.

Term Sheet - Credit Facilities

June 17, 2004

Gartner, Inc.  
\$225,000,000 Senior Credit Facilities  
Fee Letter

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

Attention: Chris Lafond, Chief Financial Officer  
and Executive Vice President

Ladies and Gentlemen:

Reference is made to the Commitment Letter dated the date hereof (the "Commitment Letter") among us and you, regarding the Transaction described therein. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Commitment Letter. This letter agreement is the Fee Letter referred to in the Commitment Letter.

As consideration for the agreements and commitments under the Commitment Letter, you agree to cause to be paid to JPMorgan Chase Bank the following fees:

(i) An underwriting fee in an amount equal to the greater of \$2,250,000 and 1.0% of the aggregate commitments in respect of the Credit Facilities, 75% of which shall be payable on the Closing Date and 25% of which shall be deemed earned upon your acceptance of the Commitment Letter and payable upon the earlier of (a) the consummation of the Transaction and (b) the termination of JPMorgan Chase Bank's commitment under the Commitment Letter in accordance with the terms thereof.

(ii) An annual administration fee in an amount equal to \$75,000 per year, which fee will be payable on the Closing Date and annually in advance on each anniversary thereof prior to the maturity or early termination of the Credit Facilities and the payment in full of all amounts owing thereunder.

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Commitment Letter are consummated. All fees payable hereunder and under the Commitment Letter shall be paid in immediately available funds and shall be in addition to reimbursement of the out-of-pocket expenses of the Commitment Parties. You agree that each Commitment Party may, in its sole discretion, share all or a portion of any of the fees payable pursuant to this Fee Letter with any of the other Lenders.

Fee Letter



Notwithstanding anything to the contrary in the Commitment Letter, the Commitment Parties shall be entitled, after consultation with you, to change the pricing, terms and structure of the Credit Facilities if the Commitment Parties determine that such changes are advisable to insure a successful syndication of the Credit Facilities (it being understood that such changes may include the addition of collateral if the Term Facility is structured as a Tranche B Term Facility); provided that (a) the total amount of the Credit Facilities remains unchanged and (b) that the interest rates with respect to the Credit Facilities may be increased by no more than (i) in the case that the Credit Facilities shall have received ratings of at least Ba1 or better from Moody's and BB+ or better from S&P and each such rating has a stable outlook or better, 2.75%, (ii) in the case that the Credit Facilities shall have received ratings of at least Ba2 or better from Moody's and BB or better from S&P and each such rating has a stable outlook or better, 3.00%, (iii) in the case that the Credit Facilities shall have received ratings of at least Ba3 or better from Moody's and BB- or better from S&P and each such rating has a stable outlook or better, 3.50%, or (iv) in the case that the Credit Facilities shall not have received ratings, 3.50%. JPMorgan Chase Bank's commitment under the Commitment Letter is subject to the agreements in this paragraph. The agreements in this paragraph shall survive the closing of the Credit Facilities.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by each Commitment Party and you. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter.

Fee Letter

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter.

Very truly yours,

J.P. MORGAN SECURITIES INC.

By: /s/ Cornelius J. Droogan

-----  
Name: Cornelius J. Droogan  
Title: Vice President

JPMORGAN CHASE BANK

By: /s/ T. David Short

-----  
Name: T. David Short  
Title: Vice President

Accepted and agreed to as of  
the date first above written:

GARTNER, INC.

By: /s/ Christopher Lafond

-----  
Name: Christopher Lafond  
Title: Executive Vice President and Chief Financial Officer

Fee Letter

## EXECUTION COPY

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "AGREEMENT") is made as of June 17, 2004 by and among Gartner, Inc., a corporation organized and existing under the laws of the State of Delaware (the "COMPANY"), and Silver Lake Partners, L.P., a Delaware limited partnership, Silver Lake Investors, L.P., a Delaware limited partnership, and Silver Lake Technology Investors, L.L.C., a Delaware limited liability company (collectively, "SILVER LAKE").

