

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2018

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 1-14443

**GARTNER, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**P.O. Box 10212**

**56 Top Gallant Road**

**Stamford, CT**

(Address of principal executive offices)

**(203) 316-1111**

(Registrant's telephone number, including area code)

**04-3099750**

(I.R.S. Employer Identification No.)

**06902-7700**

(Zip Code)

Securities registered pursuant to Section 12(b) of the Act:

**Title of each class**

**Name of each exchange  
on which registered**

Common Stock, \$.0005 par value per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company as defined in Rule 12b-2 of the Exchange Act:

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2018, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$11,675,031,229, based on the closing sale price as reported on the New York Stock Exchange.

As of January 31, 2019, 89,711,737 shares of the registrant's common shares were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

The definitive Proxy Statement for the Annual Meeting of Stockholders to be held on May 30, 2019 is incorporated by reference into Part III to the extent described therein.

**GARTNER, INC.**  
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## PART I

### ITEM 1. BUSINESS.

#### GENERAL

Gartner, Inc. (NYSE: IT) is the world's leading research and advisory company and a member of the S&P 500. We equip business leaders with indispensable insights, advice and tools to achieve their goals and build the successful organizations of tomorrow. We believe we have an unmatched combination of expert-led, practitioner-sourced and data-driven research that steers clients toward the right decisions on the issues that matter most. We're a trusted advisor and an objective resource for more than 15,000 organizations in more than 100 countries — across all major functions, in every industry and enterprise size.

Gartner delivers its products and services globally through three business segments:

- **Research** provides trusted, objective insights and advice on the mission-critical priorities of leaders across all functional areas of the enterprise through research and other reports, briefings, proprietary tools, access to our analysts and advisors, peer networking services and membership programs that enable our clients to make better decisions. Gartner's traditional strengths in IT, marketing and supply chain research were enhanced in 2017 with Gartner's acquisition of CEB Inc., which added CEB's best practice and talent management research insights across a range of business functions, to include human resources, finance, sales and legal.
- **Conferences** (formerly called Events) provides business professionals across the organization the opportunity to learn, share and network. From our flagship CIO conference Gartner IT Symposium, to industry-leading conferences focused on specific business roles and topics, to member-driven sessions, our offerings enable attendees to experience the best of Gartner insight and advice live.
- **Consulting** provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality.

References to “the Company,” “we,” “our,” and “us” are to Gartner, Inc. and its consolidated subsidiaries.

#### MARKET OVERVIEW

Technology increasingly drives organizational strategies rather than just supporting them, and three megaforges - technology-driven industry disruption, the growing pervasiveness of technology across every part of the enterprise, and sustained macroeconomic and political volatility (such as commodity price swings, exchange rate flux, Brexit) - are rapidly changing how businesses and other organizations plan and operate.

To remain viable and competitive, business leaders must deal with this unprecedented level of disruption and change. No enterprise can be operationally effective unless it incorporates the right technology and related strategy and management decisions into every part of its business. This affects all business levels, functions and roles. Chief financial officers, heads of human resources, chief marketing officers and other executives and leaders across the enterprise are more reliant on technology than ever. Given this critical need, business enterprises, governments and their agencies, and other organizations turn to Gartner for decision-making guidance to ensure they maximize their technology investments and meet their current and future needs.

Our legacy of expertise in IT has given way to a new position: Strategic research and advisory services operating across the entire organization. We believe our best-in-class Gartner content, combined with the CEB expertise in functional areas that we integrated during 2018, has strengthened our value proposition and increased our market opportunity to an all-time high.

#### OUR SOLUTION

We believe our unmatched combination of expert-led, practitioner-sourced, data-driven research steers clients toward the right decisions on the issues that matter most. We employ a diversified business model that utilizes and leverages the breadth and depth of our intellectual capital. The foundation of our business model is our ability to create and distribute our proprietary research content as broadly as possible via published reports, interactive tools, facilitated peer networking, briefings, consulting and advisory services, and our conferences, including the Gartner Symposium/Xpo™ series.

We had 2,114 research analysts and expert advisors as of December 31, 2018 located around the world who create and deliver compelling, relevant, independent and objective research and fact-based analysis on virtually every function across the enterprise.

Through our robust product portfolio, our global research and advisory team provides thought leadership and insights that CIOs and other technology practitioners, HR, sales, legal, finance, supply chain and marketing executives need to make the right decisions, every day.

In addition to our research analysts and expert advisors, as of December 31, 2018, we had 718 experienced consultants who combine our objective, independent research with a practical business perspective focused on the IT industry. Finally, our conferences are some of the largest of their kind, gathering together highly qualified audiences that include CIOs and other IT and C-suite executives, frontline IT architects and professionals, purchasers and providers of technology and supply chain products and services, business professionals, and other leaders across marketing, finance, legal, sales and HR.

## PRODUCTS AND SERVICES

Our diversified business model provides multiple entry points and sources of value for our clients that facilitate increased client spending on our research and advisory services, consulting services and conferences. A critical part of our long-term strategy is to increase business volume and penetration with our most valuable clients, identifying relationships with the greatest sales potential and expanding those relationships by offering strategically relevant research and advice. We also seek to extend the Gartner brand name to develop new client relationships, augment our sales capacity and expand into new markets around the world. In addition, we seek to increase our revenue and operating cash flow through more effective pricing of our products and services. These initiatives have created additional revenue streams through more effective packaging, campaigning and cross-selling of our products and services.

Our principal products and services are delivered through our three business segments:

- **RESEARCH.** Gartner delivers independent, objective advice to leaders across the enterprise, primarily through a subscription-based digital media service. Gartner research is the fundamental building block for all Gartner services. We combine our proprietary research methodologies with extensive industry and academic relationships to create Gartner solutions that address each role across the enterprise. Within the Research segment, Global Technology Sales ("GTS") delivers products and services to users and providers of technology, while Global Business Sales ("GBS") delivers products and services to all other functional leaders.

Our research agenda is defined by clients' needs, focusing on the critical issues, opportunities and challenges they face every day. We are in steady contact with over 15,000 distinct organizations worldwide. We publish tens of thousands of pages of original research annually, and our analysts have over 380,000 client interactions every year. Our size and scale enable us to commit vast resources toward broader and deeper research coverage, and to deliver insight to our clients based on what they need and where they are. The ongoing interaction of our research analysts and advisors with our clients enables us to identify the most pertinent topics to them and develop relevant product enhancements to meet the evolving needs of users of our research. Our proprietary research content, presented in the form of reports, briefings, updates and related tools, is delivered directly to the client's desktop via our website and/or product-specific portals.

Clients normally sign subscription contracts that provide access to our research content and advisory services for individual users over a defined period of time. We typically have a minimum contract period of 12 months for our research and advisory subscription contracts and at December 31, 2018, a significant portion of our contracts were multi-year.

- **CONFERENCES.** Gartner attracts more than 80,000 business and technology professionals and industry-leading technology providers to its 70+ conferences worldwide each year. Attendees experience sessions led by Gartner analysts and advisors, cutting-edge technology solutions, peer exchange workshops, one-on-one analyst and advisor meetings, consulting diagnostic workshops, keynotes and more. They also provide attendees with an opportunity to interact with business executives from the world's leading technology companies. In addition to role-specific summits and workshop-style seminars, Gartner holds its unique, flagship IT Symposium/Xpo™ in nine locations worldwide annually. Since the addition of CEB, we've expanded to host 700+ more intimate live meetings each year, as well as 250+ exclusive C-level meetings through the Evanta brand.
- **CONSULTING.** Gartner Consulting deepens relationships with our largest research and advisory clients by extending the reach of our research through custom consulting engagements. Gartner Consulting brings together our unique research insight, benchmarking data, problem-solving methodologies and hands-on experience to improve the return on a client's IT investment. Our consultants provide fact-based consulting services to help clients use and manage IT to optimize business performance.

Consulting solutions capitalize on Gartner assets that are invaluable to IT decision making, including: (1) our extensive research, which ensures that our consulting analyses and advice are based on a deep understanding of the IT environment and the business of IT; (2) our market independence, which keeps our consultants focused on our clients' success; and (3) our

market-leading benchmarking capabilities, which provide relevant comparisons and best practices to assess and improve performance. Gartner Consulting provides solutions to CIOs and other IT executives, and to those professionals responsible for IT applications, enterprise architecture, go-to-market strategies, infrastructure and operations, program and portfolio management, and sourcing and vendor relationships. Gartner Consulting also provides targeted consulting services to professionals in specific industries. Finally, we provide actionable solutions for IT cost optimization, technology modernization and IT sourcing optimization initiatives.

## **COMPETITION**

We believe that the principal factors that differentiate us from our competitors are:

- Superior research content - We believe that we create the broadest, highest-quality and most relevant research coverage across all major functional roles in the enterprise. Our research analysis generates unbiased insight that we believe is timely, thought-provoking and comprehensive, and that is known for its high quality, independence and objectivity.
- Our leading brand name - We have provided critical, trusted insight under the Gartner name for nearly 40 years.
- Our global footprint and established customer base - We have a global presence with clients in more than 100 countries on six continents. A substantial portion of our revenue is derived from sales outside of the United States.
- Experienced management team - Our management team is composed of research veterans and experienced industry executives with long tenure at Gartner.
- Substantial operating leverage in our business model - We have the ability to distribute our intellectual property and expertise across multiple platforms, including research publications, consulting engagements, conferences and executive programs, to derive incremental revenue and profitability.
- Vast network of analysts, advisors and consultants - As of December 31, 2018, we had 2,114 research analysts and expert advisors and 718 experienced consultants located around the world. Our analysts and advisors collectively speak 59 languages and are located in 26 countries, enabling us to cover vast aspects of business and technology on a global basis.

Notwithstanding these differentiating factors, we face competition from a significant number of independent providers of information products and services. We compete indirectly with consulting firms and other data and information providers, including electronic and print media companies. These indirect competitors could choose to compete directly with us in the future. In addition, we face competition from free sources of information that are available to our clients through the internet. Limited barriers to entry exist in the markets in which we do business. As a result, new competitors may emerge and existing competitors may start to provide additional or complementary services. While we believe the breadth and depth of our research positions us well versus our competition, increased competition could result in loss of market share, diminished value in our products and services, reduced pricing, and increased sales and marketing expenditures.

## **INTELLECTUAL PROPERTY**

Our success has resulted in part from proprietary methodologies, software, reusable knowledge capital and other intellectual property rights. We rely on a combination of patent, copyright, trademark, trade secret, confidentiality, non-compete and other contractual provisions to protect our intellectual property rights. We have policies related to confidentiality, ownership, and the use and protection of Gartner's intellectual property. We also enter into agreements with our employees as appropriate that protect our intellectual property, and we enforce these agreements if necessary. We recognize the value of our intellectual property in the marketplace and vigorously identify, create and protect it. Additionally, we actively monitor and enforce contract compliance by our end users.

## **EMPLOYEES**

We had a total of 15,173 employees as of December 31, 2018, a slight increase compared to 15,131 at December 31, 2017. The 15,173 employees at December 31, 2018 is net of a reduction of 1,547 employees resulting from our 2018 business divestitures. Adjusting for these divestitures, our total headcount increased by approximately 11% year-over-year.

We had 8,802 employees, or 58% of our total employees, based in the U.S. at December 31, 2018 in 83 offices. We had 1,312 employees located at our headquarters facility in Stamford, Connecticut and nearby; 1,930 employees located at our Ft. Myers,

Florida offices; 1,493 located in Arlington, Virginia; 397 employees located in Irving, Texas; and 3,670 employees located elsewhere in the United States.

We had 6,371 employees, or 42% of our total employees, located outside of the United States at December 31, 2018 in 43 offices: 1,135 employees were located in Egham, the United Kingdom; 1,089 employees were located in Gurgaon, India; and 4,147 employees were located elsewhere.

Our employees may be subject to collective bargaining agreements at a company or industry level, or works councils, in those foreign countries where this is part of the local labor law or practice. We have experienced no work stoppages and consider our relations with our employees to be favorable.

## **GOVERNMENT CONTRACTS**

Our U.S. government contracts are subject to the approval of appropriations by the U.S. Congress to fund the agencies contracting for our products and services. Additionally, our contracts at the state and local levels, as well as foreign government contracts, are subject to various governmental authorizations and funding approvals and mechanisms. In general, most if not all of these contracts may be terminated at any time by the government entity without cause or penalty.

## **FINANCIAL INFORMATION**

The Company's financial information by business segment for the three-year period ended December 31, 2018 is provided in Note 14 — Segment Information in the Notes to Consolidated Financial Statements. Additional information regarding revenues by business segment is located in Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements.

## **AVAILABLE INFORMATION**

Our internet address is *gartner.com* and the Investor Relations section of our website is located at *investor.gartner.com*. We make available free of charge, on or through the Investor Relations section of our website, printable copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC").

Also available at *investor.gartner.com*, under the "Governance" link, are printable and current copies of our (i) CEO & CFO Code of Ethics which applies to our Chief Executive Officer, Chief Financial Officer, Controller and other financial managers, (ii) Global Code of Conduct, which applies to all Gartner officers, directors and employees, wherever located, (iii) Board Principles and Practices, the corporate governance principles that have been adopted by our Board and (iv) charters for each of the Board's standing committees: Audit, Compensation and Governance/Nominating.

## **ITEM 1A. RISK FACTORS**

*We operate in a highly competitive and rapidly changing environment that involves numerous risks and uncertainties, some of which are beyond our control. In addition, we and our clients are affected by global economic conditions and trends. The following sections discuss many, but not all, of the various risks and uncertainties that may affect our future performance, but is not intended to be all-inclusive. Any of the risks described below could have a material adverse impact on our business, prospects, results of operations, financial condition, and cash flows, and could therefore have a negative effect on the trading price of our common stock. Additional risks not currently known to us or that we now deem immaterial may also harm us and negatively affect your investment.*

### **Risks related to our business**

*Our operating results could be negatively impacted by global economic conditions.* Our business is impacted by general economic conditions and trends, in the United States and abroad. In its recent report, *Global Economics Prospects, January 2019: Darkening Skies*, the World Bank reported that global trade and investment have weakened and it reduced its growth outlook for both 2018 and 2019. Among the concerns cited were trade disputes, higher interest rates and lower liquidity as advanced-economy central banks continue to withdraw accommodative monetary policies, high corporate debt loads, and volatile financial markets. In the U.S., where growth has remained solid, the World Bank also cited concerns regarding the diminishing impact of the 2017 tax cuts and a volatile political environment. A downturn in growth could negatively and materially affect future demand for our products

and services in general, in certain geographic regions, in particular countries, or industry sectors. Such difficulties could negatively impact our ability to maintain or improve the various business measurements we utilize (which are defined in this annual report), such as contract value and consulting backlog growth, client retention, wallet retention and consulting utilization rates, and the number of attendees and exhibitors to our conferences and other meetings. Failure to achieve acceptable levels of these measurements or improve them could negatively impact our financial condition, results of operations, and cash flows.

*We face significant competition and our failure to compete successfully could materially adversely affect our results of operations, financial condition, and cash flows.* We face direct competition from a significant number of independent providers of information products and services, including information available on the internet free of charge. We also compete indirectly against consulting firms and other information providers, including electronic and print media companies, some of which may have greater financial, information gathering and marketing resources than we do. These indirect competitors could also choose to compete directly with us in the future. In addition, low barriers to entry exist in the markets in which we do business. As a result, new competitors may emerge and existing competitors may start to provide additional or complementary services. Additionally, technological advances may provide increased competition from a variety of sources.

There can be no assurance that we will be able to successfully compete against current and future competitors and our failure to do so could result in loss of market share, diminished value in our products and services, reduced pricing and increased marketing expenditures. Furthermore, we may not be successful if we cannot compete effectively on quality of research and analysis, timely delivery of information, customer service, the ability to offer products to meet changing market needs for information and analysis, or price.

*We may not be able to maintain the quality of our existing products and services.* We operate in a rapidly evolving market, and our success depends upon our ability to deliver high quality and timely research and analysis to our clients. Any failure to continue to provide credible and reliable information and advice that is useful to our clients could have a material adverse effect on future business and operating results. Further, if our published data, opinions or viewpoints prove to be wrong, lack independence, or are not substantiated by appropriate research, our reputation may suffer and demand for our products and services may decline. In addition, we must continue to improve our methods for delivering our products and services in a cost-effective manner via the internet and mobile applications. Failure to maintain state of the art electronic delivery capabilities could materially adversely affect our future business and operating results.

*We may not be able to enhance and develop our existing products and services, or introduce the new products and services that are needed to remain competitive.* The market for our products and services is characterized by rapidly changing needs for information and analysis. The development of new products is a complex and time-consuming process. Nonetheless, to maintain our competitive position, we must continue to anticipate the needs of our client organizations, develop, enhance and improve our existing as well as new products and services to address those needs, deliver all products and services in a timely, user-friendly and state of the art manner, and appropriately position and price new products and services relative to the marketplace and our costs of developing them. Any failure to achieve successful client acceptance of new products and services could have a material adverse effect on our business, results of operations and financial position. Additionally, significant delays in new product or service releases or significant problems in creating new products or services could materially adversely affect our business, results of operations and financial position.

*Technology is rapidly evolving, and if we do not continue to develop new product and service offerings in response to these changes, our business could suffer.* Disruptive technologies are rapidly changing the environment in which we, our clients, and our competitors operate. We will need to continue to respond to these changes by enhancing our product and service offerings in order to maintain our competitive position. However, we may not be successful in responding to these forces and enhance our products on a timely basis, and any enhancements we develop may not adequately address the changing needs of our clients. Our future success will depend upon our ability to develop and introduce in a timely manner new or enhanced existing offerings that address the changing needs of this constantly evolving marketplace. Failure to develop products that meet the needs of our clients in a timely manner could have a material adverse effect on our business, results of operations, and financial position.

*Our Research business depends on renewals of subscription-based services and sales of new subscription-based services for a significant portion of our revenue, and our failure to renew at historical rates or generate new sales of such services could lead to a decrease in our revenues.* A large portion of our success depends on our ability to generate renewals of our subscription-based research products and services and new sales of such products and services, both to new clients and existing clients. These products and services constituted approximately 80% and 79% of total revenues from our on-going operations for 2018 and 2017, respectively. Generating new sales of our subscription-based products and services, both to new and existing clients, is a challenging, costly, and often time consuming process. If we are unable to generate new sales, due to competition or other factors, our revenues will be adversely affected.

Our research subscription contracts are typically for 12-months or longer. Our ability to maintain contract renewals is subject to numerous factors, including the following:

- delivering high-quality and timely analysis and advice to our clients;
- understanding and anticipating market trends and the changing needs of our clients; and
- providing products and services of the quality and timeliness necessary to withstand competition.

Additionally, as we continue to adjust our products and service offerings to meet our clients' continuing needs, we may shift the type and pricing of our products which may impact client renewal rates. While our Research client retention rate was 83% at both December 31, 2018 and 2017, there can be no guarantee that we will continue to maintain this rate of client renewals.

*The profitability and success of our conferences and other meetings could be adversely affected by external factors beyond our control.* Our Conferences business constituted approximately 11% of total revenues from our on-going operations in both 2018 and 2017. The market for desirable dates and locations for our activities is highly competitive. If we cannot secure desirable dates and suitable venues for our conferences their profitability could suffer, and our financial condition and results of operations may be adversely affected. In addition, because our conferences are scheduled in advance and held at specific locations, the success of these activities can be affected by circumstances outside of our control, such as labor strikes, transportation shutdowns and travel restrictions, economic slowdowns, reductions in government spending, geopolitical crises, terrorist attacks, war, weather, natural disasters, communicable diseases, and other occurrences impacting the global, regional, or national economies, the occurrence of any of which could negatively impact the success of the activity. We also face the challenge of procuring venues that are sizeable enough at a reasonable cost to accommodate some of our major activities.

*Our Consulting business depends on non-recurring engagements and our failure to secure new engagements could lead to a decrease in our revenues.* Consulting segment revenues constituted approximately 9% and 10% of total revenues from our on-going operations in 2018 and 2017, respectively. Consulting engagements typically are project-based and non-recurring. Our ability to replace consulting engagements is subject to numerous factors, including the following:

- delivering consistent, high-quality consulting services to our clients;
- tailoring our consulting services to the changing needs of our clients; and
- our ability to match the skills and competencies of our consulting staff to the skills required for the fulfillment of existing or potential consulting engagements.

Any material decline in our ability to replace consulting engagements could have an adverse impact on our revenues and our financial condition. In addition, revenue from our contract optimization business can fluctuate significantly from period to period and is not predictable.

*Our sales to governments are subject to appropriations and may be terminated.* We derive significant revenues from research and consulting contracts with the United States government and its respective agencies, numerous state and local governments and their respective agencies, and foreign governments and their agencies. At December 31, 2018 and 2017, approximately \$555.0 million and \$435.0 million, respectively, of our revenue contracts were attributable to government entities. Our U.S. government contracts are subject to the approval of appropriations by the U.S. Congress to fund the agencies contracting for our services. Additionally, our contracts at the state and local levels, as well as foreign government contracts, are subject to various governmental authorizations and funding approvals and mechanisms. In general, most if not all of these contracts may be terminated at any time by the government entity without cause or penalty ("termination for convenience"). In addition, contracts with U.S. federal, state and local, and foreign governments and their respective agencies are subject to increasingly complex bidding procedures and compliance requirements, as well as intense competition. While terminations by governments have not been significant historically, should appropriations for the various governments and agencies that contract with us be curtailed, or should our government contracts be terminated for convenience, we may experience a significant loss of revenues.

*We may not be able to attract and retain qualified personnel which could jeopardize the quality of our products and services and our future growth plans.* Our success is based on attracting and retaining talented employees and we depend heavily upon the quality of our senior management, research analysts, consultants, sales and other key personnel. The market for highly skilled workers and leaders in our industry is extremely competitive. Maintaining our brand and reputation are important to our ability to recruit and retain employees. We face competition for qualified professionals from, among others, technology companies, market research firms, consulting firms, financial services companies and electronic and print media companies, some of which have a

greater ability to attract and compensate these professionals. Additionally, some of the personnel that we attempt to hire are subject to non-compete agreements that could impede our short-term recruitment efforts. We may also be limited in our ability to recruit internationally by restrictive domestic immigration laws, and changes to policies that restrain the flow of technical and professional talent could inhibit our ability to adequately staff our research and development and other efforts. An inability to retain key personnel or to hire and train additional qualified personnel could materially adversely affect the quality of our products and services, as well as our future business and operating results. In addition, effective succession planning is important to our long-term success, and failure to ensure effective transfer of knowledge and smooth transitions involving key employees could hinder our strategic planning and execution.

*We may not be able to maintain the equity in our brand name.* We believe that our “Gartner” brand, in particular our independence, is critical to our efforts to attract and retain clients and top talent, and that the importance of brand recognition will increase as competition increases. We may also discover that our brand, though recognized, is not perceived to be relevant by new market segments we have targeted. We may expand our marketing activities to promote and strengthen the Gartner brand and may need to increase our marketing budget, hire additional marketing and public relations personnel, and expend additional sums to protect our brand and otherwise increase expenditures to create and maintain client brand loyalty. If we fail to effectively promote, maintain, and protect the Gartner brand, or incur excessive expenses in doing so, our future business and operating results could be materially adversely impacted.

*Our international operations expose us to a variety of operational and other risks which could negatively impact our financial condition, results of operations, and cash flows.* We have clients in more than 100 countries and a substantial amount of our revenue is earned outside of the United States. Our operating results are subject to all of the risks typically inherent in international business activities, including general political and economic conditions in each country, challenges in staffing and managing foreign operations, changes in regulatory requirements, compliance with numerous and complex foreign laws and regulations, currency restrictions and fluctuations, the difficulty of enforcing client agreements, collecting accounts receivable and protecting intellectual property rights or against economic espionage in international jurisdictions.

Our business could also be negatively impacted by tariffs, trade barriers and restrictions, and other acts by governments to protect domestic markets or to retaliate against the trade tariffs and restrictions of other nations. In addition, the withdrawal of nations from existing common markets or trading blocs, such as the possible exit of the United Kingdom from the European Union (EU), commonly referred to as Brexit, could be potentially disruptive and could negatively impact our business and our clients. Brexit could lead to legal uncertainty and potentially divergent national laws and regulations in the United Kingdom and EU. We, as well as our clients who have significant operations in the United Kingdom, may incur additional costs and expenses as we adapt to potentially divergent regulatory frameworks from the rest of the EU and as a result, our contractual commitments in the United Kingdom and the rest of the EU may be impacted, which could negatively affect our operations in Europe. This and other Brexit-related issues may require changes to our legal entity structure in the United Kingdom and the EU. Any of these effects of Brexit, among others, could harm our business and financial results.

We rely on local distributors or sales agents in some international locations. If any of these arrangements are terminated by our agent or us, we may not be able to replace the arrangement on beneficial terms or on a timely basis, or clients of the local distributor or sales agent may not want to continue to do business with us or our new agent.

Our business and operations may be conducted in countries where corruption has historically penetrated the economy. It is our policy to comply, and to require our local partners, distributors, agents, and those with whom we do business to comply, with all applicable anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act, and with applicable local laws of the foreign countries in which we operate. There can be no assurance that all of our employees, contractors and agents will comply with the Company’s policies that mandate compliance with these laws. Any failure to comply with these laws, even if inadvertent could be costly and disrupt our business, which could have a material adverse effect on our business, results of operations, financial condition, liquidity and cash flows, as well as on our reputation. For example, during the second half of 2018 we cooperated fully with a South African government commission established to review a wide range of issues related to the country’s revenue service, including the procurement and fulfillment of consulting agreements we entered into with the revenue service through a sales agent from late 2014 through early 2017. With respect to Gartner, the commission recommended that the revenue service explore lawful options to invalidate the agreements, in whole or in part, and attempt to recover certain payments it made to us. In parallel with our cooperation in South Africa, we commenced an internal investigation regarding this matter and voluntarily disclosed to the SEC and Department of Justice (“DOJ”) in November 2018 that the commission was reviewing our procurement of these agreements. We intend to fully cooperate with any SEC or DOJ inquiries into this matter. At this time, we do not believe the ultimate outcome of these matters will have a material effect on our financial results, however, an unexpected adverse resolution of these matters could negatively impact our financial condition, results of operations, and liquidity.

*We are exposed to volatility in foreign currency exchange rates from our international operations.* A significant portion of our revenues are typically derived from sales outside of the United States. Revenues earned outside the U.S. are typically transacted in local currencies, which may fluctuate significantly against the U.S. dollar. While we may use forward exchange contracts to a limited extent to seek to mitigate foreign currency risk, our revenues and results of operations could be adversely affected by unfavorable foreign currency fluctuations. Additionally, our effective tax rate is increased as the U.S. dollar strengthens against foreign currencies, which could impact our operating results.

*Natural disasters, terrorist acts, war, actions by governments, and other geopolitical activities could disrupt our operations.* We operate in numerous U.S. and international locations, and we have offices in a number of major cities across the globe. A major weather event, earthquake, flood, drought, volcanic activity, disease, or other natural disaster could significantly disrupt our operations. In addition, acts of civil unrest, failure of critical infrastructure, terrorism, armed conflict, war, and abrupt political change, as well as responses by various governments and the international community to such acts, can have a negative effect on our business. Such events could cause delays in initiating or completing sales, impede delivery of our products and services to our clients, disrupt or shut down the internet or other critical client-facing and business processes, impede the travel of our personnel and clients, dislocate our critical internal functions and personnel, and in general harm our ability to conduct normal business operations, any of which can negatively impact our financial condition and operating results. Such events could also impact the timing and budget decisions of our clients, which could materially adversely affect our business.

*Privacy concerns could damage our reputation and deter current and potential clients from using our products and services or attending our conferences.* Concerns relating to global data privacy have the potential to damage our reputation and deter current and prospective clients from using our products and services or attending our conferences. In the ordinary course of our business and in accordance with applicable laws, we collect personal information (i) from our employees (ii) from the users of our products and services, including conference attendees; and (iii) from prospective clients. We collect only basic personal information from our clients and prospects. While we believe our overall data privacy procedures are adequate, the theft or loss of such data, or concerns about our practices, even if unfounded, with regard to the collection, use, disclosure, or security of this personal information or other data protection related matters could damage our reputation and materially adversely affect our operating results. Any systems failure or compromise of our security that results in the disclosure of our users' personal data could seriously limit the consumption of our products and services and the attendance at our conferences, as well as harm our reputation and brand and, therefore, our business.

In addition, continuously evolving data protection laws and regulations, such as the European Union General Data Protection Regulation ("GDPR") (effective in May 2018), and the new California Consumer Privacy Act ("CCPA"), which takes effect in January 2020, pose increasingly complex compliance challenges. We have implemented a GDPR compliance program and are working towards CCPA compliance. In the meantime, Gartner will continue to maintain and rely upon our comprehensive global data protection compliance program, which includes administrative, technical, and physical controls to safeguard our associates' and clients' personal data. The interpretation and application of these laws in the United States, the European Union and elsewhere are often uncertain, inconsistent and ever changing. Complying with these various laws could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business.

*Internet and critical internal computer system failures, cyber-attacks, or compromises of our systems or security could damage our reputation and harm our business.* A significant portion of our business is conducted over the internet and we rely heavily on computer systems to conduct our operations. Individuals, groups, and state-sponsored organizations may take steps that pose threats to our operations, our computer systems, our employees, and our customers. They may develop and deploy malicious software to gain access to our networks and attempt to steal confidential information, launch distributed denial of service attacks, or attempt other coordinated disruptions. These threats are constantly evolving and becoming more sophisticated, thereby increasing the difficulty of detecting and successfully defending against them. A cyber-attack, widespread internet failure or internet access limitations, or disruption of our critical information technology systems through denial of service, viruses, or other events could cause delays in initiating or completing sales, impede delivery of our products and services to our clients, disrupt other critical client-facing or business processes, or dislocate our critical internal functions. Such events could significantly harm our ability to conduct normal business operations and negatively impact our financial results.

We take steps to secure our management information systems, including our computer systems, intranet, proprietary websites, email and other telecommunications and data networks, and we carefully scrutinize the security of outsourced website and service providers prior to retaining their services. However, the security measures implemented by us or by our outside service providers may not be effective and our systems (and those of our outside service providers) may be vulnerable to theft, loss, damage and interruption from a number of potential sources and events, including unauthorized access or security breaches, cyber-attacks, computer viruses, power loss, or other disruptive events. Our reputation, brand, financial condition and operating results could be materially adversely affected if, as a result of a significant cyber event or other technology-related catastrophe, our operations are disrupted or shutdown; our confidential, proprietary information is stolen or disclosed; we incur costs or are required to pay fines

in connection with stolen customer, employee, or other confidential information; we are required to dedicate significant resources to system repairs or increase cyber security protection; or we otherwise incur significant litigation, regulatory action and scrutiny or other costs as a result of these occurrences.

*We may experience outages and disruptions of our online services if we fail to maintain an adequate operations infrastructure.* Our increasing user traffic and complexity of our products and services demand more computing power. We have spent and expect to continue to spend substantial amounts to maintain data centers and equipment and to move more of our workload into cloud services, to upgrade our technology and network infrastructure to handle increased traffic on our websites, and to deliver our products and services through emerging channels, such as mobile applications. However, any inefficiencies or operational failures could diminish the quality of our products, services, and user experience, resulting in damage to our reputation and loss of current and potential users, subscribers, and advertisers, potentially harming our financial condition and operating results.

*Our outstanding debt obligations could negatively impact our financial condition and future operating results.* As of December 31, 2018, the Company had outstanding debt of \$1.5 billion under its 2016 term loan and revolving credit facility, as amended (the "2016 Credit Agreement") and \$800.0 million of Senior Notes Due 2025 ("Senior Notes"). Additional information regarding the 2016 Credit Agreement and the Senior Notes is included in Note 5 — Debt in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K.

