
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

GARTNER, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

04-3099750
(I.R.S. Employer
Identification No.)

P.O. Box 10212
56 Top Gallant Road
Stamford, Connecticut 06902-7700
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

AMENDED AND RESTATED GARTNER, INC. 2003 LONG-TERM INCENTIVE PLAN
(Full title of the plan)

Lewis G. Schwartz
General Counsel
Gartner, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, Connecticut 06902-7700
(203) 964 0096
(Name, address, and telephone number, including area code, of agent for service)

Copies to:
Larry W. Sonsini
Robert Sanchez
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
(650) 493-9300

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.0005 par value, to be issued under the Amended and Restated Gartner, Inc. 2003 Long-Term Incentive Plan (1)	11,000,000 (2)	\$10.41(3)	\$114,510,000(3)	\$13,477.83(4)

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- (1) Includes associated rights to purchase preferred stock. Until the occurrence of certain prescribed events, none of which has occurred, the Rights are not exercisable.
 - (2) This Registration Statement shall also cover any additional shares of Registrant's Common Stock that become issuable under the Amended and Restated Gartner 2003 Long-Term Incentive Plan by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the Registrant's receipt of consideration that results in an increase in the number of the Registrant's outstanding shares of Common Stock.
 - (3) Computed in accordance with Rules 457(c) and (h) under the Securities Act of 1933, as amended (the "Securities Act"), solely for the purpose of calculating the registration fee on the basis of the average of the high and low prices of the Registrant's Common Stock as reported on the New York Stock Exchange on August 2, 2005, which amount was \$10.41 per share.
 - (4) Amount of the Registration Fee was calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended, and was determined by multiplying the aggregate offering amount by 0.0001177.
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PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been filed by Gartner, Inc. (the “Registrant”) with the Securities and Exchange Commission (the “Commission”) and are incorporated by reference in this registration statement (this “Registration Statement”):

- (a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2004, filed with the Commission on March 16, 2005;
 - (b)(1) The Registrant’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, filed with the Commission on August 9, 2005;
 - (b)(2) The Registrant’s Current Report on Form 8-K filed with the Commission on July 28, 2005;
 - (b)(3) The Registrant’s Current Report on Form 8-K filed with the Commission on July 6, 2005;
 - (b)(4) The Registrant’s Current Report on Form 8-K filed with the Commission on June 16, 2005;
 - (b)(5) The Registrant’s Current Report on Form 8-K filed with the Commission on May 3, 2005;
 - (b)(6) The Registrant’s Current Report on Form 8-K filed with the Commission on April 20, 2005;
 - (b)(7) The Registrant’s Current Report on Form 8-K filed with the Commission on April 7, 2005;
 - (b)(8) The Registrant’s Current Report on Form 8-K filed with the Commission on April 1, 2005;
 - (b)(9) The Registrant’s Current Report on Form 8-K filed with the Commission on March 30, 2005;
 - (b)(10) The Registrant’s Current Report on Form 8-K filed with the Commission on March 7, 2005;
 - (b)(11) The Registrant’s Current Report on Form 8-K filed with the Commission on February 3, 2005;
 - (b)(12) The Registrant’s Current Report on Form 8-K filed with the Commission on January 28, 2005;
 - (c)(1) The description of the Registrant’s Common Stock contained in its registration statement on Form 8-A/A, filed with the Commission on or about July 6, 2005, and any subsequent amendment and restatement or
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report filed with the Commission for the purposes of updating such description; and

- (c)(2) The Company's Amendment No. 2 to the Registration Statement on Form 8-A filed with the Commission on June 30, 2003, which contains a description of the terms, rights and provisions of the Class A Preferred Share Purchase Rights for outstanding shares of the Company's Class A Common and Class B Preferred Share Purchase Rights for outstanding shares of the Company's Class B Common Stock, including any amendment or report filed for the purpose of updating such description;

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment to the Registration Statement that indicates that all of the shares of Common Stock offered have been sold or that deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents. For the purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

This Registration Statement incorporates by reference the documents set forth above that the Registrant has previously filed with the SEC. However, the Registrant is not incorporating by reference any information furnished under Item 2.02 or 7.01 (formerly Item 12 or 9) of our Current Reports on Form 8-K filed with the SEC.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law ("Delaware Law") provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of the fact that he was a director, officer, employee or agent of the corporation, or was serving at the request of the corporation, against expenses actually and reasonably incurred, including attorneys' fees, in connection with such action, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

The Company's Certificate of Incorporation limits, to the maximum extent permitted by Delaware Law, the personal liability of a director to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director. The Company's Bylaws provide that the Registrant shall indemnify its officers and directors to the fullest extent permitted by Delaware Law against all expense, liability and loss, including attorneys' fees, actually and reasonably incurred and may purchase and maintain insurance against any liability asserted and

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incurred by reason of serving as such, whether or not the Registrant has the power to indemnify against such liability. The Registrant has entered into indemnification agreements with its officers and directors containing provisions which are in some respects broader than the specific indemnification provisions contained in Delaware Law and which require that, to the extent the Registrant maintains liability insurance applicable to officers or directors, each officer and director shall be covered by such policies to the same extent as are accorded the most favorably insured of the Company's officers or directors, as the case may be.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed as part of this Registration Statement:

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amended and Restated Gartner 2003 Long-Term Incentive Plan and form of underlying Stock Option Agreement
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
23.1	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
23.2	Consent of Independent Registered Public Accounting Firm.
24.1	Power of attorney (included in signature page to this Registration Statement).

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission,

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such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act, and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Stamford, State of Connecticut, on August 9, 2005.

GARTNER, INC

By: /s/ Christopher Lafond
Christopher Lafond
Executive Vice President,
Chief Financial Officer

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Eugene A. Hall and Christopher Lafond, and each of them, his true and lawful attorneys-in-fact, each with the power of substitution, for him and his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to sign any registration statement for the same offering covered by this Registration Statement that are to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto in all documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Anne Sutherland Fuchs</u> Anne Sutherland Fuchs	Director	August 9, 2005
<u>/s/ William O. Grabe</u> William O. Grabe	Director	August 9, 2005
<u>/s/ Max D. Hopper</u> Max D. Hopper	Director	August 9, 2005
<u>/s/ John R. Joyce</u> John R. Joyce	Director	August 9, 2005
<u>/s/ Stephen G. Pagliuca</u> Stephen G. Pagliuca	Director	August 9, 2005
<u>James C. Smith</u> /s/ James C. Smith	Director	August 9, 2005
<u>/s/ Michael J. Bingle</u> Michael J. Bingle	Director	August 9, 2005
<u>/s/ Jeffrey W. Ubben</u> Jeffrey W. Ubben	Director	August 9, 2005
<u>/s/ Maynard G. Webb, Jr.</u> Maynard G. Webb, Jr.	Director	August 9, 2005

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GARTNER, INC.

AMENDED AND RESTATED 2003 LONG TERM INCENTIVE PLAN AND

UNDERLYING FORMS OF STOCK OPTION AGREEMENTS

GARTNER, INC.

2003 LONG-TERM INCENTIVE PLAN

1. Purpose of the Plan. The purpose of this 2003 Long-Term Incentive Plan is to enable the Company to provide incentives to eligible employees, officers, consultants and directors whose present and potential contributions are important to the continued success of the Company, to afford these individuals the opportunity to acquire a proprietary interest in the Company, and to enable the Company to enlist and retain qualified personnel. This purpose will be effected through the granting of (a) stock options, (b) stock appreciation rights, (c) restricted stock awards, (d) restricted stock units, (e) long-term performance awards, and (f) director common stock equivalents.

2. Definitions.

(a) "Award" means an Option, SAR, Restricted Stock Award, Restricted Stock Unit, Long-Term Performance Award or Common Stock Equivalent awarded under the Plan.

(b) "Award Agreement" means a written agreement between the Company and a Participant evidencing the terms and conditions of an individual Award.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means (i) Participant's failure to perform his or her assigned duties or responsibilities (other than a failure resulting from disability) in such a manner as to cause material loss, damage or injury to the Company; (ii) gross negligence or serious misconduct by Participant in connection with the discharge of the duties of his or her position in such a manner as to cause material loss, damage or injury to the Company; (iii) Participant's use of drugs or alcohol in such a manner as to materially interfere with the performance of his or her assigned duties; or (iv) Participant's being convicted of, or entering a plea of *nolo contendere* to, a felony. In each instance, the foregoing acts and omissions shall not constitute Cause unless and until the Participant has been provided with written notice from the Company describing Participant's act or omission that otherwise would constitute Cause and Participant's failure to remedy such act or omission within 30 days of receiving written notice.