## R E C I T A L S

A. WHEREAS, the Company intends, but has not made any public announcement of such intention, to conduct a public modified Dutch auction self-tender offer for up to 11,298,630 shares of its Common Stock, Class A, par value \$0.0005 per share ("CLASS A COMMON STOCK"), and 5,505,305 shares of its 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"), at prices ranging from \$12.50 to \$13.50 per share pursuant to the terms and conditions set forth in the draft Offer to Purchase substantially in the form attached hereto as Annex A, as the same may be revised, amended, modified or supplemented from time to time after the date hereof in accordance with Section 8 hereof (the "TENDER OFFER"), commencing no later than June 22, 2004;

B. WHEREAS, as of the date hereof, Silver Lake owns of record 46,969,066 shares of Class A Common Stock of the Company, which constitutes approximately 44.9% of the issued and outstanding shares of Class A Common Stock, and approximately 35.4% of the issued and outstanding shares of Common Stock;

C. WHEREAS, Silver Lake is entitled to certain contractual consent rights (in addition to any vote or consent of the board of directors or the stockholders of the Company required by law or the Company's certificate of incorporation) pursuant to the terms of that certain Amended and Restated Securityholders Agreement, dated as of July 12, 2002, among the Company, Silver Lake Partners, L.P. and certain additional signatories thereto (the "SECURITYHOLDERS AGREEMENT");

D. WHEREAS, Silver Lake has determined it will not exercise its right to tender any of its shares of Class A Common Stock pursuant to the Tender Offer; and

E. WHEREAS, the Company and Silver Lake desire to make certain covenants and agreements with one another pursuant to this Agreement.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

### 1. Purchase and Sale of the Shares; the Closing.

1.1 Purchase and Sale of Class A Common Stock. Subject to the completion of the Tender Offer as set forth below and the other terms and conditions of this Agreement, and on the basis of the representations, warranties and covenants set forth herein, Silver Lake agrees to sell to the Company, and the Company agrees to purchase from Silver Lake, 9,196,065 shares of Class A Common Stock, subject to adjustment as follows; provided, that in no event shall Silver Lake sell more than 12,000,000 shares of Series A Common Stock (the "SHARE CAP") to the Company:

(a) if the Company increases or decreases the number of shares of Class A Common Stock subject to the Tender Offer (any such increase or decrease, the "TO CHANGE"), the aggregate number of shares of Class A Common Stock to be purchased by the Company from Silver Lake shall be increased or decreased, respectively, by an amount equal to the TO Change multiplied by a fraction, the numerator of which is 46,969,066 and the denominator of which is 57,707,954 (representing the outstanding shares of Class A Common Stock held of record by Silver Lake divided by the outstanding shares of Class A Common Stock held of record by all stockholders of the Company other than Silver Lake), subject to the Share Cap; and

(b) if the number of shares of Class A Common Stock tendered and accepted for payment in the Tender Offer is less than the number of shares of Class A Common Stock the Company is offering to purchase in the Tender Offer as of the expiration date (any such difference, the "SERIES A SHORTFALL"), the aggregate number of shares of Class A Common Stock to be purchased by the Company from Silver Lake shall be increased by an amount equal to the Series A Shortfall, subject to the Share Cap.

The number of shares of Class A Common Stock to be purchased from Silver Lake by the Company pursuant to this Section 1.1 is herein referred to as, the "SHARES". The allocation of the Shares to be sold by each Silver Lake entity at the Closing shall be pro rata based on the number of shares of Class A Common Stock held of record by each of Silver Lake Partners, L.P., Silver Lake Investors, L.P., and Silver Lake Technology Investors, L.L.C., rounded to the nearest whole share, or in such other proportion as Silver Lake may determine; provided Silver Lake notifies the Company of such allocation at least one business day prior to the Closing.

1.2 Purchase Price. The "PER SHARE PURCHASE PRICE" for the Shares shall be equal to the price per share paid by the Company for the shares of Class A Common Stock tendered by the holders of Class A Common Stock in the Tender Offer. The "PURCHASE PRICE" shall equal the Per Share Purchase Price specified in Section 1.2 multiplied by the number of Shares purchased by the Company from Silver Lake pursuant to Section 1.1 of this Agreement.

1.3 The Closing. Subject to the terms and conditions hereof, the purchase and sale of the Shares contemplated by this Agreement (the "CLOSING") will take place at the offices of Wilson Sonsini Goodrich & Rosati, 12 East 49th Street, New York, New York 10017 at 10:00 a.m. New York City time on the eleventh business day following the date that the funds are made available by

the Company to the depository for the settlement of Class A Common Stock tendered in the Tender Offer (the "SUCCESSFUL COMPLETION"), or at such other later date or place as the parties shall mutually agree. At the Closing, (i) Silver Lake will deliver to the Company certificates representing the Shares to be purchased by the Company duly endorsed or accompanied by stock powers duly executed in blank and otherwise in form acceptable for transfer on the books of the Company, and (ii) the Company shall deliver the Purchase Price to Silver Lake by wire transfer of immediately available funds to one or more accounts specified by Silver Lake at least one business day prior to the Closing.