The debt service requirements of these borrowings could impair our future financial condition and operating results. In addition, the affirmative, negative and financial covenants of the 2016 Credit Agreement, as amended, as well as the covenants related to the Senior Notes, could limit our future financial flexibility. A failure to comply with these covenants could result in acceleration of all amounts outstanding, which could materially impact our financial condition unless accommodations could be negotiated with our lenders and Noteholders. No assurance can be given that we would be successful in doing so, or that any accommodations that we were able to negotiate would be on terms as favorable as those currently. The outstanding debt may limit the amount of cash or additional credit available to us, which could restrain our ability to expand or enhance products and services, respond to competitive pressures or pursue future business opportunities requiring substantial investments of additional capital.

In addition, variable rate borrowings under our 2016 Credit Agreement typically use LIBOR as a benchmark for establishing the rate of interest. LIBOR is the subject of recent national and international regulatory scrutiny which may result in changes that cause LIBOR to disappear entirely after 2021 or to cause it to perform differently than in the past. The consequences of these LIBOR developments on our variable rate borrowings, including the possible transition to other rates such as the Secured Overnight Financing Rate (SOFR), cannot be predicted at this time, but could include an increase in the cost of our variable rate indebtedness and volatility in our earnings.

*We may require additional cash resources which may not be available on favorable terms or at all.* We may require additional cash resources due to changed business conditions, implementation of our strategy and stock repurchase program, to repay indebtedness or to pursue future business opportunities requiring substantial investments of additional capital, including acquisitions. If our existing financial resources are insufficient to satisfy our requirements, we may seek additional borrowings or issue debt. Prevailing credit and debt market conditions may negatively affect debt availability and cost, and, as a result, financing may not be available in amounts or on terms acceptable to us, if at all. In addition, the incurrence of additional indebtedness would result in increased debt service obligations and could require us to agree to operating and financial covenants that would further restrict our operations.

*If we are unable to enforce and protect our intellectual property rights our competitive position may be harmed.* We rely on a combination of copyright, trademark, trade secret, patent, confidentiality, non-compete and other contractual provisions to protect our intellectual property rights. Despite our efforts to protect our intellectual property rights, unauthorized third parties may obtain and use technology or other information that we regard as proprietary. Our intellectual property rights may not survive a legal challenge to their validity or provide significant protection for us. The laws of certain countries, particularly in emerging markets, do not protect our proprietary rights to the same extent as the laws of the United States. Accordingly, we may not be able to protect our intellectual property against unauthorized third-party copying or use, which could adversely affect our competitive position. Additionally, there can be no assurance that another party will not assert that we have infringed its intellectual property rights.

Our employees are subject to restrictive covenant agreements (which include restrictions on employees' ability to compete and solicit customers and employees) and assignment of invention agreements, to the extent permitted under applicable law. When the period expires relating to the particular restriction, former employees may compete against us. If a former employee violates the provisions of his/her restrictive covenant agreement, we seek to enforce the restrictions but there is no assurance that we will be successful in our efforts.

*We have grown, and may continue to grow, through acquisitions and strategic investments, which could involve substantial risks.* We have made and may continue to make acquisitions of, or significant investments in, businesses that offer complementary products and services or otherwise support our growth objectives. The risks involved in each acquisition or investment include the possibility of paying more than the value we derive from the acquisition, dilution of the interests of our current stockholders should we issue stock in the acquisition, decreased working capital, increased indebtedness, the assumption of undisclosed liabilities and unknown and unforeseen risks, the ability to retain key personnel of the acquired company, the inability to integrate the business of the acquired company and increase sales, the time to train the sales force to market and sell the products of the acquired business, the potential disruption of our ongoing business and the distraction of management from our day to day business. The realization of any of these risks could adversely affect our business. Additionally, we face competition in identifying acquisition targets and consummating acquisitions.

*We face risks related to leased office space.* With the 2017 CEB acquisition we assumed a significant amount of additional leased office space, in particular in Arlington, Virginia, which formerly served as CEB's headquarters location. We have largely completed all the office space consolidations necessitated by the CEB acquisition as well as the divestiture of certain former CEB businesses that we completed during 2018. In Arlington we have consolidated all our businesses into a single new building and have substantially sublet the excess space in all of our other properties. Similarly, in Chicago we have also consolidated into a single new office space consolidating four different legacy spaces. Through all the consolidations we have tried to secure quality sub-tenants with appropriate sub-lease terms. However, if subtenants default on their sublease obligation with us or otherwise terminate the subleases with us, we may experience a loss of planned sublease rental income, which could result in a material charge against our operating results.

We are also in the process of adding new leased spaces to support our continued growth. If the new spaces are not completed on schedule, or if the landlord defaults on its commitments and obligations pursuant to the new leases, we may incur additional expenses. In addition, unanticipated difficulties in initiating operations in a new space, including construction delays, IT system interruptions, or other infrastructure support problems, could result in a delay in moving into the new space, resulting in a loss of employee and operational productivity and a loss of revenue and/or additional expenses, which could also have an adverse, material impact on our operating results.

*We face risks related to litigation.* We are, and in the future may be, subject to a variety of legal actions, such as employment, breach of contract, intellectual property-related, and business torts, including claims of unfair trade practices and misappropriation of trade secrets. Given the nature of our business, we are also subject to defamation (including libel and slander), negligence, or other claims relating to the information we publish. Regardless of the merits and despite vigorous efforts to defend any such claim can affect our reputation, and responding to any such claim could be time consuming, result in costly litigation and require us to enter into settlements, royalty and licensing agreements which may not be offered or available on reasonable terms. If a claim is made against us which we cannot defend or resolve on reasonable terms, our business, brand, and financial results could be materially adversely affected.

*We face risks related to taxation .* We are a global company and a substantial amount of our earnings is generated outside of the United States and taxed at rates less than the U.S. statutory federal income tax rate. Our effective tax rate, financial position and results of operations could be adversely affected by earnings being higher than anticipated in jurisdictions with higher statutory tax rates and, conversely, lower than anticipated in jurisdictions that have lower statutory tax rates, by changes in the valuation of our deferred tax assets and/or by changes in tax laws or accounting principles and their interpretation by relevant authorities.

At the present time, the United States and other countries where we do business have either changed or are actively considering changes in their tax, accounting and other related laws. In the United States, tax reform has introduced numerous new complicated tax laws which could unfavorably impact our future effective tax rate. Various provisions of the U.S. Tax Cuts and Jobs Act of 2017 ("the Act") are highly complex and remain unclear in certain respects. Additional guidance in the form of notices and proposed regulations have been issued, and further guidance is expected to be issued. Changes could be made to the proposed regulations, future legislation could be enacted, and more regulations and notices could be issued. We will continue to monitor and will reflect impacts in future financial statements as appropriate. In addition, many state and local tax jurisdictions are still determining how they will interpret the Act. Final state and local governments' legislation or guidance relating to the Act may impact our financial results.

During 2015, the Organization for Economic Cooperation and Development ("OECD") released final reports on various action items associated with its initiative to prevent Base Erosion and Profit Shifting ("BEPS"). Numerous countries have and continue to propose tax law changes intended to address BEPS. The future enactment by various governments of these and other proposals could significantly increase our tax obligations in many countries where we do business. These actual, potential, and other changes, both individually and collectively, could materially increase our effective tax rate and negatively impact our financial position, results of operations, and cash flows.

In addition, our tax filings for various years are subject to examination by domestic and international taxing authorities and, during the ordinary course of business, we are under audit by various tax authorities. Recent and future actions on the part of the OECD and various governments have increased scrutiny of our tax filings. Although we believe that our tax filings and related accruals are reasonable, the final resolution of tax audits may be materially different from what is reflected in our historical tax provisions and accruals and could have a material adverse effect on our effective tax rate, financial position, results of operations, and cash flows, particularly in major taxing jurisdictions including, but not limited to: the United States, Ireland, India, Canada, United Kingdom, Japan, and France.

As of December 31, 2018, we had approximately \$171.0 million of accumulated undistributed earnings in our non-U.S. subsidiaries. Our cash and cash equivalents are held in numerous locations throughout the world. At December 31, 2018, 79% of our cash and cash equivalents was held overseas, with a substantial portion representing accumulated undistributed earnings of our non-U.S. subsidiaries. Under U.S. GAAP, no provision for income taxes that may result from the remittance of accumulated undistributed foreign earnings is required if the Company intends to reinvest such earnings overseas indefinitely. Our current liquidity requirements do not demonstrate a need to repatriate accumulated undistributed foreign earnings to fund our U.S. operations or otherwise satisfy the liquidity needs of our U.S. operations. Accordingly, the Company intends to continue to reinvest substantially all of its accumulated undistributed foreign earnings, except in instances in which the repatriation of those earnings would result in minimal additional tax. As a result, we have not recognized income tax expense on the amounts deemed permanently reinvested. However, under the provisions of the U.S. Tax Cuts and Jobs Act of 2017, we envision that the income tax that would be payable if such earnings were repatriated would be minimal.

*Our corporate compliance program cannot guarantee that we are in compliance with all applicable laws and regulations.* We operate in a number of countries, including emerging markets, and as a result we are required to comply with numerous, and in many cases, changing international and U.S. federal, state and local laws and regulations. As a result, we have a corporate compliance program which includes the creation of appropriate policies defining employee behavior that mandate adherence to laws, employee training, annual affirmations, monitoring and enforcement. However, if any employee fails to comply with, or intentionally disregards, any of these laws, regulations or our policies, a range of liabilities could result for the employee and for the Company, including, but not limited to, significant penalties and fines, sanctions and/or litigation, and the expenses associated with defending and resolving any of the foregoing, any of which could have a negative impact on our reputation and business.

### **Risks related to our common stock**

*Our operating results may fluctuate from period to period and/or the financial guidance we have given may not meet the expectations of investors, which may cause the price of our common stock to decline.* Our quarterly and annual operating results may fluctuate in the future as a result of many factors, including the timing of the execution of research contracts, the extent of completion of consulting engagements, the timing of our conferences, the amount of new business generated, the mix of domestic and international business, currency fluctuations, changes in market demand for our products and services, the timing of the development, introduction and marketing of new products and services, competition in our industry, the impact of our acquisitions, and general economic conditions. An inability to generate sufficient earnings and cash flow, and achieve our forecasts, may impact our operating and other activities. The potential fluctuations in our operating results could cause period-to-period comparisons of operating results not to be meaningful and may provide an unreliable indication of future operating results. Furthermore, our operating results may not meet the expectations of investors or the financial guidance we have previously provided. If this occurs, the price of our common stock could decline.

*Our stock price may be impacted by factors outside of our control and you may not be able to resell shares of our common stock at or above the price you paid.* The price of our common stock is subject to significant fluctuations in response to, among other factors, developments in the industries in which we do business, general economic conditions, general market conditions, geo-political events, changes in the nature and composition of our stockholder base, changes in securities analysts' recommendations regarding our securities and our performance relative to securities analysts' expectations for any quarterly period, as well as other factors outside of our control including any and all factors that move the securities markets generally. These factors may materially adversely affect the market price of our common stock.

*Future sales or issuances of our common stock in the public market could lower our stock price.* Sales of a substantial number of shares of common stock in the public market by our current stockholders, or the threat that substantial sales may occur, could cause the market price of our common stock to decrease significantly or make it difficult for us to raise additional capital by selling stock. The issuance of additional shares of our common stock could also lower the market price of our common stock. Furthermore, we have various equity incentive plans that provide for awards in the form of stock appreciation rights, restricted stock, restricted stock units and other stock-based awards which have the effect of adding shares of common stock into the public market. We have a board-approved share repurchase program and at December 31, 2018, approximately \$871.0 million remained available for share

purchases under this program. No assurance can be given that we will continue these share repurchase activities in the future when the program is completed, or in the event that the price of our common stock reaches levels at which repurchases are not accretive.

*Future sales of our common stock from grants and awards could lower our stock price.* As of December 31, 2018, the aggregate number of shares of our common stock issuable pursuant to outstanding grants and awards under our equity incentive plans was approximately 2.6 million shares (approximately 0.5 million of which have vested). In addition, at the present time, approximately 4.9 million shares may be issued in connection with future awards under our equity incentive plans. Shares of common stock issued under these plans are freely transferable and have been registered under the Securities Act of 1933, as amended (the "Securities Act"), except for any shares held by affiliates (as that term is defined in Rule 144 under the Securities Act) which are subject to certain limitations. We cannot predict the size of future issuances of our common stock or the effect, if any, that future issuances and sales of shares of our common stock will have on the market price of our common stock.

*Interests of certain of our significant stockholders may conflict with yours.* To our knowledge, as of the date hereof, and based upon publicly-available SEC filings, five institutional investors each presently hold over 5% of our common stock. While no stockholder or institutional investor individually holds a majority of our outstanding shares, these significant stockholders may be able, either individually or acting together, to exercise significant influence over matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation, adoption or amendment of equity plans and approval of significant transactions such as mergers, acquisitions, consolidations and sales or purchases of assets. In addition, in the event of a proposed acquisition of the Company by a third party, this concentration of ownership may delay or prevent a change of control in us. Accordingly, the interests of these stockholders may not always coincide with our interests or the interests of other stockholders, or otherwise be in the best interests of us or all stockholders.

*Our anti-takeover protections may discourage or prevent a change of control, even if a change in control would be beneficial to our stockholders.* Provisions of our restated certificate of incorporation and bylaws and Delaware law may make it difficult for any party to acquire control of us in a transaction not approved by our Board of Directors. These provisions include: (i) the ability of our Board of Directors to issue and determine the terms of preferred stock; (ii) advance notice requirements for inclusion of stockholder proposals at stockholder meetings; and (iii) the anti-takeover provisions of Delaware law. These provisions could discourage or prevent a change of control or change in management that might provide stockholders with a premium to the market price of their common stock.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS.**

None.

#### **ITEM 2. PROPERTIES.**

As of December 31, 2018, we leased 83 domestic and 43 international active properties. These offices support our executive and administrative activities, research and consulting, sales, systems support, operations, and other functions. We have a significant presence in Stamford, Connecticut; Ft. Myers, Florida; Arlington, Virginia; Egham, the United Kingdom; Gurgaon, India; and Irving, Texas. The Company does not own any real properties.

Our Stamford corporate headquarters are located in 213,000 square feet of leased office space in three buildings located on the same campus. The Company's lease on the Stamford headquarters facility expires in 2027 and contains three five-year renewal options at fair value. In 2017 we leased an additional 57,000 square feet of space in a fourth building adjacent to our Stamford headquarters facility under a lease designed to be co-terminus with our headquarters, and we also have options for further space in this building.

In Ft. Myers, we lease 257,795 square feet in two buildings located on the same campus and we also have an additional 41,590 square feet of leased space in two separate but nearby buildings that house staff training and other facilities. Our Ft. Myers leases expire in 2030. To accommodate future growth in Ft. Myers, we also signed a lease (20 year lease with a termination option at 15 years) with a new multi-building development just south of our current campus for an additional 250,000 square feet to be delivered in phases. We occupied the first phase of the south campus in 2018 and expect to occupy the rest in 2019. This site also offers us options for further growth as necessary.

In Arlington, we have largely completed our strategy to consolidate multiple heritage CEB and Gartner offices that occupied 439,354 square feet across four different locations into 290,215 square feet of space in a single new building for a 15 year term that expires at the end of 2032.

In Egham, most of our operations are housed in a 107,540 square foot building that opened in September 2017. The Egham lease has a term of 15 years. We also continue to maintain some operations in an adjacent legacy building.

In Gurgaon, we occupy 125,358 square feet across five locations that are a mix of serviced and traditional office space. To accommodate future growth in Gurgaon and consolidate our operations, we signed an agreement to lease approximately 250,000 square feet in a new development to be delivered in 2019. This development, which is close to our current locations, also offers us potential for further growth as necessary.

In Irving, we have begun a phased occupancy in our new Center of Excellence. To support the growth of this site, we signed a lease (15 year lease with termination option at 10 years) for 152,000 square feet that will be occupied in a phased manner from 2018 through 2020.

We expect to continue to invest in our business by adding headcount, and as a result, we may need additional office space in various locations. Should additional space be necessary, we believe that it will be available and at reasonable terms.

### **ITEM 3. LEGAL PROCEEDINGS.**

We are involved in various legal and administrative proceedings and litigation arising in the ordinary course of business. The outcome of these individual matters is not predictable at this time. However, we believe that the ultimate resolution of these matters, after considering amounts already accrued and insurance coverage, will not have a material adverse effect on our financial position, results of operations, or cash flows in future periods.

### **ITEM 4. MINE SAFETY DISCLOSURES.**

Not applicable.

## **PART II**

### **ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.**

Our common stock is listed on the New York Stock Exchange under the symbol "IT". As of January 31, 2019, there were 1,189 holders of record of our common stock. Our 2019 Annual Meeting of Stockholders will be held on May 30, 2019 at the Company's corporate headquarters in Stamford, Connecticut. We did not submit any matter to a vote of our stockholders during the fourth quarter of 2018.

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The equity compensation plan information set forth in Part III, Item 12 of this Form 10-K is hereby incorporated by reference into this Part II, Item 5.

### **SHARE REPURCHASES**

The Company has a \$1.2 billion board authorization adopted in May 2015 to repurchase the Company's common stock. The Company may repurchase its common stock from time-to-time in amounts, at prices and in the manner that the Company deems appropriate, subject to the availability of stock, prevailing market conditions, the trading price of the stock, the Company's financial performance and other conditions. Repurchases may be made through open market purchases (which may include repurchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended), accelerated share repurchases, private transactions or other transactions and will be funded from cash on hand and borrowings under our 2016 Credit Agreement. Repurchases may also be made from time-to-time in connection with the settlement of the Company's share-based compensation awards.

The following table summarizes the repurchases of our outstanding common stock during the three months ended December 31, 2018 pursuant to our \$1.2 billion share repurchase authorization and the settlement of share-based compensation awards:

<b>Period</b>	<b>Total Number of Shares Purchased (#)</b>	<b>Average Price Paid Per Share (\$)</b>	<b>Total Number of Shares Purchased Under Announced Program (#)</b>	<b>Maximum Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs (in billions)</b>
October	424,708	\$ 145.46	424,400	\$ 1.0
November	80,944	143.50	71,011	1.0
December	733,365	133.68	733,044	\$ 0.9
Total for the quarter	<u>1,239,017</u>	<u>\$ 138.36</u>	<u>1,228,455</u>	

**ITEM 6. SELECTED FINANCIAL DATA**

The fiscal years presented below are for the respective twelve-month period from January 1 through December 31. Data for all years was derived or compiled from our audited consolidated financial statements included herein or from submissions of our Form 10-K in prior years. The selected consolidated financial data should be read in conjunction with our consolidated financial statements and related notes contained in this Annual Report on Form 10-K.

(In thousands, except per share data)	2018	2017	2016	2015	2014
<b>STATEMENT OF OPERATIONS DATA:</b>					
Revenues:					
Research	\$ 3,105,764	\$ 2,471,280	\$ 1,857,001	\$ 1,614,904	\$ 1,479,976
Conferences	410,461	337,903	268,605	251,835	227,707
Consulting	353,667	327,661	318,934	296,317	313,758
Other	105,562	174,650	—	—	—
Total revenues	\$ 3,975,454	\$ 3,311,494	\$ 2,444,540	\$ 2,163,056	\$ 2,021,441
Operating income (loss)	\$ 259,715	\$ (6,329)	\$ 305,141	\$ 287,997	\$ 286,162
Net income	\$ 122,456	\$ 3,279	\$ 193,582	\$ 175,635	\$ 183,766
<b>PER SHARE DATA:</b>					
Basic income per share	\$ 1.35	\$ 0.04	\$ 2.34	\$ 2.09	\$ 2.06
Diluted income per share	\$ 1.33	\$ 0.04	\$ 2.31	\$ 2.06	\$ 2.03
<b>Weighted average shares outstanding:</b>					
Basic	90,827	88,466	82,571	83,852	89,337
Diluted	92,122	89,790	83,820	85,056	90,719
<b>OTHER DATA:</b>					
Cash and cash equivalents	\$ 156,368	538,908	\$ 474,233	\$ 372,976	\$ 365,302
Total assets	6,201,474	7,283,173	2,367,335	2,168,517	1,904,351
Long-term debt	2,146,514	2,943,341	672,500	790,000	385,000
Stockholders' equity (deficit)	850,757	983,465	60,878	(132,400)	161,171
Cash provided by operating activities	\$ 471,158	254,517	\$ 365,632	\$ 345,561	\$ 346,779

The following items impact the presentation and comparability of our consolidated data:

- In 2017 the Company acquired CEB Inc. The operating results of CEB have been included in the Company's operating results since the acquisition date. The Company also made acquisitions in the other periods presented in the table. Note 2 — Acquisitions and Divestitures in the Notes to Consolidated Financial Statements provides additional information.
- In 2018 the Company divested all three of the non-core businesses that comprised its Other segment. Note 2 — Acquisitions and Divestitures in the Notes provides additional information.
- In 2018 and 2017 we had \$107.2 million and \$158.5 million, respectively, of acquisition and integration charges related to our acquisitions. Note 2 — Acquisitions and Divestitures in the Notes provides additional information.
- In 2017 we recorded a \$59.6 million tax benefit related to the U.S. Tax Cuts and Jobs Act of 2017, which increased our diluted earnings per share by \$0.66 per share. Note 10 — Income Taxes in the Notes provides additional information.
- In 2017 the Company borrowed approximately \$2.8 billion. In 2018, the Company reduced its outstanding debt by \$1.0 billion. Note 5 — Debt in the Notes provides additional information.
- In 2017 the Company issued 7.4 million shares of its common stock in connection with the CEB acquisition. Note 7 — Stockholders' Equity in the Notes provides additional information.

- We repurchased 2.1 million, 0.4 million, 0.6 million, 6.2 million and 5.9 million shares of our common stock in 2018, 2017, 2016, 2015 and 2014, respectively. We used \$260.8 million, \$41.3 million, \$59.0 million, \$509.0 million and \$432.0 million in cash for share repurchases in 2018, 2017, 2016, 2015 and 2014, respectively. Note 7 — Stockholders' Equity in the Notes provides additional information.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The purpose of the following Management's Discussion and Analysis ("MD&A") is to facilitate an understanding of significant factors influencing the operating results, financial condition and cash flows of Gartner, Inc. Additionally, the MD&A conveys our expectations of the potential impact of known trends, events or uncertainties that may impact future results. You should read this discussion in conjunction with our consolidated financial statements and related notes included in this Annual Report on Form 10-K. Historical results and percentage relationships are not necessarily indicative of operating results for future periods. References to "Gartner," the "Company," "we," "our" and "us" in this MD&A are to Gartner, Inc. and its consolidated subsidiaries.

### *Business Divestitures*

During 2018, the Company divested all three of the non-core businesses that comprised its Other segment, each of which were acquired as part of the acquisition of CEB Inc. in April 2017. As a result of these divestitures and the movement of a small residual product in the Other segment into the Research business, the Company is no longer recording any additional operating activity in the Other segment effective September 1, 2018. Additional information regarding the divestitures is included in Note 2 –Acquisitions and Divestitures in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K.

## FORWARD-LOOKING STATEMENTS

In addition to historical information, this Annual Report on Form 10-K contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are any statements other than statements of historical fact, including statements regarding our expectations, beliefs, hopes, intentions, projections, or strategies regarding the future. In some cases, forward-looking statements can be identified by the use of words such as "may," "will," "expect," "should," "could," "believe," "plan," "anticipate," "estimate," "predict," "potential," "continue" or other words of similar meaning.

We operate in a very competitive and rapidly changing environment that involves numerous risks and uncertainties, some of which are beyond our control. Additionally, our quarterly and annual revenues, operating income, and cash flows fluctuate as a result of many factors, including: the timing of our Symposium/ITxpo series that normally occurs during the fourth quarter, as well as our other conferences and meetings; the amount of new business generated, including from acquisitions; the mix of domestic and international business; domestic and international economic conditions; changes in market demand for our products and services; changes in foreign currency rates; the timing of the development, introduction and marketing of new products and services; competition in the industry; the payment of performance compensation; and other factors. The potential fluctuations in our operating income could cause period-to-period comparisons of operating results not to be meaningful and could provide an unreliable indication of future operating results. A description of the risk factors associated with our business is included under "Risk Factors" in Item 1A. of this Annual Report on Form 10-K, which is incorporated herein by reference.

Forward-looking statements are subject to risks, estimates and uncertainties that could cause actual results to differ materially from those discussed in, or implied by, the forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in "Risk Factors" in Item 1A. of this Annual Report on Form 10-K. Readers should not place undue reliance on these forward-looking statements, which reflect management's opinion only as of the date on which they were made. Except as required by law, we disclaim any obligation to review or update these forward-looking statements to reflect events or circumstances as they occur.

## BUSINESS OVERVIEW

Gartner, Inc. (NYSE: IT) is the world's leading research and advisory company and a member of the S&P 500. We equip business leaders with indispensable insights, advice and tools to achieve their goals and build the successful organizations of tomorrow. We believe we have an unmatched combination of expert-led, practitioner-sourced and data-driven research that steers clients toward the right decisions on the issues that matter most. We're a trusted advisor and an objective resource for more than 15,000 organizations in more than 100 countries — across all major functions, in every industry and enterprise size. Gartner is headquartered in Stamford, Connecticut, and as of December 31, 2018, we had more than 15,000 associates.

Gartner currently delivers its products and services globally through three business segments:

- **Research** provides trusted, objective insights and advice on the mission-critical priorities of leaders across all functional areas of the enterprise through research and other reports, briefings, proprietary tools, access to our analysts and advisors, peer networking services and membership programs that enable our clients to make better decisions. Gartner's traditional strengths

in IT, marketing and supply chain research were enhanced in 2017 with Gartner's acquisition of CEB Inc., which added CEB's best practice and talent management research insights across a range of business functions, to include human resources, finance, sales and legal.

- **Conferences** (formerly called Events) provides business professionals across the organization the opportunity to learn, share and network. From our flagship CIO conference Gartner IT Symposium, to industry-leading conferences focused on specific business roles and topics, to member-driven sessions, our offerings enable attendees to experience the best of Gartner insight and advice live.
- **Consulting** provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality.

## BUSINESS MEASUREMENTS

We believe that the following business measurements are important performance indicators for our business segments:

BUSINESS SEGMENT	BUSINESS MEASUREMENTS
Research	<p><b>Total contract value</b> represents the value attributable to all of our subscription-related contracts. It is calculated as the annualized value of all contracts in effect at a specific point in time, without regard to the duration of the contract. Total contract value primarily includes Research deliverables for which revenue is recognized on a ratable basis, as well as other deliverables (primarily Conferences tickets) for which revenue is recognized when the deliverable is utilized. Our total contract value consists of <b>Global Technology Sales</b> contract value, which includes sales to users and providers of technology, and <b>Global Business Sales</b> contract value, which includes sales to all other functional leaders.</p> <p><b>Client retention rate</b> represents a measure of client satisfaction and renewed business relationships at a specific point in time. Client retention is calculated on a percentage basis by dividing our current clients, who were also clients a year ago, by all clients from a year ago. Client retention is calculated at an enterprise level, which represents a single company or customer.</p> <p><b>Wallet retention rate</b> represents a measure of the amount of contract value we have retained with clients over a twelve-month period. Wallet retention is calculated on a percentage basis by dividing the contract value of clients, who were clients one year ago, by the total contract value from a year ago, excluding the impact of foreign currency exchange. When wallet retention exceeds client retention, it is an indication of retention of higher-spending clients, or increased spending by retained clients, or both. Wallet retention is calculated at an enterprise level, which represents a single company or customer.</p>
Conferences	<p><b>Number of destination conferences</b> represents the total number of hosted destination conferences completed during the period. Single day, local meetings are excluded.</p> <p><b>Number of destination conferences attendees</b> represents the total number of people who attend destination conferences. Single day, local meetings are excluded.</p>
Consulting	<p><b>Consulting backlog</b> represents future revenue to be derived from in-process consulting and measurement engagements.</p> <p><b>Utilization rate</b> represents a measure of productivity of our consultants. Utilization rates are calculated for billable headcount on a percentage basis by dividing total hours billed by total hours available to bill.</p> <p><b>Billing rate</b> represents earned billable revenue divided by total billable hours.</p> <p><b>Average annualized revenue per billable headcount</b> represents a measure of the revenue generating ability of an average billable consultant and is calculated periodically by multiplying the average billing rate per hour times the utilization percentage times the billable hours available for one year.</p>

## EXECUTIVE SUMMARY OF OPERATIONS AND FINANCIAL POSITION

We have executed a consistent growth strategy since 2005 to drive revenue and earnings growth. The fundamentals of our strategy include a focus on creating extraordinary research insight, delivering innovative and highly differentiated product offerings, building a strong sales capability, providing world class client service with a focus on client engagement and retention, and continuously improving our operational effectiveness.

We continue to focus on maximizing shareholder value. During 2018, we repurchased 2.1 million shares of our outstanding common stock, reduced the Company's outstanding debt by \$1.0 billion, and divested all three of the non-core businesses that comprised the Company's Other segment, each of which were acquired as part of the acquisition of CEB Inc. ("CEB") in 2017.

We had total revenues of \$4.0 billion in 2018, an increase of 20% compared to 2017 on a reported basis and 19% excluding the foreign currency impact. Net income increased to \$122.5 million in 2018 from \$3.3 million in 2017 and, as a result, diluted earnings per share was \$1.33 in 2018 compared to \$0.04 in 2017.

Research revenues increased to \$3.1 billion during 2018, or 26% compared to 2017 on a reported basis and 25% excluding the foreign currency impact. The Research gross contribution margin improved by two points in 2018, to 69%. Total contract value was \$3.2 billion at December 31, 2018, an increase of 11% compared to December 31, 2017 on a foreign currency neutral basis.

Conferences revenues increased to \$410.5 million in 2018, or 21% compared to 2017 on a reported basis and 22% excluding the foreign currency impact. The Conferences gross contribution margin was 50% and 48% in 2018 and 2017, respectively. We held 70 and 69 destination conferences in 2018 and 2017, respectively.

Consulting revenues increased to \$353.7 million in 2018, or 8% compared to 2017 on a reported basis and 7% excluding the foreign currency impact. The Consulting gross contribution margin was 29% for both 2018 and 2017. Backlog was \$110.7 million at December 31, 2018.

Cash provided by operating activities was \$471.2 million and \$254.5 million during 2018 and 2017, respectively. As of December 31, 2018, we had \$156.4 million of cash and cash equivalents and \$1.0 billion of available borrowing capacity on our revolving credit facility.

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of our consolidated financial statements requires the application of appropriate accounting policies and the use of estimates. Our significant accounting policies are described in Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K. Management considers the policies discussed below to be critical to an understanding of our financial statements because their application requires complex and subjective management judgments and estimates. Specific risks for these critical accounting policies are also described below.

The preparation of our consolidated financial statements requires us to make estimates and assumptions about future events. We develop our estimates using both current and historical experience, as well as other factors, including the general economic environment and actions we may take in the future. We adjust such estimates when facts and circumstances dictate. However, our estimates may involve significant uncertainties and judgments and cannot be determined with precision. In addition, these estimates are based on our best judgment at a point in time and, as such, they may ultimately differ materially from actual results. Ongoing changes in our estimates could be material and would be reflected in the Company's consolidated financial statements in future periods.

Our critical accounting policies pertaining to the years presented in the consolidated financial statements included in this Annual Report on Form 10-K are described below.