(e) "Change in Control" means the happening of any of the following:

(i) when any "person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, a Subsidiary or a Company employee benefit plan, including any trustee of such plan acting as trustee) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty (50%) of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors (other than as a result of a repurchase of securities by the Company or in connection with a transaction described in clause (ii) below); or

(ii) a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iii) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all the Company's assets; or

(iv) a change in the composition of the Board occurring after approval of the Plan by the Company's stockholders, as a result of which fewer than a majority of the Directors holding voting rights on the Board are Incumbent Directors.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Committee" means a Committee appointed by the Board in accordance with Section 11 to administer the Plan or, if no Committee is appointed, the entire Board.

(h) "Common Stock" means the Class A Common Stock of the Company.

(i) "Common Stock Equivalent" means a right to receive Shares in the future that may be granted to an Outside Director pursuant to Section 10.

(j) "Company" means Gartner, Inc., a Delaware corporation.

(k) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services and who is compensated for such services, provided that the term "Consultant" shall not include Directors who are paid only a director's fee by the Company or who are not compensated by the Company for their services as Directors.

(l) "Director" means a member of the Board and, except for the purposes of determining the eligibility for grants of Options under Section 10, also means any Director Emeritus appointed in accordance with the Company's Bylaws.

(m) "Employee" means any person, including any officer or Director, employed by the Company or any Parent or Subsidiary of the Company. A Director whose services to the Company are limited to services as a Director will not be considered "employed" by the Company.

(n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(o) "Existing Plans" means the Company's 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.

(p) "Fair Market Value" means, as of any date, the fair market value of the Common Stock as determined in good faith by the Committee. Absent a specific determination by the Committee to the contrary, the fair market value of the Common Stock will be the closing price of the Common Stock reported on a consolidated basis on the New York Stock Exchange on the relevant date or, if there were no sales on such date, the closing price on the nearest preceding date on which sales occurred.

(q) "Freestanding SARs" means a SAR granted under Section 6 without a related Option.

(r) "Incentive Stock Option" means an Option that is intended to qualify as an "incentive stock option" under Section 422 of the Code or any successor provision.

(s) “Incumbent Directors” means Directors who either are (A) directors of the Company as of the date the Plan is approved by the Company’s stockholders, or (B) elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors (or majority of the Incumbent Directors serving as members of any nominating or similar committee of the Board) at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of Directors).

(t) “Long-Term Performance Award” means an award under Section 9. A Long-Term Performance Award will permit the recipient to receive a cash or stock bonus upon satisfaction of such Performance Objectives as the Committee may determine.

(u) “Nonstatutory Stock Option” means an Option that is not intended to qualify as an Incentive Stock Option.

(v) “Option” means an option to purchase Shares of Common Stock granted under Section 5.

(w) “Outside Director” means a Director who is not an Employee.

(x) “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) “Participant” means any person who receives an Award under the Plan.

(z) “Performance Objectives” means the performance objectives established under this Plan for Participants who receive grants of Long-Term Performance Awards or, if determined by the Committee, Restricted Stock Awards, Restricted Stock Units or other Awards. Any Performance Objectives that are intended to qualify as “performance-based compensation” under Section 162(m) of the Code shall be limited to specified levels of, or increases in, the Company’s, Parent’s or Subsidiary’s return on equity, earnings per share, total earnings, earnings growth, return on capital, return on assets, economic value added, earnings before interest and taxes, earnings before interest, taxes and amortization, core research contract value, total sales bookings, sales growth, gross margin return on investment, increase in the Fair Market Value of the Shares, share price (including, but not limited to, growth measures and total stockholder return), net operating profit, cash flow (including, but not limited to, operating cash flow and free cash flow), cash flow return on investment (which equals net cash flow divided by total capital), internal rate of return, increase in net present value or expense targets. Any Performance Objective used may be measured, as applicable, (i) in absolute terms, (ii) in relative terms (including, but not limited to, passage of time and/or against another company or companies), (iii) on a per-share basis, (iv) against the performance of the Company as a whole or of a Parent, Subsidiary or business unit of the Company, and/or (v) to the extent not otherwise specified by the definition of the Performance Objective, on a pre-tax or after-tax basis. The Committee shall appropriately adjust any evaluation of performance under a Performance Objective to exclude (i) any extraordinary non-recurring items as described in Accounting Principles Board Opinion No. 30 and/or in management’s discussion and analysis of financial conditions and results of operations appearing in the Company’s annual report to stockholders for the applicable year, or (ii) the effect of any changes in accounting principles affecting the Company’s, a Parent’s, Subsidiary’s or business units’ reported results. Except in the case of an Award intended to qualify under Section 162(m) of the Code, if the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or a Parent, Subsidiary or business unit of the Company, or other circumstances render the Performance Objectives unsuitable, the Committee may modify such Performance Objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable.

(aa) “Plan” means this 2003 Long-Term Incentive Plan.

(bb) "Quarterly Compensation" means the retainer fee and committee fees, as applicable, that an Outside Director receives from the Company for each of the Company's fiscal quarters.

(cc) "Restricted Stock" means shares of Common Stock that are subject to a risk of forfeiture or other restrictions that will lapse upon the satisfaction of specified conditions or the achievement of specified Performance Objectives.

(dd) "Restricted Stock Award" means a grant under Section 7 of Restricted Stock or the right to purchase Restricted Stock.

(ee) "Restricted Stock Unit" means an Award granted pursuant to Section 8.

(ff) "Rule 16b-3" means Rule 16b-3 under the Exchange Act or any successor rule, as in effect when discretion is being exercised with respect to the Plan.

(gg) "SAR" means a stock appreciation right granted under Section 6.

(hh) "Section 16 Person" means a person who, with respect to the Shares, is subject to Section 16 of the Exchange Act.

(ii) "Share" means a share of Common Stock, as adjusted in accordance with Section 12.

(jj) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

(kk) "Tandem SAR" means a SAR granted under Section 6 in connection with a related Option.

3. Shares Available Under the Plan.

(a) Subject to adjustment under Section 12, 20,928,000* Shares are reserved and available for distribution to Participants and their beneficiaries under the Plan.

(b) The following Shares will continue to be available for distribution under this Plan through the grant of additional Awards:

- Shares subject to any Award that is canceled, expires or lapses for any reason;
- Shares used to pay the exercise or purchase price under any Award, or to satisfy any tax withholding obligation attributable to any Award, whether such Shares are withheld by the Company upon exercise of the Award or are tendered by the Participant from previously owned Shares; and
- Shares available under any Award to the extent the Award is settled in cash rather than Shares.

* This reflects 9,928,000 shares reserved for issuance under the Plan upon its adoption in 2003, and an increase of 11,000,000 shares in June 2005, for a total of 20,928,000 shares reserved for issuance under the Plan.

(d) The payment of stock dividends on outstanding Awards will not reduce the number of Shares available for distribution under the Plan.

4. Eligibility, Award Limits and Other General Matters.

(a) All Employees, Directors and Consultants selected by the Committee for their potential to contribute to the success of the Company are eligible to participate in this Plan. Only Employees are eligible to receive Incentive Stock Options.

(b) The following limits will apply to Awards under the Plan:

- No Participant may receive Options or Freestanding SARs or Tandem SARs during any one (1) fiscal year of the Company covering in the aggregate more than 2,000,000 Shares; provided, that a Share subject to a Tandem SAR and a related Option shall only count as one Share against this limitation.
- No Participant may receive Restricted Stock Units, Restricted Stock Awards or, to the extent payable in or measured by the value of Shares, Long-Term Performance Awards during any one (1) fiscal year of the Company covering in the aggregate more than 1,000,000 Shares.
- No Participant may receive Long-Term Performance Awards payable in cash and not measured by the value of Shares during any one (1) fiscal year of the Company covering an amount in excess of \$2,500,000.

(c) The Committee, in its discretion, may grant Awards on terms and conditions that vary from Participant to Participant.

(d) Each Award under this Plan, other than an award of Common Stock Equivalents, will be evidenced by a written Award Agreement between the Company and the Participant in such form and containing such provisions, not inconsistent with this Plan, as the Committee, in its discretion, determines from time to time. Common Stock Equivalents will be evidenced by the Company on a book-entry basis and administered in accordance with this Plan.

(e) The Company may, but will not be required to, issue any fractional Share under the Plan. The Committee may provide for the elimination of fractions or for the settlement of fractions in cash.

(f) This Plan does not constitute a contract of employment, and adoption of the Plan or the grant of any Award will not confer upon any Employee any right to continued employment or interfere in any way with the right of the Company (or its Parent or any Subsidiary) to terminate the employment of any Employee at any time. This Plan or the grant of any Award does not confer upon any Director any right to continuation of service as a director or any right to nomination as a Director, or interfere in any way with any rights that a Director or the Company may have to terminate his or her directorship at any time.