2. Representations and Warranties of Silver Lake. In order to induce the Company to enter into this Agreement, Silver Lake hereby represents and warrants to the Company as follows:

2.1 Ownership of Shares. Silver Lake owns of record the number of issued and outstanding shares of Class A Common Stock set forth in the recitals to this Agreement. The Shares to be sold to the Company by Silver Lake when delivered to the Company shall be free and clear of any liens, claims or encumbrances, including rights of first refusal and similar claims except for restrictions of applicable state and federal securities laws. There are no restrictions on the transfer of such Shares imposed by any shareholder or similar agreement or any law, regulation or order, other than applicable state and federal securities laws.

2.2 Authorization. Silver Lake has full right, power and authority to execute, deliver and perform this Agreement and to sell, assign and deliver the Shares to be sold by it to the Company. This Agreement is the legal, valid and, assuming due execution and delivery by the other parties hereto, binding obligation of Silver Lake, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by (i) principles of public policy, (ii) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (iii) rules of law governing the availability of equitable remedies.

2.3 No Violation; No Consent. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Silver Lake (a) will not constitute a breach or violation of or default under any judgment, decree or order or any agreement or instrument of Silver Lake or to which Silver Lake is subject, (b) will not result in the creation or imposition of any lien upon the Shares to be sold by Silver Lake, and (c) will not require the consent of or notice to any governmental entity or any party to any contract, agreement or arrangement with Silver Lake.

2.4 Brokerage. There are no claims for brokerage commissions or finder's fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Silver Lake.

3. Representations and Warranties of the Company. In order to induce Silver Lake to enter into this Agreement, the Company hereby represents and warrants as follows:

3.1 Organization and Corporate Power; Authorization. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite power and authority to execute, deliver and perform this Agreement and to acquire the Shares. As of the Closing the Company will have sufficient capital to purchase the Shares hereunder and to purchase the shares of Common Stock to be purchased pursuant to the Tender Offer in each case in compliance with Section 160 of the Delaware General Corporation Law. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby have been approved by a majority of the disinterested directors on the Board of Directors of the Company, having been advised by counsel, and have been otherwise duly authorized by all requisite action on the part of the Company. This Agreement and any other agreements, instruments, or documents entered into by the Company pursuant to this Agreement have been duly executed and delivered by the Company and are the legal, valid and, assuming due execution by the other parties hereto, binding obligations of the Company, enforceable against the Company in accordance with its terms except to the extent that the enforceability thereof may be limited by (i) principles of public policy, (ii) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (iii) rules of law governing the availability of equitable remedies.

3.2 Capital Stock. The authorized capital stock of the Company consists of (i) 250,000,000 shares of Common Stock, of which 166,000,000 shares are designated Class A Common Stock, of which 104,677,020 shares are issued and outstanding, and 84,000,000 shares are designated Class B Common Stock, of which 28,118,443 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, par value \$0.01 per share, of which 166,000 shares are designated as Series A Junior Participating Preferred Stock, none of which are issued and outstanding, and 84,000 are designated as Series B Junior Participating Preferred Stock, none of which are issued and outstanding.

3.3 No Violation; No Consent. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Company (a) will not constitute a breach or violation of or default under any judgment, decree or order or any agreement or instrument of the Company or to which the Company is subject, and (b) will not require the consent of or notice to any governmental entity or any party to any contract, agreement or arrangement with the Company, other than the consent of Silver Lake provided in Section 8 hereof.

3.4 Brokerage. There are no claims for brokerage commissions or finder's fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company.

4. Conditions to the Company's Obligations. The obligations of the Company under Article 1 to purchase the Shares at the Closing from Silver Lake are subject to the fulfillment as of the Closing of each of the following conditions unless waived by the Company in accordance with Section 9.3:

4.1 Representations and Warranties. The representations and warranties of Silver Lake contained in Article 2 shall be true and correct on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

4.2 Performance. Silver Lake shall have performed and complied in all material respects with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the date of the Closing.

4.3 Tender Offer. The Successful Completion of the Tender Offer shall have occurred.

4.4 Delivery of Certificates. Silver Lake shall have delivered all of the stock certificates representing the Shares to be sold by it at the Closing, free and clear of any liens, claims or encumbrances, along with all stock powers, assignments or any other documents, instruments or certificates necessary for a valid transfer.