**Revenue recognition** — On January 1, 2018, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update No. 2014-09, "Revenue from Contracts with Customers" ("ASU No. 2014-09"). ASU No. 2014-09 and related amendments required changes in revenue recognition policies as well as enhanced disclosures. Among other things, ASU No. 2014-09 requires a five-step evaluative process that consists of:

- (1) Identifying the contract with the customer;
- (2) Identifying the performance obligations in the contract;
- (3) Determining the transaction price for the contract;

- (4) Allocating the transaction price to the performance obligations in the contract; and  
(5) Recognizing revenue when (or as) performance obligations are satisfied.

The Company adopted ASU No. 2014-09 on January 1, 2018 using the modified retrospective method of adoption. Under this method of adoption, the cumulative effect of applying the new standard is recorded at the date of initial application, with no restatement of the comparative prior periods presented. The adoption of ASU No. 2014-09 did not have a material impact on the Company's consolidated financial statements. However, the adoption of the new standard required reclassifications of certain amounts presented in the Company's consolidated balance sheet. Prior to January 1, 2018, the Company recognized revenue in accordance with then-existing generally accepted accounting principles in the United States of America and SEC Staff Accounting Bulletin No. 104, "Revenue Recognition" ("prior GAAP"). Under both ASU No. 2014-09 and prior GAAP, revenue can only be recognized when all of the required criteria are met. Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements provides additional information regarding our adoption of ASU No. 2014-09 and its impact on the Company's consolidated financial statements and related disclosures.

Our revenue by significant source is accounted for as follows:

- Research revenues are mainly derived from subscription contracts for research products. The related revenues are deferred and recognized ratably over the applicable contract term. Fees derived from assisting organizations in selecting the right business software for their needs are recognized when the leads are provided to vendors.
- Conferences revenues are deferred and recognized upon the completion of the related conference or meeting.
- Consulting revenues are principally generated from fixed fee and time and material engagements. Revenues from fixed fee contracts are recognized as we work to satisfy our performance obligations. Revenues from time and materials engagements are recognized as work is delivered and/or services are provided. Revenues related to contract optimization contracts are contingent in nature and are only recognized upon satisfaction of all conditions related to their payment.

The majority of Research contracts are billable upon signing, absent special terms granted on a limited basis from time to time. Research contracts are generally non-cancelable and non-refundable, except for government contracts that may have cancellation or fiscal funding clauses. It is our policy to record the amount of a subscription contract that is billable as a fee receivable at the time the contract is signed with a corresponding amount as deferred revenue because the contract represents a legally enforceable claim.

**Uncollectible fees receivable** — At December 31, 2017, the Company maintained an allowance for losses that was comprised of a bad debt allowance and a revenue reserve. In connection with the adoption of ASU No. 2014-09 on January 1, 2018, management concluded that the revenue reserve was a refund liability rather than a contra-receivable due to the nature of the account activity. As a result, the Company reclassified the revenue reserve of \$6.2 million on January 1, 2018 from the allowance for losses to Accounts payable and accrued liabilities and will consistently present the revenue reserve in this manner in all future consolidated balance sheets. Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements provides additional information regarding our adoption of ASU No. 2014-09 and its impact on the Company's allowance for losses. Increases and decreases in the allowance for losses are charged to earnings, either to expense (i.e., the bad debt allowance) or revenues (i.e., the revenue reserve).

The determination of the bad debt allowance is based on historical loss experience, an assessment of current economic conditions, the aging of outstanding receivables, the financial health of specific clients and probable losses. This evaluation is inherently judgmental and requires estimates. The Company's bad debt allowance is periodically re-evaluated and adjusted as more information about the ultimate collectability of fees receivable becomes available. Circumstances that could cause our bad debt allowance to increase include changes in our clients' liquidity and credit quality, other factors negatively impacting our clients' ability to pay their obligations as they come due, and the effectiveness of our collection efforts.

The following table presents our total fees receivable and the related allowance for losses (in thousands):

	December 31,	
	2018	2017
Total fees receivable (1)	\$ 1,262,818	\$ 1,189,543
Allowance for losses (2)	(7,700)	(12,700)
Fees receivable, net	<u>\$ 1,255,118</u>	<u>\$ 1,176,843</u>

- (1) Total fees receivable at December 31, 2017 included \$26.7 million of contract assets. As a result of the Company's adoption of ASU No. 2014-09 on January 1, 2018, contract assets are now included in Prepaid expenses and other current assets on the Company's consolidated balance sheet at December 31, 2018.
- (2) The allowance for losses at December 31, 2017 included \$6.2 million that was attributable to the Company's revenue reserve. As a result of the Company's adoption of ASU No. 2014-09 on January 1, 2018, the revenue reserve balance is now included in Accounts payable and accrued liabilities on the Company's consolidated balance sheet at December 31, 2018.

**Goodwill and other intangible assets** — When we acquire a business, we determine the fair value of the assets acquired and liabilities assumed on the date of acquisition, which may include a significant amount of intangible assets such as customer relationships, software and content, as well as resulting goodwill. When determining the fair values of the acquired intangible assets, we consider, among other factors, analyses of historical financial performance and an estimate of the future performance of the acquired business. The fair values of the acquired intangible assets are primarily calculated using an income approach that relies on discounted cash flows. This method starts with a forecast of the expected future net cash flows for the asset and then adjusts the forecast to present value by applying an appropriate discount rate that reflects the risk factors associated with the cash flow streams. We consider this approach to be the most appropriate valuation technique because the inherent value of an acquired intangible asset is its ability to generate future income. In a typical acquisition, we engage a third-party valuation expert to assist us with the fair value analyses for acquired intangible assets.

Determining the fair values of acquired intangible assets requires us to exercise significant judgment. We select reasonable estimates and assumptions based on evaluating a number of factors, including, but not limited to, marketplace participants, consumer awareness and brand history. Additionally, there are significant judgments inherent in discounted cash flows such as estimating the amount and timing of projected future cash flows, the selection of appropriate discount rates, hypothetical royalty rates and contributory asset capital charges. Specifically, the selected discount rates are intended to reflect the risk inherent in the projected future cash flows generated by the underlying acquired intangible assets.

Determining an acquired intangible asset's useful life also requires significant judgment and is based on evaluating a number of factors, including, but not limited to, the expected use of the asset, historical client retention rates, consumer awareness and trade name history, as well as any contractual provisions that could limit or extend an asset's useful life.

The Company evaluates recorded goodwill in accordance with FASB Accounting Standards Codification ("ASC") Topic 350, which requires goodwill to be assessed for impairment at least annually and whenever events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable. In addition, an impairment evaluation of our amortizable intangible assets may also be performed if events or circumstances indicate potential impairment. Among the factors that could trigger an impairment review are current operating results that do not align with our annual plan or historical performance; changes in our strategic plan or the use of our assets; restructuring charges or other changes in our business segments; competitive pressures and changes in the general economy or in the markets in which we operate; and a significant decline in our stock price and our market capitalization relative to our net book value.

FASB ASC Topic 350 requires an annual assessment of the recoverability of recorded goodwill, which can be either quantitative or qualitative in nature, or a combination of the two approaches. Both methods utilize estimates which, in turn, require judgments and assumptions regarding future trends and events. As a result, both the precision and reliability of the resulting estimates are subject to uncertainty. If our goodwill impairment evaluation determines that the fair value of a reporting unit is less than its related carrying amount, we may recognize an impairment charge. Among the factors that we consider in a qualitative assessment are general economic conditions and the competitive environment; actual and projected reporting unit financial performance; forward-looking business measurements; and external market assessments. A quantitative analysis requires management to consider each of the factors relevant to a qualitative assessment, as well as the utilization of detailed financial projections, to include the rate of revenue growth, profitability and cash flows, as well as assumptions regarding discount rates, the Company's weighted average cost of capital and other data, in order to determine a fair value for our reporting units.

We conducted a quantitative assessment of the fair value of all of the Company's reporting units during the quarter ended September 30, 2018. Our assessment determined that the fair values of the Company's reporting units continue to exceed their respective carrying values and, as a result, no goodwill impairment was indicated. Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements provides additional information regarding goodwill and amortizable intangible assets.

**Accounting for income taxes** — The Company uses the asset and liability method of accounting for income taxes. We estimate our income taxes in each of the jurisdictions where we operate. This process involves estimating our current tax expense or benefit together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. When assessing the

realizability of deferred tax assets, we consider if it is more likely than not that some or all of the deferred tax assets will not be realized. In making this assessment, we consider the availability of loss carryforwards, projected reversals of deferred tax liabilities, projected future taxable income, and ongoing prudent and feasible tax planning strategies. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained based on the technical merits of the position.

**Accounting for stock-based compensation** — The Company accounts for stock-based compensation awards in accordance with FASB ASC Topics 505 and 718 and SEC Staff Accounting Bulletins No. 107 and No. 110. The Company recognizes stock-based compensation expense, which is based on the fair value of the award on the date of grant, over the related service period. Note 8 — Stock-Based Compensation in the Notes to Consolidated Financial Statements provides additional information regarding stock-based compensation. Determining the appropriate fair value model and calculating the fair value of stock-based compensation awards requires the use of certain subjective assumptions, including the expected life of a stock-based compensation award and the Company's common stock price volatility. In addition, determining the appropriate periodic stock-based compensation expense requires management to estimate the likelihood of the achievement of certain performance targets. The assumptions used in calculating the fair values of stock-based compensation awards and the related periodic expense represent management's best estimates, which involve inherent uncertainties and the application of judgment. As a result, if circumstances change and the Company deems it necessary in the future to modify the assumptions it made or to use different assumptions, or if the quantity and nature of the Company's stock-based compensation awards changes, then the amount of expense may need to be adjusted and future stock-based compensation expense could be materially different from what has been recorded in the current period.

**Restructuring and other accruals** — We may record accruals for severance costs, costs associated with excess facilities that we have leased, contract terminations, asset impairments and other costs as a result of ongoing actions we undertake to streamline our organization, reposition certain businesses and reduce costs. Estimates of costs to be incurred to complete these actions, such as future lease payments, sublease income, the fair value of assets, and severance and related benefits, are based on assumptions at the time the actions are initiated. These accruals may need to be adjusted to the extent that actual costs differ from such estimates. In addition, these actions may be revised due to changes in business conditions that we did not foresee at the time such plans were approved. We also record accruals during the year for our various employee cash incentive programs. Amounts accrued at the end of each reporting period are based on our estimates and may require adjustment as the ultimate amount paid for these incentives are sometimes not known with certainty until the end of our fiscal year.

**Accounting for leases** — The Company adopted FASB Accounting Standards Update No. 2016-02, "Leases," as amended ("ASU No. 2016-02"), on January 1, 2019. Prior thereto, the Company recognized lease expense in accordance with FASB ASC Topic 840, *Leases*. Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements provides additional information regarding our leases and the adoption of the new leasing standard.

## RESULTS OF OPERATIONS

### Consolidated Results

#### 2018 VERSUS 2017

The table below presents an analysis of selected line items and year-over-year changes in our Consolidated Statements of Operations for the years indicated (in thousands). The operating results of CEB are included beginning on April 5, 2017, the date of the acquisition.

	Year Ended December 31, 2018	Year Ended December 31, 2017	Effect on Net Income - Increase (Decrease)	Increase (Decrease) %
Total revenues	\$ 3,975,454	\$ 3,311,494	\$ 663,960	20 %
Costs and expenses:				
Cost of services and product development	1,468,800	1,320,198	(148,602)	(11)
Selling, general and administrative	1,884,141	1,599,004	(285,137)	(18)
Depreciation	68,592	63,897	(4,695)	(7)
Amortization of intangibles	187,009	176,274	(10,735)	(6)
Acquisition and integration charges	107,197	158,450	51,253	32
Operating income (loss)	259,715	(6,329)	266,044	>100
Interest expense, net	(124,208)	(124,936)	728	1
Gain from divested operations	45,447	—	45,447	>100
Other income, net	167	3,448	(3,281)	(95)
Provision (benefit) for income taxes	58,665	(131,096)	(189,761)	>(100)
Net income	\$ 122,456	\$ 3,279	\$ 119,177	>100%

TOTAL REVENUES for the year ended December 31, 2018 increased \$664.0 million, to \$4.0 billion, an increase of 20% compared to the year ended December 31, 2017 on a reported basis and 19% excluding the foreign currency impact. A portion of the total revenue increase for 2018 compared to 2017 was due to the CEB acquisition.

The table below presents total revenues by geographic region for the years indicated (in thousands):

Geographic Region	Year Ended December 31, 2018	Year Ended December 31, 2017	Increase (Decrease) \$	Increase (Decrease) %
United States and Canada	\$ 2,514,952	\$ 2,092,366	\$ 422,586	20%
Europe, Middle East and Africa	1,000,490	855,421	145,069	17
Other International	460,012	363,707	96,305	26
Totals	\$ 3,975,454	\$ 3,311,494	\$ 663,960	20%

The table below presents our revenues by segment for the years indicated (in thousands):

Segment	Year Ended December 31, 2018	Year Ended December 31, 2017	Increase (Decrease) \$	Increase (Decrease) %
Research	\$ 3,105,764	\$ 2,471,280	\$ 634,484	26 %
Conferences	410,461	337,903	72,558	21
Consulting	353,667	327,661	26,006	8
Other (1)	105,562	174,650	(69,088)	(40)
Totals	\$ 3,975,454	\$ 3,311,494	\$ 663,960	20 %

(1) During 2018, the Company divested all three of the non-core businesses that comprised its Other segment.

Refer to the section of this MD&A below entitled “Segment Results” for a discussion of revenues and results by segment.

COST OF SERVICES AND PRODUCT DEVELOPMENT was \$1.5 billion in 2018, an increase of \$148.6 million compared to 2017, or 11% on both a reported basis and excluding the foreign currency impact. This increase was primarily due to higher payroll and related benefits costs resulting from increased headcount, as well as incremental payroll and related benefits costs resulting from the CEB acquisition. Cost of services and product development as a percent of revenues was 37% and 40% for 2018 and 2017, respectively, with the improvement in 2018 primarily due to the negative impact on revenue from the deferred revenue fair value accounting adjustment, which was substantially less in 2018 compared to 2017.

SELLING, GENERAL AND ADMINISTRATIVE (“SG&A”) expense was \$1.9 billion in 2018, an increase of \$285.1 million compared to 2017, or 18% on a reported basis and 17% excluding the foreign currency impact. This increase was primarily due to: (i) higher commissions from increased sales bookings; (ii) incremental costs from the CEB acquisition; (iii) higher facilities and corporate costs; and (iv) more payroll and related benefits costs, which were driven mostly by increased headcount. These items were partially offset by a reduction in SG&A expense resulting from certain businesses that were divested during 2018. The overall headcount growth includes increases in quota bearing sales associates at Global Technology Sales and Global Business Sales to 3,104 and 790, respectively, at December 31, 2018. On a combined basis, the total number of quota-bearing sales associates increased by 16% when compared to December 31, 2017. SG&A expense as a percent of revenues was 47% and 48% for 2018 and 2017, respectively.

DEPRECIATION increased \$4.7 million during 2018 when compared to 2017. Such increase was due to property, equipment and leasehold improvements acquired with CEB and additional Gartner investments.

AMORTIZATION OF INTANGIBLES increased \$10.7 million during 2018 when compared to 2017. Such increase was due to additional amortization recorded in connection with our 2017 acquisitions.

ACQUISITION AND INTEGRATION CHARGES declined in 2018 compared to 2017 as the Company had two acquisitions in 2017 and none in 2018. Acquisition and integration charges consist of additional costs and expenses resulting from our acquisitions and include, among other items, professional fees, severance, stock-based compensation charges and accruals for exit costs for certain office space in Arlington, Virginia related to our acquisition of CEB that the Company does not intend to occupy. During 2018, exit costs represented the single largest component of our acquisition and integration charges.

OPERATING INCOME (LOSS) was operating income of \$259.7 million in 2018 compared to an operating loss of \$6.3 million in 2017. The improvement in profitability in 2018 reflects several factors, including (i) higher Research and Conferences segment contributions, and (ii) reduced acquisition and integration charges. These items were partially offset by higher cost of services and product development, SG&A expense and amortization of intangibles.

INTEREST EXPENSE, NET declined slightly in 2018 compared to 2017. The weighted-average debt outstanding in 2018 was approximately \$2.5 billion compared to \$2.8 billion in 2017. Offsetting the favorable impact of the lower weighted-average debt outstanding in 2018 was a higher weighted-average annual effective interest rate during 2018 when compared to 2017.

GAIN FROM DIVESTED OPERATIONS was \$45.4 million in 2018 and was attributable to sales of certain business units and other miscellaneous assets. Additional information is included in Note 2 — Acquisitions and Divestitures in the Notes to Consolidated Financial Statements while additional information regarding our segments is included in Note 14 — Segment Information.

OTHER INCOME, NET for 2018 and 2017 primarily reflects the net impact of foreign currency gains and losses from our hedging activities, as well as sales of certain state tax credits and the recognition of other tax incentives.

PROVISION (BENEFIT) FOR INCOME TAXES in 2018 was an expense of \$58.7 million on pretax income of \$181.1 million compared to a benefit of \$131.1 million on a pretax loss of \$127.8 million in 2017. The effective income tax rate was 32.4% in 2018 compared to 102.6% in 2017. Both periods included favorable adjustments for the impact of the U.S. Tax Cuts and Jobs Act of 2017. The adjustment in 2017 was more significant than 2018 and had a larger favorable impact on the 2017 effective tax rate. The 2017 tax rate was also favorably impacted by the recognition of unrealized capital losses from a divested business. See Note 10 - Income Taxes in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K for further information related to the Company’s effective tax rates.

NET INCOME was \$122.5 million and \$3.3 million during 2018 and 2017, respectively. Additionally, our diluted income per share increased by \$1.29 in 2018 when compared to 2017. These changes reflect an improvement in our 2018 operating profitability

and the gain from divested operations, partially offset by an increase in our income tax expense. Our 2017 income taxes included the favorable impacts from the U.S. Tax Cuts and Jobs Act of 2017.

#### 2017 VERSUS 2016

The table below presents an analysis of selected line items and year-over-year changes in our Consolidated Statements of Operations for the years indicated (in thousands). The operating results of CEB are included beginning on April 5, 2017, the date of the acquisition.

	Year Ended December 31, 2017	Year Ended December 31, 2016	Effect on Net Income - Increase (Decrease)	Increase (Decrease) %
Total revenues	\$ 3,311,494	\$ 2,444,540	\$ 866,954	35 %
Costs and expenses:				
Cost of services and product development	1,320,198	945,648	(374,550)	(40)
Selling, general and administrative	1,599,004	1,089,184	(509,820)	(47)
Depreciation	63,897	37,172	(26,725)	(72)
Amortization of intangibles	176,274	24,797	(151,477)	>(100)
Acquisition and integration charges	158,450	42,598	(115,852)	>(100)
Operating (loss) income	(6,329)	305,141	(311,470)	>(100)
Interest expense, net	(124,936)	(25,116)	(99,820)	>(100)
Other income, net	3,448	8,406	(4,958)	(59)
(Benefit) provision for income taxes	(131,096)	94,849	225,945	>100
Net income	\$ 3,279	\$ 193,582	\$ (190,303)	(98)%

TOTAL REVENUES for the year ended December 31, 2017 increased \$867.0 million, to \$3.3 billion, an increase of 35% compared to the year ended December 31, 2016 on both a reported basis and excluding the foreign currency impact. CEB contributed approximately \$522.9 million of the revenue increase.

The table below presents total revenues by geographic region for the years indicated (in thousands):

Geographic Region	Year Ended December 31, 2017	Year Ended December 31, 2016	Increase (Decrease) \$	Increase (Decrease) %
United States and Canada	\$ 2,092,366	\$ 1,519,748	\$ 572,618	38%
Europe, Middle East and Africa	855,421	616,721	238,700	39
Other International	363,707	308,071	55,636	18
Totals	\$ 3,311,494	\$ 2,444,540	\$ 866,954	35%

The table below presents our revenues by segment for the years indicated (in thousands):

Segment	Year Ended December 31, 2017	Year Ended December 31, 2016	Increase (Decrease) \$	Increase (Decrease) %
Research	\$ 2,471,280	\$ 1,857,001	\$ 614,279	33%
Conferences	337,903	268,605	69,298	26
Consulting	327,661	318,934	8,727	3
Other	174,650	—	174,650	100
Totals	\$ 3,311,494	\$ 2,444,540	\$ 866,954	35%

Refer to the section of this MD&A below entitled “Segment Results” for a discussion of revenues and results by segment.

COST OF SERVICES AND PRODUCT DEVELOPMENT was \$1.3 billion in 2017, an increase of \$374.6 million compared to 2016, or 40% on both a reported basis and excluding the foreign currency impact. Approximately \$238.0 million of the increase was attributable to CEB. The additional increase of \$136.6 million in cost of services and product development was primarily due to higher payroll and related benefits costs resulting from increased headcount, which increased 20% exclusive of incremental CEB personnel. Cost of services and product development as a percentage of revenues was 40% and 39% for 2017 and 2016, respectively.

SELLING, GENERAL AND ADMINISTRATIVE (“SG&A”) expense was \$1.6 billion in 2017, an increase of \$509.8 million compared to 2016, or 47% on both a reported basis and excluding the foreign currency impact. Approximately \$283.8 million of the increase was attributable to CEB. In addition to these incremental CEB-related costs, all other SG&A costs increased \$226.0 million in 2017, primarily due to \$107.4 million in higher payroll and related benefits costs, reflecting a 17% overall headcount increase; \$33.8 million in higher commissions due to increased sales bookings; and \$84.8 million in higher corporate costs and foreign exchange impact. Such overall headcount growth includes a 15% increase in non-CEB quota-bearing sales associates. SG&A expense as a percent of revenues was 48% and 45% for 2017 and 2016, respectively.

DEPRECIATION increased \$26.7 million during 2017 when compared to 2016, due to property, equipment and leasehold improvements acquired with CEB and additional Gartner investments.

AMORTIZATION OF INTANGIBLES increased \$151.5 million during 2017 when compared to 2016 due to additional amortization from the intangibles recorded in connection with our 2017 acquisitions.

ACQUISITION AND INTEGRATION CHARGES increased \$115.9 million during 2017 when compared to 2016. Acquisition and integration charges reflect additional costs and expenses resulting from our acquisitions and include, among other items, professional fees, severance, stock-based compensation charges and accruals for exit costs in 2017 for certain office space in Arlington, Virginia related to our acquisition of CEB that the Company does not intend to occupy. Our acquisition and integration charges increased in 2017 because of the Company's acquisitions during that year.

OPERATING (LOSS) INCOME was an operating loss of \$6.3 million during 2017 compared to operating income of \$305.1 million in 2016. The decline reflects several factors. We had a lower segment contribution margin in our Research business resulting from a CEB deferred revenue fair value adjustment. We also had higher SG&A and acquisition-related costs, including depreciation, amortization of intangibles, and acquisition and integration charges.

INTEREST EXPENSE, NET increased \$99.8 million during 2017 when compared to 2016. The increase was primarily due to higher borrowings during 2017.

OTHER INCOME, NET was \$3.4 million during 2017, primarily reflecting the net impact of foreign currency gains and losses from our hedging activities, as well as the sale of certain state tax credits and the recognition of other tax incentives. Other income, net was \$8.4 million in 2016, which included a gain of \$2.5 million from the extinguishment of a portion of an economic development loan from the State of Connecticut, the sale of certain state tax credits and the recognition of other tax incentives, and the net impact of gains and losses from our foreign currency hedging activities.

(BENEFIT) PROVISION FOR INCOME TAXES in 2017 was a benefit of \$131.1 million on a pretax loss of \$127.8 million compared to an expense of \$94.8 million on pretax income of \$288.4 million in 2016. The effective income tax rate was 102.6% in 2017 compared to 32.9% in 2016. The change in the effective income tax rate was primarily attributable to the favorable impact of U.S. tax reform, the recognition in 2017 of unrealized capital losses on the then-pending divestiture of the CEB Talent Assessment business, and increases in tax benefits associated with equity compensation.

NET INCOME was \$3.3 million and \$193.6 million during 2017 and 2016, respectively. The year-over-year change primarily reflects declines in our operating profitability and higher interest expense, partially offset by income tax benefits in 2017, including the impact of the Tax Cuts and Jobs Act of 2017. As a result of substantially lower net income and a 7% increase in the number of weighted average shares outstanding, diluted earnings per share declined to \$0.04 in 2017 from \$2.31 in 2016.

## SEGMENT RESULTS

We evaluate reportable segment performance and allocate resources based on gross contribution margin. Gross contribution is defined as operating income (loss), excluding certain Cost of services and product development charges, SG&A expenses, Depreciation, Acquisition and integration charges, and Amortization of intangibles. Gross contribution margin is defined as gross contribution as a percent of revenues.

### Business Divestitures

During 2018, the Company divested all three of the non-core businesses that comprised its Other segment, each of which were acquired as part of the acquisition of CEB Inc. in April 2017. As a result of these divestitures and the movement of a small residual product in the Other segment into the Research business, the Company is no longer recording any additional operating activity in the Other segment effective September 1, 2018. Additional information regarding the divestitures is included in Note 2 –Acquisitions and Divestitures in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K.

The Company's current reportable segments are as follows:

- **Research** provides trusted, objective insights and advice on the mission-critical priorities of leaders across all functional areas of the enterprise through research and other reports, briefings, proprietary tools, access to our analysts and advisors, peer networking services and membership programs that enable our clients to make better decisions. Gartner's traditional strengths in IT, marketing and supply chain research were enhanced in 2017 with Gartner's acquisition of CEB Inc., which added CEB's best practice and talent management research insights across a range of business functions, to include human resources, finance, sales and legal.
- **Conferences** (formerly called Events) provides business professionals across the organization the opportunity to learn, share and network. From our flagship CIO conference Gartner IT Symposium, to industry-leading conferences focused on specific business roles and topics, to member-driven sessions, our offerings enable attendees to experience the best of Gartner insight and advice live.
- **Consulting** provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality.

The sections below present the results of the Company's three currently reportable business segments and its Other segment:

### Research

	As Of And For The Year Ended December 31, 2018	As Of And For The Year Ended December 31, 2017	Increase (Decrease)	Percentage Increase (Decrease)	As Of And For The Year Ended December 31, 2017	As Of And For The Year Ended December 31, 2016	Increase (Decrease)	Percentage Increase (Decrease)
<b>Financial Measurements:</b>								
Revenues (1)	\$3,105,764	\$2,471,280	\$ 634,484	26%	\$2,471,280	\$1,857,001	\$ 614,279	33%
Gross contribution (1)	\$2,144,097	\$1,653,014	\$ 491,083	30%	\$1,653,014	\$1,285,611	\$ 367,403	29%
Gross contribution margin	69%	67%	2 points	—	67%	69%	(2) points	—
<b>Business Measurements:</b>								
Global Technology Sales (2):								
Contract value (1), (3)	\$2,556,000	\$2,238,000	\$ 318,000	14%	\$2,238,000	\$1,975,000	\$ 263,000	13%
Client retention	83%	83%	—	—	83%	82%	1 point	—
Wallet retention	105%	105%	—	—	105%	103%	2 points	—
Global Business Sales (2):								
Contract value (1), (3)	\$607,000	\$601,000	\$ 6,000	1%	\$601,000	\$568,000	33,000	6%
Client retention	82%	81%	1 point	—	81%	76%	5 points	—
Wallet retention	95%	100%	(5) points	—	100%	95%	5 points	—

(1) Dollars in thousands.

- (2) Global Technology Sales ("GTS") includes sales to users and providers of technology. Global Business Sales ("GBS") includes sales to all other functional leaders.
- (3) Contract values are on a foreign exchange neutral basis and exclude certain amounts related to divested businesses. Additional information regarding our divestitures is included in Note 2 – Acquisitions and Divestitures in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K. The contract values at December 31, 2016 include pre-acquisition CEB amounts that were calculated using Gartner's methodology as well as 2018 foreign exchange rates.

#### 2018 VERSUS 2017

Research revenues increased by \$634.5 million during 2018 compared to 2017, or 26% on a reported basis and 25% excluding the foreign currency impact. Higher revenues in 2018 were primarily driven by (i) a double-digit increase in subscription revenues in 2018, a portion of which was due to the impact of the CEB acquisition, as 2018 included a full year of revenue compared to nine months in 2017; and (ii) the negative impact on revenue in 2017 from the deferred revenue fair value accounting adjustment resulting from the CEB acquisition, which had a significantly lesser impact in 2018. The gross contribution margin improved by two points in 2018, primarily due to (i) a negative impact on margin in 2017 from the deferred revenue fair value accounting adjustment, which had a significantly lesser impact in 2018; and (ii) improvement in margins for our premium services in 2018.

Total contract value increased to \$3.2 billion at December 31, 2018, or 11%. Total contract value at December 31, 2018 increased by double-digits across almost all of the Company's client sizes as well as about three-quarters of its industry segments when compared to December 31, 2017. GTS and GBS contract values increased 14% and 1%, respectively, at December 31, 2018 when compared to December 31, 2017. The 14% increase in GTS contract value during 2018 reflects additional sales headcount and productivity improvements. The slower 1% growth in GBS contract value during 2018 reflects the Company's strategic decision to discontinue new sales of the largest legacy enterprise products in favor of new seat-based GxL products (i.e., products for business leaders across an enterprise).

GTS client retention was 83% as of both December 31, 2018 and 2017, while wallet retention was 105% at both dates. GBS client retention was 82% and 81% as of December 31, 2018 and 2017, respectively, while wallet retention was 95% and 100%, respectively. The number of GTS client enterprises increased by 6% at December 31, 2018 when compared to December 31, 2017, while the corresponding number of GBS client enterprises decreased by 4% year-over-year.

#### 2017 VERSUS 2016

Research revenues increased by \$614.3 million during 2017 compared to 2016, or 33% on both a reported basis and excluding the foreign currency impact. On a reported basis, CEB contributed \$309.6 million of the 2017 increase. The additional increase of \$304.7 million in Research revenues represented a 16% increase in our non-CEB Research revenues on both a reported basis and excluding the foreign currency impact, with approximately one point of the increase due to L2, Inc., which we acquired in the first quarter of 2017. The gross contribution margin declined by two points during 2017, primarily due to the impact of the deferred revenue fair value accounting adjustment resulting from the CEB acquisition.

Excluding the foreign currency impact, GTS and GBS contract values increased 13% and 6%, respectively, at December 31, 2017 when compared to December 31, 2016. Total contract value increased to \$2.8 billion at December 31, 2017, or 12%. Total contract value at December 31, 2017 increased by double-digits across all of the Company's sales regions and client sizes and virtually every industry segment compared to December 31, 2016.

GTS client retention was 83% and 82% as of December 31, 2017 and 2016, respectively, while wallet retention was 105% and 103%, respectively. GBS client retention was 81% and 76% as of December 31, 2017 and 2016, respectively, while wallet retention was 100% and 95%, respectively. The number of GTS client enterprises increased by 7% at December 31, 2017 when compared to December 31, 2016, while the corresponding number of GBS client enterprises was flat year-over-year.

## Conferences

The Conferences segment was previously called Events.

	As Of And For The Year Ended December 31, 2018	As Of And For The Year Ended December 31, 2017	Increase (Decrease)	Percentage Increase (Decrease)	As Of And For The Year Ended December 31, 2017	As Of And For The Year Ended December 31, 2016	Increase (Decrease)	Percentage Increase (Decrease)
<b>Financial Measurements:</b>								
Revenues (1)	\$410,461	\$337,903	\$ 72,558	21%	\$337,903	\$268,605	\$ 69,298	26%
Gross contribution (1)	\$207,260	\$163,480	\$ 43,780	27%	\$163,480	\$136,655	\$ 26,825	20%
Gross contribution margin	50%	48%	2 points	—	48%	51%	(3) points	—
<b>Business Measurements:</b>								
Number of destination conferences (2)	70	69	1	1%	69	66	3	5%
Number of destination conferences attendees (2)	78,136	67,401	10,735	16%	67,401	54,602	12,799	23%

(1) Dollars in thousands.