(g) Unless otherwise determined by the Committee, Awards may not be sold, pledged, assigned, transferred or disposed of in any manner other than by will or by the laws of descent or distribution, and during the lifetime of a Participant may be exercised only by a Participant. The Committee may, in its discretion, provide for the transfer of an Award by a Participant to any member of the Participant's immediate family. In such case, the Award will be exercisable only by such transferee. Following transfer, any such Award will continue to be subject to the same terms and conditions as were applicable immediately prior to the transfer. For purposes of this Section 4(g), a Participant's "immediate family" shall mean any of the

following who have acquired the Award from the Participant through a gift or domestic relations order: a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, trusts for the exclusive benefit of these persons and any other entity owned solely by these persons, and such other persons and entities as shall be eligible to be included as transferees in the Form S-8 Registration Statement under the Securities Act of 1933, as amended, filed or to be filed by the Company to register shares of Common Stock to be issued upon the exercise of Awards granted under the Plan.

(h) Unless otherwise determined by the Committee, the date of grant of an Award will be the date on which the Committee makes the determination to grant such Award.

(i) The Committee may determine the manner in which the exercise price or purchase price is payable with respect to any Award, which may include: (i) cash in the form of currency or check or other cash equivalent acceptable to the Company; (ii) nonforfeitable, unrestricted Shares owned by the Participant which have a Fair Market Value at the time of exercise that is equal to the price payable by the Participant; (iii) net exercise, (iv) any other legal consideration that the Committee may deem appropriate, including restricted Shares or other Shares that are subject to risk or forfeiture or restrictions on transfer, on such basis as the Committee may determine; or (v) any combination of the foregoing. Unless otherwise determined by the Committee, whenever any exercise price or purchase price is paid in whole or in part by forfeitable or restricted Shares, the Shares received by the Participant upon the exercise or receipt of the Award shall be subject to the same risks of forfeiture or restrictions on transfer as those that applied to the Shares surrendered by the Participant, provided that such risks of forfeiture and restrictions on transfer shall apply only to the same number of Shares received by the Participant as applied to the forfeitable or restricted Shares surrendered by the Participant. Any Award may provide for deferred payment of the exercise price from the proceeds of the sale of such Shares through a bank or broker.

(j) The Company may not make loans to Participants for the purpose of paying the exercise price, purchase price or taxes related to any Award. Any of the methods of payment specified in clause (i) above shall not be deemed to be a loan by the Company.

(k) Unless otherwise determined by the Committee upon the grant of an Award, in the event of a Change in Control of the Company the following provisions shall apply to Awards granted before the date the amended and restated Plan (as presented to stockholders in the Company's 2005 proxy) is approved by the stockholders :

- any Award outstanding on the date of such Change in Control that is not yet exercisable and vested on such date shall become fully exercisable and vested, and will remain exercisable by the Participant for a period of at least ninety (90) days from the date the Participant receives written notice of the Change in Control and the Participant's exercise rights;
- all restrictions imposed on Restricted Stock will immediately lapse;
- all Performance Objectives applicable to Awards will be deemed fully met at target amounts;
- each outstanding Common Stock Equivalent shall convert into Shares (as provided in Section 10(d)) immediately prior to the Change in Control; and
- each outstanding Award shall be assumed by the successor entity (if any) or by a Parent or Subsidiary of the successor entity (if any).

(l) Unless otherwise determined by the Committee upon the grant of an Award, with respect to Awards granted on or after the date the amended and restated Plan (as presented to stockholders in the

Company's 2005 proxy) is approved by the stockholders, the following provisions shall apply in the event of a participant's termination of employment without Cause within twelve (12) months following a Change in Control of the Company:

- each outstanding Award assumed or substituted for by the successor entity (if any) or by a Parent or Subsidiary of the successor entity (if any) shall become fully exercisable and vested, and will remain exercisable by the Participant for a period of at least ninety (90) days from the date of the Participant's termination of employment without Cause;
- all restrictions imposed on Restricted Stock will immediately lapse;
- all Performance Objectives applicable to Awards will be deemed fully met at target amounts; and
- each outstanding Common Stock Equivalent shall convert into Shares (as provided in Section 10(d)) immediately prior to the Change in Control.

5. Options.

(a) Grant of Options. The Committee, in its discretion, may grant Options to eligible Employees, Directors and Consultants, subject to the following:

- each grant will specify the number of Shares issuable upon exercise of the Option;
- each grant will specify whether it is intended to be an Incentive Stock Option or a Nonstatutory Stock Option;
- each grant will specify the term during which the Option is exercisable, but no Option will be exercisable more than 10 years after its date of grant;
- each grant will specify the exercise price for the Shares issuable upon exercise of an Option, which price shall not be less than the Fair Market Value of the Shares on the date of grant;
- each grant will specify the form of consideration to be paid in satisfaction of the exercise price and the manner of payment of such consideration; and
- each grant will specify the other terms and conditions under which the Shares underlying the Option may be purchased, including any vesting requirements and the treatment of the Option upon termination of the Participant's employment or directorship (including by reason of death or disability).

(b) Repricing Prohibited. Except for adjustments made under Section 12, the exercise price for any outstanding Option may not be declared or reduced after the date of grant and any outstanding Option may not be surrendered to the Company as consideration for the grant of a new Option with a lower exercise price without approval of the Company's stockholders.

(c) Additional Rules for Incentive Stock Options. The following additional rules shall apply to each Option intended to be granted as an Incentive Stock Option:

- the aggregate Fair Market Value (determined on the grant date(s)) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by any Employee during any calendar year (under all plans of the Company and its Subsidiaries and any Parent of the Company) shall not exceed \$100,000;
- the exercise price of an Incentive Stock Option shall be not less than one hundred and ten percent (110%) of the Fair Market Value of a Share on the grant date that if on the grant date, the Employee (together with persons whose stock ownership is attributed to the Employee pursuant to Section 424(d) of the Code) owns stock possessing more than 10% of the total combined voting

power of all classes of stock of the Company or any of its Subsidiaries or any Parent of the Company; and

- no Incentive Stock Option will be exercisable more than 5 years after its date of grant if it is granted to an Employee who, together with persons whose stock ownership is attributed to the Employee pursuant to Section 424(d) of the Code, owns stock possessing more than 10% of the total combined voting power of all classes of the stock of the Company or any of its Subsidiaries or any Parent of the Company.

6. SARs.

(a) Tandem SARs. The Committee may grant Tandem SARs to eligible Employees in connection with all or part of an Option, either concurrently with the grant of the Option or at any time thereafter during the term of the Option, subject to the following:

- the Tandem SAR will entitle the Participant to exercise it by surrendering to the Company the unexercised Option in connection with which the Tandem SAR was granted. The Participant will receive in exchange from the Company an amount equal to the excess of (i) the Fair Market Value on the date of exercise of the Tandem SAR of the Shares covered by the surrendered Option, over (ii) the exercise price of the Shares covered by the surrendered Option, provided that the Committee may place limits on the amount that may be paid upon exercise of a Tandem SAR, which limits will not restrict the exercisability of the related Option;
- amounts payable pursuant to a Tandem SAR may be paid, in the sole discretion of the Committee, in cash, Shares, or a combination thereof.
- when a Tandem SAR is exercised, the related Option will cease to be exercisable;
- a Tandem SAR will be exercisable only when and to the extent that the related Option is exercisable and shall expire no later than the date on which the related Option expires; and
- each grant will specify the other terms and conditions under which the Tandem SAR is exercisable, including any vesting requirements and the treatment of the Tandem SAR upon termination of the Participant's employment (including by reason of death or disability).

(b) Freestanding SARs. The Committee may grant Freestanding SARs to eligible Employees without related Options, subject to the following:

- the Freestanding SAR will entitle the Participant, by exercising the Freestanding SAR, to receive from the Company an amount equal to the excess of (i) the Fair Market Value of the Shares covered by the exercised portion of the Freestanding SAR, as of the date of such exercise, over (ii) the Fair Market Value of the Shares covered by the exercised portion of the Freestanding SAR on the date of grant, provided that the Committee may place limits on the aggregate amount that may be paid upon exercise of a Freestanding SAR;
- amounts payable pursuant to a Freestanding SAR may be paid, in the sole discretion of the Committee, in cash, Shares, or a combination thereof.
- each grant will specify the number of Shares covered by the Freestanding SAR;
- each grant will specify the term during which the Freestanding SAR is exercisable, but no Freestanding SAR will be exercisable more than 10 years after its date of grant; and
- each grant will specify the other terms and conditions under which the Freestanding SAR is exercisable, including any vesting requirements and the treatment of the Freestanding SAR upon termination of the Participant's employment (including by reason of death or disability).