4.5 Further Assurances. No governmental authority shall have advised or notified the Company that the consummation of the transactions contemplated hereunder would constitute a material violation of any applicable laws or regulations, which notification or advice shall not have been withdrawn after the exhaustion of the Company's good faith efforts to cause such withdrawal.

5. Conditions to Silver Lake's Obligations. The obligations of Silver Lake under Article 1 to sell the Shares at the Closing are subject to the fulfillment as of the Closing of each of the following conditions unless waived by Silver Lake in accordance with Section 9.3:

5.1 Representations and Warranties. The representations and warranties of the Company contained in Article 3 shall be true and correct as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

5.2 Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the date of the Closing.

5.3 Payment of Purchase Price. The Company shall have delivered the Purchase Price to be paid by the Company to Silver Lake by wire transfer to the account(s) specified by Silver Lake.

5.4 Minimum Amount of Common Stock Tendered. The number of shares of Common Stock tendered and accepted for payment in the Tender Offer shall not be less 1,680,394 shares.

6. Covenants.

6.1 No Purchase of Common Stock. Until eleven business days following the Successful Completion of the Tender Offer, Silver Lake agrees that it will not, directly or indirectly, purchase any shares of Common Stock. Other than the consents provided pursuant to the terms of this Agreement, all prior consents granted by Silver Lake under the Securityholders Agreement with respect to repurchases of shares of capital stock are of no further force or effect with respect to future purchases of capital stock.

6.2 No Sale of Class A Common Stock. Except as contemplated hereunder, from the date hereof until the Closing or the termination of this Agreement, Silver Lake agrees that it will not, directly or indirectly, sell any shares of Class A Common Stock, including in the Tender Offer.

6.3 Closing Conditions. Silver Lake and the Company shall use their commercially reasonable efforts to ensure that each of the conditions to Closing is satisfied.

7. Survival of Representations and Warranties; Limitation on Liability. All representations and warranties hereunder shall survive the Closing. Notwithstanding the foregoing, in no event shall Silver Lake's liability for breach of the representations, warranties and covenants exceed the Purchase Price to be paid by the Company to Silver Lake.

8. Silver Lake Consent. For purposes of Section 2.3 of the Securityholders Agreement and for all other purposes, Silver Lake hereby provides its consent with respect to (i) the transactions contemplated by this Agreement, (ii) the Tender Offer, (iii) the incurrence by the Company of additional indebtedness from time to time, of up to \$325,000,000, \$225,000,000 of which shall be utilized to provide the necessary or desirable financing for the Tender Offer, and (iv) all other transactions and actions as the officers of the Company reasonably deem necessary or advisable to effectuate the Tender Offer. For the avoidance of doubt, Silver Lake's consent shall be required for any amendment to the terms of the Tender Offer that (i) changes the type or amount of consideration per share offered to security holders, (ii) increases the aggregate number of shares of Common Stock sought in the Tender Offer in excess of 16,803,935 (plus up to an additional 2% of the outstanding shares of each class of Common Stock), (iii) decreases the aggregate number of shares of Class A Common Stock sought in the Tender Offer below 11,298,630 (provided, however, that this shall in no way limit the Company's ability to accept a smaller number of shares for payment if the Tender Offer for the Class A Common Stock is undersubscribed), (iv) materially alters any of the conditions of the Tender Offer contained in Section 7 of the Offer to Purchase, adds any additional conditions to the Tender Offer (provided, however, that this shall in no way limit the Company's ability to waive any such condition), or changes the minimum number of shares required to be tendered into the Tender Offer to something other than 1,680,394 shares of Common Stock), or (v) extends the expiration date of the Tender Offer beyond September 15, 2004.

#### 9. Miscellaneous.

9.1 Adjustments. Wherever a particular number is specified herein, including, without limitation, number of shares or price per share, such number shall be adjusted to reflect any stock dividends, stock-splits, reverse stock-splits, combinations or other reclassifications of stock or any similar transactions and appropriate adjustments shall be made with respect to the relevant



provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the Company and Silver Lake under this Agreement.

9.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of laws. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the State of Delaware. Each party hereto agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Section 9.1 by the state and federal courts located in the State of Delaware and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violative of the laws or public policy of the laws of the State of Delaware or any other jurisdiction.