(2) Single day, local meetings are excluded.

### 2018 VERSUS 2017

Conferences revenues increased by \$72.6 million during 2018 compared to 2017, or 21% on a reported basis and 22% excluding the foreign currency impact. A portion of the revenue increase for 2018 was due to the CEB acquisition, as 2018 included a full year of revenue compared to nine months in 2017. Revenues from both attendees and exhibitors at our destination conferences, as well as revenues from our single day local meetings, increased by double-digits during 2018. We held 70 destination conferences in 2018 with a 16% increase in the number of attendees and an 8% increase in exhibitors when compared to 2017, while the average revenue per attendee and exhibitor increased by 5% and 7%, respectively. The gross contribution margin improved by two points in 2018 compared to 2017 due to greater profitability at our ongoing conferences, which was primarily driven by increased attendee and exhibitor participation and improvements in our average revenue per attendee and exhibitor, as well as our continuing efforts to efficiently manage our conference-related expenses.

### 2017 VERSUS 2016

Conferences revenues increased by \$69.3 million during 2017 compared to 2016, or 26% on a reported basis and 25% excluding the foreign currency impact. On a reported basis, CEB contributed \$38.6 million of the 2017 increase, including four destination conferences with 3,578 attendees. The additional increase of \$30.7 million in our segment revenues represented an 11% increase in our non-CEB Conferences revenues on a reported basis and 10% excluding the foreign currency impact, with such revenues for both attendees and exhibitors increasing by double-digits. Overall, we held 69 destination conferences in 2017 with a 23% increase in the number of attendees and a 6% increase in exhibitors when compared to 2016, while the average revenue per exhibitor increased by 3% and the average revenue per attendee declined by 4%. The gross contribution margin declined by three points in 2017 compared to 2016, primarily due to additional investment in headcount and higher program expenses and, to a lesser extent, a dilutive effect from the CEB destination conferences.

	As Of And For The Year Ended December 31, 2018	As Of And For The Year Ended December 31, 2017	Increase (Decrease)	Percentage Increase (Decrease)	As Of And For The Year Ended December 31, 2017	As Of And For The Year Ended December 31, 2016	Increase (Decrease)	Percentage Increase (Decrease)
<b>Financial Measurements:</b>								
Revenues (1)	\$353,667	\$327,661	\$ 26,006	8%	\$327,661	\$318,934	\$ 8,727	3 %
Gross contribution (1)	\$102,541	\$93,643	\$ 8,898	10%	\$93,643	\$89,734	\$ 3,909	4 %
Gross contribution margin	29%	29%	—	—	29%	28%	1 point	—
<b>Business Measurements:</b>								
Backlog (1)	\$110,700	\$95,200	\$ 15,500	16%	\$95,200	\$88,600	\$ 6,600	7 %
Billable headcount	718	669	49	7%	669	628	41	7 %
Consultant utilization	63%	64%	(1) point	—	64%	66%	(2) points	—
Average annualized revenue per billable headcount (1)	\$ 375	\$ 366	\$ 9	2%	\$ 366	\$ 383	\$ (17)	(4)%

(1) Dollars in thousands.

#### 2018 VERSUS 2017

Consulting revenues increased 8% during 2018 compared to 2017 on a reported basis and 7% excluding the foreign currency impact, with revenue improvements in labor-based core consulting and contract optimization of 9% and 2%, respectively, on a reported basis. The gross contribution margin was 29% for both 2018 and 2017.

Backlog increased by \$15.5 million, or 16%, from December 31, 2017 to December 31, 2018. The \$110.7 million of backlog at December 31, 2018 represented approximately four months of backlog, which is in line with the Company's operational target.

#### 2017 VERSUS 2016

Consulting revenues increased 3% during 2017 compared to 2016 on both a reported basis and excluding the foreign currency impact, with revenue improvements in both labor-based core consulting and contract optimization. The gross contribution margin was 29% and 28% for 2017 and 2016, respectively. The margin improvement in 2017 was primarily due to additional contract optimization revenue, which has a higher contribution margin than our labor-based core consulting, partially offset by lower consultant utilization and our investment in additional managing partners.

Backlog increased by \$6.6 million, or 7%, from December 31, 2016 to December 31, 2017. The \$95.2 million of backlog at December 31, 2017 represented approximately four months of backlog, which is in line with the Company's operational target.

Other

	<b>As Of And For The Year Ended December 31, 2018</b>	<b>As Of And For The Year Ended December 31, 2017</b>	<b>Increase (Decrease)</b>	<b>Percentage Increase (Decrease)</b>
<b>Financial Measurements:</b>				
Revenues (1)	\$105,562	\$174,650	\$ (69,088)	(40)%
Gross contribution (1)	\$65,075	\$90,249	\$ (25,174)	(28)%
Gross contribution margin	62%	52%	10 points	—

(1) Dollars in thousands.

During 2018, the Company divested all three of the non-core businesses that comprised its Other segment, each of which were acquired as part of the acquisition of CEB Inc. in April 2017. Both revenue and gross contribution declined in 2018 compared to 2017 due to the divestitures.

As a result of the divestitures and the movement of a small residual product in the Other segment into the Research business, the Company is no longer recording any additional operating activity in the Other segment effective September 1, 2018. Additional information regarding the divestitures is included in Note 2 –Acquisitions and Divestitures in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K.

## LIQUIDITY AND CAPITAL RESOURCES

We finance our operations through cash generated from our operating activities and borrowings. Note 5 — Debt in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K provides additional information regarding the Company's outstanding debt obligations. At December 31, 2018, we had \$156.4 million of cash and cash equivalents and \$1.0 billion of available borrowing capacity on the revolving credit facility under our 2016 Credit Agreement. We believe that the Company has adequate liquidity to meet its currently anticipated needs.

We have historically generated significant cash flows from our operating activities. Our operating cash flow has been continuously maintained by the leverage characteristics of our subscription-based business model in our Research segment, which is our largest business segment and historically has constituted the majority of our total revenues. The majority of our Research customer contracts are paid in advance and, combined with a strong customer retention rate and high incremental margins, has resulted in continuously strong operating cash flow. Cash flow generation has also benefited from our ongoing efforts to improve the operating efficiencies of our businesses as well as a focus on the optimal management of our working capital as we increase sales.

Our cash and cash equivalents are held in numerous locations throughout the world with 79% held overseas at December 31, 2018. The Company intends to reinvest substantially all of its accumulated undistributed foreign earnings, except in instances where repatriation would result in minimal additional tax. As a result of the U.S. Tax Cuts and Jobs Act of 2017, we believe that the income tax impact if such earnings were repatriated would be minimal.

The following table summarizes the changes in the Company's cash balances for the years indicated (in thousands):

	2018 vs. 2017			2017 vs. 2016		
	Year Ended December 31, 2018	Year Ended December 31, 2017	Increase (Decrease)	Year Ended December 31, 2017	Year Ended December 31, 2016	Increase (Decrease)
Cash provided by operating activities	\$ 471,158	\$ 254,517	\$ 216,641	\$ 254,517	\$ 365,632	\$ (111,115)
Cash provided by (used in) investing activities	384,051	(2,752,545)	3,136,596	(2,752,545)	(98,059)	(2,654,486)
Cash (used in) provided by financing activities	(1,257,115)	2,539,830	(3,796,945)	2,539,830	(174,686)	2,714,516
Net (decrease) increase in cash and cash equivalents	(401,906)	41,802	(443,708)	41,802	92,887	(51,085)
Effects of exchange rate changes	(6,489)	25,902	(32,391)	25,902	(5,640)	31,542
Beginning cash and cash equivalents	567,058	499,354	67,704	499,354	412,107	87,247
Ending cash and cash equivalents (1)	\$ 158,663	\$ 567,058	\$ (408,395)	\$ 567,058	\$ 499,354	\$ 67,704

(1) The December 31, 2018 ending cash balance of \$158.7 million consisted of \$156.4 million of cash and cash equivalents and \$2.3 million of restricted cash.

### 2018 VERSUS 2017

#### *Operating*

Cash provided by operating activities was \$471.2 million in 2018 compared to \$254.5 million in 2017, an increase of \$216.6 million. The year-over-year increase was driven by net income of \$122.5 million in 2018 compared to net income of \$3.3 million in 2017, as well as substantially higher receivable collections during 2018. Partially offsetting these increases in 2018 were higher cash amounts paid for bonuses, taxes, and interest on our borrowings, as well as decreases in our other working capital accounts.

#### *Investing*

Cash provided by investing activities was \$384.1 million in 2018, with \$510.9 million in net cash realized from business divestiture and acquisition activities, which was partially offset by approximately \$126.8 million of capital expenditures. In 2017, cash used in investing activities was \$2.8 billion, primarily due to business acquisitions.

### *Financing*

Cash used in financing activities was approximately \$1.3 billion in 2018 compared to cash provided of \$2.5 billion in 2017. During 2018, the Company used \$1.0 billion in cash to reduce its outstanding debt and used \$260.8 million in cash for share repurchases. During 2017, the Company borrowed approximately \$3.0 billion and paid: \$404.4 million in debt principal repayments; \$51.2 million for deferred financing fees on debt; and \$41.3 million for share repurchases.

### 2017 VERSUS 2016

#### *Operating*

Cash provided by operating activities was \$254.5 million in 2017 compared to \$365.6 million in 2016. The decline was due to: a decline in net income, which was \$3.3 million in 2017 compared to \$193.6 million in 2016; unfavorable changes in working capital in 2017 compared to 2016; and substantially higher cash payments for bonuses, commissions, interest on our borrowings, and acquisition and integration costs in 2017 compared to 2016.

#### *Investing*

Cash used in investing activities was \$2.8 billion in 2017 compared to \$98.1 million of cash used in 2016. Cash used in 2017 was substantially higher primarily due to business acquisitions. We also made additional investments in capital expenditures in 2017, with \$110.8 million invested in 2017 compared to \$49.9 million in 2016.

#### *Financing*

Cash provided by financing activities was \$2.5 billion in 2017 compared to cash used of \$174.7 million in 2016. During 2017, the Company borrowed a total of approximately \$3.0 billion and paid: \$404.4 million in debt principal repayments; \$51.2 million for deferred financing fees on debt; and \$41.3 million for share repurchases. During 2016, the Company used \$59.0 million in cash for share repurchases and \$125.0 million for debt repayments.

## OBLIGATIONS AND COMMITMENTS

### Debt

As of December 31, 2018, the Company had \$2.3 billion in principal amount of debt outstanding. Note 5 — Debt in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K provides additional information regarding the Company's debt obligations.

### Off-Balance Sheet Arrangements

Through December 31, 2018, we have not entered into any material off-balance sheet arrangements or transactions with unconsolidated entities or other persons.

### Contractual Cash Commitments

The Company has certain commitments that contractually require future cash payments. The table below summarizes the Company's contractual cash commitments as of December 31, 2018 (in thousands):

<b>Commitment Description:</b>	<b>Due In Less Than 1 Year</b>	<b>Due In 2-3 Years</b>	<b>Due In 4-5 Years</b>	<b>Due In More Than 5 Years</b>	<b>Total</b>
Debt – principal and interest (1)	\$ 200,431	\$ 372,973	\$ 1,327,960	\$ 884,030	\$ 2,785,394
Operating leases (2)	130,991	240,747	217,231	689,359	1,278,328
Deferred compensation arrangements (3)	10,857	11,852	7,549	42,450	72,708
U.S. Tax Cuts and Job Act - transition tax (4)	785	1,569	1,569	5,885	9,808
Other (5)	38,753	35,133	16,474	24,654	115,014
Totals	<u>\$ 381,817</u>	<u>\$ 662,274</u>	<u>\$ 1,570,783</u>	<u>\$ 1,646,378</u>	<u>\$ 4,261,252</u>

- (1) Principal repayments of the Company's debt obligations are classified in the above table based on the contractual repayment dates. Interest payments due were based on the effective interest rates as of December 31, 2018. Note 5 — Debt in the Notes to Consolidated Financial Statements provides information regarding the Company's debt obligations.
- (2) The Company leases various facilities, furniture, computer equipment, automobiles and equipment under non-cancelable operating lease agreements expiring between 2019 and 2032. The total commitment excludes approximately \$372.0 million of estimated income from the subleasing of certain facilities. See Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements for additional information on the Company's leases.
- (3) The Company has supplemental deferred compensation arrangements with certain of its employees. Amounts payable with known payment dates have been classified in the above table based on those scheduled payment dates. Amounts payable whose payment dates are unknown have been included in the Due In More Than 5 Years category since the Company cannot determine when the amounts will be paid. See Note 13 — Employee Benefits in the Notes to Consolidated Financial Statements for additional information regarding the Company's supplemental deferred compensation arrangements.
- (4) The amount due represents the Company's cash payable for the transition tax liability under the U.S. Tax Cut and Jobs Act of 2017 which is reduced by certain unrelated credits and attributes. The Company currently expects to pay the transition tax over approximately eight years.
- (5) Other includes (i) contractual commitments for software, building maintenance, telecom and other services; (ii) amounts due for share repurchase transactions that occurred in late December 2018 but were settled in cash in January 2019; and (iii) projected cash contributions to the Company's defined benefit pension plans. See Note 13 — Employee Benefits in the Notes to Consolidated Financial Statements for additional information regarding the Company's defined benefit pension plans.

In addition to the contractual cash commitments included in the above table, the Company has other payables and liabilities that may be legally enforceable but are not considered contractual commitments. Information regarding the Company's payables and liabilities is included in Note 4 — Accounts Payable, Accrued, and Other Liabilities in the Notes to Consolidated Financial Statements.

## QUARTERLY FINANCIAL DATA

The following tables present our quarterly operating results for the two-year period ended December 31, 2018:

### 2018

(In thousands, except per share data)

	First	Second	Third	Fourth
Revenues	\$ 963,565	\$ 1,001,336	\$ 921,674	\$ 1,088,878
Operating (loss) income	(8,711)	86,096	52,724	129,606
Net (loss) income	(19,587)	46,270	11,753	84,020
Net (loss) income per share (1):				
Basic	\$ (0.22)	\$ 0.51	\$ 0.13	\$ 0.93
Diluted	\$ (0.22)	\$ 0.50	\$ 0.13	\$ 0.92

### 2017

(In thousands, except per share data)

	First	Second	Third	Fourth
Revenues	\$ 625,169	\$ 843,731	\$ 828,085	\$ 1,014,509
Operating income (loss)	53,514	(98,388)	(24,349)	62,894
Net income (loss) (2)	36,433	(92,281)	(48,180)	107,307
Net income (loss) per share (1), (2):				
Basic	\$ 0.44	\$ (1.03)	\$ (0.53)	\$ 1.18
Diluted	\$ 0.43	\$ (1.03)	\$ (0.53)	\$ 1.16

- (1) The aggregate of the four quarters' basic and diluted earnings per common share may not equal the reported full calendar year amounts due to the effects of share repurchases, dilutive equity compensation and rounding.
- (2) In December 2017, the Company recorded a \$59.6 million tax benefit related to the U.S. Tax Cuts and Jobs Act of 2017. The tax benefit increased our net income and our basic and diluted income per share for the fourth quarter of 2017 by approximately \$0.66 per share and \$0.65 per share, respectively. See Note 10 — Income Taxes in the Notes to Consolidated Financial Statements for additional information regarding the impact of the U.S. Tax Cuts and Jobs Act of 2017.

## RECENTLY ISSUED ACCOUNTING STANDARDS

The FASB has issued accounting standards that have not yet become effective and that may impact the Company's consolidated financial statements and related disclosures in future periods. Note 1 — Business and Significant Accounting Policies in the Notes to Consolidated Financial Statements herein provides information regarding those accounting standards.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

### INTEREST RATE RISK

At December 31, 2018, the Company had \$2.3 billion in outstanding debt. Approximately \$1.5 billion of the Company's total debt outstanding as of December 31, 2018 was based on a floating base rate of interest, which potentially exposes the Company to increases in interest rates. However, we partially reduce our overall exposure to changes in interest rates through our interest rate swap contracts, which effectively converts the floating base interest rate on a portion of these variable rate borrowings to fixed rates. Thus we are exposed to base interest rate risk on floating rate borrowings only in excess of any amounts that are not hedged. At December 31, 2018, we had unhedged interest rate risk on approximately \$110.0 million of borrowings. As an indication of our potential exposure to changes in interest rates, a hypothetical 25 basis point increase or decrease in interest rates could change our annual pre-tax interest expense by approximately \$0.3 million.

## **FOREIGN CURRENCY RISK**

For both the years ended December 31, 2018 and 2017, a significant portion of our revenues were derived from sales outside of the United States. Among the major foreign currencies in which we conduct business are the Euro, the British Pound, the Japanese Yen, the Australian dollar, and the Canadian dollar. The reporting currency of our consolidated financial statements is the U.S. dollar. As the values of the foreign currencies in which we operate fluctuate over time relative to the U.S. dollar, the Company is exposed to both foreign currency translation and transaction risk.

Translation risk arises as our foreign currency assets and liabilities are translated into U.S. dollars since the functional currencies of our foreign operations are generally denominated in the local currency. Adjustments resulting from the translation of these assets and liabilities are deferred and recorded as a component of stockholders' equity (deficit). A measure of the potential impact of foreign currency translation can be determined through a sensitivity analysis of our cash and cash equivalents. At December 31, 2018, we had \$156.4 million of cash and cash equivalents, with a substantial portion denominated in foreign currencies. If the exchange rates of the foreign currencies we hold all changed in comparison to the U.S. dollar by 10%, the amount of cash and cash equivalents we would have reported on December 31, 2018 would have increased or decreased by approximately \$12.0 million. The translation of our foreign currency revenues and expenses historically has not had a material impact on our consolidated earnings since movements in and among the major currencies in which we operate tend to impact our revenues and expenses fairly equally. However, our earnings could be impacted during periods of significant exchange rate volatility, or when some or all of the major currencies in which we operate move in the same direction against the U.S. dollar.

Transaction risk arises when we enter into a transaction that is denominated in a currency that may differ from the local functional currency. As these transactions are translated into the local functional currency, a gain or loss may result, which is recorded in current period earnings. We typically enter into foreign currency forward exchange contracts to mitigate the effects of some of this foreign currency transaction risk. Our outstanding currency contracts as of December 31, 2018 had an immaterial net unrealized loss.

## **CREDIT RISK**

Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of short-term, highly liquid investments classified as cash equivalents, accounts receivable, interest rate swap contracts and foreign exchange contracts. The majority of the Company's cash and cash equivalents, interest rate swap contracts, and its foreign exchange contracts are with large investment grade commercial banks. Accounts receivable balances deemed to be collectible from customers have limited concentration of credit risk due to our diverse customer base and geographic dispersion.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.**

Our consolidated financial statements for 2018, 2017 and 2016, together with the reports of KPMG LLP, our independent registered public accounting firm, are included herein in this Annual Report on Form 10-K.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

### **DISCLOSURE CONTROLS AND PROCEDURES**

Management conducted an evaluation, as of December 31, 2018, of the effectiveness of the design and operation of our disclosure controls and procedures, (as such term is defined in Rules 13a- 15(e) and 15d- 15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) under the supervision and with the participation of our chief executive officer and chief financial officer. Based upon that evaluation, our chief executive officer and chief financial officer have concluded that our disclosure controls and procedures are effective in alerting them in a timely manner to material Company information required to be disclosed by us in reports filed or submitted under the Exchange Act.

### **MANAGEMENT’S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

Gartner management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Gartner’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and that the degree of compliance with the policies or procedures may deteriorate. Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth in the *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management’s assessment was reviewed with the Audit Committee of the Board of Directors.

Based on its assessment of internal control over financial reporting, management has concluded that, as of December 31, 2018, Gartner’s internal control over financial reporting was effective. The effectiveness of management’s internal control over financial reporting as of December 31, 2018 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included in this Annual Report on Form 10-K in Part IV, Item 15.

### **CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING**

There were no changes in our internal controls over financial reporting during the quarter ended December 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

## **ITEM 9B. OTHER INFORMATION**

Not applicable.

### **PART III**

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.**

The information required to be furnished pursuant to this item will be set forth under the captions "The Board of Directors," "Proposal One: Election of Directors," "Executive Officers," "Corporate Governance," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Miscellaneous — Available Information" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2019. If the Proxy Statement is not filed with the SEC by April 30, 2019, such information will be included in an amendment to this Annual Report filed by April 30, 2019. See also Item 1. Business — Available Information.

#### **ITEM 11. EXECUTIVE COMPENSATION.**

The information required to be furnished pursuant to this item is incorporated by reference from the information set forth under the captions "Compensation Discussion & Analysis," "Compensation Tables and Narrative Disclosures," "The Board of Directors - Compensation of Directors," "The Board of Directors - Director Compensation Table," "Corporate Governance - Risk Oversight - Risk Assessment of Compensation Policies and Practices," and "Corporate Governance - Compensation Committee" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2019. If the Proxy Statement is not filed with the SEC by April 30, 2019, such information will be included in an amendment to this Annual Report filed by April 30, 2019.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.**

The information required to be furnished pursuant to this item will be set forth under the captions "Compensation Tables and Narrative Disclosures — Equity Compensation Plan Information" and "Security Ownership of Certain Beneficial Owners and Management" in the Company's Proxy Statement to be filed with the SEC by April 30, 2019. If the Proxy Statement is not filed with the SEC by April 30, 2019, such information will be included in an amendment to this Annual Report filed by April 30, 2019.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE.**

The information required to be furnished pursuant to this item will be set forth under the captions "Transactions With Related Persons" and "Corporate Governance — Director Independence" in the Company's Proxy Statement to be filed with the SEC by April 30, 2019. If the Proxy Statement is not filed with the SEC by April 30, 2019, such information will be included in an amendment to this Annual Report filed by April 30, 2019.

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.**

The information required to be furnished pursuant to this item will be set forth under the caption "Proposal Three: Ratification of Appointment of Independent Registered Public Accounting Firm" and "Proposal Three: Ratification of Appointment of Independent Registered Public Accounting Firm — Principal Accountant Fees and Services" in the Company's Proxy Statement to be filed with the SEC no later than April 30, 2019. If the Proxy Statement is not filed with the SEC by April 30, 2019, such information will be included in an amendment to this Annual Report filed by April 30, 2019.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

#### (a) 1. and 2. Consolidated Financial Statements and Schedules

The reports of our independent registered public accounting firm and consolidated financial statements listed in the Index to Consolidated Financial Statements herein are filed as part of this report.

All financial statement schedules not listed in the Index have been omitted because the information required is not applicable or is shown in the consolidated financial statements or notes thereto.

#### 3. Exhibits

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION OF DOCUMENT</u>
<a href="#">2.1(1)</a>	Agreement and Plan of Merger by and among the Company, Cobra Acquisition Corp. and CEB Inc., dated as of January 5, 2017.
<a href="#">3.1(2)</a>	Restated Certificate of Incorporation of the Company.
<a href="#">3.2(3)</a>	Bylaws as amended through February 2, 2012.
<a href="#">4.1(2)</a>	Form of Certificate for Common Stock as of June 2, 2005.
<a href="#">4.2(4)</a>	Credit Agreement, dated as of June 17, 2016, among the Company, the several lenders from time to time parties thereto, and JPMorgan Chase Bank, N.A. as administrative agent.
<a href="#">4.3(4)</a>	Guarantee and Collateral Agreement, dated as of June 17, 2016, among the Company and certain of its subsidiaries, in favor of JPMorgan Chase Bank, N.A. as administrative agent.
<a href="#">4.4(1)</a>	Commitment Letter among the Company, JPMorgan Chase Bank, N.A. and Goldman Sachs Bank USA, dated January 5, 2017.
<a href="#">4.5(5)</a>	First Amendment to Credit Agreement, dated as of January 20, 2017, among the Company, the several lenders from time to time parties thereto, and JPMorgan Chase Bank, N.A. as administrative agent, filed as of January 24, 2017.
<a href="#">4.6(6)</a>	Second Amendment, dated as of March 20, 2017, among the Company, each other Loan Party party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.
<a href="#">4.7(7)</a>	Incremental Amendment, dated as of April 5, 2017, among the Company, each other Loan Party party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.
<a href="#">4.8(7)</a>	364-Day Bridge Credit Agreement, dated as of April 5, 2017, among the Company, each other Loan Party party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.
<a href="#">4.9(8)</a>	Indenture (including form of Notes), dated as of March 30, 2017, among the Company, the guarantors named therein and U.S. Bank National Association, as trustee, relating to the \$800,000,000 aggregate principal amount of 5.125% Senior Notes due 2025.
<a href="#">10.1(9)</a>	Amended and Restated Lease dated April 16, 2010 between Soundview Farms and the Company for premises at 56 Top Gallant Road, 70 Gatehouse Road, and 88 Gatehouse Road, Stamford, Connecticut.
<a href="#">10.2(9)</a>	First Amendment to Amended and Restated Lease dated April 16, 2010 between Soundview Farms and the Company for premises at 56 Top Gallant Road, 70 Gatehouse Road, and 88 Gatehouse Road, Stamford, Connecticut.
<a href="#">10.3(10)+</a>	2011 Employee Stock Purchase Plan.
<a href="#">10.4(11)+</a>	2003 Long -Term Incentive Plan, as amended and restated effective June 4, 2009.
<a href="#">10.5+*</a>	Gartner, Inc. Long-Term Incentive Plan, as amended and restated effective January 31, 2019.
<a href="#">10.6+*</a>	Amended and Restated Employment Agreement between Eugene A. Hall and the Company dated as of February 14, 2019.
<a href="#">10.7(12)+</a>	Company Deferred Compensation Plan, effective January 1, 2009.
<a href="#">10.8(13)+</a>	Form of 2017 Stock Appreciation Right Agreement for executive officers.

<a href="#">10.9(13)+</a>	Form of 2017 Performance Stock Unit Agreement for executive officers.
<a href="#">10.10(14)+</a>	Form of 2017 Restricted Stock Unit Agreement for certain officers.
<a href="#">10.11(15)+</a>	Form of 2018 Stock Appreciation Right Agreement for executive officers.
<a href="#">10.12(15)+</a>	Form of 2018 Performance Stock Unit Agreement for executive officers.
<a href="#">10.13+*</a>	Form of 2019 Stock Appreciation Right Agreement for executive officers.
<a href="#">10.14+*</a>	Form of 2019 Performance Stock Unit Agreement for executive officers.
<a href="#">10.15(16)+</a>	Form of Restricted Stock Unit Agreement for non-employee directors.
<a href="#">10.16(17)+</a>	Separation Agreement and Release of Claims, dated October 12, 2017, between the Company and Per Anders Waern.
<a href="#">21.1*</a>	Subsidiaries of Registrant.
<a href="#">23.1*</a>	Consent of Independent Registered Public Accounting Firm.
<a href="#">24.1*</a>	Power of Attorney (see Signature Page).
<a href="#">31.1*</a>	Certification of chief executive officer under Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">31.2*</a>	Certification of chief financial officer under Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">32*</a>	Certification under Section 906 of the Sarbanes-Oxley Act of 2002.

\* Filed with this document.

+ Management compensation plan or arrangement.

- (1) Incorporated by reference from the Company's Current Report on Form 8-K filed on January 5, 2017.
- (2) Incorporated by reference from the Company's Current Report on Form 8-K filed on July 6, 2005.
- (3) Incorporated by reference from the Company's Current Report on Form 8-K filed on February 7, 2012.
- (4) Incorporated by reference from the Company's Quarterly Report on Form 10-Q filed on August 4, 2016.
- (5) Incorporated by reference from the Company's Current Report on form 8-K filed on January 24, 2017.
- (6) Incorporated by reference from the Company's Current Report on form 8-K filed on March 21, 2017.
- (7) Incorporated by reference from the Company's Current Report on form 8-K filed on April 6, 2017.
- (8) Incorporated by reference from the Company's Current Report on form 8-K filed on March 30, 2017.
- (9) Incorporated by reference from the Company's Quarterly Report on form 10-Q filed on August 9, 2010.
- (10) Incorporated by reference from the Company's Proxy Statement (Schedule 14A) filed on April 18, 2011.
- (11) Incorporated by reference from the Company's Proxy Statement (Schedule 14A) filed on April 21, 2009.
- (12) Incorporated by reference from the Company's Annual Report on Form 10-K filed on February 20, 2009.
- (13) Incorporated by reference from the Company's Current Report on Form 8-K dated on February 7, 2017.
- (14) Incorporated by reference from the Company's Quarterly Report on Form 10-Q filed on November 2, 2017.
- (15) Incorporated by reference from the Company's Quarterly Report on Form 10-Q filed on May 8, 2018.
- (16) Incorporated by reference from the Company's Quarterly Report on Form 10-Q filed on August 1, 2018.
- (17) Incorporated by reference from the Company's Annual Report on Form 10-K filed on February 22, 2018.

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**  
**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED FINANCIAL STATEMENTS**

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All financial statement schedules have been omitted because the information required is not applicable or is shown in the consolidated financial statements or notes thereto.

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
Gartner, Inc.:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Gartner, Inc. and subsidiaries (the Company) as of December 31, 2018 and 2017, the related consolidated statements of operations, comprehensive income, stockholders' equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 22, 2019 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 1996.

New York, New York  
February 22, 2019

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
Gartner, Inc.:

### *Opinion on Internal Control Over Financial Reporting*

We have audited Gartner, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of operations, comprehensive income, stockholders' equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes (collectively, the consolidated financial statements), and our report dated February 22, 2019 expressed an unqualified opinion on those consolidated financial statements.

### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

New York, New York  
February 22, 2019

**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(IN THOUSANDS, EXCEPT SHARE DATA)

	<b>December 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 156,368	\$ 538,908
Fees receivable, net of allowances of \$7,700 and \$12,700, respectively	1,255,118	1,176,843
Deferred commissions	235,016	205,260
Prepaid expenses and other current assets	165,237	124,632
Assets held-for-sale	—	542,965
Total current assets	1,811,739	2,588,608
Property, equipment and leasehold improvements, net	267,665	221,507
Goodwill	2,923,136	2,987,294
Intangible assets, net	1,042,565	1,292,022
Other assets	156,369	193,742
Total Assets	<u>\$ 6,201,474</u>	<u>\$ 7,283,173</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 710,113	\$ 666,821
Deferred revenues	1,745,244	1,630,198
Current portion of long-term debt	165,578	379,721
Liabilities held-for-sale	—	145,845
Total current liabilities	2,620,935	2,822,585
Long-term debt, net of deferred financing fees	2,116,109	2,899,124
Other liabilities	613,673	577,999
Total Liabilities	5,350,717	6,299,708
Stockholders' Equity:		
Preferred stock:		
\$.01 par value, authorized 5,000,000 shares; none issued or outstanding	—	—
Common stock:		
\$.0005 par value, 250,000,000 shares authorized; 163,602,067 shares issued for both periods	82	82
Additional paid-in capital	1,823,710	1,761,383
Accumulated other comprehensive (loss) income, net	(39,867)	1,508
Accumulated earnings	1,755,432	1,647,284
Treasury stock, at cost, 73,899,977 and 72,779,205 common shares, respectively	(2,688,600)	(2,426,792)
Total Stockholders' Equity	850,757	983,465
Total Liabilities and Stockholders' Equity	<u>\$ 6,201,474</u>	<u>\$ 7,283,173</u>

See Notes to Consolidated Financial Statements.