7. Restricted Stock Awards.

(a) Grant of Restricted Stock. The Committee may grant Restricted Stock to eligible Employees on such terms and conditions as the Committee may determine, subject to the following:

- each grant of Restricted Stock will provide that the Restricted Stock will be subject to a “substantial risk of forfeiture” within the meaning of Section 83 of the Code, on such terms and for such period as may be determined by the Committee;
- each grant will constitute an immediate transfer of the ownership of the Restricted Stock to the Participant in consideration for the performance of services. Unless otherwise determined by the Committee, a Restricted Stock Award will entitle the Participant to dividend, voting and other ownership rights during the period in which the Restricted Stock is subject to substantial risk of forfeiture;
- each grant may be made without additional consideration from the Participant or in consideration of a payment by the Participant that is less than the Fair Market Value of the Restricted Stock on the date of grant;
- each grant will provide that during the period in which the Stock is subject to substantial risk of forfeiture, the transferability of the Restricted Stock will be prohibited or restricted in the manner and to the extent determined by the Committee. Such restrictions may include rights of repurchase or first refusal in favor of the Company or provisions subjecting the Restricted Stock to a continuing substantial risk of forfeiture in the hands of any transferee;
- any grant or the vesting of any Restricted Stock may be further conditioned upon the attainment of Performance Objectives established by the Committee in accordance with the applicable provisions of Section 9 of this Plan regarding Long-Term Performance Awards; and
- any grant may require that any or all dividends or other distributions paid on the Restricted Stock during the period that it is subject to a substantial risk of forfeiture be automatically set aside and reinvested on an immediate or deferred basis in additional Shares, which may be subject to the same restrictions as the underlying Restricted Stock or such other restrictions as the Committee may determine.

(b) Repurchase Option. Unless the Committee determines otherwise, the Award Agreement for each Restricted Stock Award will grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the Participant’s employment with the Company for any reason (including death or disability), on such terms and conditions as the Committee shall determine.

(c) Certificates. Shares of Restricted Stock shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or by the issuance of one or more certificates. Any certificates representing Restricted Stock shall bear a legend as the Committee shall deem appropriate referring to the applicable terms, conditions and restrictions. The Committee may require that each Certificate representing Restricted Stock be held in custody by the Company, together with a stock power endorsed in blank by the Participant, until such Restricted Stock is no longer subject to a substantial risk of forfeiture.

8. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Committee. Each Restricted Stock Unit grant shall be evidenced by an Award Agreement that shall specify such other terms and conditions as the Committee, in its sole discretion, shall determine, including all terms, conditions, and restrictions related to the grant, the number of Restricted Stock Units and the form of

payout.

(b) Value of Restricted Stock Unit. Each Restricted Stock Unit shall have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Vesting Criteria and Other Terms. The Committee shall set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Committee may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Committee in its discretion. Any grant or the vesting of any Restricted Stock Unit may be further conditioned upon the attainment of Performance Objectives established by the Committee in accordance with the applicable provisions of Section 9 of this Plan regarding Long-Term Performance Awards.

(d) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant shall be entitled to receive a payout as specified in the Restricted Stock Unit Award Agreement. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Committee, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(e) Form and Timing of Payment. Payment of earned Restricted Stock Units shall be made as soon as practicable after the date(s) set forth in the Restricted Stock Unit Award Agreement. The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of earned Restricted Stock Units, and any such deferral elections shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion. The Committee, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again shall be available for grant under the Plan.

(f) Cancellation. On the date set forth in the Restricted Stock Unit Award Agreement, all unearned Restricted Stock Units shall be forfeited to the Company.

(g) Dividend Equivalents. Participants holding unvested Restricted Stock Units shall be entitled to be credited with all dividends and other distributions paid with respect to the underlying Shares, unless otherwise provided in the Award Agreement. Unless otherwise determined by the Committee, such dividends and distributions shall be deemed reinvested in Restricted Stock Units, which shall be subject to the same terms and conditions as the underlying Award.

9. Long-Term Performance Awards. The Committee may grant Long-Term Performance Awards to eligible Employees on such terms and conditions as the Committee may determine, subject to the following:

- each grant will specify the payment for which the Participant is eligible, which may be a fixed or variable number of Shares (subject to adjustment in accordance with Section 12), or a fixed or variable cash bonus. The Committee may provide any Participant with a choice to elect between Shares, cash and a combination of Shares and cash;
- each grant will specify the nature, length and starting date of the performance period during which the payment under the Long-Term Performance Award may be earned;
- each grant will specify the Performance Objectives that are to be achieved by the Participant and, to the extent that any payments under the Long-Term Performance Award are variable, the formula under which such payments are to be computed;
- each grant will specify the terms and manner of payment of any Shares or amounts earned under the Long-Term Performance Award;
- a grant may provide, in the Committee's discretion, for the payment of dividend equivalents in cash or additional Shares on a current, deferred or contingent basis; and

- no payment will be made with respect to a Long-Term Performance Award until the Committee has determined that the relevant Performance Objectives have been achieved.

10. Awards to Outside Directors.

(a) Award of Common Stock Equivalents. On an annual basis, each Outside Director may elect to receive up to 50% of his or her compensation in cash and the balance in Common Stock Equivalents. Such election shall be made no later than December 31st of each calendar year for the following calendar year, provided that during the first fiscal year during which the Plan is in effect, the elections made by the Outside Directors with respect to the common stock equivalents provided for in the Company's 1993 Director Stock Option Plan shall be deemed to be their elections under this Plan. Beginning on April 1, 2003, and on the first business day of each of the Company's fiscal quarters during the term of this Plan, the Company shall grant to each Outside Director that number of Common Stock Equivalents equal in value to that portion of the Outside Director's Quarterly Compensation for the immediately preceding quarter that he or she has elected to receive in Common Stock Equivalents divided by the Fair Market Value of the Common Stock on such day.

(b) Book-Entry Account; Nontransferability. The number of Common Stock Equivalents awarded to each Outside Director shall be credited to a book-entry account established in the name of the Outside Director. The Company's obligation with respect to such Common Stock Equivalents will not be funded or secured in any manner. No Common Stock Equivalent may be sold, pledged, assigned, transferred or disposed of in any manner, other than by will, the laws of descent or distribution or pursuant to a qualified domestic relations order, and may be exercised during the life of the Outside Director only by the Outside Director or a permitted transferee.

(c) Dividends. If the Company pays a cash dividend with respect to the Shares at any time while Common Stock Equivalents are credited to an Outside Director's account, additional Common Stock Equivalents shall be credited to the Outside Director's account equal to (i) the dollar amount of the cash dividend the Outside Director would have received had he or she been the actual owner of the Shares to which the Common Stock Equivalents then credited to the Outside Director's account relate, divided by (ii) the Fair Market Value of one Share on the dividend payment date.

(d) Conversion. As soon as practicable following the date on which an Outside Director ceases to be a member of the Board for any reason, or as otherwise provided by this Plan, the Company shall deliver to the Outside Director (or his or her designated beneficiary or estate) a number of Shares equal to the whole number of Common Stock Equivalents then credited to the Outside Director's account, or at the Outside Director's option, shall have the Shares credited to an account for the Director with a brokerage firm of the Outside Director's choosing.

(e) Stockholder Rights. An Outside Director (or his or her designated beneficiary or estate) shall not be entitled to any voting or other stockholder rights as a result of the credit of Common Stock Equivalents to the Outside Director's account, until certificates representing Shares are delivered to the Outside Director (or his or her designated beneficiary or estate) upon conversion of the Outside Director's Common Stock Equivalents to Shares pursuant to Section 10(d).

(f) Discretionary Awards. Outside Directors may, in the sole discretion of the Committee, receive additional Awards under this Plan, subject to such terms and conditions as determined by the Committee in accordance with the terms of the Plan.

11. Administration.

(a) The Committee. This Plan shall be administered by one or more committees appointed by the Board. If the Board does not appoint a specific committee, the Compensation Committee of the Board, or a subcommittee appointed by the Compensation Committee, shall administer the Plan. Each member of the Committee shall meet such standards of independence as the Board shall determine from time to time. With respect to Awards granted to Section 16 Persons or intended to qualify as “performance-based” compensation under Section 162(m) of the Code, the Committee shall consist solely of not less than two (2) Directors who both are (a) “non-employee directors” under Rule 16b-3, and (b) “outside directors” under Section 162(m) of the Code. The interpretation and construction by the Committee of any provision of this Plan or of any Award Agreement or other document evidencing the grant of any Award and any determination by the Committee pursuant to any provision of this Plan or any such Award Agreement or other document, shall be final and conclusive. No member of the Committee shall be liable to any person for any such action taken or determination made in good faith.

(b) Delegation of Authority. The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate all or any part of its authority and powers under the Plan to one or more Directors or officers of the Company; provided, however, that the Committee may not delegate its authority and powers (a) with respect to Section 16 Persons, or (b) in any way which would jeopardize the Plan’s qualification under Section 162(m) of the Code or Rule 16b-3.