9.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successor and assigns of the parties hereto.

9.4 Entire Agreement; Amendment. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Neither this Agreement nor any provision hereof may be amended, changed or waived other than by a written instrument signed by the party against who enforcement of any such amendment, change or waiver is sought. For the avoidance of doubt, to the extent that any of the terms and conditions of this Agreement are inconsistent with any of the terms and conditions contained in the draft Offer to Purchase attached hereto as Annex A, the terms of this Agreement will govern and the Offer to Purchase will be revised to be consistent with the terms of this Agreement.

9.5 Cooperation. The Company and Silver Lake shall, from and after the date hereof, cooperate in a reasonable manner to effect the purposes of this Agreement.

9.6 Termination. The Company or Silver Lake may terminate this Agreement if (i) the Tender Offer is terminated without the purchase of any shares of Common Stock or (ii) if the Tender Offer is not consummated by September 15, 2004; provided that the Company may not terminate this Agreement under this clause (ii) unless the Tender Offer is terminated. Upon termination of this Agreement pursuant to Section 9.5, none of the parties hereto shall have any liability hereunder except for breaches of such party's representations, warranties or covenants occurring prior to the date of such termination.

9.7 Notices, etc. All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail, express delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed, to the party to be notified, at the respective addresses set forth below, or at such other address which may hereinafter be designated in writing:

(a) If to Silver Lake, to:

Silver Lake Partners, L.P.  
320 Park Avenue, 33rd Floor  
New York, NY 10022  
Attention: Mike Bingle  
Phone: 212-981-5600  
Fax: 212-981-3535

with a copy to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: Mario Ponce, Esq.  
Fax: 212-455-2502

(b) If to the Company, to:

Gartner, Inc.  
P.O. Box 10212  
56 Top Gallant Road  
Stamford, CT 06902-7747  
Attention: General Counsel  
Phone: 203-316-6311  
Fax: 203-316-6245

with a copy to:

Wilson Sonsini Goodrich & Rosati  
  
12 East 49th Street  
New York, NY 10017  
Attention: Robert D. Sanchez, Esq.  
Fax No. 212-999-5899

9.8 Severability. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.9 Titles and Subtitles. The titles of the Articles and Sections of this Agreement are for convenience of reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9.11 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing, and that all remedies, either under this Agreement, by law or otherwise, shall be cumulative and not alternative.

9.12 Consents. Any permission, consent, or approval of any kind or character under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.

9.13 SPECIFIC PERFORMANCE. THE PARTIES HERETO AGREE THAT IRREPARABLE DAMAGE WOULD OCCUR IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT WERE NOT PERFORMED IN ACCORDANCE WITH ITS SPECIFIC INTENT OR WERE OTHERWISE BREACHED. IT IS ACCORDINGLY AGREED THAT THE PARTIES SHALL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS, WITHOUT BOND, TO PREVENT OR CURE BREACHES OF THE PROVISIONS OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS HEREOF, THIS BEING IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED BY LAW OR EQUITY, AND ANY PARTY SUED FOR BREACH OF THIS AGREEMENT EXPRESSLY WAIVES ANY DEFENSE THAT A REMEDY IN DAMAGES WOULD BE ADEQUATE.

9.14 Payment of Fees and Expenses. Each party shall be responsible for paying its own fees, costs and expenses in connection with this Agreement and the transactions herein contemplated.

9.15 Construction of Agreement. No provision of this Agreement shall be construed against either party as the drafter thereof.

9.16 Section References. Unless otherwise stated, any reference contained herein to a Section or subsection refers to the provisions of this Agreement.

9.17 Variations of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

GARTNER, INC.

By: /s/ Christopher Lafond  
-----  
Name: Christopher Lafond  
Title: Executive Vice President  
and Chief Financial Officer

SILVER LAKE

SILVER LAKE PARTNERS, L.P.

By: Silver Lake Technology Associates,  
L.L.C.,  
its General Partner

By: /s/ Michael Bingle  
-----  
Name: Michael Bingle  
Title: Managing Director

SILVER LAKE INVESTORS, L.P.

By: Silver Lake Technology Associates,  
L.L.C.,  
its General Partner

By: /s/ Michael Bingle  
-----  
Name: Michael Bingle  
Title: Managing Director

SILVER LAKE TECHNOLOGY INVESTORS,  
L.L.C.

By: /s/ Michael Bingle  
-----  
Name: Michael Bingle  
Title: Managing Director