**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(IN THOUSANDS, EXCEPT PER SHARE DATA)

	Year Ended December 31,		
	2018	2017	2016
<b>Revenues:</b>			
Research	\$ 3,105,764	\$ 2,471,280	\$ 1,857,001
Conferences	410,461	337,903	268,605
Consulting	353,667	327,661	318,934
Other	105,562	174,650	—
<b>Total revenues</b>	<b>3,975,454</b>	<b>3,311,494</b>	<b>2,444,540</b>
<b>Costs and expenses:</b>			
Cost of services and product development	1,468,800	1,320,198	945,648
Selling, general and administrative	1,884,141	1,599,004	1,089,184
Depreciation	68,592	63,897	37,172
Amortization of intangibles	187,009	176,274	24,797
Acquisition and integration charges	107,197	158,450	42,598
<b>Total costs and expenses</b>	<b>3,715,739</b>	<b>3,317,823</b>	<b>2,139,399</b>
Operating income (loss)	259,715	(6,329)	305,141
Interest income	2,566	3,011	2,449
Interest expense	(126,774)	(127,947)	(27,565)
Gain from divested operations	45,447	—	—
Other income, net	167	3,448	8,406
Income (loss) before income taxes	181,121	(127,817)	288,431
Provision (benefit) for income taxes	58,665	(131,096)	94,849
<b>Net income</b>	<b>\$ 122,456</b>	<b>\$ 3,279</b>	<b>\$ 193,582</b>
<b>Net income per share:</b>			
Basic	\$ 1.35	\$ 0.04	\$ 2.34
Diluted	\$ 1.33	\$ 0.04	\$ 2.31
<b>Weighted average shares outstanding:</b>			
Basic	90,827	88,466	82,571
Diluted	92,122	89,790	83,820

See Notes to Consolidated Financial Statements.

**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(IN THOUSANDS)

	<b>Year Ended December 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>2016</b>
Net income	\$ 122,456	\$ 3,279	\$ 193,582
Other comprehensive (loss) income, net of tax:			
Foreign currency translation adjustments	(31,245)	47,363	(5,986)
Interest rate swaps - net change in deferred gain or loss	(10,844)	3,892	1,670
Pension plans - net change in deferred actuarial loss	123	(64)	(965)
Other comprehensive (loss) income, net of tax	(41,966)	51,191	(5,281)
Comprehensive income	<u>\$ 80,490</u>	<u>\$ 54,470</u>	<u>\$ 188,301</u>

See Notes to Consolidated Financial Statements.

**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)**  
(IN THOUSANDS)

	<b>Common Stock</b>	<b>Additional Paid-In Capital</b>	<b>Accumulated Other Comprehensive (Loss) Income, Net</b>	<b>Accumulated Earnings</b>	<b>Treasury Stock</b>	<b>Total Stockholders' Equity (Deficit)</b>
Balance at December 31, 2015	\$ 78	\$ 818,546	\$ (44,402)	\$ 1,450,684	\$ (2,357,306)	\$ (132,400)
Adoption of ASU No. 2016-09	—	—	—	(261)	—	(261)
Net income	—	—	—	193,582	—	193,582
Other comprehensive loss	—	—	(5,281)	—	—	(5,281)
Issuances under stock plans	—	(2,080)	—	—	12,419	10,339
Common share repurchases	—	—	—	—	(51,762)	(51,762)
Stock-based compensation expense	—	46,661	—	—	—	46,661
Balance at December 31, 2016	78	863,127	(49,683)	1,644,005	(2,396,649)	60,878
Net income	—	—	—	3,279	—	3,279
Other comprehensive income	—	—	51,191	—	—	51,191
Issuances under stock plans and for acquisition	4	819,313	—	—	11,129	830,446
Common share repurchases	—	—	—	—	(41,272)	(41,272)
Stock-based compensation expense	—	78,943	—	—	—	78,943
Balance at December 31, 2017	82	1,761,383	1,508	1,647,284	(2,426,792)	983,465
Adoption of ASU No. 2018-02	—	—	591	(591)	—	—
Adoption of ASU No. 2016-16	—	—	—	(13,717)	—	(13,717)
Net income	—	—	—	122,456	—	122,456
Other comprehensive loss	—	—	(41,966)	—	—	(41,966)
Issuances under stock plans	—	(3,845)	—	—	14,026	10,181
Common share repurchases	—	—	—	—	(275,834)	(275,834)
Stock-based compensation expense	—	66,172	—	—	—	66,172
Balance at December 31, 2018	\$ 82	\$ 1,823,710	\$ (39,867)	\$ 1,755,432	\$ (2,688,600)	\$ 850,757

See Notes to Consolidated Financial Statements.

**GARTNER, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(IN THOUSANDS)

	Year Ended December 31,		
	2018	2017	2016
<b>Operating activities:</b>			
Net income	\$ 122,456	\$ 3,279	\$ 193,582
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	255,601	240,171	61,969
Stock-based compensation expense	66,172	78,943	46,661
Deferred taxes	1,524	(217,414)	(2,648)
Gain on extinguishment of debt	—	—	(2,500)
Gain from divested operations	(45,447)	—	—
Amortization and write-off of deferred financing fees	13,815	15,062	3,082
Changes in assets and liabilities, net of acquisitions and divestitures:			
Fees receivable, net	(115,003)	(368,516)	(68,661)
Deferred commissions	(31,247)	(61,393)	(18,673)
Prepaid expenses and other current assets	(50,551)	13,251	(21,604)
Other assets	11,456	(18,529)	20,005
Deferred revenues	187,147	382,852	97,979
Accounts payable, accrued, and other liabilities	55,235	186,811	56,440
Cash provided by operating activities	<u>471,158</u>	<u>254,517</u>	<u>365,632</u>
<b>Investing activities:</b>			
Additions to property, equipment and leasehold improvements	(126,873)	(110,765)	(49,863)
Acquisitions - cash paid (net of cash acquired)	(15,855)	(2,641,780)	(48,196)
Divestitures - cash received (net of cash transferred)	526,779	—	—
Cash provided by (used in) in investing activities	<u>384,051</u>	<u>(2,752,545)</u>	<u>(98,059)</u>
<b>Financing activities:</b>			
Proceeds from employee stock purchase plan	14,689	11,711	9,250
Proceeds from borrowings	—	3,025,000	715,000
Payments for deferred financing fees	—	(51,171)	(4,975)
Payments on borrowings	(1,010,972)	(404,438)	(835,000)
Purchases of treasury stock	(260,832)	(41,272)	(58,961)
Cash (used in) provided by financing activities	<u>(1,257,115)</u>	<u>2,539,830</u>	<u>(174,686)</u>
Net (decrease) increase in cash and cash equivalents and restricted cash	(401,906)	41,802	92,887
Effects of exchange rates on cash and cash equivalents and restricted cash	(6,489)	25,902	(5,640)
Cash and cash equivalents and restricted cash, beginning of period	567,058	499,354	412,107
Cash and cash equivalents and restricted cash, end of period	<u>\$ 158,663</u>	<u>\$ 567,058</u>	<u>\$ 499,354</u>
<b>Supplemental disclosures of cash flow information:</b>			
Cash paid during the period for:			
Interest	\$ 117,500	\$ 98,500	\$ 23,400
Income taxes, net of refunds received	\$ 95,800	\$ 76,100	\$ 86,300

See Notes to Consolidated Financial Statements.

**GARTNER, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1 — BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES**

*Business.* Gartner, Inc. (NYSE: IT) is the world’s leading research and advisory company and a member of the S&P 500. We equip business leaders with indispensable insights, advice and tools to achieve their goals and build the successful organizations of tomorrow. We believe we have an unmatched combination of expert-led, practitioner-sourced and data-driven research that steers clients toward the right decisions on the issues that matter most. We’re a trusted advisor and an objective resource for more than 15,000 organizations in more than 100 countries — across all major functions, in every industry and enterprise size.

*Segments.* Gartner currently delivers its products and services globally through three business segments: Research, Conferences (formerly called Events) and Consulting. Our revenues by business segment are discussed below under the heading " *Adoption of new accounting standards* ." When used in these notes, the terms “Gartner,” “Company,” “we,” “us” or “our” refer to Gartner, Inc. and its consolidated subsidiaries.

During 2018, the Company divested all three of the non-core businesses that comprised its Other segment, each of which were acquired as part of the acquisition of CEB Inc. in April 2017. As a result of these divestitures and the movement of a small residual product in the Other segment into the Research business, the Company is no longer recording any additional operating activity in the Other segment effective September 1, 2018. Additional information regarding the divestitures is included in Note 2 – Acquisitions and Divestitures.

*Basis of presentation.* The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”), as defined in the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 270 for financial information and with the applicable instructions of U.S. Securities and Exchange Commission (“SEC”) Regulation S-X. The fiscal year of Gartner is the twelve-month period from January 1 through December 31. All references to 2018, 2017 and 2016 herein refer to the fiscal year unless otherwise indicated.

*Principles of consolidation.* The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany transactions and balances have been eliminated.

*Use of estimates.* The preparation of the accompanying consolidated financial statements requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. Such estimates include the valuation of fees receivable, goodwill, intangible assets and other long-lived assets, as well as tax accruals and other liabilities. In addition, estimates are used in revenue recognition, income tax expense or benefit, performance-based compensation charges, depreciation and amortization. Management believes its use of estimates in the accompanying consolidated financial statements to be reasonable.

Management continually evaluates and revises its estimates using historical experience and other factors, including the general economic environment and actions it may take in the future. Management adjusts these estimates when facts and circumstances dictate. However, these estimates may involve significant uncertainties and judgments and cannot be determined with precision. In addition, these estimates are based on management’s best judgment at a point in time. As a result, differences between our estimates and actual results could be material and would be reflected in the Company’s consolidated financial statements in future periods.

*Business acquisitions.* The Company had business acquisitions in both 2017 and 2016 and information related to those acquisitions is included in Note 2 – Acquisitions and Divestitures. The Company accounts for business acquisitions in accordance with the acquisition method of accounting as prescribed by FASB ASC Topic 805, *Business Combinations*. The acquisition method of accounting requires the Company to record the net assets and liabilities acquired based on their estimated fair values as of the acquisition date, with any excess of the consideration transferred over the estimated fair value of the net assets acquired, including identifiable intangible assets, to be recorded to goodwill. Under the acquisition method, the operating results of acquired companies are included in the Company's consolidated financial statements beginning on the date of acquisition.

The determination of the fair values of intangible and other assets acquired in acquisitions requires management judgment and the consideration of a number of factors, significant among them the historical financial performance of the acquired businesses and projected performance, estimates surrounding customer turnover, as well as assumptions regarding the level of competition and the cost to reproduce certain assets. Establishing the useful lives of the intangible assets also requires management judgment

and the evaluation of a number of factors, among them the expected use of the asset, historical client retention rates, consumer awareness and trade name history, as well as any contractual provisions that could limit or extend an asset's useful life.

The Company classifies charges that are directly-related to its acquisitions in the line Acquisition and integration charges in the Consolidated Statements of Operations. The Company recorded \$107.2 million, \$158.5 million and \$42.6 million of such charges in 2018, 2017 and 2016, respectively. Information related to those charges is included in Note 2 – Acquisitions and Divestitures.

*Revenue recognition.* On January 1, 2018, the Company adopted Accounting Standards Update ("ASU") No. 2014-09, " *Revenue from Contracts with Customers* " ("ASU No. 2014-09"). ASU No. 2014-09 and related amendments required changes in our revenue recognition policies as well as enhanced disclosures. The Company adopted ASU No. 2014-09 using the modified retrospective method of adoption. Under this method of adoption, the cumulative effect of applying the new standard is recorded at the date of initial application, with no restatement of the comparative prior periods presented. The adoption of ASU No. 2014-09 did not have a material impact on the Company's consolidated financial statements. Prior to January 1, 2018, the Company recognized revenue in accordance with then-existing U.S. GAAP and SEC Staff Accounting Bulletin No. 104, " *Revenue Recognition* " ("prior GAAP"). Under both ASU No. 2014-09 and prior GAAP, revenue can only be recognized when all of the required criteria are met. Information regarding our adoption of ASU No. 2014-09 and its impact on the Company's consolidated financial statements and related disclosures is provided below under the heading " *Adoption of new accounting standards* ."

*Allowance for losses.* The Company maintains an allowance for losses that is comprised of a bad debt allowance and, through December 31, 2017, a revenue reserve. Because the adoption of ASU No. 2014-09 on January 1, 2018 discussed above affected the allowance for losses, information regarding the allowance is provided below under the heading " *Adoption of new accounting standards* ."

*Cost of services and product development ( "COS" ).* COS expense includes the direct costs incurred in the creation and delivery of our products and services. These costs primarily relate to personnel.

*Selling, general and administrative ( "SG&A" ).* SG&A expense includes direct and indirect selling costs, general and administrative costs, and charges against earnings related to uncollectible accounts.

*Commission expense.* The Company records deferred commissions upon the signing of customer contracts and amortizes the deferred amount as commission expense over a period that considers various relevant factors. Commission expense is included in SG&A expense in the Consolidated Statements of Operations. Additional information regarding deferred commissions and the amortization of such costs is provided below under the heading " *Adoption of new accounting standards* ."

*Stock-based compensation expense.* The Company accounts for stock-based compensation awards in accordance with FASB ASC Topics 505 and 718 and SEC Staff Accounting Bulletins No. 107 and No. 110. Stock-based compensation expense for equity awards is based on the fair value of the award on the date of grant. The Company recognizes stock-based compensation expense over the period that the related service is performed, which is generally the same as the vesting period of the underlying award. During 2018, 2017 and 2016, the Company recognized \$66.2 million, \$78.9 million and \$46.7 million, respectively, of stock-based compensation expense.

Effective January 1, 2016, the Company adopted ASU No. 2016-09, " *Improvements to Employee Share-Based Payment Accounting*" ("ASU No. 2016-09"), which mandated certain changes in accounting for stock-based compensation. Among other things, ASU No. 2016-09 permits companies to make an entity-wide accounting policy election to recognize forfeitures of share-based compensation awards as they occur or make an estimate by applying a forfeiture rate each quarter. The Company previously estimated forfeitures but elected to change its accounting policy and account for forfeitures as they occur. ASU No. 2016-09 requires this change in accounting policy to be applied using a cumulative effect adjustment to accumulated earnings as of the beginning of the period in which the rule is adopted. Accordingly, the Company recorded a \$0.3 million decrease to its opening accumulated earnings effective January 1, 2016.

*Income taxes.* The Company uses the asset and liability method of accounting for income taxes. We estimate our income taxes in each of the jurisdictions where we operate. This process involves estimating our current tax expense or benefit together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. When assessing the realizability of deferred tax assets, we consider if it is more likely than not that some or all of the deferred tax assets will not be realized. In making this assessment, we consider the availability of loss carryforwards, projected reversals of deferred tax liabilities, projected future taxable income, and ongoing prudent and feasible tax planning strategies. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained based on the technical merits of the position.

The Company adopted ASU No. 2016-16, " *Intra-Entity Transfers of Assets Other Than Inventory* ," on January 1, 2018. Information regarding our adoption of this new accounting standard and its impact on the Company's consolidated financial statements is provided below under the heading " *Adoption of new accounting standards* ."

*Cash and cash equivalents.* Includes cash and all highly liquid investments with original maturities of three months or less, which are considered cash equivalents. The carrying value of cash equivalents approximates fair value due to their short-term maturity. Investments with maturities of more than three months are classified as marketable securities. Interest earned is classified in Interest income in the Consolidated Statements of Operations.

On January 1, 2018, the Company adopted ASU No. 2016-18, " *Restricted Cash* " ("ASU No. 2016-18"). ASU No. 2016-18 requires that amounts generally described as restricted cash and restricted cash equivalents be presented with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts presented on an entity's statement of cash flows. A table presenting the beginning-of-period and end-of-period cash amounts from the Company's Consolidated Balance Sheets and the total cash amounts presented in the accompanying Consolidated Cash Flow Statements is provided below under the heading " *Adoption of new accounting standards* ."

*Property, equipment and leasehold improvements.* The Company leases all of its facilities and certain equipment. These leases are all classified as operating leases in accordance with FASB ASC Topic 840, *Leases* . The cost of these operating leases, including any contractual rent increases, rent concessions and landlord incentives, is recognized ratably over the life of the related lease agreement. Lease expense was \$93.5 million , \$87.9 million and \$38.0 million in 2018 , 2017 and 2016 , respectively.

Equipment, leasehold improvements and other fixed assets owned by the Company are recorded at cost less accumulated depreciation. Except for leasehold improvements, these fixed assets are depreciated using the straight-line method over the estimated useful life of the underlying asset. Leasehold improvements are amortized using the straight-line method over the shorter of the estimated useful life of the improvement or the remaining term of the related lease. The Company's total depreciation expense was \$68.6 million , \$63.9 million and \$37.2 million in 2018 , 2017 and 2016 , respectively. The Company's total fixed assets, less accumulated depreciation and amortization, consisted of the following (in thousands):

Category	Useful Life (Years)	December 31,	
		2018	2017
Computer equipment and software	2-7	\$ 210,955	\$ 189,015
Furniture and equipment	3-8	85,002	67,288
Leasehold improvements	2-15	218,405	175,716
		514,362	432,019
Less — accumulated depreciation and amortization		(246,697)	(210,512)
Property, equipment and leasehold improvements, net		\$ 267,665	\$ 221,507

The Company incurs costs to develop internal-use software used in its operations, and certain of those costs meeting the criteria outlined in FASB ASC Topic 350, " *Intangibles - Goodwill and Other* ," are capitalized and amortized over future periods. Net capitalized development costs for internal-use software were \$37.4 million and \$26.9 million at December 31, 2018 and 2017 , respectively, which is included in the Computer equipment and software category above. Amortization expense for capitalized internal-use software development costs, which is classified in Depreciation in the Consolidated Statements of Operations, totaled \$13.2 million , \$9.9 million and \$8.8 million in 2018, 2017 and 2016, respectively.

*Finite-lived intangible assets.* The Company has finite-lived intangible assets that are amortized against earnings using the straight-line method over the expected useful life of the underlying asset. Changes in intangible assets subject to amortization during the two-year period ended December 31, 2018 were as follows (in thousands):

<b>December 31, 2018</b>	<b>Customer Relationships</b>	<b>Software</b>	<b>Content</b>	<b>Other</b>	<b>Total</b>
Gross cost at December 31, 2017 (1)	\$ 1,200,316	\$ 123,424	\$ 104,313	\$ 54,929	\$ 1,482,982
Divestitures (2)	(45,175)	(321)	(473)	(160)	(46,129)
Write-off of fully amortized intangible assets	(303)	(11,715)	(669)	(3,311)	(15,998)
Foreign currency translation impact and other (3)	(23,182)	(687)	(4,329)	204	(27,994)
Gross cost	1,131,656	110,701	98,842	51,662	1,392,861
Accumulated amortization (4)	(184,918)	(38,901)	(92,717)	(33,760)	(350,296)
Balance at December 31, 2018	<u>\$ 946,738</u>	<u>\$ 71,800</u>	<u>\$ 6,125</u>	<u>\$ 17,902</u>	<u>\$ 1,042,565</u>

<b>December 31, 2017</b>	<b>Customer Relationships</b>	<b>Software</b>	<b>Content</b>	<b>Other</b>	<b>Total</b>
Gross cost at December 31, 2016	\$ 63,369	\$ 16,025	\$ 3,728	\$ 33,645	\$ 116,767
Additions due to acquisitions (5)	1,253,312	180,787	141,707	24,384	1,600,190
Write-off of fully amortized intangible assets	—	—	(4,227)	—	(4,227)
Reclassified as held-for-sale (6)	(140,156)	(69,012)	(38,593)	(2,711)	(250,472)
Foreign currency translation impact	23,791	(4,376)	1,698	(389)	20,724
Gross cost (1)	1,200,316	123,424	104,313	54,929	1,482,982
Accumulated amortization (4)	(92,983)	(26,344)	(47,475)	(24,158)	(190,960)
Balance at December 31, 2017 (1)	<u>\$ 1,107,333</u>	<u>\$ 97,080</u>	<u>\$ 56,838</u>	<u>\$ 30,771</u>	<u>\$ 1,292,022</u>

(1) Excludes certain amounts related to held-for-sale operations.

(2) Represents amounts related to divested businesses. See Note 2 — Acquisitions and Divestitures for additional information.

(3) Includes the foreign currency translation impact and certain other adjustments.

(4) Finite-lived intangible assets are amortized using the straight-line method over the following periods: Customer relationships— 4 to 13 years ; Software— 3 to 7 years ; Content— 1.5 to 5 years ; and Other — 2 to 5 years .

(5) The additions were primarily due to the Company's acquisitions of CEB Inc. and L2, Inc. during April 2017 and March 2017, respectively. See Note 2 — Acquisitions and Divestitures for additional information.

(6) Represents amounts reclassified (net) as held-for-sale assets related to the CEB Talent Assessment business. See Note 2 — Acquisitions and Divestitures for additional information.

Amortization expense related to finite-lived intangible assets was \$187.0 million , \$176.3 million and \$24.8 million in 2018 , 2017 and 2016 , respectively. The estimated future amortization expense by year for finite-lived intangible assets is as follows (in thousands):

2019	\$ 129,394
2020	122,756
2021	102,338
2022	92,801
2023 and thereafter	595,276
	<u>\$ 1,042,565</u>

*Goodwill.* Goodwill represents the excess of the purchase price of acquired businesses over the estimated fair values of the tangible and identifiable intangible net assets acquired. Evaluations of the recoverability of goodwill are performed in accordance with FASB ASC Topic 350, which requires an annual assessment of potential goodwill impairment at the reporting unit level and whenever events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable. The annual assessment of the recoverability of recorded goodwill can be based on either a qualitative or quantitative assessment or a combination

of the two approaches. Both methods utilize estimates which, in turn, require judgments and assumptions regarding future trends and events. As a result, both the precision and reliability of the resulting estimates are subject to uncertainty. If our annual goodwill impairment evaluation determines that the fair value of a reporting unit is less than its related carrying amount, we may recognize an impairment charge. In connection with our most recent annual impairment test of goodwill during the quarter ended September 30, 2018, which indicated no impairment of recorded goodwill, the Company utilized the quantitative approach in assessing the fair values of its reporting units relative to their respective carrying values.

The following table presents changes to the carrying amount of goodwill by segment, including the Company's Other segment, during the two-year period ended December 31, 2018 (in thousands):

	Research	Conferences	Consulting	Other	Total
Balance at December 31, 2016 (1)	\$ 595,450	\$ 46,523	\$ 96,480	\$ —	\$ 738,453
Additions due to acquisitions (2)	2,042,514	140,914	—	274,363	2,457,791
Reclassified as held-for-sale (3)	—	—	—	(212,994)	(212,994)
Foreign currency translation impact	(18,287)	483	1,318	20,530	4,044
Balance at December 31, 2017	2,619,677	187,920	97,798	81,899	2,987,294
Divestitures (4)	(2,500)	—	—	(90,078)	(92,578)
Foreign currency translation impact and other (5)	21,241	(266)	(734)	8,179	28,420
Balance at December 31, 2018	\$ 2,638,418	\$ 187,654	\$ 97,064	\$ —	\$ 2,923,136

(1) The Company does not have any accumulated goodwill impairment losses.

(2) The 2017 goodwill additions are due to the acquisitions of CEB Inc. and L2, Inc. during April 2017 and March 2017, respectively. See Note 2 – Acquisitions and Divestitures for additional information.

(3) Represents amounts reclassified as held-for-sale assets related to the CEB Talent Assessment business. See Note 2 – Acquisitions and Divestitures for additional information.

(4) Represents amounts related to divested businesses. See Note 2 – Acquisitions and Divestitures for additional information.

(5) Includes the foreign currency translation impact and certain measurement period adjustments related to the acquisition of CEB Inc.

*Impairment of long-lived assets.* The Company's long-lived assets primarily consist of intangible assets other than goodwill and property, equipment and leasehold improvements. The Company reviews its long-lived asset groups for impairment whenever events or changes in circumstances indicate that the carrying amount of the respective asset may not be recoverable. Such evaluation may be based on a number of factors, including current and projected operating results and cash flows, and changes in management's strategic direction as well as external economic and market factors. The Company evaluates the recoverability of these assets by determining whether their carrying values can be recovered through undiscounted future operating cash flows. If events or circumstances indicate that the carrying values might not be recoverable based on undiscounted future operating cash flows, an impairment loss would be recognized. The amount of impairment, if any, is measured based on the difference between the projected discounted future operating cash flows, using a discount rate reflecting the Company's average cost of funds, and the carrying value of the asset. The Company did not record any impairment charges for long-lived asset groups during the three-year period ended December 31, 2018.

*Pension obligations.* The Company has defined benefit pension plans in several of its international locations (see Note 13 — Employee Benefits). Benefits earned under these plans are generally based on years of service and level of employee compensation. The Company accounts for its defined benefit plans in accordance with the requirements of FASB ASC Topic 715. The Company determines the periodic pension expense and related liabilities for these plans through actuarial assumptions and valuations. The Company recognized \$3.9 million, \$3.6 million and \$3.5 million of pension expense in 2018, 2017 and 2016, respectively.

*Debt.* The Company presents amounts borrowed in the Consolidated Balance Sheets at amortized cost, net of deferred financing fees. Interest accrued on amounts borrowed is classified as Interest expense in the Consolidated Statements of Operations. The Company had \$2.3 billion of principal amount of debt outstanding at December 31, 2018 compared to \$3.3 billion at December 31, 2017, which reflects the Company's significant principal repayments on its debt subsequent to the completion of the CEB Inc. acquisition. Note 5 — Debt provides information regarding the Company's debt.

*Foreign currency exposure.* The functional currency of our foreign subsidiaries is typically the local currency. All assets and liabilities of foreign subsidiaries are translated into U.S. dollars at exchange rates in effect at the balance sheet date. Income and expense items are translated at average exchange rates for the year. The resulting translation adjustments are recorded as foreign

currency translation adjustments, a component of Accumulated other comprehensive (loss) income, net within the Stockholders' Equity section of the Consolidated Balance Sheets.

Currency transaction gains or losses arising from transactions denominated in currencies other than the functional currency of a subsidiary are recognized in results of operations in Other income, net within the Consolidated Statements of Operations. The Company had net currency transaction gains (losses) of \$9.2 million, \$(5.5) million and \$(0.4) million in 2018, 2017 and 2016, respectively. The Company enters into foreign currency forward exchange contracts to mitigate the effects of adverse fluctuations in foreign currency exchange rates on certain transactions. Those contracts generally have short durations and are recorded at fair value with both realized and unrealized gains and losses recorded in Other income, net. The net gain (loss) from foreign currency forward exchange contracts was \$(10.4) million, \$0.8 million and \$(0.3) million in 2018, 2017 and 2016, respectively.

*Comprehensive income.* The Company reports comprehensive income in a separate statement called the Consolidated Statements of Comprehensive Income, which is included herein. The Company's comprehensive income disclosures are included in Note 7 — Stockholders' Equity.

*Fair value disclosures.* The Company has a limited number of assets and liabilities that are adjusted to fair value at each balance sheet date. The Company's fair value disclosures are included in Note 12 — Fair Value Disclosures.

*Concentrations of credit risk.* Assets that may subject the Company to concentration of credit risk consist primarily of short-term, highly liquid investments classified as cash equivalents, fees receivable, contract assets, interest rate swaps and a pension reinsurance asset. The majority of the Company's cash equivalent investments and its interest rate swap contracts are with investment grade commercial banks. Fees receivable and contract asset balances deemed to be collectible from customers have limited concentration of credit risk due to our diverse customer base and geographic dispersion. The Company's pension reinsurance asset (see Note 13 — Employee Benefits) is maintained with a large international insurance company that was rated investment grade as of December 31, 2018 and 2017.

*Stock repurchase programs.* The Company records the cost to repurchase its own common shares as treasury stock. During 2018, 2017 and 2016, the Company used \$260.8 million, \$41.3 million and \$59.0 million, respectively, in cash for stock repurchases (see Note 7 — Stockholders' Equity for additional information). Shares repurchased by the Company are added to treasury shares and are not retired.

*Adoption of new accounting standards.* The Company adopted the accounting standards described below during 2018:

*Certain Tax Effects Stranded In Accumulated Other Comprehensive Income* — On April 1, 2018, the Company early adopted ASU No. 2018-02, " *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income* " ("ASU No. 2018-02"). ASU No. 2018-02 provides an entity with the option to reclassify to retained earnings the tax effects from items that have been stranded in accumulated other comprehensive income as a result of the U.S. Tax Cuts and Jobs Act of 2017 (the "Act"). Entities can adopt ASU No. 2018-02 using one of two transition methods: (i) retrospective to each period wherein the income tax effects of the Act related to items remaining in accumulated other comprehensive income are recognized or (ii) at the beginning of the period of adoption. Gartner elected to early adopt ASU No. 2018-02 as of the beginning of the second quarter of 2018, which resulted in a reclassification of \$0.6 million of stranded tax amounts related to the Act from Accumulated other comprehensive (loss) income, net to Accumulated earnings. ASU No. 2018-02 had no impact on the Company's operating results in 2018.

*Stock Compensation Award Modifications* — On January 1, 2018, the Company adopted ASU No. 2017-09, " *Compensation—Stock Compensation - Scope of Modification Accounting* " ("ASU No. 2017-09"). ASU No. 2017-09 provides guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. The adoption of ASU No. 2017-09 had no impact on the Company's consolidated financial statements.

*Retirement Benefits Cost Presentation* — On January 1, 2018, the Company adopted ASU No. 2017-07, " *Compensation—Retirement Benefits* " ("ASU No. 2017-07"). ASU No. 2017-07 improves the reporting of net benefit cost in the financial statements, provides additional guidance on the presentation of net benefit cost in the income statement and clarifies the components eligible for capitalization. The adoption of ASU No. 2017-07 had an immaterial impact on the classification of benefit expense on the Company's Consolidated Statements of Operations.

*Partial Sales of Non-financial Assets* — On January 1, 2018, the Company adopted ASU No. 2017-05, " *Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Non-financial Assets* " ("ASU No. 2017-05"). ASU No. 2017-05 clarifies the scope of the FASB's guidance on non-financial asset derecognition as well as the accounting for partial sales of non-financial assets. It conforms the derecognition guidance on non-financial assets with the model for revenue transactions. The adoption of ASU No. 2017-05 had no impact on the Company's consolidated financial statements.

*Definition of a Business* — On January 1, 2018, the Company adopted ASU No. 2017-01, " *Clarifying the Definition of a Business* " ("ASU No. 2017-01"). ASU No. 2017-01 changes the U.S. GAAP definition of a business. Such change can impact the accounting for asset purchases, acquisitions, goodwill impairment and other assessments. The adoption of ASU No. 2017-01 had no impact on the Company's consolidated financial statements.

*Presentation of Restricted Cash* — On January 1, 2018, the Company adopted ASU No. 2016-18, " *Restricted Cash* " ("ASU No. 2016-18"). ASU No. 2016-18 requires that amounts generally described as restricted cash and restricted cash equivalents be presented with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts presented on an entity's statement of cash flows. ASU No. 2016-18 must be applied using a retrospective transition method to each comparative period presented in an entity's financial statements.

As a result of the adoption of ASU No. 2016-18, the Company's restricted cash balances are now included in the beginning-of-period and end-of-period total amounts presented on the accompanying Consolidated Statements of Cash Flows. When compared to the Company's previously issued statement of cash flows for 2017, the adoption of ASU No. 2016-18 resulted in: (i) an increase of \$7.0 million in cash used in investing activities; (ii) an increase of \$18.2 million in the end-of-period total cash amount; and (iii) an increase of \$25.1 million in the beginning-of-period total cash amount. The corresponding effects on the statement of cash flows for 2016 were: (i) an increase of \$14.0 million in cash used in investing activities; (ii) an increase of \$25.1 million in the end-of-period total cash amount; and (iii) an increase of \$39.1 million in the beginning-of-period total cash amount.