(c) Powers of the Committee. Subject to the provisions of the Plan, and in the case of the Committee, subject to the specific duties delegated by the Board to the Committee, the Committee shall have the authority, in its discretion:

- to determine the Fair Market Value of the Common Stock;
- to select the Employees and Consultants to whom Awards are granted;
- except as provided in Section 10, to determine whether and to what extent Awards are granted;
- except as provided in Section 10, to determine the number of Shares to be covered by each Award;
- to approve forms of agreement for use under the Plan;
- to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award;
- to construe and interpret the provisions of the Plan;
- to prescribe, amend and rescind rules and regulations relating to the Plan;
- to determine whether and under what circumstances an Award may be settled in cash instead of Common Stock or Common Stock instead of cash;
- to modify or amend any Award (subject to the restrictions contained in this Plan, including Sections 5(b) (repricing), 9 (Outside Directors) and 15(b) (rights of Participants));
- to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award approved by the Committee or provided for in this Plan; and
- to make all other determinations deemed necessary or advisable for administering the Plan.

12. Adjustments Upon Changes in Capitalization, Dissolution, Merger or Asset Sale.

(a) Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock covered by each outstanding Award, the number of Shares and other Awards provided for in Section 10 (Outside Directors), the number of shares of Common Stock which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or

which have been returned to the Plan upon cancellation or expiration of an Award, and the limitations set forth in Section 4(b), as well as the price per share of Common Stock covered by each such outstanding Award, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, spin-off or split-up or combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Award.

(b) Dissolution or Liquidation. Subject to Sections 4(k) and 4(l) (Change in Control), in the event of the proposed dissolution or liquidation of the Company, to the extent that an Award has not been previously exercised, it will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Asset Sale. Subject to Sections 4(k) and 4(l) (Change in Control), if the Company is merged with or into another corporation, or substantially all of its assets are sold, each outstanding Award shall be assumed or an equivalent Award substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. If the successor corporation does not agree to assume an Award or to substitute an equivalent Award, the Committee shall provide for the Participant to have the right to exercise the Award, in whole or in part, including Awards that would not otherwise be exercisable. If the Committee makes an Award exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Committee shall notify the Participant that the Award shall be exercisable for at least fifteen (15) days from the date of such notice, and the Award will terminate upon the expiration of the notice period. For the purposes of this Section, an Award shall be considered assumed if, immediately following the merger or sale of assets, the Award confers the right to purchase, for each underlying Share subject to the Award immediately prior to the merger or sale of assets, the consideration (whether stock, cash or other securities or property) received in the merger or sale of assets by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, that if the consideration received in the merger or sale of assets was not solely common stock of the successor corporation or its Parent, the Committee may, with the consent of the successor corporation and the Participant, provide for the consideration to be received upon the exercise of the Award, for each underlying Share, to be solely common stock of the successor corporation or its Parent equal in Fair Market Value to the per Share consideration received by holders of the Common Stock in the merger or sale of assets.

13. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares shall not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares issuable upon exercise of the Award are being purchased only for investment and

without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is necessary or desirable.

14. Liability of Company. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

15. Reservation of Shares. During the term of this Plan, the Company will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

16. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan, but no amendment shall increase the number of Shares available for issuance under the Plan (except as contemplated by Section 12) or increase any of the limitations provided for in Section 4(b) without the further approval of the stockholders of the Company.

(b) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Participant, unless mutually agreed between the Participant and the Committee, which agreement must be in writing and signed by the Participant and the Company.

17. Term of the Plan. The Plan shall become effective upon its approval by the stockholders of the Company as described in Section 23. It shall continue in effect for new Awards until April 19, 2015, unless sooner terminated under Section 16.

18. Tax and Social Security Indemnity. Each Participant shall indemnify the Company against any tax arising in respect of the grant or exercise of an Award which is a liability of the Participant but for which the Company is required to account under the laws of any relevant jurisdiction. The Company may recover the tax from the Participant in such manner as the Committee deems appropriate, including:

- (a) withholding Shares or payment upon the exercise of an Award;
- (b) deducting the necessary amount from the Participant's compensation; or
- (c) requiring the Participant to make a cash payment to the Company.

19. Options Granted to Employees of French Subsidiaries.

(a) Purpose. Options granted under the Plan to employees of French subsidiaries are intended to qualify under the French regulations as provided in articles 208-1 to 208-8-2 of the French Company Act (Code des Societes). The purpose of this Section is to specify the applicable rules for Options granted to French Employees and shall not be applicable to any other Employee of the Company.

(b) General. Options granted to French Employees under the Plan are subject to the provisions of the Plan and any related Award Agreement unless otherwise provided in this Section.

(c) Eligible Participants. Only Employees of French Subsidiaries are eligible to receive Options granted pursuant to this Section. Payment of Director fees by the Company shall not be sufficient to constitute

employment for this purpose. Employees of French subsidiaries may not be granted Options if, at the date of grant, they hold more than ten percent (10%) of the Common Stock of the Company.

(d) Options. Eligible Employees may be granted Options as provided in Section 5 of the Plan. This Section shall not apply to the grant of SARs, Restricted Stock or Long-Term Performance Awards.

(e) Option Price. The exercise price of each Option granted pursuant to this Section shall be determined as set forth in the Plan but it shall not be less than 80% of the average Fair Market Value of the Common Stock during the twenty (20) market trading days prior to the date of the grant. The exercise price shall remain unchanged once the Option is granted. Any authority of the Committee to reduce the Option exercise price shall, with respect to Options granted to Employees of French Subsidiaries, be limited to the extent that such reduction may not be to a price less than 80% of the average Fair Market Value of the Common Stock during the twenty (20) market trading days prior to the date of such reduction.

(f) Exercise of the Option. Upon exercise of an Option granted pursuant to this Section, Employees of French Subsidiaries will receive Shares of Common Stock and may not settle any Option in cash.

(g) Qualification of Plan. In order to have the Plan qualify in France, any other provision of the Plan that would be inconsistent with French company law or tax law requirements shall not apply to Employees of French Subsidiaries.

20. Options Granted to Employees of Italian Subsidiaries.

(a) Purpose. Options granted under the Plan to Employees of Italian Subsidiaries are intended to qualify under Italian law. The purpose of this Section is to specify the applicable rules for Options granted to Italian Employees and shall not be applicable to any other Employee of the Company.

(b) General. Options granted to Italian Employees under the Plan are subject to the provisions of the Plan and any related Award Agreement unless otherwise provided in this Section.

(c) Eligible Participants. Only Employees of Italian Subsidiaries may be granted Options granted pursuant to this Section. The amount of Shares (or related option rights) assigned to each Italian Employee shall not exceed 10% of the voting rights in the ordinary shareholders' meeting or 10% of the capital or equity of the offering Company. This Section shall not apply to the grant of SARs, Restricted Stock or Long-Term Performance Awards granted.

(d) Option Price. The exercise price of Options granted to Italian Employees shall be the higher of (i) the Fair Market Value determined as set forth in the Plans, and (ii) the average closing price of the Common Stock during the month preceding the grant date. The exercise price shall remain unchanged once the Options are granted. Any authority of the Committee to reduce the Option exercise price shall, with respect to Options granted to Employees of Italian Subsidiaries, be limited to the extent that such reduction may not be to a price less than the price calculated under (ii) above on the grant date.

(e) Qualification of Plan. In order to have the Plan qualify in Italy, any other provision of the Plan that would be inconsistent with Italian law shall not apply to Employees of Italian subsidiaries.

21. Options Granted to Employees of Indian and Dutch Subsidiaries.

(a) Purpose. The purpose of this Section is to specify the applicable rules for Options granted to Indian and Dutch Employees and shall not be applicable to any other Employee of the Company.

(b) General. Options granted to Indian and Dutch Employees under the Plan are subject to the provisions of the Plan and any related Award Agreement unless otherwise provided in this Section.

(c) Exercise of Options. The consideration to be paid for Options exercised by Indian and Dutch Employees under the Plan shall be limited to a “cashless exercise”, which is delivery of a properly executed exercise notice together with such other documentation as the Committee and any broker approved by the Company, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price.

22. Foreign Jurisdictions. In order to facilitate the making of any Award under this Plan, the Committee may provide for special terms for Awards to Participants who are foreign nationals or who are employed by the Company (or its Parent or any Subsidiary) outside of the United States, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. In addition, the Committee may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without affecting the terms of this Plan as in effect for any other purpose, provided that no such supplements, amendments, restatements or alternative versions shall include any provisions that are inconsistent with the terms of this Plan, as then in effect, unless the Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company.

23. Stockholder Approval. This Plan shall be subject to approval by the stockholders of the Company at the first annual meeting of stockholders held subsequent to the Board of Director’s approval of the Plan. Such stockholder approval shall be obtained as required under applicable state and federal law. As of the date of stockholder approval, no new awards may be made under the Existing Plans. Any awards outstanding under such plans as of the date of stockholder approval of this Plan shall remain outstanding and shall otherwise continue to be subject to the terms and conditions of such plans.