Below is a table presenting the beginning-of-period and end-of-period cash amounts from the Company's Consolidated Balance Sheets and the total cash amounts presented in the accompanying Consolidated Cash Flow Statements (in thousands).

	December 31,			
	2018	2017	2016	2015
Cash and cash equivalents	\$ 156,368	\$ 538,908	\$ 474,233	\$ 372,976
Restricted cash classified in (1), (2):				
Prepaid expenses and other current assets	2,295	15,148	25,121	13,505
Other assets	—	3,002	—	25,626
Cash classified as held-for-sale (3)	—	10,000	—	—
Cash and cash equivalents and restricted cash per the Consolidated Statements of Cash Flows	\$ 158,663	\$ 567,058	\$ 499,354	\$ 412,107

- (1) Restricted cash consists of escrow accounts established in connection with certain of the Company's business acquisitions. Generally, such cash is restricted to use due to provisions contained in the underlying asset purchase agreement. The Company will disburse the restricted cash to the sellers of the businesses upon satisfaction of any contingencies described in such agreements (e.g., potential indemnification claims, etc.).
- (2) Restricted cash is recorded in Prepaid expenses and other current assets and Other assets in the Company's consolidated balance sheets with the short-term or long-term classification dependent on the projected timing of disbursements to the sellers.
- (3) Represents cash classified as a held-for-sale asset for the CEB Talent Assessment business that was acquired as part of the CEB Inc. acquisition. See Note 2 — Acquisitions and Divestitures for additional information.

*Income Taxes* — On January 1, 2018, the Company adopted ASU No. 2016-16, " *Intra-Entity Transfers of Assets Other Than Inventory* " ("ASU No. 2016-16"). ASU No. 2016-16 accelerates the recognition of taxes on certain intra-entity transactions. U.S. GAAP previously required deferral of the income tax implications of an intercompany sale of assets until the assets were sold to a third party or recovered through use. Under ASU No. 2016-16, the seller's tax effects and the buyer's deferred taxes on asset transfers are immediately recognized upon the sale.

Pursuant to the transition rules in ASU No. 2016-16, any taxes attributable to pre-2018 intra-entity transfers that were previously deferred should be accelerated and recorded to accumulated earnings on the date of adoption. As a result of this transition rule, certain of the Company's balance sheet income tax accounts pertaining to pre-2018 intra-entity transfers, which aggregated \$13.7 million, were reversed against accumulated earnings on January 1, 2018. Pursuant to the provisions of ASU No. 2016-16, the Company recorded an income tax benefit of \$6.8 million in 2018 related to intra-entity transfers upon the merger of certain foreign subsidiaries. ASU No. 2016-16 could have a material impact on the Company's consolidated financial statements in the future, depending on the nature, size and tax consequences of intra-entity transfers, if any.

*Statement of Cash Flows* — On January 1, 2018, the Company adopted ASU No. 2016-15, " *Classification of Certain Cash Receipts and Cash Payments* " ("ASU No. 2016-15"). ASU No. 2016-15 sets forth classification requirements for certain cash flow transactions. The adoption of ASU No. 2016-15 had no impact on the Company's consolidated financial statements.

*Financial Instruments Recognition and Measurement* — On January 1, 2018, the Company adopted ASU No. 2016-01, " *Financial Instruments Overall - Recognition and Measurement of Financial Assets and Liabilities* " ("ASU No. 2016-01"), to address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. Among the significant changes required by ASU No. 2016-01 is that equity investments are to be measured at fair value with changes in fair value recognized in net income. The adoption of ASU No. 2016-01 had no impact on the Company's consolidated financial statements.

*Revenue Recognition* — On January 1, 2018, the Company adopted ASU No. 2014-09, " *Revenue from Contracts with Customers*, " as amended ("ASU No. 2014-09"). The adoption of the standard did not have a material impact on the Company's consolidated financial statements. However, as required by ASU No. 2014-09, the Company's disclosures around revenue recognition have been significantly expanded. Additionally, the Company's accounting policies have been updated to reflect the adoption of ASU No. 2014-09.

The following sections provide an overview of the Company's revenues by segment along with the required disclosures under the new revenue recognition standard.

#### *Our business and our revenues*

Gartner currently delivers its products and services globally through three business segments: Research, Conferences and Consulting. Our revenues from those business segments are discussed below.

#### *Research*

Research provides trusted, objective insights and advice on the mission-critical priorities of leaders across all functional areas of an enterprise through research and other reports, briefings, proprietary tools, access to our analysts and advisors, peer networking services and membership programs that enable our clients to make better decisions. Gartner's traditional strengths in information technology ("IT"), marketing and supply chain research were enhanced in 2017 with Gartner's acquisition of CEB Inc., which added CEB's best practice and talent management research insights across a range of business functions, to include human resources, finance, sales and legal.

Research revenues are mainly derived from subscription contracts for research products, representing approximately 90% of the segment's revenue. The related revenues are deferred and recognized ratably over the applicable contract term (i.e., as we provide services over the contract period). Fees derived from assisting organizations in selecting the right business software for their needs are recognized at a point in time (i.e., when the lead is provided to the vendor).

The Company enters into subscription contracts for research products that generally are for twelve-month periods or longer. Approximately 75% to 80% of our annual and multi-year Research subscription contracts provide for billing of the first full service period upon signing. In subsequent years, multi-year subscription contracts are normally billed prior to the contract's anniversary date. Our other Research subscription contracts are usually invoiced in advance, commencing with the contract signing, on (i) a quarterly, monthly or other recurring basis or (ii) in accordance with a customized invoicing schedule. Research contracts are generally non-cancelable and non-refundable, except for government contracts that may have cancellation or fiscal funding clauses, which historically have not produced material cancellations. It is our policy to record the amount of a subscription contract that is billable as a fee receivable at the time the contract is signed with a corresponding amount as deferred revenue because the contract represents a legally enforceable claim.

#### *Conferences*

Conferences (formerly called Events) provides business professionals across the organization the opportunity to learn, share and network. From our flagship CIO conference Gartner IT Symposium, to industry-leading conferences focused on specific business roles and topics, to member-driven sessions, our offerings enable attendees to experience the best of Gartner insight and advice live.

We earn revenues from both the attendees and exhibitors at our conferences and meetings. Attendees are generally invoiced for the full attendance fee upon their completion of an online registration form or their signing of a contract, while exhibitors typically make several individual payments commencing with the signing of a contract. We collect almost all of the invoiced amounts in

advance of the related activity, resulting in the recording of deferred revenue. We recognize both the attendee and exhibitor revenue as we satisfy our related performance obligations (i.e., when the related activity is held).

The Company defers certain costs directly related to specific conferences and meetings and expenses those costs in the period during which the related activity occurs. The Company's policy is to defer only those costs that are incremental and directly attributable to a specific activity, primarily prepaid site and production services costs. Other costs of organizing and producing our activities, primarily Company personnel and non-conference specific expenses, are expensed in the period incurred. At the end of each fiscal quarter, the Company assesses whether the expected direct costs of producing a scheduled activity will exceed the projected revenues. If such costs are expected to exceed revenues, the Company records the expected loss in the period determined.

### *Consulting*

Consulting provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality, and contract optimization services.

Consulting revenues, primarily derived from custom consulting and measurement services, are principally generated from fixed fee or time and materials engagements. Revenues from fixed fee engagements are recognized as we work to satisfy our performance obligations, while revenues from time and materials engagements are recognized as work is delivered and/or services are provided. In both of these circumstances, we satisfy our performance obligations and control of the services are passed to our customers over time (i.e., during the duration of the contract or consulting engagement). On a contract-by-contract basis, we typically use actual labor hours incurred compared to total expected labor hours to measure the Company's performance in respect of our fixed fee engagements. If our labor and other costs on an individual contract are expected to exceed the total contract value or the contract's funded ceiling amount, the Company reflects an adjustment to the contract's overall profitability in the period determined. Revenues related to contract optimization engagements are contingent in nature and are only recognized at the point in time when all of the conditions related to their payment have been satisfied.

Consulting customers are invoiced based on the specific terms and conditions in their underlying contracts. We typically invoice our Consulting customers after we have satisfied some or all of the related performance obligations and the related revenue has been recognized. We record fees receivable for amounts that are billed or billable. We also record contract assets, which represent amounts for which we have recognized revenue but lack the unconditional right to payment as of the balance sheet date due to our required continued performance under the relevant contract, progress billing milestones or other billing-related restrictions. The Company's contract assets are discussed below.

### *Overview of ASU No. 2014-09*

ASU No. 2014-09 requires a five-step evaluative process that consists of:

- (1) Identifying the contract with the customer;
- (2) Identifying the performance obligations in the contract;
- (3) Determining the transaction price for the contract;
- (4) Allocating the transaction price to the performance obligations in the contract; and
- (5) Recognizing revenue when (or as) performance obligations are satisfied.

ASU No. 2014-09 is intended to clarify the principles for recognizing revenue by removing inconsistencies and weaknesses in previously existing revenue recognition rules; provide a more robust framework for addressing revenue recognition issues; improve comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets; and provide more useful information to users of financial statements through improved disclosures.

The Company adopted ASU No. 2014-09 using the modified retrospective method of adoption. Under this method of adoption, the cumulative effect of applying the new standard is recorded at the date of initial application, with no restatement of the comparative prior periods presented. The adoption of ASU No. 2014-09 did not result in a cumulative effect adjustment to the Company's Accumulated earnings in its consolidated financial statements. However, the adoption of the new standard required reclassifications of certain amounts presented in the Company's consolidated balance sheet. As of January 1, 2018, these items were (i) the reclassification of certain fees receivable that met the definition of a contract asset, aggregating \$26.7 million, from Fees receivable, net to Prepaid expenses and other current assets; and (ii) the reclassification of a refund liability, aggregating \$6.2 million, from the allowance for fees receivable to Accounts payable and accrued liabilities.

Related to our adoption of ASU No. 2014-09, we elected to (i) apply the provisions of this new accounting guidance only to contracts that were not completed at the date of initial application and (ii) utilize a practical expedient whereby we reflected the aggregate effect of all contract modifications that occurred prior to January 1, 2018 (rather than retrospectively restating the affected contracts) when identifying our satisfied and unsatisfied performance obligations, determining the transaction prices with our customers, and allocating such transaction prices to our satisfied and unsatisfied performance obligations. These two elections had no financial impact.

Prior to January 1, 2018, the Company recognized revenue in accordance with then-existing U.S. GAAP and SEC Staff Accounting Bulletin No. 104, " *Revenue Recognition* " ("prior GAAP"). Under both ASU No. 2014-09 and prior GAAP, revenue can only be recognized when all of the required criteria are met. Although there were certain changes to the Company's revenue recognition policies and procedures effective January 1, 2018 with the adoption of ASU No. 2014-09, there were no material differences between the pattern and timing of revenue recognition under ASU No. 2014-09 and prior GAAP. The accompanying Consolidated Statements of Operations present revenues net of any sales or value-added taxes that we collect from customers and remit to government authorities.

ASU No. 2014-09 requires that we assess at inception all of the promises in a customer contract to determine if a promise is a separate performance obligation. To identify our performance obligations, we consider all of the services promised in a customer contract, regardless of whether they are explicitly stated or implied by customary business practices. If we conclude that a service is separately identifiable and distinct from the other offerings in a contract, we account for such a promise as a separate performance obligation.

If a customer contract has more than one performance obligation, then the total contract consideration is allocated among the separate deliverables based on their stand-alone selling prices, which are determined based on the prices at which the Company discretely sells the stand-alone services. If a contract includes a discount or other pricing concession, the transaction price is allocated among the performance obligations on a proportionate basis using the relative stand-alone selling prices of the individual deliverables being transferred to the customer, unless the discount or other pricing concession can be ascribed to specifically identifiable performance obligations.

The contracts with our customers delineate the final terms and conditions of the underlying arrangements, including product descriptions, subscription periods, deliverables, quantities and the price of each service purchased. Since the transaction price of almost all of our customer contracts is typically agreed upon upfront and generally does not fluctuate during the duration of the contract, variable consideration is insignificant. The Company may engage in certain financing transactions with customers but these arrangements have been limited in number and not material.

#### *Required Disclosures under ASU No. 2014-09*

ASU No. 2014-09 requires significantly expanded disclosures around the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. These additional disclosures are provided below.

#### *Disaggregated Revenues*

We believe that disaggregating the Company's revenues by primary geographic location and the timing of when revenue is recognized achieves the disclosure objectives in ASU No. 2014-09. Our disaggregated revenue information by reportable segment, including our Other segment, is presented for the years indicated in the tables below (in thousands).

#### **Year Ended December 31, 2018**

	<b>Research</b>	<b>Conferences</b>	<b>Consulting</b>	<b>Other (1)</b>	<b>Total</b>
<b><i>Primary Geographic Markets: (2)</i></b>					
United States and Canada	\$ 1,994,016	\$ 256,219	\$ 205,874	\$ 58,843	\$ 2,514,952
Europe, Middle East and Africa	737,129	105,909	119,258	38,194	1,000,490
Other International	374,619	48,333	28,535	8,525	460,012
<b>Total revenues</b>	<b>\$ 3,105,764</b>	<b>\$ 410,461</b>	<b>\$ 353,667</b>	<b>\$ 105,562</b>	<b>\$ 3,975,454</b>

**Year Ended December 31, 2017**

	Research	Conferences	Consulting	Other (1)	Total
<b>Primary Geographic Markets: (2)</b>					
United States and Canada	\$ 1,600,847	\$ 210,698	\$ 188,022	\$ 92,799	\$ 2,092,366
Europe, Middle East and Africa	597,943	86,567	111,792	59,119	855,421
Other International	272,490	40,638	27,847	22,732	363,707
<b>Total revenues</b>	<b>\$ 2,471,280</b>	<b>\$ 337,903</b>	<b>\$ 327,661</b>	<b>\$ 174,650</b>	<b>\$ 3,311,494</b>

**Year Ended December 31, 2016**

	Research	Conferences	Consulting	Other	Total
<b>Primary Geographic Markets: (2)</b>					
United States and Canada	\$ 1,178,575	\$ 162,162	\$ 179,011	\$ —	\$ 1,519,748
Europe, Middle East and Africa	434,753	72,926	109,042	—	616,721
Other International	243,673	33,517	30,881	—	308,071
<b>Total revenues</b>	<b>\$ 1,857,001</b>	<b>\$ 268,605</b>	<b>\$ 318,934</b>	<b>\$ —</b>	<b>\$ 2,444,540</b>

(1) The decline in Other segment revenues in 2018 compared to 2017 was due to divestitures. Information regarding the divestitures is included in Note 2 – Acquisitions and Divestitures.

(2) Revenues are reported based on where the sale is fulfilled.

The Company's revenues are generated primarily through direct sales to clients by domestic and international sales forces and a network of independent international sales agents. Most of the Company's products and services are provided on an integrated worldwide basis and, because of this integrated delivery approach, it is not practical to precisely separate our revenues by geographic location. Accordingly, revenue information presented in the above tables is based on internal allocations, which involve certain management estimates and judgments.

**Year Ended December 31, 2018**

	Research	Conferences	Consulting	Other	Total
<b>Timing of Revenue Recognition:</b>					
Transferred over time (1)	\$ 2,851,176	\$ —	\$ 294,397	\$ 86,667	\$ 3,232,240
Transferred at a point in time (2)	254,588	410,461	59,270	18,895	743,214
<b>Total revenues</b>	<b>\$ 3,105,764</b>	<b>\$ 410,461</b>	<b>\$ 353,667</b>	<b>\$ 105,562</b>	<b>\$ 3,975,454</b>

**Year Ended December 31, 2017**

	Research	Conferences	Consulting	Other	Total
<b>Timing of Revenue Recognition:</b>					
Transferred over time (1)	\$ 2,275,377	\$ —	\$ 269,720	\$ 141,331	\$ 2,686,428
Transferred at a point in time (2)	195,903	337,903	57,941	33,319	625,066
<b>Total revenues</b>	<b>\$ 2,471,280</b>	<b>\$ 337,903</b>	<b>\$ 327,661</b>	<b>\$ 174,650</b>	<b>\$ 3,311,494</b>

**Year Ended December 31, 2016**

	Research	Conferences	Consulting	Other	Total
<b>Timing of Revenue Recognition:</b>					
Transferred over time (1)	\$ 1,710,786	\$ —	\$ 267,809	\$ —	\$ 1,978,595
Transferred at a point in time (2)	146,215	268,605	51,125	—	465,945
<b>Total revenues</b>	<b>\$ 1,857,001</b>	<b>\$ 268,605</b>	<b>\$ 318,934</b>	<b>\$ —</b>	<b>\$ 2,444,540</b>

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- (1) These Research revenues were recognized in connection with performance obligations that were satisfied over time using a time-elapsed output method to measure progress. The corresponding Consulting revenues were recognized over time using labor hours as an input measurement basis. Other revenues in this category were recognized using either a time-elapsed output method, performance-based milestone approach or labor hours, depending on the nature of the underlying customer contract.
  - (2) The revenues in this category were recognized in connection with performance obligations that were satisfied at the point in time the contractual deliverables were provided to the customer.

Determining a measure of progress for performance obligations that are satisfied over time and when control transfers for performance obligations that are satisfied at a point in time requires us to make judgments that affect the timing of when revenue is recognized. A key factor in this determination is when the customer is able to direct the use of, and can obtain substantially all of the benefits from, the deliverable.

For performance obligations recognized in accordance with a time-elapsed output method, the Company's efforts are expended consistently throughout the contractual period and the Company transfers control evenly by providing stand-ready services. For performance obligations satisfied under our Consulting fixed fee and time and materials engagements, we believe that labor hours are the best measure of depicting the Company's progress because labor output corresponds directly to the value of the Company's performance to date as control is transferred. In our Other segment, we selected a method to assess the completion of our performance obligations that best aligned with the specific characteristics of the individual customer contract. We believe that these methods to measure progress provide a reasonable and supportable determination as to when we transfer services to our customers.

For customer contracts that are greater than one year in duration, the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2018 was approximately \$2.7 billion. The Company expects to recognize \$1,620.4 million, \$874.5 million and \$186.5 million of this revenue (most of which pertains to Research) during the year ending December 31, 2019, the year ending December 31, 2020 and thereafter, respectively. The Company applies a practical expedient allowed in ASU No. 2014-09 and, accordingly, it does not disclose such performance obligation information for customer contracts that have original durations of one year or less. Our performance obligations for contracts meeting this ASU No. 2014-09 disclosure exclusion primarily include: (i) stand-ready services under Research subscription contracts; (ii) holding conferences where attendees and exhibitors can participate; and (iii) providing customized Consulting solutions for clients under fixed fee and time and materials engagements. The remaining duration of these performance obligations is generally less than one year, which aligns with the period that the parties have enforceable rights and obligations under the affected contracts.

#### *Customer Contract Assets and Liabilities*

The timing of the recognition of revenues, and the amount and timing of our billings and cash collections, as well as upfront customer payments, result in the recording of both assets and liabilities on our Consolidated Balance Sheets.

The payment terms and conditions in our customer contracts vary. In some cases, customers prepay and, in other cases, after we conduct a credit evaluation, payment may be due in arrears. Because the timing of the delivery of our services typically differs from the timing of customer payments, the Company recognizes either a contract asset (we perform either fully or partially under the contract but a contingency remains) or a contract liability (upfront customer payments precede our performance, resulting in deferred revenue). Amounts recorded as contract assets are reclassified to fees receivable when all of the outstanding conditions have been resolved and our right to payment becomes unconditional. Contracts with payments due in arrears are also recognized as fees receivable. As our contractual performance obligations are satisfied over time or at a point in time, the Company correspondingly relieves its contract liabilities and records the associated revenue.

The table below provides information regarding certain of the Company's balance sheet accounts that pertain to its contracts with customers, excluding held-for-sale businesses (in thousands):

	December 31,	
	2018	2017
<b>Assets:</b>		
Fees receivable, gross (1)	\$ 1,262,818	\$ 1,162,871
Contract assets (2)	\$ 26,119	\$ 26,672
<b>Contract liabilities:</b>		
Deferred revenues (current liability) (3)	\$ 1,745,244	\$ 1,630,198
Non-current deferred revenues (3)	21,194	16,205
Total contract liabilities	\$ 1,766,438	\$ 1,646,403

(1) Fees receivable represent the unconditional right of payment from our customers and include both billed and unbilled amounts.

(2) Contract assets represent recognized revenue for which we do not have an unconditional right to payment as of the balance sheet date because the project may be subject to a progress billing milestone or some other billing restriction. In the accompanying Consolidated Balance Sheets, contract assets are recorded in Prepaid expenses and other current assets as of December 31, 2018 and Fees receivable, net as of December 31, 2017.

(3) Deferred revenues represent amounts (i) for which the Company has received an upfront customer payment or (ii) that pertain to recognized fees receivable. Both situations occur before the completion of our performance obligation(s).

During 2018, the Company recognized \$1,287.8 million of revenue that was attributable to deferred revenues that were recorded at December 31, 2017. That amount primarily consisted of (i) Research and Other revenues that were recognized ratably as control of the goods or services passed to the customer and (ii) Conferences revenue pertaining to conferences that occurred during the reporting period. In 2018, the Company recorded no material impairments related to its contract assets. In the normal course of business, the Company does not recognize revenues from performance obligations satisfied in prior periods.

#### *Allowance for Losses and the Revenue Reserve*

As of December 31, 2017, the Company maintained an allowance for losses that included a bad debt allowance and a revenue reserve. Provisions to the Company's allowance for losses were charged against earnings as either a reduction in revenues or an increase in expense. Effective with the adoption of ASU No. 2014-09 on January 1, 2018, the allowance for losses, which is classified as an offset to the gross amount of fees receivable, and the related charge against earnings (i.e., bad debt expense) is now comprised solely of estimated uncollectible fees receivable due to credit and other associated risks. The revenue reserve previously reported as part of the allowance for losses has been reclassified and is now reported as a liability in accordance with ASU No. 2014-09.

The revenue reserve is maintained for amounts deemed to be uncollectible for reasons other than bad debt. When determining the amount of the revenue reserve, the Company uses an expected-value method that is based on current estimates and a portfolio of data from its historical experience. Due to the common characteristics and similar attributes of our customers and contracts, which provide relevant and predictive evidence about our projected future liability, an expected-value method is reasonable and appropriate. However, the determination of the revenue reserve is inherently judgmental and requires the use of certain estimates. Changes in estimates are recorded in the period that they are identified. As of December 31, 2018, the revenue reserve balance was \$7.4 million and adjustments to the account in 2018 were not significant.

The allowance for losses for bad debts is based on historical loss experience, an assessment of current economic conditions, the aging of outstanding receivables, the financial health of specific clients and probable losses. This evaluation is inherently judgmental and requires the use of estimates. The allowance for losses for bad debts is periodically re-evaluated and adjusted as more information about the ultimate collectability of fees receivable becomes available. Circumstances that could cause such allowance for losses to increase include changes in our clients' liquidity and credit quality, other factors negatively impacting our clients' ability to pay their obligations as they come due, and the effectiveness of our collection efforts.

### *Costs of obtaining and fulfilling a customer contract*

Upon the signing of a customer contract, the Company capitalizes the related commission as a recoverable direct incremental cost of obtaining the underlying contract and records a corresponding commission payable. No other amounts are capitalized as a cost of obtaining or fulfilling a customer contract because no expenditures have been identified that meet the requisite capitalization criteria. For Research, Consulting and Other, we generally use the straight-line method of amortization for deferred commissions over a period that is based on the projected recoverability for such costs, using factors such as the underlying contract period, the timing of when the corresponding revenues will be earned and the anticipated term of the engagement. For Conferences, deferred commissions are expensed during the period when the related conference occurs.

Under all circumstances, deferred commissions are amortized over a period that does not exceed one year. During 2018, 2017 and 2016, such amortization expense was \$304.8 million, \$230.5 million and \$180.2 million, respectively, and was included in SG&A expense in the accompanying Consolidated Statements of Operations. The Company recorded no material impairments of its deferred commissions during the three-year period ended December 31, 2018.

*Accounting standards issued but not yet adopted.* The FASB has issued accounting standards that had not yet become effective as of December 31, 2018 and may impact the Company's consolidated financial statements or related disclosures in future periods. Those standards and their potential impact are discussed below.

### *Accounting standards effective in 2019*

*Targeted Improvements to Accounting for Hedging Activities* — In August 2017, the FASB issued ASU No. 2017-12, " *Derivatives and Hedging*" ("ASU No. 2017-12"). ASU No. 2017-12 is intended to improve the financial reporting of hedging relationships to better portray the economic results of an entity's risk management activities in its financial statements. In addition to that main objective, the standard makes certain targeted improvements to simplify the application of hedge accounting guidance in current U.S. GAAP. On January 1, 2019, the Company adopted ASU No. 2017-12. The adoption of ASU No. 2017-12 had no impact on the Company's consolidated financial statements.

*Leases* — In February 2016, the FASB issued ASU No. 2016-02, " *Leases*, " as amended ("ASU No. 2016-02"), which substantively modifies the accounting and disclosure requirements for lease arrangements. U.S. GAAP prior to the issuance of ASU No. 2016-02 provided that lease arrangements meeting certain criteria were not recorded on an entity's balance sheet. ASU No. 2016-02 significantly changed the accounting for leases because a right-of-use ("ROU") model is now used whereby a lessee must record an ROU asset and a lease liability on its balance sheet for most of its leases. Under ASU No. 2016-02, leases are classified as either operating or financing arrangements, with such classification affecting the pattern of expense recognition in an entity's income statement. ASU No. 2016-02 also requires significantly expanded disclosures to meet the objective of enabling users of financial statements to assess the amount, timing and uncertainty of cash flows related to leases.

The Company adopted ASU No. 2016-02 on January 1, 2019 using a modified retrospective approach. We elected to use an available practical expedient that is permitted under ASU No. 2016-02 to record the required cumulative effect adjustments to the opening balance sheet in the period of adoption rather than in the earliest comparative period presented. As such, the Company's historical consolidated financial statements will not be restated. Certain other permitted practical expedients were used by the Company upon adoption of the standard, including: (i) combining lease and nonlease components as a single lease component for purposes of the recognition and measurement requirements under ASU No. 2016-02; (ii) not reassessing a lease arrangement to determine if its classification should be changed under ASU No. 2016-02; and (iii) not reassessing initial direct costs for leases that were in existence on January 1, 2019.

On adoption effective January 1, 2019, ASU No. 2016-02 will materially impact our consolidated balance sheets in the future because application of the ROU model yields a significant increase in both our assets and liabilities from our lease arrangements (all of which are operating leases) that have not previously been recorded on the Company's consolidated balance sheets. We currently expect that the adoption of the standard will result in the recognition of operating lease liabilities ranging from \$835.0 million to \$855.0 million based on the present value of the Company's remaining minimum lease payments, while the corresponding ROU assets will range from \$637.0 million to \$657.0 million. The Company's consolidated statements of operations, stockholders' equity and cash flows will not be materially impacted by the adoption of the standard. The Company will provide the required disclosures under the standard in its Form 10-Q filing for the quarterly period ending March 31, 2019.

*Implementation Costs in a Cloud Computing Arrangement* — In August 2018, the FASB issued ASU No. 2018-15, "Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract" ("ASU No. 2018-15"). ASU No. 2018-15 aligns the requirements for capitalizing implementation costs incurred in a cloud computing arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. Costs that are capitalized under ASU No. 2018-15 will be expensed over the term of the cloud computing arrangement. ASU No. 2018-15 is effective for Gartner on January 1, 2020, with early adoption permitted. ASU No. 2018-15 may be adopted using either a retroactive or prospective method. The adoption of ASU No. 2018-15 is currently not expected to have a material impact on the Company's consolidated financial statements.

*Defined Benefit Plan Disclosures* — In August 2018, the FASB issued ASU No. 2018-14, "Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans" ("ASU No. 2018-14"). ASU No. 2018-14, which is part of the FASB's broader disclosure framework project, modifies and supplements the current U.S. GAAP annual disclosure requirements for employers that sponsor defined benefit pension plans. ASU No. 2018-14 is effective for Gartner for the year ending December 31, 2020, with early adoption permitted. ASU No. 2018-14 must be adopted on a retroactive basis and applied to each comparative period presented in an entity's financial statements. We are evaluating the potential impact of adopting ASU No. 2018-14; however, we do not currently expect it to have a material impact on the Company's consolidated financial statements.

*Fair Value Measurement Disclosures* — In August 2018, the FASB issued ASU No. 2018-13, "Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement" ("ASU No. 2018-13"). ASU No. 2018-13, which is part of the FASB's broader disclosure framework project, modifies and supplements the current U.S. GAAP disclosure requirements pertaining to fair value measurements, with an emphasis on Level 3 disclosures of the valuation hierarchy. ASU No. 2018-13 is effective for Gartner on January 1, 2020, with early adoption permitted. The adoption of ASU No. 2018-13 is currently not expected to have a material impact on the Company's consolidated financial statements.

*Goodwill Impairment* — In January 2017, the FASB issued ASU No. 2017-04, "Intangibles—Goodwill and Other - Simplifying the Test for Goodwill Impairment" ("ASU No. 2017-04"). ASU No. 2017-04 simplifies the determination of the amount of goodwill to be potentially charged off by eliminating Step 2 of the goodwill impairment test under current U.S. GAAP. ASU No. 2017-04 is effective for Gartner on January 1, 2020. The adoption of ASU No. 2017-04 is currently not expected to have a material impact on the Company's consolidated financial statements.

*Financial Instrument Credit Losses* — In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments—Credit Losses" ("ASU No. 2016-13"). ASU No. 2016-13 amends the current financial instrument impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including trade receivables. ASU No. 2016-13 is effective for Gartner on January 1, 2020, with early adoption permitted. We are currently evaluating the potential impact of ASU No. 2016-13 on our consolidated financial statements.

The FASB continues to work on a number of other significant accounting standards which, if issued, could materially impact the Company's accounting policies and disclosures in future periods. As these standards have not yet been issued, the effective dates and potential impact are unknown.

## 2 — ACQUISITIONS AND DIVESTITURES

The Company accounts for business acquisitions in accordance with the acquisition method of accounting as prescribed by FASB ASC Topic 805, Business Combinations. The acquisition method of accounting requires the Company to record the net assets and liabilities acquired based on their estimated fair values as of the acquisition date, with any excess of the consideration transferred over the estimated fair value of the net assets acquired, including identifiable intangible assets, to be recorded to goodwill. Under the acquisition method, the operating results of acquired companies are included in the Company's consolidated financial statements beginning on the date of acquisition.

The Company recognized \$107.2 million, \$158.5 million and \$42.6 million of acquisition and integration charges in 2018, 2017 and 2016, respectively. Acquisition and integration charges reflect additional costs and expenses resulting from our acquisitions and include, among other items, professional fees, severance, stock-based compensation charges and accruals for exit costs for certain acquisition-related office space in Arlington, Virginia that the Company does not intend to occupy. During 2018, exit costs represented the single largest component of our acquisition and integration charges.

The table below presents a summary of the activity related to our accrual for exit costs at all of our facilities for the years ended December 31, 2018 and 2017 (in thousands). There was no such activity in 2016.

	2018	2017
Liability balance at beginning of the period	\$ 12,961	\$ —
Charges and adjustments, net (1)	69,790	13,087
Payments, net of \$2,515 in sublease rent during 2018	(26,087)	(126)
Liability balance at end of the period (2)	<u>\$ 56,664</u>	<u>\$ 12,961</u>

- (1) During 2018, the Company recognized \$7.5 million of expense for changes in the original estimates of its exit cost obligations. The corresponding amount for 2017 was a benefit of \$10.1 million .
- (2) In total, we estimate that the Company will make net cash payments of approximately \$90.6 million for exit costs in connection with the activities described herein. Through December 31, 2018, in the aggregate, we have expensed \$82.9 million and had net cash outlays of \$26.2 million related to such activities.

### Acquisitions

The Company did not have any business acquisitions in 2018.

### 2017

#### CEB

On April 5, 2017, the Company acquired 100% of the outstanding capital stock of CEB for an aggregate purchase price of \$3.5 billion . The consideration transferred by Gartner included approximately \$2.7 billion in cash and \$818.7 million in fair value of Gartner common shares. CEB was a publicly-held company headquartered in Arlington, Virginia with approximately 4,900 employees. CEB's primary business was to serve as a leading provider of subscription-based, best practice research and analysis focusing on human resources, sales, finance, IT, and legal. CEB served executives and professionals at corporate and middle market institutions in over 70 countries.

#### L2

On March 9, 2017 , the Company acquired 100% of the outstanding capital stock of L2, a privately-held firm based in New York City with 150 employees, for an aggregate purchase price of \$134.2 million . L2 is a subscription-based research business that benchmarks the digital performance of brands.

#### Total consideration transferred

The following table summarizes the aggregate consideration paid for these acquisitions during 2017 (in thousands):

<b>Aggregate consideration (1):</b>	<b>CEB</b>	<b>L2</b>	<b>Total</b>
Cash paid at close (2), (3)	\$ 2,687,704	\$ 134,199	\$ 2,821,903
Additional cash paid (2)	12,465	—	12,465
Fair value of Gartner equity (4)	818,660	—	818,660
<b>Total</b>	<u>\$ 3,518,829</u>	<u>\$ 134,199</u>	<u>\$ 3,653,028</u>

- (1) Includes the total consideration transferred for 100% of the outstanding capital stock of the acquired businesses.
- (2) The cash paid at close represents the gross contractual amount paid. The Company paid the additional \$12.5 million in cash in third quarter 2017. Net of cash acquired and for cash flow reporting purposes, the Company paid a total of approximately \$2.64 billion in cash for acquisitions in 2017.
- (3) The Company borrowed a total of approximately \$2.8 billion in conjunction with the CEB acquisition (see Note 5 — Debt for additional information).
- (4) Consists of the fair value of (i) Gartner common stock issued (see Note 7 — Stockholders' Equity for additional information) and (ii) stock-based compensation replacement awards.

### Allocation of Purchase Price

The following table summarizes the allocation of the purchase price to the fair value of the assets acquired and liabilities assumed for the acquisitions of L2 and CEB (in thousands):

	CEB (3)	L2 (4)	Total
<b>Assets:</b>			
Cash	\$ 194,706	\$ 4,852	\$ 199,558
Fees receivable	175,440	8,277	183,717
Prepaid expenses and other current assets	53,610	1,167	54,777
Property, equipment and leasehold improvements	51,399	663	52,062
Goodwill (1)	2,349,589	108,202	2,457,791
Finite-lived intangible assets (2)	1,584,300	15,890	1,600,190
Other assets	66,818	13,067	79,885
<b>Total assets</b>	<b>4,475,862</b>	<b>152,118</b>	<b>4,627,980</b>
<b>Liabilities:</b>			
Accounts payable and accrued liabilities	142,134	3,050	145,184
Deferred revenues (current)	246,472	13,200	259,672
Other liabilities	568,427	1,669	570,096
<b>Total liabilities</b>	<b>957,033</b>	<b>17,919</b>	<b>974,952</b>
<b>Net assets acquired</b>	<b>\$ 3,518,829</b>	<b>\$ 134,199</b>	<b>\$ 3,653,028</b>

- (1) The Company believes the goodwill resulting from the acquisitions is supportable based on anticipated synergies. For CEB, among the factors contributing to the anticipated synergies are a broader market presence, expanded product offerings and market opportunities, and an acceleration of CEB's growth by leveraging Gartner's global infrastructure and best practices in sales productivity and other areas. None of the recorded goodwill is expected to be deductible for tax purposes.
- (2) All of the acquired intangible assets are finite-lived. The determination of the fair value of the finite-lived intangible assets required management judgment and the consideration of a number of factors. In determining the fair values, management primarily relied on income valuation methodologies, in particular discounted cash flow models. The use of discounted cash flow models required the use of estimates, significant among them projected cash flows related to the particular asset; the useful lives of the particular assets; the selection of royalty and discount rates used in the models; and certain published industry benchmark data. In establishing the estimated useful lives of the finite-lived intangible assets, the Company relied on both internally-generated data for similar assets as well as certain published industry benchmark data. We believe the values we have assigned to the finite-lived intangible assets are both reasonable and supportable.
- (3) The Company's financial statements include the operating results of CEB beginning on April 5, 2017, the date of acquisition. CEB's operating results and the related goodwill are being reported as part of the Company's Research, Conferences and Other segments. Had the Company acquired CEB in prior periods, the impact to the Company's operating results would have been material, and as a result the following pro forma consolidated financial information is presented as if CEB had been acquired by the Company on January 1, 2016 (in thousands, except per share amounts):

	Twelve Months Ended	
	December 31,	
	2017	2016
Pro forma total revenue	\$ 3,726,470	\$ 3,183,070
Pro forma net income (loss)	150,167	(241,423)
Pro forma basic and diluted income (loss) per share	\$ 1.66	\$ (2.68)

The pro forma results have been prepared in accordance with U.S. GAAP and include the following pro forma adjustments:

- An increase in interest expense and amortization of debt issuance costs related to the financing of the CEB acquisition. Note 5 — Debt provides further information regarding the Company's borrowings related to the CEB acquisition.
  - A change in revenue as a result of the required fair value adjustment to deferred revenue.
  - An adjustment for additional depreciation and amortization expense as a result of the purchase price allocation for finite-lived intangible assets and property, equipment, and leasehold improvements.
- (4) The Company's financial statements include the operating results of L2 beginning on March 9, 2017, the acquisition date. L2's operating results were not material to the Company's consolidated operating and segment results for 2017. Had the Company acquired L2 in prior periods, the impact to the Company's operating results would not have been material, and as

a result pro forma financial information for L2 for prior periods has not been presented. L2's operating results and the related goodwill are being reported as part of the Company's Research segment.

## 2016

On November 9, 2016, the Company acquired 100% of the outstanding capital stock of Machina Research Limited ("Machina"), a privately-held firm based in London with 16 employees. The Company paid approximately \$4.5 million in cash at close. Machina provides clients with subscription-based research that provides strategic insight and market intelligence in areas such as IOT ("internet of things").

On June 28, 2016, the Company acquired 100% of the outstanding capital stock of Newco 5CL Limited (which operates under the trade name "SCM World"), a privately-held firm based in London with 60 employees, for \$34.2 million in cash paid at close. SCM World is a leading cross-industry peer network and learning community providing subscription-based research and conferences for supply chain executives. Net of cash acquired with the business and for cash flow reporting purposes, the Company paid approximately \$27.9 million in cash for SCM World. The acquisition of SCM World also included an earn-out provision. The fair value of the earn-out was recorded on the acquisition date as part of the cost of the acquisition and was subsequently adjusted with a charge against earnings.

The Company recorded \$32.4 million of goodwill and \$5.9 million of amortizable intangible assets for these two acquisitions and an immaterial amount of other assets on a net basis. The operating results and the related goodwill are reported as part of the Company's Research and Conferences segments. The Company also recorded an additional \$1.9 million of additional goodwill in 2016 related to a prior year acquisition.

### *Divestitures*

During 2018, the Company completed the divestiture of all three of the non-core businesses comprising its Other segment, all of which were acquired in the CEB acquisition in April 2017. These three businesses contributed approximately \$97.3 million of revenue and \$60.5 million of gross contribution in 2018. The Company used the cash proceeds from these divestitures to pay down outstanding debt.

Additional information regarding the Other segment divestitures is provided below:

#### *CEB Challenger training business*

On August 31, 2018, the Company sold its CEB Challenger training business for \$119.1 million and realized approximately \$116.0 million in cash, which is net of working capital adjustments and certain closing costs. The Company recorded a pretax gain on the sale of approximately \$8.3 million.

#### *CEB Workforce Survey and Analytics business*

On May 1, 2018, the Company sold its CEB Workforce Survey and Analytics business for \$28.0 million and realized approximately \$26.4 million in cash, which is net of certain closing expenses. The Company recorded a pretax gain on the sale of approximately \$8.8 million.

#### *CEB Talent Assessment business*

On April 3, 2018, the Company sold its CEB Talent Assessment business for \$403.0 million and realized approximately \$375.8 million in cash from the sale, which is net of cash transferred with the business and certain closing expenses. The Company recorded a pretax gain of approximately \$15.5 million on the sale.

#### *Other asset sales*

During 2018, the Company also received \$8.6 million in cash proceeds as well as other consideration and recorded a net pretax gain of approximately \$12.8 million from the sale of certain non-core assets acquired in the CEB transaction. This includes the October 31, 2018 sale of a small Research segment product called Metrics That Matter.

### 3 — OTHER ASSETS

Other assets consist of the following (in thousands):

	December 31,	
	2018	2017
Benefit plan-related assets	\$ 75,653	\$ 97,525
Non-current deferred tax assets	34,494	31,067
Other	46,222	65,150
Total other assets	\$ 156,369	\$ 193,742

### 4 — ACCOUNTS PAYABLE, ACCRUED, AND OTHER LIABILITIES

Accounts payable and accrued liabilities consist of the following (in thousands):

	December 31,	
	2018	2017
Accounts payable	\$ 37,508	\$ 49,000
Payroll and employee benefits payable	143,803	120,278
Severance and retention bonus payable	28,292	44,685
Bonus payable	170,719	162,710
Commissions payable	126,844	108,969
Taxes payable	19,725	46,758
Other accrued liabilities	183,222	134,421
Total accounts payable and accrued liabilities	\$ 710,113	\$ 666,821

Other liabilities consist of the following (in thousands):

	December 31,	
	2018	2017
Non-current deferred revenue	\$ 21,194	\$ 16,205
Long-term taxes payable	66,304	66,386
Benefit plan-related liabilities	96,033	118,868
Lease-related matters	165,374	115,840
Non-current deferred tax liabilities	214,687	206,338
Other	50,081	54,362
Total other liabilities	\$ 613,673	\$ 577,999

### 5 — DEBT

#### *2016 Credit Agreement*

The Company entered into a term loan and revolving credit facility on June 17, 2016 (the "2016 Credit Agreement"). As discussed below, the 2016 Credit Agreement was amended three times during 2017 in conjunction with the acquisition of CEB. The 2016 Credit Agreement, as amended, provided for a \$1.5 billion Term loan A facility, a \$500.0 million Term loan B facility and a \$1.2 billion revolving credit facility. The 2016 Credit Agreement contains certain customary restrictive loan covenants, including, among others, financial covenants that apply a maximum leverage ratio and a minimum interest expense coverage ratio, and covenants limiting Gartner's ability to incur indebtedness, grant liens, make acquisitions, merge, dispose of assets, pay dividends, repurchase stock, make investments and enter into certain transactions with affiliates. The Company was in full compliance with the covenants as of December 31, 2018.

In 2017 the Company borrowed a total of approximately \$2.8 billion for the CEB acquisition. The Company borrowed \$1.675 billion under the 2016 Credit Agreement, which consisted of \$900.0 million under an increased Term loan A facility, \$500.0 million

under a new Term loan B facility and \$275.0 million on an existing revolving credit facility. The \$1.675 billion drawn under the 2016 Credit Agreement, along with the funds raised through the issuance of \$800.0 million Senior Notes and a \$300.0 million 364 -day Bridge Credit Facility, were used to fund the CEB acquisition and related costs. The funds borrowed under the 364 -day Bridge Credit Facility were completely repaid during 2017 and the borrowings under the Term loan B facility were completely repaid during 2018.

On January 20, 2017, the Company entered into a first amendment to the 2016 Credit Agreement, which was entered into to permit the acquisition of CEB and the incurrence of additional debt to finance, in part, the acquisition and repay certain debt of CEB, and to modify certain covenants. On March 20, 2017, the Company entered into a second amendment to the 2016 Credit Agreement. The second amendment was also entered into in connection with the acquisition of CEB and was executed primarily to extend the maturity date of the Term loan A facility and the revolving credit facility through March 20, 2022 and to revise the interest rate and amortization schedule. On April 5, 2017, in conjunction with the closing of the CEB acquisition, the Company entered into a third amendment to the 2016 Credit Agreement, which increased the aggregate principal amount of the existing Term loan A facility by \$900.0 million and added the Term loan B facility in an aggregate principal amount of \$500.0 million .

The Term loan A facility is being repaid in 16 consecutive quarterly installments that commenced on June 30, 2017, plus a final payment to be made on March 20, 2022. The additional amount drawn under the Term loan A facility during 2017 has the same maturity date and is subject to the same interest, repayment terms, amortization schedules, representations and warranties, affirmative and negative covenants and events of default as the amounts outstanding under such facility prior to entry by the Company into the third amendment. The revolving credit facility may be borrowed, repaid, and re-borrowed through March 20, 2022, at which time all amounts must be repaid. Amounts borrowed under the Term loan A facility and the revolving credit facility bear interest at a rate equal to, at the Company's option, either:

(i) the greatest of: (x) the Administrative Agent's prime rate; (y) the rate calculated by the New York Federal Reserve Bank for federal funds transactions plus 1/2 of 1% ; and (z) the eurodollar rate (adjusted for statutory reserves) plus 1% , in each case plus a margin equal to between 0.125% and 1.50% , depending on Gartner's consolidated leverage ratio as of the end of the four consecutive fiscal quarters most recently ended; or

(ii) the eurodollar rate (adjusted for statutory reserves) plus a margin equal to between 1.125% and 2.50% , depending on Gartner's leverage ratio as of the end of the four consecutive fiscal quarters most recently ended.

During 2018 the Company repaid the entire \$496.3 million outstanding under the Term loan B facility. The Term loan B facility was scheduled to mature on April 5, 2024 and the amounts outstanding thereunder bore interest at a rate per annum equal to, at the option of Gartner, (i) adjusted LIBOR plus 2.00% or (ii) an alternate base rate plus 1.00% .

#### *364 -day Bridge Credit Facility*

On April 5, 2017, the Company entered into a senior unsecured 364 -day Bridge Credit Facility in an aggregate principal amount of \$300.0 million , which was immediately drawn down to fund a portion of the purchase price associated with the CEB acquisition. The Company repaid the entire \$300.0 million of the 364 -day Bridge Credit Facility during 2017.

#### *Senior Notes*

On March 30, 2017 , the Company issued \$800.0 million aggregate principal amount of 5.125% Senior Notes due 2025 (the "Senior Notes"). The proceeds of the Senior Notes were used to fund a portion of the purchase price associated with the CEB acquisition.

The Senior Notes were issued at an issue price of 100.0% and bear interest at a fixed rate of 5.125% per annum. Interest on the Senior Notes is payable on April 1 and October 1 of each year. The Senior Notes mature on April 1, 2025. The Company may redeem some or all of the Senior Notes at any time on or after April 1, 2020 for cash at the redemption prices set forth in the Note Indenture, plus accrued and unpaid interest to, but not including, the redemption date. Prior to April 1, 2020, the Company may redeem up to 40% of the aggregate principal amount of the Senior Notes with the proceeds of certain equity offerings at a redemption price of 105.125% plus accrued and unpaid interest to, but not including, the redemption date. In addition, the Company may redeem some or all of the Senior Notes prior to April 1, 2020 at a redemption price of 100% of the principal amount of the Senior Notes plus accrued and unpaid interest to, but not including, the redemption date, plus a "make-whole" premium. If the Company experiences certain kinds of changes of control, it will be required to offer to purchase the Senior Notes at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest.

The Senior Notes are the Company's general unsecured senior obligations, and are effectively subordinated to all of the Company's existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness, structurally

subordinated to all existing and future indebtedness and other liabilities of the Company's non-guarantor subsidiaries, equal in right of payment to all of the Company's and Company's guarantor subsidiaries' existing and future senior indebtedness and senior in right of payment to all of the Company's future subordinated indebtedness, if any.

### Outstanding Borrowings

The following table summarizes the Company's total outstanding borrowings (in thousands):

Description:	December 31,	
	2018	2017
2016 Credit Agreement - Term loan A facility (1)	\$ 1,355,062	\$ 1,429,312
2016 Credit Agreement - Term loan B facility (2)	—	496,250
2016 Credit Agreement - Revolving credit facility (1), (3)	155,000	595,000
Senior notes (4)	800,000	800,000
Other (5)	2,030	2,500
Principal amount outstanding (6), (7)	2,312,092	3,323,062
Less: deferred financing fees (8)	(30,405)	(44,217)
Net balance sheet carrying amount	\$ 2,281,687	\$ 3,278,845

- (1) The contractual annualized interest rate as of December 31, 2018 on the Term loan A facility and the revolving credit facility was 4.02% , which consisted of a floating eurodollar base rate of 2.52% plus a margin of 1.50% . However, the Company has interest rate swap contracts that effectively convert the floating eurodollar base rates on amounts outstanding to a fixed base rate.
- (2) The Term loan B facility was completely repaid in 2018.
- (3) The Company had \$1.0 billion of available borrowing capacity on the revolver (not including the expansion feature) as of December 31, 2018 .
- (4) Consists of \$800.0 million principal amount of Senior Notes outstanding. The Senior Notes pay a fixed rate of 5.125% and mature on April 1, 2025.
- (5) Consists of a State of Connecticut economic development loan with a 3.00% fixed rate of interest. The loan was originated in 2012 and has a 10 year maturity. The loan may be repaid at any time by the Company without penalty.
- (6) The weighted average annual effective rate on the Company's total debt outstanding for 2018 , including the effects of its interest rate swaps discussed below, was 4.17% .
- (7) The contractual due dates of principal amounts by year on the debt outstanding as of December 31, 2018 were as follows: \$102.6 million in 2019; \$139.7 million in 2020; \$37.6 million in 2021; \$1.23 billion in 2022; and \$800.0 million in 2025.
- (8) Deferred financing fees are being amortized to Interest expense over the term of the related debt obligation. The Company wrote off approximately \$6.9 million of deferred financing fees in 2018 related to the repayment of the Term loan B facility. During 2017, the Company paid \$51.2 million in additional deferred financing fees and recorded a charge of approximately \$6.1 million for the write-off of deferred financing fees related to the prior financing arrangement.

### Interest Rate Swaps

The Company has five active fixed-for-floating interest rate swap contracts with a total notional value of \$1.4 billion that mature through 2022. The Company designates the swaps as accounting hedges of the forecasted interest payments on \$1.4 billion of the Company's variable-rate borrowings. The Company pays base fixed rates on these swaps ranging from 1.53% to 2.13% and in return receives a floating eurodollar base rate on 30 -day notional borrowings. The Company has also entered into two additional forward-starting, fixed-for-floating interest rate swap contracts with a combined notional value of \$700.0 million that will hedge a portion of the Company's variable-rate borrowings upon the maturity of three of the currently active swap contracts in late 2019.

The Company accounts for the interest rate swap contracts as cash flow hedges in accordance with FASB ASC Topic 815. Since the swaps hedge forecasted interest payments, changes in the fair value of the swaps are recorded in accumulated other comprehensive income (loss), a component of equity, as long as the swaps continue to be highly effective hedges of the designated interest rate risk. Any ineffective portion of a change in the fair value of the hedges is recorded in earnings. All of the Company's swaps were considered highly effective hedges of the forecasted interest payments as of both December 31, 2018 and 2017. The interest rate swaps had a net negative fair value (liability) of \$10.7 million as of December 31, 2018 and a net positive fair value (asset) of \$3.4 million as of December 31, 2017. Such amounts were deferred and recorded in Accumulated other comprehensive (loss) income, net of tax effect.

## 6 — COMMITMENTS AND CONTINGENCIES

*Contractual Lease Commitments.* The Company leases various facilities, computer and office equipment, furniture, and other assets under non-cancelable operating lease agreements expiring between 2019 and 2038 . Future minimum annual cash payments under those operating lease agreements as of December 31, 2018 were as follows (in thousands):

**Year ended December 31,**

2019	\$	130,991
2020		121,802
2021		118,945
2022		111,117
2023		106,113
Thereafter		689,360
Total minimum lease payments (1)	\$	<u>1,278,328</u>

(1) Excludes approximately \$372.0 million of sublease income.

*Legal Matters.* The Company is involved in legal proceedings and litigation arising in the ordinary course of business. We believe that the potential liability, if any, in excess of amounts already accrued from all proceedings, claims and litigation will not have a material effect on our financial position, cash flows or results of operations when resolved in a future period.

*Indemnifications.* The Company has various agreements that may obligate us to indemnify the other party with respect to certain matters. Generally, these indemnification clauses are included in contracts arising in the normal course of business under which we customarily agree to hold the other party harmless against losses arising from a breach of representations related to such matters as title to assets sold and licensed or certain intellectual property rights. It is not possible to predict the maximum potential amount of future payments under these indemnification agreements due to the conditional nature of the Company's obligations and the unique facts of each particular agreement. Historically, payments made by us under these agreements have not been material. As of December 31, 2018, the Company did not have any material payment obligations under any such indemnification agreements.

## 7 — STOCKHOLDERS' EQUITY

*Common stock.* Holders of Gartner's Common Stock, par value \$.0005 per share ("Common Stock") are entitled to one vote per share on all matters to be voted by stockholders. The Company does not currently pay cash dividends on its Common Stock. Also, our 2016 Credit Agreement contains a negative covenant that may limit our ability to pay dividends. The following table summarizes transactions relating to our Common Stock for the three years ended December 31, 2018:

	Issued Shares	Treasury Stock Shares
Balance at December 31, 2015	156,234,415	73,896,245
Issuances under stock plans	—	(923,696)
Purchases for treasury (1)	—	610,623
Balance at December 31, 2016	156,234,415	73,583,172
Issued in connection with the acquisition of CEB	7,367,652	—
Issuances under stock plans	—	(1,186,150)
Purchases for treasury (1)	—	382,183
Balance at December 31, 2017	163,602,067	72,779,205
Issuances under stock plans	—	(933,246)
Purchases for treasury (1), (2)	—	2,054,018
Balance at December 31, 2018	163,602,067	73,899,977

(1) The Company used a total of \$260.8 million, \$41.3 million and \$59.0 million in cash for share repurchases in 2018, 2017 and 2016, respectively.

(2) The number of shares repurchased in 2018 includes shares repurchased in December 2018 that settled in January 2019.

*Share Issuance Related to the Acquisition of CEB.* On April 5, 2017, the Company issued 7.4 million of its common shares at a fair value of \$109.65 per common share as part of the consideration for the CEB acquisition. Note 2 — Acquisitions and Divestitures provides additional information regarding the CEB acquisition. The fair value of the Company's common stock was determined based on an average of the high and low prices of the common stock as reported by the New York Stock Exchange on April 5, 2017, the date of the acquisition.

*Share repurchase authorization.* The Company has a \$1.2 billion board authorization adopted in May 2015 to repurchase the Company's common stock, of which \$0.9 billion remained available as of December 31, 2018. The Company may repurchase its common stock from time-to-time in amounts, at prices and in the manner that the Company deems appropriate, subject to the availability of stock, prevailing market conditions, the trading price of the stock, the Company's financial performance and other conditions. Repurchases may be made through open market purchases (which may include repurchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended), accelerated share repurchases, private transactions or other transactions and will be funded from cash on hand and borrowings under our 2016 Credit Agreement.

*Accumulated Other Comprehensive Income (Loss), Net.* The following tables disclose information about changes in Accumulated Other Comprehensive Income (Loss) ("AOCI/L") by component and the related amounts reclassified out of AOCI/L to income during the years indicated (net of tax, in thousands) (1):

## 2018

	Interest Rate Swaps	Defined Benefit Pension Plans	Foreign Currency Translation Adjustments	Total
Balance - December 31, 2017	\$ 2,483	\$ (5,861)	\$ 4,886	\$ 1,508
Adoption of ASU No. 2018-02 (2)	591	—	—	591
Other comprehensive income (loss) activity during the period:				
Change in AOCI/L before reclassifications to income	(9,447)	—	29,066	19,619
Reclassifications from AOCI/L to income (3), (4), (5)	(1,397)	123	(60,311)	(61,585)
Other comprehensive income (loss) for the period	(10,844)	123	(31,245)	(41,966)
Balance - December 31, 2018	\$ (7,770)	\$ (5,738)	\$ (26,359)	\$ (39,867)

## 2017

	Interest Rate Swaps	Defined Benefit Pension Plans	Foreign Currency Translation Adjustments	Total
Balance - December 31, 2016	\$ (1,409)	\$ (5,797)	\$ (42,477)	\$ (49,683)
Other comprehensive income (loss) activity during the period:				
Change in AOCI/L before reclassifications to income	(1,492)	—	47,363	45,871
Reclassifications from AOCI/L to income (3), (4)	5,384	(64)	—	5,320
Other comprehensive income (loss) for the period	3,892	(64)	47,363	51,191
Balance - December 31, 2017	\$ 2,483	\$ (5,861)	\$ 4,886	\$ 1,508

(1) Amounts in parentheses represent debits (deferred losses).

(2) See Note 1 - Business and Significant Accounting Policies for additional information regarding the Company's adoption of ASU No. 2018-02.

(3) The reclassifications related to interest rate swaps (cash flow hedges) were recorded in Interest expense, net of tax effect. See Note 11 – Derivatives and Hedging for information regarding the hedges.

(4) The reclassifications related to defined benefit pension plans were primarily recorded in Selling, general and administrative expense, net of tax effect. See Note 13 – Employee Benefits for information regarding the Company's defined benefit pension plans.

(5) The reclassification related to foreign currency translation adjustments in 2018 was recorded in Gain from divested operations. See Note 2 – Acquisitions and Divestitures for information regarding our divestitures in 2018.

## 8 — STOCK-BASED COMPENSATION

The Company grants stock-based compensation awards as an incentive for employees and directors to contribute to the Company's long-term success. The Company currently awards stock-settled stock appreciation rights, service-based and performance-based restricted stock units, and common stock equivalents. As of December 31, 2018, the Company had 4.9 million shares of its common stock, par value \$.0005 per share, (the "Common Stock") available for stock-based compensation awards under its 2014 Long-Term Incentive Plan.

The Company accounts for stock-based compensation awards in accordance with FASB ASC Topics 505 and 718 and SEC Staff Accounting Bulletins No. 107 and No. 110. Stock-based compensation expense for equity awards is based on the fair value of the award on the date of grant. The Company recognizes stock-based compensation expense over the period that the related service is performed, which is generally the same as the vesting period of the underlying award. Currently, the Company issues treasury shares upon the exercise, release or settlement of stock-based compensation awards.

Determining the appropriate fair value model and calculating the fair value of stock-based compensation awards requires the use of certain subjective assumptions, including the expected life of a stock-based compensation award and Common Stock price volatility. In addition, determining the appropriate periodic stock-based compensation expense requires management to estimate the likelihood of the achievement of certain performance targets. The assumptions used in calculating the fair values of stock-based compensation awards and the related periodic expense represent management's best estimates, which involve inherent uncertainties and the application of judgment. As a result, if circumstances change and the Company deems it necessary in the future to modify the assumptions it made or to use different assumptions, or if the quantity and nature of the Company's stock-based compensation awards changes, then the amount of expense may need to be adjusted and future stock-based compensation expense could be materially different from what has been recorded in the current period.

#### Stock-Based Compensation Expense

The Company recognized the following stock-based compensation expense by award type and expense category line item during the years ended December 31 (in millions):

<b>Award type</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
Stock appreciation rights	\$ 6.3	\$ 5.6	\$ 5.6
Restricted stock units	59.2	72.6	40.4
Common stock equivalents	0.7	0.7	0.7
Total (1)	\$ 66.2	\$ 78.9	\$ 46.7

  

<b>Expense category line item</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
Cost of services and product development	\$ 28.1	\$ 25.8	\$ 21.9
Selling, general and administrative	36.2	35.5	24.8
Acquisition and integration charges (2)	1.9	17.6	—
Total (1)	\$ 66.2	\$ 78.9	\$ 46.7

(1) Includes charges of \$19.4 million, \$22.9 million and \$19.4 million during 2018, 2017 and 2016, respectively, for awards to retirement-eligible employees. Those awards vest on an accelerated basis.

(2) These charges are the result of (i) the acceleration of the vesting of certain restricted stock units related to the CEB acquisition and (ii) restricted stock units granted in connection with the CEB integration process.

As of December 31, 2018, the Company had \$79.1 million of total unrecognized stock-based compensation cost, which is expected to be expensed over the remaining weighted average service period of approximately 2.3 years.

#### Stock-Based Compensation Awards

The disclosures presented below provide information regarding the Company's stock-based compensation awards, all of which have been classified as equity awards in accordance with FASB ASC Topic 505.

##### *Stock Appreciation Rights*

Stock-settled stock appreciation rights ("SARs") permit the holder to participate in the appreciation of the value of the Common Stock. After the applicable vesting criteria have been satisfied, SARs are settled in shares of Common Stock upon exercise by the employee. SARs vest ratably over a four-year service period and expire seven years from the date of grant. The fair value of a SARs award is recognized as compensation expense on a straight-line basis over four years. SARs have only been awarded to the Company's executive officers.

When SARs are exercised, the number of shares of Common Stock issued is calculated as follows: (1) the total proceeds from the exercise of the SARs award (calculated as the closing price of the Common Stock as reported on the New York Stock Exchange on the date of exercise less the exercise price of the SARs award, multiplied by the number of SARs exercised) is divided by (2) the closing price of the Common Stock on the date of exercise. The Company withholds a portion of the shares of the Common Stock issued upon exercise to satisfy statutory tax withholding requirements. SARs recipients do not have any stockholder rights until the shares of Common Stock are issued in respect of the award, which is subject to the prior satisfaction of the vesting and other criteria relating to such grants.

The following table summarizes changes in SARs outstanding during the year ended December 31, 2018:

	Stock Appreciation Rights ("SARs") (in millions)	Per Share Weighted Average Exercise Price	Per Share Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term (Years)
Outstanding at December 31, 2017	1.2	\$ 76.73	\$ 17.35	4.28
Granted	0.3	114.26	25.63	6.11
Exercised	(0.3)	60.67	15.10	n/a
Outstanding at December 31, 2018 (1) (2)	1.2	\$ 89.45	\$ 19.88	4.33
Vested and exercisable at December 31, 2018 (2)	0.5	\$ 75.73	\$ 17.02	3.24

n/a = not applicable

- (1) As of December 31, 2018, 0.7 million of the total SARs outstanding were unvested. The Company expects that substantially all of those unvested awards will vest in future periods.
- (2) As of December 31, 2018, the total SARs outstanding had an intrinsic value of \$46.0 million . On such date, SARs vested and exercisable had an intrinsic value of \$26.9 million .

The fair value of a SARs award is determined on the date of grant using the Black-Scholes-Merton valuation model with the following weighted average assumptions for the years ended December 31:

	2018	2017	2016
Expected dividend yield (1)	—%	—%	—%
Expected stock price volatility (2)	21%	22%	22%
Risk-free interest rate (3)	2.5%	1.8%	1.1%
Expected life in years (4)	4.52	4.53	4.39

- (1) The expected dividend yield assumption was based on both the Company's historical and anticipated dividend payouts. Historically, the Company has not paid cash dividends on its Common Stock.
- (2) The determination of expected stock price volatility was based on both historical Common Stock prices and implied volatility from publicly traded options in the Common Stock.
- (3) The risk-free interest rate was based on the yield of a U.S. Treasury security with a maturity similar to the expected life of the award.
- (4) The expected life represents the Company's estimate of the weighted average period of time the SARs are expected to be outstanding (that is, the period between the service inception date and the expected exercise date).