GARTNER, INC.

2003 LONG-TERM INCENTIVE PLAN
FORM OF STOCK OPTION AGREEMENT
TERMS AND CONDITIONS
NONSTATUTORY STOCK OPTION (U.S. CONSULTANTS)

1. Grant of Option. The Committee grants you a Nonstatutory Stock Option (the "Option") to purchase the number of Shares (the "Option Shares"), at the exercise price (the "Exercise Price"), reflected on the attached Notice of Grant under the 2003 Long-Term Incentive Plan (the "Plan"), the terms and conditions of which are incorporated herein by reference. The Option granted under this Stock Option Agreement is intended by the Committee to be a Nonstatutory Stock Option and the provisions of this Stock Option Agreement shall be interpreted on a basis consistent with such intent. If there is a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan will govern.

2. Exercise of Option.

a. Term of Option. You may exercise this Option at anytime prior to the close of business on the Expiration Date in accordance with the applicable provisions of the Plan and this Stock Option Agreement.

b. Method of Exercise. You must exercise this Option in accordance with the Company's published exercise procedures, as in effect from time to time, which may require you to exercise this Option through the Company's designated broker or administrator. All exercises must be accompanied by payment of the aggregate exercise price together with all required withholding taxes. Exercise forms are available from the Treasury Department. No Shares will be issued upon exercise of this Option unless such issuance and exercise complies with all relevant provisions of (i) of this Stock Option Agreement and the Plan, (ii) applicable law, and (iii) the requirements of any stock exchange or quotation service upon which the Shares are then listed.

c. Method of Payment. Payment of the aggregate exercise price must be (i) in cash (including check, bank draft or money order), or (ii) for "cashless exercises" during the trading window, by delivery of such documentation as the Committee and any broker of deposit, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price, in each case plus any applicable withholding taxes.

d. Non-Transferability of Option. This Option may not be transferred in any manner without the consent of the Committee other than by will, the laws of descent or distribution or pursuant to a qualified domestic relations order, and may be exercised during your lifetime only by you or a permitted transferee. The terms of the Plan and this Stock Option Agreement will be binding upon you, your executors, administrators, heirs, successors and any permitted assigns.

e. Acceleration in Connection with a Change in Control. This Option will immediately vest in full if you are terminated by the Company without Cause within twelve (12) months following a Change in Control in accordance with the terms of the Plan.

3. Withholding of Taxes. If necessary or desirable, the Company will be entitled to withhold any amounts due and payable by the Company to you (or secure payment from you in lieu of withholding) for

the amount of any withholding or other tax due with respect to any Shares issued or issuable under the Plan, and the Company may defer such issuance unless you indemnify the Company to its satisfaction for all such taxes.

4. Governing Law. This agreement is governed by Delaware law except for that body of law pertaining to conflict of laws.

5. Defined Terms: Capitalized terms used in this Stock Option Agreement without definition will have the meanings provided for in the Plan.

6. Additional Provisions.

a. No Rights to Employment or Future Grants. No provisions of this Agreement will be deemed to confer upon you any right to (i) be considered an employee of the Company or any Parent or Subsidiary or will in any way affect the right of the Company or any Parent or Subsidiary to terminate your consulting arrangement at any time for any reason, with or without cause, subject to the terms of any written consulting agreement between you and the Company, or (ii) entitle you to the grant of any future equity compensation.

b. No Liability for Good Faith Business Acts or Omissions. You recognize and agree that the Board, the Committee, the officers, agents or employees of the Company and any Parent and Subsidiary, in their oversight or conduct of the business and affairs of the Company and its Parents and Subsidiaries, may in good faith cause the Company or any Parent and Subsidiary to act, or to omit to act, in a manner that may, directly or indirectly, affect your rights with respect to the Option. No provision of this Agreement will be interpreted or construed to impose any liability upon the Company, or any Parent or Subsidiary, the Board, the Committee, or any officer, agent or employee of the Company or of any Parent or Subsidiary, for any such action or omission.

c. Administration, Interpretation and Construction. The terms and conditions of this Stock Option Agreement will be administered, interpreted and construed by the Committee. The Committee's decisions will be final, conclusive and binding on the Company, on you and on anyone claiming under or through the Company or you. By accepting the Option, you irrevocably consent and agree to the terms and conditions of this Stock Option Agreement and the Plan and to all actions, decisions and determinations to be taken or made by the Committee or the Board in good faith pursuant to the terms and conditions of this Stock Option Agreement and the Plan.

d. Titles. The titles to sections or paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any section or paragraph.

GARTNER, INC.

2003 LONG-TERM INCENTIVE PLAN
FORM OF STOCK OPTION AGREEMENT
TERMS AND CONDITIONS
NONSTATUTORY STOCK OPTION (U.S. EMPLOYEES)

1. Grant of Option. The Committee grants you a Nonstatutory Stock Option (the "Option") to purchase the number of Shares (the "Option Shares"), at the exercise price (the "Exercise Price"), reflected on the attached Notice of Grant under the 2003 Long-Term Incentive Plan (the "Plan"), the terms and conditions of which are incorporated herein by reference. The Option granted under this Stock Option Agreement is intended by the Committee to be a Nonstatutory Stock Option and the provisions of this Stock Option Agreement shall be interpreted on a basis consistent with such intent. If there is a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan will govern.

2. Exercise of Option.

a. Term of Option. Assuming your Continued Service, you may exercise this Option prior to the close of business on the Expiration Date in accordance with the vesting schedule shown on the attached Notice of Grant and the applicable provisions of the Plan and this Stock Option Agreement (the "Vesting Schedule"). This Option will immediately vest in full if you are terminated by the Company without Cause within twelve (12) months following a Change in Control in accordance with the terms of the Plan. In addition, any portion of this Option that would have vested, assuming your Continued Service, during the twelve (12) month period following your Retirement will automatically vest upon such Retirement. Should your Continued Service end at any time, that portion of this Option that has not vested will be immediately cancelled; any vested portion of this Option may be exercised until the *earlier* of the close of business on the expiration date reflected on the attached Notice of Grant (the "Expiration Date") or:

- If your termination results from your Retirement: One year from your termination date
- If your termination results from your death: One year from your termination date
- If your termination results from your Disability: One year from your termination date
- If your termination is by the Company without Cause within 12 months following a Change in Control: 90 days from your termination date
- If your termination results from any other cause: 30 days from your termination date (excluding any period during which you are prohibited from trading under the Company's insider trading policy)

b. Method of Exercise. You must exercise this Option in accordance with the Company's published exercise procedures, as in effect from time to time, which may require you to exercise this Option through the Company's designated broker or administrator. All exercises must be accompanied by payment of the aggregate exercise price together with all required withholding taxes. Exercise forms are available from the Treasury Department. No Shares will be issued upon exercise of this Option unless such issuance

and exercise complies with all relevant provisions of (i) of this Stock Option Agreement and the Plan, (ii) applicable law, and (iii) the requirements of any stock exchange or quotation service upon which the Shares are then listed.

c. Method of Payment. Payment of the aggregate exercise price must be (i) in cash (including check, bank draft or money order), or (ii) for “cashless exercises” during the trading window, by delivery of such documentation as the Committee and any broker of deposit, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price, in each case plus any applicable withholding taxes.

d. Non-Transferability of Option. This Option may not be transferred in any manner without the consent of the Committee other than by will, the laws of descent or distribution or pursuant to a qualified domestic relations order, and may be exercised during your lifetime only by you or a permitted transferee. The terms of the Plan and this Stock Option Agreement will be binding upon you, your executors, administrators, heirs, successors and any permitted assigns.

3. Withholding of Taxes. If necessary or desirable, the Company will be entitled to withhold any amounts due and payable by the Company to you (or secure payment from you in lieu of withholding) for the amount of any withholding or other tax due with respect to any Shares issued or issuable under the Plan, and the Company may defer such issuance unless you indemnify the Company to its satisfaction for all such taxes.

4. Governing Law. This agreement is governed by Delaware law except for that body of law pertaining to conflict of laws.

5. Defined Terms: Capitalized terms used in this Stock Option Agreement without definition will have the meanings provided for in the Plan. When used in this Stock Option Agreement, the following capitalized terms will have the following meanings:

“Continued Service” means that your employment relationship is not interrupted or terminated by you, the Company, or any Parent or Subsidiary of the Company. Your employment relationship will not be considered interrupted in the case of: (i) any leave of absence approved in accordance with the Company’s written personnel policies, including sick leave, family leave, military leave, or any other personal leave; or (ii) transfers between locations of the Company or between the Company and any Parent, Subsidiary or successor; provided, however, that, unless otherwise provided in the Company’s written personnel policies, in this Stock Option Agreement or under applicable laws, rules or regulations, or unless the Committee has otherwise expressly provided for different treatment with respect to this Stock Option Agreement, (x) no such leave may exceed ninety (90) days, and (y) any vesting shall cease on the ninety-first (91st) consecutive date of any leave of absence during which your employment relationship is deemed to continue and will not recommence until such date, if any, upon which you resume service with the Company, its Parent, Subsidiary or successor. If you resume such service in accordance with the terms of the Company’s military leave policy, upon resumption of service you will be given vesting credit for the full duration of your leave of absence. Continuous employment will be deemed interrupted and terminated for an Employee if the Employee’s weekly work hours change from full time to part time. Part-time status for the purpose of vesting continuation or eligibility to receive Options or Rights will be determined in accordance with policies adopted by the Company from time to time, which policies, if any, shall supercede the determination of part-time status set forth in the Company’s posted “employee status definitions”.

“Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.

“Retirement” means termination of your employment in accordance with the Company’s retirement policies, as in effect from time to time, if on the date of such termination (i) you are at least 55 years old and your Continued Service has extended for at least five years, and (ii) the number of full years in your age and your number of full years of Continued Service total at least 65. By way of illustration, if you terminate your employment in accordance with the Company’s retirement policies on your 63rd birthday after six years of Continued Service, your total would be 69 and your termination would be treated as a Retirement; if your Continued Service had extended for only four years, your total would be 67 but your termination would not be treated as a Retirement since you would not have met the minimum of five years of Continued Service.

6. Additional Provisions.

a. No Rights to Employment or Future Grants. No provisions of this Agreement will be deemed to confer upon you any right to (i) continue in the employ of the Company or any Parent or Subsidiary or will in any way affect the right of the Company or any Parent or Subsidiary to dismiss or otherwise terminate your employment at any time for any reason, with or without cause, or (ii) entitle you to the grant of any future equity compensation.

b. No Liability for Good Faith Business Acts or Omissions. You recognize and agree that the Board, the Committee, the officers, agents or employees of the Company and any Parent and Subsidiary, in their oversight or conduct of the business and affairs of the Company and its Parents and Subsidiaries, may in good faith cause the Company or any Parent and Subsidiary to act, or to omit to act, in a manner that may, directly or indirectly, affect your rights with respect to the Option. No provision of this Agreement will be interpreted or construed to impose any liability upon the Company, or any Parent or Subsidiary, the Board, the Committee, or any officer, agent or employee of the Company or of any Parent or Subsidiary, for any such action or omission.

c. Administration, Interpretation and Construction. The terms and conditions of this Stock Option Agreement will be administered, interpreted and construed by the Committee. The Committee’s decisions will be final, conclusive and binding on the Company, on you and on anyone claiming under or through the Company or you. By accepting the Option, you irrevocably consent and agree to the terms and conditions of this Stock Option Agreement and the Plan and to all actions, decisions and determinations to be taken or made by the Committee or the Board in good faith pursuant to the terms and conditions of this Stock Option Agreement and the Plan.

d. Titles. The titles to sections or paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any section or paragraph.

e. Acceptance. This option must be accepted and acknowledged by you within 107 days from the date of grant. If you fail to accept and acknowledge this Option by such date then this Option shall become null and void and you shall forfeit any and all rights that you have to this Option and any Option Shares.

GARTNER, INC.

2003 LONG-TERM INCENTIVE PLAN
FORM OF STOCK OPTION AGREEMENT
TERMS AND CONDITIONS
NONSTATUTORY STOCK OPTION (NON-U.S. EMPLOYEES)

1. Grant of Option. The Committee grants you a Nonstatutory Stock Option (the "Option") to purchase the number of Shares (the "Option Shares"), at the exercise price (the "Exercise Price"), reflected on the attached Notice of Grant under the 2003 Long-Term Incentive Plan (the "Plan"), the terms and conditions of which are incorporated herein by reference. The Option granted under this Stock Option Agreement is intended by the Committee to be a Nonstatutory Stock Option under the U.S. tax laws and the provisions of this Stock Option Agreement shall be interpreted on a basis consistent with such intent. However, you acknowledge that the tax impact of this grant will also depend upon the tax laws of the jurisdictions in which you are employed and in which you reside. The Company encourages you to contact your own tax advisor if you have any questions concerning the tax impact of this grant. If there is a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan will govern.

2. Exercise of Option.

b. Term of Option. Assuming your Continued Service, you may exercise this Option prior to the close of business on the Expiration Date in accordance with the vesting schedule shown on the attached Notice of Grant and the applicable provisions of the Plan and this Stock Option Agreement (the "Vesting Schedule"). This Option will immediately vest in full if you are terminated by the Company without Cause within twelve (12) months following a Change in Control in accordance with the terms of the Plan. In addition, any portion of this Option that would have vested, assuming your Continued Service, during the twelve (12) month period following your Retirement will automatically vest upon such Retirement. Should your Continued Service end at any time, that portion of this Option that has not vested will be immediately cancelled; any vested portion of this Option may be exercised until the *earlier* of the close of business on the expiration date reflected on the attached Notice of Grant (the "Expiration Date") or:

- If your termination results from your Retirement: One year from your termination date
- If your termination results from your death: One year from your termination date
- If your termination results from your Disability: One year from your termination date
- If your termination is by the Company without Cause within 12 months following a Change in Control: 90 days from your termination date
- If your termination results from any other cause: 30 days from your termination date (excluding any period during which you are prohibited from trading under the Company's insider trading policy).

b. Method of Exercise. You must exercise this Option in accordance with the Company's published exercise procedures, as in effect from time to time. In certain jurisdictions, these exercise

procedures may require you to exercise this Option through the Company's designated broker or administrator, or may require you to exercise this Option through a "cashless exercise" in which shares underlying the Option are used to pay the exercise price. Additional restrictions or requirements may apply in other jurisdictions. Except as otherwise provided in the Company's exercise procedures, all exercises must be accompanied by payment of the aggregate exercise price together with all required withholding taxes. Exercise forms are available from the Treasury Department. No Shares will be issued upon exercise of this Option unless such issuance and exercise complies with all relevant provisions of (i) of this Stock Option Agreement and the Plan, (ii) applicable law, and (iii) the requirements of any stock exchange or quotation service upon which the Shares are then listed.

c. Method of Payment. Payment of the aggregate exercise price must be (i) in cash (including check, bank draft or money order), or (ii) for "cashless exercises" during the trading window, by delivery of such documentation as the Committee and any broker of deposit, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price, in each case plus any applicable withholding taxes.

d. Non-Transferability of Option. This Option may not be transferred in any manner without the consent of the Committee other than by will, the laws of descent or distribution or pursuant to a qualified domestic relations order, and may be exercised during your lifetime only by you or a permitted transferee. The terms of the Plan and this Stock Option Agreement will be binding upon you, your executors, administrators, heirs, successors and any permitted assigns.

3. Withholding of Taxes. If necessary or desirable, the Company will be entitled to withhold any amounts due and payable by the Company to you (or secure payment from you in lieu of withholding) for the amount of any withholding or other tax due with respect to any Shares issued or issuable under the Plan, and the Company may defer such issuance unless you indemnify the Company to its satisfaction for all such taxes.

4. Governing Law. This agreement is governed by Delaware law except for that body of law pertaining to conflict of laws.

5. Defined Terms: Capitalized terms used in this Stock Option Agreement without definition will have the meanings provided for in the Plan. When used in this Stock Option Agreement, the following capitalized terms will have the following meanings:

"Continued Service" means that your employment relationship is not interrupted or terminated by you, the Company, or any Parent or Subsidiary of the Company. Your employment relationship will not be considered interrupted in the case of: (i) any leave of absence approved in accordance with the Company's written personnel policies, including sick leave, family leave, military leave, or any other personal leave; or (ii) transfers between locations of the Company or between the Company and any Parent, Subsidiary or successor; provided, however, that, unless otherwise provided in the Company's written personnel policies, in this Stock Option Agreement or under applicable laws, rules or regulations, or unless the Committee has otherwise expressly provided for different treatment with respect to this Stock Option Agreement, (x) no such leave may exceed ninety (90) days, and (y) any vesting shall cease on the ninety-first (91st) consecutive date of any leave of absence during which your employment relationship is deemed to continue and will not recommence until such date, if any, upon which you resume service with the Company, its Parent, Subsidiary or successor. If you resume such service in accordance with the terms of the Company's military leave policy, upon resumption of service you will be given vesting credit for the full duration of your leave of absence. Continuous employment will be deemed interrupted and terminated for an Employee if the Employee's weekly work hours change from full time to part time. Part-time status

for the purpose of vesting continuation or eligibility to receive Options or Rights will be determined in accordance with policies adopted by the Company from time to time, which policies, if any, shall supercede the determination of part-time status set forth in the Company's posted "employee status definitions".

"Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code.

"Retirement" means termination of your employment in accordance with the Company's retirement policies, as in effect from time to time, if on the date of such termination (i) you are at least 55 years old and your Continued Service has extended for at least five years, and (ii) the number of full years in your age and your number of full years of Continued Service total at least 65. By way of illustration, if you terminate your employment in accordance with the Company's retirement policies on your 63rd birthday after six years of Continued Service, your total would be 69 and your termination would be treated as a Retirement; if your Continued Service had extended for only four years, your total would be 67 but your termination would not be treated as a Retirement since you would not have met the minimum of five years of Continued Service.

6. Additional Provisions.

a. No Rights to Employment or Future Grants. No provisions of this Agreement will be deemed to confer upon you any right to (i) continue in the employ of the Company or any Parent or Subsidiary or will in any way affect the right of the Company or any Parent or Subsidiary to dismiss or otherwise terminate your employment at any time for any reason, with or without cause, or (ii) entitle you to the grant of any future equity compensation.

b. No Liability for Good Faith Business Acts or Omissions. You recognize and agree that the Board, the Committee, the officers, agents or employees of the Company and any Parent and Subsidiary, in their oversight or conduct of the business and affairs of the Company and its Parents and Subsidiaries, may in good faith cause the Company or any Parent and Subsidiary to act, or to omit to act, in a manner that may, directly or indirectly, affect your rights with respect to the Option. No provision of this Agreement will be interpreted or construed to impose any liability upon the Company, or any Parent or Subsidiary, the Board, the Committee, or any officer, agent or employee of the Company or of any Parent or Subsidiary, for any such action or omission.

c. Administration, Interpretation and Construction. The terms and conditions of this Stock Option Agreement will be administered, interpreted and construed by the Committee. The Committee's decisions will be final, conclusive and binding on the Company, on you and on anyone claiming under or through the Company or you. By accepting the Option, you irrevocably consent and agree to the terms and conditions of this Stock Option Agreement and the Plan and to all actions, decisions and determinations to be taken or made by the Committee or the Board in good faith pursuant to the terms and conditions of this Stock Option Agreement and the Plan.

d. Titles. The titles to sections or paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any section or paragraph.

GARTNER, INC.

2003 LONG-TERM INCENTIVE PLAN
FORM OF STOCK OPTION AGREEMENT
TERMS AND CONDITIONS
NONSTATUTORY STOCK OPTION (DIRECTORS)

1. Grant of Option. You have been granted a Nonstatutory Stock Option (the “Option”) to purchase the number of Shares (the “Option Shares”), at the exercise price (the “Exercise Price”), reflected on the attached Notice of Grant in accordance with the terms of the 2003 Long-Term Incentive Plan (the “Plan”), the terms and conditions of which are incorporated herein by reference. The Option granted under this Stock Option Agreement is intended to be a Nonstatutory Stock Option and the provisions of this Stock Option Agreement shall be interpreted on a basis consistent with such intent. If there is a conflict between the terms and conditions of the Plan and this Stock Option Agreement, the terms and conditions of the Plan will govern.

2. Exercise of Option.

c. Term of Option. Assuming your Continued Service, you may exercise this Option prior to the close of business on the Expiration Date in accordance with the vesting schedule shown on the attached Notice of Grant and the applicable provisions of the Plan and this Stock Option Agreement (the “Vesting Schedule”). This Option will immediately vest in full if you are terminated by the Company without Cause within twelve (12) months following a Change in Control in accordance with the terms of the Plan. Should your Continued Service end at any time, that portion of this Option that has not vested will be immediately cancelled; any vested portion of this Option may be exercised until the *earlier* of the close of business on the expiration date reflected on the attached Notice of Grant (the “Expiration Date”) or:

- If your termination results from your death: One year from your termination date
- If your termination results from your Disability: Six months from your termination date
- If your termination is by the Company without Cause within 12 months following a Change in Control: 90 days from your termination date
- If your termination results from any other cause: 90 days from your termination date

b. Method of Exercise. You must exercise this Option in accordance with the Company’s published exercise procedures, as in effect from time to time, which may require you to exercise this Option through the Company’s designated broker or administrator. All exercises must be accompanied by payment of the aggregate exercise price together with all required withholding taxes. Exercise forms are available from the Treasury Department. No Shares will be issued upon exercise of this Option unless such issuance and exercise complies with all relevant provisions of (i) of this Stock Option Agreement and the Plan, (ii) applicable law, and (iii) the requirements of any stock exchange or quotation service upon which the Shares are then listed.

c. Method of Payment. Payment of the aggregate exercise price must be (i) in cash (including check, bank draft or money order), or (ii) for “cashless exercises” during the trading window, by delivery of such documentation as the Committee and any broker of deposit, if applicable, shall require to effect an

exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price, in each case plus any applicable withholding taxes.

d. Non-Transferability of Option. This Option may not be transferred in any manner without the consent of the Committee other than by will, the laws of descent or distribution or pursuant to a qualified domestic relations order, and may be exercised during your lifetime only by you or a permitted transferee. The terms of the Plan and this Stock Option Agreement will be binding upon you, your executors, administrators, heirs, successors and any permitted assigns.

3. Withholding of Taxes. If necessary or desirable, the Company will be entitled to withhold any amounts due and payable by the Company to you (or secure payment from you in lieu of withholding) for the amount of any withholding or other tax due with respect to any Shares issued or issuable under the Plan, and the Company may defer such issuance unless you indemnify the Company to its satisfaction for all such taxes.

4. Governing Law. This agreement is governed by Delaware law except for that body of law pertaining to conflict of laws.

5. Defined Terms: Capitalized terms used in this Stock Option Agreement without definition will have the meanings provided for in the Plan. When used in this Stock Option Agreement, the following capitalized terms will have the following meanings:

“Continued Service” means that your directorship on the Company’s Board of Directors is not interrupted or terminated by you or the Company’s stockholders, or otherwise by operation of the Company’s charter or by-laws.

“Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code.

6. Additional Provisions.

a. No Liability for Good Faith Business Acts or Omissions. You recognize and agree that the Board, the Committee, the officers, agents or employees of the Company and any Parent and Subsidiary, in their oversight or conduct of the business and affairs of the Company and its Parents and Subsidiaries, may in good faith cause the Company or any Parent and Subsidiary to act, or to omit to act, in a manner that may, directly or indirectly, affect your rights with respect to the Option. No provision of this Agreement will be interpreted or construed to impose any liability upon the Company, or any Parent or Subsidiary, the Board, the Committee, or any officer, agent or employee of the Company or of any Parent or Subsidiary, for any such action or omission.

b. Administration, Interpretation and Construction. The terms and conditions of this Stock Option Agreement will be administered, interpreted and construed by the Committee. The Committee’s decisions will be final, conclusive and binding on the Company, on you and on anyone claiming under or through the Company or you. By accepting the Option, you irrevocably consent and agree to the terms and conditions of this Stock Option Agreement and the Plan and to all actions, decisions and determinations to be taken or made by the Committee or the Board in good faith pursuant to the terms and conditions of this Stock Option Agreement and the Plan.

c. Titles. The titles to sections or paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any section or paragraph.

August 9, 2005

Gartner, Inc.
P.O. Box 10212
56 Top Gallant Road
Stamford, Connecticut
06902-7747

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by Gartner, Inc., a Delaware corporation (the "Registrant" or "you"), with the Securities and Exchange Commission on or about August 9, 2005, in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of (i) an aggregate of up to 11,000,000 shares of Common Stock, \$0.0005 par value, of Gartner, Inc. (the "Shares") that are to be issued pursuant to the Amended and Restated Gartner 2003 Long-Term Incentive Plan (the "Plan").

As your legal counsel, we have reviewed the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the (i) proposed sale and issuance of the Shares by you under the Plan. In addition, we have examined instruments, documents, and records that we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

It is our opinion that when issued and sold in the manner described in the Plan, the Shares will be duly authorized, legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement, including any prospectus constituting a part thereof, and any amendments thereto. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act, or the rules and regulations of the Securities and Exchange Commission issued thereunder, with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

Very truly yours,

/s/ WILSON SONSINI GOODRICH & ROSATI,
Professional Corporation

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Gartner, Inc.:

We consent to the incorporation by reference in this Registration Statement of Gartner, Inc. on Form S-8 pertaining to the Amended and Restated Gartner 2003 Long-Term Incentive Plan of our reports dated March 16, 2005, with respect to the consolidated balance sheets of Gartner, Inc. as of December 31, 2004 and 2003 and the related consolidated statements of operations, stockholders' equity (deficit) and comprehensive income (loss), and cash flows for each of the years in the two-year period ended December 31, 2004, the three-month period ended December 31, 2002, and the year ended September 30, 2002, management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2004 and the effectiveness of internal control over financial reporting as of December 31, 2004, which reports appear in the December 31, 2004 annual report on Form 10-K of Gartner, Inc.

/s/ KPMG LLP

New York, New York
August 9, 2005