#### *Restricted Stock Units*

Restricted stock units ("RSUs") give the awardee the right to receive shares of Common Stock when the vesting conditions are met and certain restrictions lapse. Each RSU that vests entitles the awardee to one share of Common Stock. RSU awardees do not have any of the rights of a Gartner stockholder, including voting rights and the right to receive dividends and distributions, until the shares are released. The fair value of a RSU award is determined on the date of grant based on the closing price of the Common Stock as reported on the New York Stock Exchange on that date. Service-based RSUs vest ratably over four years and are expensed on a straight-line basis over the vesting period. Performance-based RSUs are subject to the satisfaction of both performance and service conditions, vest ratably over four years and are expensed on an accelerated basis over the vesting period.

The following table summarizes the changes in RSUs outstanding during the year ended December 31, 2018:

	<b>Restricted Stock Units ("RSUs") (in millions)</b>	<b>Per Share Weighted Average Grant Date Fair Value</b>
Outstanding at December 31, 2017	1.5	\$ 91.47
Granted (1)	0.7	112.96
Vested and released	(0.7)	88.69
Forfeited	(0.1)	104.95
Outstanding at December 31, 2018 (2) (3)	<u>1.4</u>	<u>\$ 101.75</u>

- (1) The 0.7 million of RSUs granted during 2018 consisted of 0.3 million of performance-based RSUs awarded to executives and 0.4 million of service-based RSUs awarded to non-executive employees and non-management board members. The performance-based awards include RSUs in final settlement of 2017 grants and approximately 0.2 million of RSUs representing the target amount of the grant for 2018 that is tied to an increase in Gartner's total contract value for such year. The number of performance-based RSUs for 2018 that could have been earned ranged from 0% to 200% of the target amount. The actual increase in Gartner's total contract value for 2018 as measured on December 31, 2018 yielded approximately 144% of the target amount. The incremental awards based on the actual achievement under the 2018 grant will be issued in 2019.
- (2) The Company expects that substantially all of the RSUs outstanding will vest in future periods.
- (3) As of December 31, 2018, the weighted average remaining contractual term of the RSUs outstanding was approximately 1.1 years .

#### *Common Stock Equivalents*

Common stock equivalents ("CSEs") are convertible into Common Stock. Each CSE entitles the holder to one share of Common Stock. Members of our Board of Directors receive their directors' fees in CSEs unless they opt to receive up to 50% of those fees in cash. Generally, CSEs have no defined term and are converted into shares of Common Stock when service as a director terminates unless the director has elected an accelerated release. The fair value of a CSE award is determined on the date of grant based on the closing price of the Common Stock as reported on the New York Stock Exchange on that date. CSEs vest immediately and, as a result, they are recorded as expense on the date of grant.

The following table summarizes the changes in CSEs outstanding during the year ended December 31, 2018:

	<b>Common Stock Equivalents ("CSEs")</b>	<b>Per Share Weighted Average Grant Date Fair Value</b>
Outstanding at December 31, 2017	110,013	\$ 23.19
Granted	5,550	131.49
Converted to shares of Common Stock upon grant	(5,783)	93.45
Outstanding at December 31, 2018	<u>109,780</u>	<u>\$ 24.96</u>

#### *Employee Stock Purchase Plan*

The Company has an employee stock purchase plan (the "ESP Plan") wherein eligible employees are permitted to purchase shares of Common Stock through payroll deductions, which may not exceed 10% of an employee's compensation, or \$23,750 in any calendar year, at a price equal to 95% of the closing price of the Common Stock as reported on the New York Stock Exchange at the end of each offering period. As of December 31, 2018, the Company had 0.7 million shares available for purchase under the ESP Plan. The ESP Plan is considered non-compensatory under FASB ASC Topic 718 and, as a result, the Company does not record stock-based compensation expense for employee share purchases. The Company received \$14.7 million, \$11.7 million and \$9.3 million in cash from employee share purchases under the ESP Plan during 2018, 2017 and 2016, respectively.

## 9 — COMPUTATION OF EARNINGS PER SHARE

Basic earnings per share (“EPS”) is computed by dividing net income by the weighted average number of shares of Common Stock outstanding for the period. Diluted EPS reflects the potential dilution of securities that could share in earnings. When the impact of common share equivalents is anti-dilutive, they are excluded from the calculation.

The following table sets forth the calculation of basic and diluted earnings per share for the three years ended December 31 (in thousands, except per share data):

	2018	2017	2016
<b>Numerator:</b>			
Net income used for calculating basic and diluted earnings per common share	\$ 122,456	\$ 3,279	\$ 193,582
<b>Denominator: (1)</b>			
Weighted average common shares used in the calculation of basic earnings per share	90,827	88,466	82,571
Common share equivalents associated with stock-based compensation plans	1,295	1,324	1,249
Shares used in the calculation of diluted earnings per share	92,122	89,790	83,820
<b>Earnings per share: (2)</b>			
Basic	\$ 1.35	\$ 0.04	\$ 2.34
Diluted	\$ 1.33	\$ 0.04	\$ 2.31

(1) The Company repurchased 2.1 million, 0.4 million and 0.6 million shares of its Common Stock in 2018, 2017 and 2016, respectively.

(2) Both basic and diluted earnings per share for 2017 include a tax benefit of approximately \$0.66 per share related to the U.S. Tax Cuts and Jobs Act of 2017. Note 10 — Income Taxes provides information about the Company's income taxes.

The following table presents the number of common share equivalents that were not included in the computation of diluted earnings per share in the above table because the effect would have been anti-dilutive. During periods with net income, these common share equivalents were anti-dilutive because their exercise price was greater than the average market value of a share of Common Stock during the period.

	2018	2017	2016
Anti-dilutive common share equivalents as of December 31 (in millions): (a)	—	0.3	0.2
Average market price per share of Common Stock during the year	\$ 135.60	\$ 116.09	\$ 92.58

(a) Anti-dilutive common shares for 2018 were minimal.

## 10 — INCOME TAXES

The following is a summary of the components of the Company's income (loss) before income taxes for the years ended December 31 (in thousands):

	2018	2017	2016
U.S.	\$ 34,159	\$ (135,757)	\$ 182,178
Non-U.S.	146,962	7,940	106,253
Income (loss) before income taxes	<u>\$ 181,121</u>	<u>\$ (127,817)</u>	<u>\$ 288,431</u>

The expense (benefit) for income taxes on the above income consists of the following components (in thousands):

	2018	2017	2016
Current tax expense:			
U.S. federal	\$ 2,817	\$ 48,339	\$ 58,616
State and local	6,969	434	11,292
Foreign	45,042	38,602	27,536
Total current	<u>54,828</u>	<u>87,375</u>	<u>97,444</u>
Deferred tax (benefit) expense:			
U.S. federal	12,462	(176,046)	(61)
State and local	1,258	(14,363)	(349)
Foreign	(13,795)	(25,898)	(1,626)
Total deferred	<u>(75)</u>	<u>(216,307)</u>	<u>(2,036)</u>
Total current and deferred	54,753	(128,932)	95,408
Benefit (expense) relating to interest rate swaps used to increase (decrease) equity	3,840	(2,477)	(1,113)
Benefit from stock transactions with employees used to increase equity	58	46	52
Benefit relating to defined-benefit pension adjustments used to increase equity	14	267	502
Total tax expense (benefit)	<u>\$ 58,665</u>	<u>\$ (131,096)</u>	<u>\$ 94,849</u>

Long-term deferred tax assets and liabilities are comprised of the following (in thousands):

	December 31,	
	2018	2017
Accrued liabilities	\$ 96,292	\$ 80,557
Loss and credit carryforwards	14,830	59,502
Assets relating to equity compensation	19,653	24,874
Other assets	14,092	30,236
Gross deferred tax assets	144,867	195,169
Property, equipment, and leasehold improvements	(3,421)	(962)
Intangible assets	(214,580)	(372,542)
Prepaid expenses	(41,926)	(35,126)
Other liabilities	(61,068)	(6,584)
Gross deferred tax liabilities	(320,995)	(415,214)
Valuation allowance	(4,066)	(3,192)
Net deferred tax liabilities	<u>\$ (180,194)</u>	<u>\$ (223,237)</u>

Net deferred tax assets and net deferred tax liabilities were \$34.5 million and \$214.7 million as of December 31, 2018, respectively, and \$30.5 million and \$253.7 million as of December 31, 2017, respectively. These amounts are reported in Other assets and Other liabilities in the Consolidated Balance Sheets. Management has concluded it is more likely than not that the reversal of deferred tax liabilities and results of future operations will generate sufficient taxable income to realize the deferred tax assets, net of the valuation allowance at December 31, 2018.

The valuation allowances of \$4.1 million as of December 31, 2018 and \$3.2 million as of December 31, 2017, primarily relate to net operating losses which are not likely to be realized.

As of December 31, 2018, the Company had state and local tax net operating loss carryforwards of \$35.2 million, of which \$0.1 million expires within one to five years and \$3.5 million expires within six to fifteen years and \$31.6 million expires within sixteen to twenty years. The Company also had state tax credits of \$2.2 million, a majority of which will expire in five to six years. As of December 31, 2018, the Company had non-U.S. net operating loss carryforwards of \$5.0 million, of which \$0.1 million expires over the next 20 years and \$4.9 million can be carried forward indefinitely. These amounts have been reduced for associated unrecognized tax benefits, consistent with ASU No. 2013-11, "Income Taxes—Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists."

The differences between the U.S. federal statutory income tax rate and the Company's effective tax rate on income before income taxes for the years ended December 31 follow:

	2018	2017	2016
Statutory tax rate	21.0 %	35.0 %	35.0 %
State income taxes, net of federal benefit	—	3.6	2.3
Effect of non-U.S. operations	(10.6)	5.9	(6.1)
Change in the reserve for tax contingencies	15.7	(2.8)	3.2
Law changes	(1.3)	41.8	—
Stock-based compensation expense	(5.3)	11.0	(3.8)
Nondeductible acquisition costs	0.9	(7.9)	2.6
Nondeductible meals and entertainment costs	2.7	(3.5)	1.1
Gains/Losses on divested operations and held-for-sale assets	12.2	13.1	—
Limitation on executive compensation	2.7	(0.1)	—
Foreign-derived intangible income	(2.0)	—	—
Change in the valuation allowance	0.5	3.0	(0.2)
Goodwill	(3.8)	—	—
Other items, net	(0.3)	3.5	(1.2)
Effective tax rate	32.4 %	102.6 %	32.9 %

The U.S. Tax Cuts and Jobs Act (the "Act") was enacted on December 22, 2017. Among other things, the Act reduces the U.S. federal corporation tax rate from 35% to 21%, requires companies to pay a one-time transition tax on accumulated deferred foreign income ("ADFI") of foreign subsidiaries that were previously tax deferred and creates a new tax on global intangible low-taxed income ("GILTI") attributable to foreign subsidiaries. As of December 31, 2018, we have completed our accounting for the tax effects of enactment of the Act.

We remeasured U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. We reduced our income tax expense by \$13.8 and \$123.2 million in 2018 and 2017, respectively for this item.

The tax on ADFI is based on our total post-1986 earnings and profits ("E&P") of our foreign subsidiaries that were previously deferred from U.S. income taxes. We increased income tax expense by \$8.4 million and \$63.6 million in 2018 and 2017, respectively, for this one-time transition tax liability. Significant foreign tax credit and net operating loss carryovers will be utilized to reduce the transition tax liability. The Company has elected to pay the remaining cash tax liability of approximately \$10.0 million over 8 years as permitted by the Act.

The Act also created a new tax on GILTI attributable to foreign subsidiaries. Companies have the option to account for the GILTI tax as a period cost in the period incurred, or to recognize deferred taxes for temporary differences including outside basis differences

expected to reverse as a result of the GILTI provisions. The Company has elected to account for the GILTI tax as a period cost in the period incurred.

Various provisions of the Act are highly complex and remains unclear in certain respects. Additional guidance in the form of notices and proposed regulations have been issued, and further guidance is expected to be issued. Changes could be made to the proposed regulations, future legislation could be enacted, and more regulations and notices could be issued. We will continue to monitor and will reflect impacts in future financial statements as appropriate. In addition, many state and local tax jurisdictions are still determining how they will interpret the Act. Final state and local governments' legislation or guidance relating to the Act may impact our financial results.

In July 2015, the United States Tax Court (the "Court") issued an opinion relating to the treatment of stock-based compensation expense in an inter-company cost-sharing arrangement. In its opinion, the Court held that affiliated companies may exclude stock-based compensation expense from their cost-sharing arrangement. The Internal Revenue Service is appealing the decision. Because of uncertainty related to the final resolution of this litigation and the recognition of potential benefits to the Company, the Company has not recorded any financial statement benefit related to open statute years associated with this matter. The Company will monitor developments related to this case and the potential impact of those developments on the Company's consolidated financial statements.

As of December 31, 2018 and 2017, the Company had unrecognized tax benefits of \$ 90.3 million and \$60.3 million , respectively. The increase is primarily attributable to positions taken with respect to intercompany transactions, taxable E&P, and state income tax positions. The unrecognized tax benefits as of December 31, 2018 related primarily to the exclusion of stock-based compensation expense from the Company's cost sharing agreement, calculation of taxable E&P and related foreign tax credits, the ability to realize certain refund claims, and intercompany transactions. It is reasonably possible that unrecognized tax benefits will be decreased by \$20.0 million within the next 12 months due to anticipated closure of audits, the expiration of certain statutes of limitation and closure of tax controversies.

Included in the balance of unrecognized tax benefits at December 31, 2018 are potential benefits of \$86.2 million that if recognized would reduce the effective tax rate on income from continuing operations. Also included in the balance of unrecognized tax benefits as of December 31, 2018 are potential benefits of \$4.1 million that, if recognized, would result in adjustments to other tax accounts, primarily deferred taxes.

The following is a reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding interest and penalties, for the years ended December 31 (in thousands):

	<b>2018</b>	<b>2017</b>
Beginning balance	\$ 60,269	\$ 37,099
Additions based on tax positions related to the current year	27,371	10,883
Additions for tax positions of prior years	14,691	24,299
Reductions for tax positions of prior years	(3,939)	(10,613)
Reductions for expiration of statutes	(6,293)	(1,368)
Settlements	(472)	(1,769)
Change in foreign currency exchange rates	(1,278)	1,738
Ending balance	<u>\$ 90,349</u>	<u>\$ 60,269</u>

The Company accrues interest and penalties related to unrecognized tax benefits in its income tax provision. As of December 31, 2018 and 2017, the Company had \$6.7 million and \$6.4 million , respectively, of accrued interest and penalties related to unrecognized tax benefits. These amounts are in addition to the unrecognized tax benefits disclosed above. The total amount of interest and penalties recognized in the income tax provision for the years ended December 31, 2018 and 2017 was \$0.7 million and \$0.9 million , respectively.

The number of years with open statutes of limitation varies depending on the tax jurisdiction. The Company's statutes are open with respect to the U.S. federal jurisdiction for 2014 and forward, and India for 2003 and forward. For other major taxing jurisdictions including U.S. states, the United Kingdom, Canada, Japan, France and Ireland, the Company's statutes vary and are open as far back as 2011.

Under U.S. GAAP, no provision for income taxes that may result from the remittance of earnings held overseas is required if the Company has the ability and intent to indefinitely reinvest such funds overseas. The Company continues to assert its intention to reinvest all accumulated undistributed foreign earnings in our non-U.S. operations, except in instances in which the repatriation of those earnings would result in minimal additional tax. Consequently, the Company has not recognized income tax expense that would result from the remittance of these earnings. The accumulated undistributed earnings of non-U.S. subsidiaries were approximately \$171.0 million as of December 31, 2018. As a result of the Act, the income tax that would be payable if such earnings were not indefinitely invested is estimated at this time to be minimal.

## 11 — DERIVATIVES AND HEDGING

The Company enters into a limited number of derivative contracts to mitigate the cash flow risk associated with changes in interest rates on variable-rate debt and changes in foreign exchange rates on forecasted foreign currency transactions. The Company accounts for its outstanding derivative contracts in accordance with FASB ASC Topic 815, which requires all derivatives, including derivatives designated as accounting hedges, to be recorded on the balance sheet at fair value.

The following tables provide information regarding the Company's outstanding derivatives contracts as of the dates indicated (in thousands, except for number of contracts):

### December 31, 2018

Derivative Contract Type	Number of Contracts	Notional Amounts	Fair Value Asset (Liability), Net (3)	Balance Sheet Line Item	Unrealized Loss Recorded in AOCI/L
Interest rate swaps (1)	7	\$ 2,100,000	\$ (10,681)	Other liabilities	\$ (7,770)
Foreign currency forwards (2)	135	927,375	(1,942)	Accrued liabilities	—
Total	142	\$ 3,027,375	\$ (12,623)		\$ (7,770)

### December 31, 2017

Derivative Contract Type	Number of Contracts	Notional Amounts	Fair Value Asset (Liability), Net (3)	Balance Sheet Line Item	Unrealized Gain Recorded in AOCI/L
Interest rate swaps (1)	5	\$ 1,400,000	\$ 3,412	Other assets	\$ 2,483
Foreign currency forwards (2)	137	686,764	448	Other current assets	—
Total	142	\$ 2,086,764	\$ 3,860		\$ 2,483

(1) The swaps have been designated and are accounted for as cash flow hedges of the forecasted interest payments on borrowings. As a result, changes in the fair value of the swaps are deferred and are recorded in AOCI/L, net of tax effect. Note 5 — Debt provides additional information.

(2) The Company has foreign exchange transaction risk because it typically enters into transactions in the normal course of business that are denominated in foreign currencies that differ from the local functional currency. The Company enters into short-term foreign currency forward exchange contracts to mitigate the cash flow risk associated with changes in foreign currency rates on forecasted foreign currency transactions. These contracts are accounted for at fair value with realized and unrealized gains and losses recognized in Other income, net because the Company does not designate these contracts as hedges for accounting purposes. All of the outstanding foreign currency forward exchange contracts at December 31, 2018 matured by the end of January 2019.

(3) See Note 12 — Fair Value Disclosures for the determination of the fair value of these instruments.

At December 31, 2018, all of the Company's derivative counterparties were investment grade financial institutions. The Company did not have any collateral arrangements with its derivative counterparties and none of the derivative contracts contained credit-risk related contingent features.

The following table provides information regarding amounts recognized in the Consolidated Statements of Operations for derivative contracts for the years ended December 31 (in millions):

<b>Amount recorded in:</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>
Interest (income) expense, net (1)	\$ (1.9)	\$ 7.9	\$ 7.6
Other expense (income), net (2)	10.4	(0.8)	0.3
<b>Total expense, net</b>	<b>\$ 8.5</b>	<b>\$ 7.1</b>	<b>\$ 7.9</b>

(1) Consists of interest (income) expense from interest rate swap contracts.

(2) Consists of net realized and unrealized gains and losses on foreign currency forward contracts.

## 12 — FAIR VALUE DISCLOSURES

The Company's financial instruments include cash equivalents, fees receivable from customers, accounts payable and accruals, all of which are normally short-term in nature. The Company believes that the carrying amounts of these financial instruments reasonably approximate their fair values due to their short-term nature. The Company's financial instruments also include its outstanding variable-rate borrowings under the 2016 Credit Agreement. The Company believes that the carrying amounts of its variable-rate borrowings reasonably approximate their fair values because the rates of interest on those borrowings reflect current market rates of interest for similar instruments with comparable maturities.

The Company enters into a limited number of derivatives transactions but does not enter into repurchase agreements, securities lending transactions or master netting arrangements. Receivables or payables that result from derivatives transactions are recorded gross in the Company's Consolidated Balance Sheets.

FASB ASC Topic 820 provides a framework for the measurement of fair value and a valuation hierarchy based on the transparency of inputs used in the valuation of assets and liabilities. Classification within the valuation hierarchy is based on the lowest level of input that is significant to the resulting fair value measurement. The valuation hierarchy contains three levels. Level 1 measurements consist of quoted prices in active markets for identical assets or liabilities. Level 2 measurements include significant other observable inputs such as quoted prices for similar assets or liabilities in active markets; identical assets or liabilities in inactive markets; observable inputs such as interest rates and yield curves; and other market-corroborated inputs. Level 3 measurements include significant unobservable inputs such as internally-created valuation models. The Company does not currently utilize Level 3 valuation inputs to remeasure any of its assets or liabilities. However, Level 3 inputs may be used by the Company in its required annual impairment review of recorded goodwill. Information regarding the periodic assessment of the Company's goodwill is included in Note 1 — Business and Significant Accounting Policies. The Company does not typically transfer assets or liabilities between different levels of the valuation hierarchy.

The following table presents the fair value of certain financial assets and liabilities (in thousands):

Description:	December 31, 2018	December 31, 2017
Assets:		
Values based on Level 1 inputs:		
Deferred compensation plan assets (1)	\$ 8,956	\$ 29,108
Total Level 1 inputs	8,956	29,108
Values based on Level 2 inputs:		
Deferred compensation plan assets (1)	57,690	59,017
Foreign currency forward contracts (2)	1,318	2,053
Interest rate swap contracts (3)	—	3,412
Total Level 2 inputs	59,008	64,482
Total Assets	<u>\$ 67,964</u>	<u>\$ 93,590</u>
Liabilities:		
Values based on Level 2 inputs:		
Deferred compensation plan liabilities (1)	\$ 68,570	\$ 89,900
Foreign currency forward contracts (2)	3,260	1,605
Interest rate swap contracts (3)	10,681	—
Senior Notes due 2025 (4)	776,160	837,560
Total Level 2 inputs	858,671	929,065
Total Liabilities	<u>\$ 858,671</u>	<u>\$ 929,065</u>

- (1) The Company has a deferred compensation plan for the benefit of certain highly compensated officers, managers and other key employees (see Note 13 — Employee Benefits). The assets consist of investments in money market funds, mutual funds and company-owned life insurance contracts. The money market funds consist of cash equivalents while the mutual fund investments consist of publicly-traded and quoted equity shares. The Company considers the fair value of these assets to be based on Level 1 inputs, and such assets had fair values of \$9.0 million and \$29.1 million as of December 31, 2018 and 2017, respectively. The carrying amounts of the life insurance contracts equal their cash surrender values. Cash surrender value represents the estimated amount that the Company would receive upon termination of a contract, which approximates fair value. The Company considers life insurance contracts to be valued based on Level 2 inputs, and such assets had fair values of \$57.7 million and \$59.0 million at December 31, 2018 and 2017, respectively. The related deferred compensation plan liabilities are recorded at fair value, or the estimated amount needed to settle the liability, which the Company considers to be a Level 2 input.
- (2) The Company enters into foreign currency forward exchange contracts to hedge the effects of adverse fluctuations in foreign currency exchange rates (see Note 11 — Derivatives and Hedging). Valuation of these contracts is based on observable foreign currency exchange rates in active markets, which the Company considers a Level 2 input.
- (3) The Company has interest rate swap contracts that hedge the risk of variability from interest payments on its borrowings (see Note 5 — Debt). The fair value of interest rate swaps is based on mark-to-market valuations prepared by a third-party broker. Those valuations are based on observable interest rates from recently executed market transactions and other observable market data, which the Company considers Level 2 inputs. The Company independently corroborates the reasonableness of the valuations prepared by the third-party broker through the use of an electronic quotation service.
- (4) As discussed in Note 5 — Debt, the Company has \$800.0 million of principal amount fixed-rate Senior Notes due in 2025. The estimated fair value of the notes was derived from quoted market prices provided by an independent dealer, which the Company considers to be a Level 2 input.

### 13 — EMPLOYEE BENEFITS

**Defined contribution plan.** The Company has savings and investment plans (the “401k Plans”) covering substantially all U.S. employees. Company contributions are based on the level of employee contributions, up to a maximum of 4% of an employee’s eligible salary, subject to an annual maximum. For 2018, the maximum match was \$7,200. Amounts expensed in connection with the 401k Plans totaled \$36.7 million, \$29.8 million and \$22.9 million in 2018, 2017 and 2016, respectively.

**Deferred compensation plan.** The Company has supplemental deferred compensation plans for the benefit of certain highly compensated officers, managers and other key employees. The plans' investment assets are recorded in Other assets on the Consolidated Balance Sheets at fair value. The value of these assets was \$66.6 million and \$88.1 million at December 31, 2018 and 2017, respectively (see Note 12 — Fair Value Disclosures for fair value information). The corresponding deferred compensation plan liability, which was \$68.6 million and \$89.9 million at December 31, 2018 and 2017, respectively, is carried at fair value, and is adjusted with a corresponding charge or credit to compensation expense to reflect the fair value of the amount owed to the employees and is classified in Other liabilities on the Consolidated Balance Sheets. Compensation expense recognized for all deferred compensation plans was \$1.7 million, \$0.4 million and \$0.1 million in 2018, 2017 and 2016, respectively.

**Defined benefit pension plans.** The Company has defined benefit pension plans in several of its international locations. Benefits paid under these plans are based on years of service and level of employee compensation. The Company's defined benefit pension plans are accounted for in accordance with FASB ASC Topics 715 and 960. The following are the components of defined benefit pension plan expense for the years ended December 31 (in thousands):

	2018	2017	2016
Service cost	\$ 3,145	\$ 2,820	\$ 2,780
Interest cost	840	765	850
Expected return on plan assets	(475)	(360)	(375)
Recognition of actuarial loss	340	350	200
Total defined benefit pension plan expense	<u>\$ 3,850</u>	<u>\$ 3,575</u>	<u>\$ 3,455</u>

The following are the key assumptions used in the computation of pension expense for the years ended December 31:

	2018	2017	2016
Weighted average discount rate (1)	1.81%	1.78%	1.78%
Average compensation increase	2.58%	2.66%	2.67%

(1) Discount rates are typically determined by utilizing the yields on long-term corporate or government bonds in the relevant country with a duration consistent with the expected term of the underlying pension obligations.

The following table provides information related to changes in the projected benefit obligation for the years ended December 31 (in thousands):

	2018	2017	2016
Projected benefit obligation at beginning of year	\$ 45,450	\$ 38,400	\$ 35,870
Service cost	3,145	2,820	2,780
Interest cost	840	765	850
Actuarial loss (gain) due to assumption changes and plan experience	(430)	690	1,480
Additions and contractual termination benefits	(950)	(860)	—
Benefits paid (1)	(1,400)	(920)	(1,640)
Foreign currency impact	(1,765)	4,555	(940)
Projected benefit obligation at end of year (2)	<u>\$ 44,890</u>	<u>\$ 45,450</u>	<u>\$ 38,400</u>

(1) The Company projects the following benefit payments will be made in future years directly to plan participants: \$1.2 million in 2019; \$1.5 million in 2020; \$1.6 million in 2021; \$1.7 million in 2022; \$2.1 million in 2023; and \$12.1 million in total in the five years thereafter.

(2) Measured as of December 31.

The following table provides information regarding the funded status of the plans and related amounts recorded in the Company's Consolidated Balance Sheets as of December 31 (in thousands):

<i>Funded status of the plans:</i>	<b>2018</b>	<b>2017</b>	<b>2016</b>
Projected benefit obligation	\$ 44,890	\$ 45,450	\$ 38,400
Pension plan assets at fair value (1)	(19,460)	(18,475)	(14,465)
Funded status – shortfall (2)	<u>\$ 25,430</u>	<u>\$ 26,975</u>	<u>\$ 23,935</u>
<i>Amounts recorded in the Consolidated Balance Sheets for the plans:</i>			
Other liabilities — accrued pension obligation (2)	<u>\$ 25,430</u>	<u>\$ 26,975</u>	<u>\$ 23,935</u>
Stockholders' equity — deferred actuarial loss (3)	<u>\$ (5,738)</u>	<u>\$ (5,861)</u>	<u>\$ (5,797)</u>

- (1) The pension plan assets are held by third-party trustees and are invested in a diversified portfolio of equities, high quality government and corporate bonds, and other investments. The assets are primarily valued based on Level 1 and Level 2 inputs under the fair value hierarchy in FASB ASC Topic 820, with the majority of the invested assets considered to be of low-to-medium investment risk. The Company projects a future long-term rate of return on these plan assets of 2.45% , which it believes is reasonable based on the composition of the assets and both current and projected market conditions. For the year ended December 31, 2018, the Company contributed \$3.0 million to these plans, and benefits paid directly by the Company to participants were \$1.4 million .
- (2) The Funded status - shortfall represents the amount of the projected benefit obligation that the Company has not funded with a third-party trustee. This amount is a liability of the Company and is recorded in Other liabilities on the Company's Consolidated Balance Sheets.
- (3) The deferred actuarial loss as of December 31, 2018 is recorded in AOCI/L and will be reclassified out of AOCI/L and recognized as pension expense over approximately 13 years , subject to certain limitations set forth in FASB ASC Topic 715. The impact of this amortization on pension expense in 2019 is projected to result in approximately \$0.2 million of additional expense. The amortization of deferred actuarial losses from AOCI/L to pension expense in each of the three years ended December 31, 2018 was immaterial.

The Company also maintains a reinsurance asset arrangement with a large international insurance company whose purpose is to provide funding for benefit payments for one of its plans. The reinsurance asset is not a pension plan asset but is an asset of the Company. At December 31, 2018 and 2017, the reinsurance asset was recorded at its cash surrender value of \$9.0 million and \$9.1 million , respectively, and classified in Other assets on the Company's Consolidated Balance Sheets. The Company believes that the cash surrender value approximates fair value and is equivalent to a Level 2 input under the FASB's fair value hierarchy in FASB ASC Topic 820.

#### 14 — SEGMENT INFORMATION

During 2018, the Company divested all three of the non-core businesses that comprised its Other segment, each of which were acquired as part of the acquisition of CEB Inc. in April 2017. As a result of these divestitures and the movement of a small residual product in the Other segment into the Research business, the Company is no longer recording any additional operating activity in the Other segment effective September 1, 2018. Additional information regarding the divestitures is included in Note 2 – Acquisitions and Divestitures.

Our products and services are currently delivered through three segments – Research, Conferences and Consulting, as follows:

- **Research** provides trusted, objective insights and advice on the mission-critical priorities of leaders across all functional areas of the enterprise through research and other reports, briefings, proprietary tools, access to our analysts and advisors, peer networking services and membership programs that enable our clients to make better decisions. Gartner's traditional strengths in IT, marketing and supply chain research were enhanced in 2017 with Gartner's acquisition of CEB Inc., which added CEB's best practice and talent management research insights across a range of business functions, to include human resources, sales, legal and finance.
- **Conferences** (formerly called Events) provides business professionals across the organization the opportunity to learn, share and network. From our flagship Chief Information Officer conference Gartner IT Symposium, to industry-leading conferences focused on specific business roles and topics, to member-driven sessions, our offerings enable attendees to experience the best of Gartner insight and advice live.

- **Consulting** provides customized solutions to unique client needs through on-site, day-to-day support, as well as proprietary tools for measuring and improving IT performance with a focus on cost, performance, efficiency and quality.

The Company evaluates segment performance and allocates resources based on gross contribution margin. Gross contribution, as presented in the table below, is defined as operating income or loss excluding certain Cost of services and product development expenses, Selling, general and administrative expenses, Depreciation, Amortization of intangibles, and Acquisition and integration charges. Certain bonus and fringe benefit costs included in consolidated Cost of services and product development are not allocated to segment expense. The accounting policies used by the reportable segments are the same as those used by the Company. There are no intersegment revenues. The Company does not identify or allocate assets, including capital expenditures, by reportable segment. Accordingly, assets are not reported by segment because the information is not available by segment and is not reviewed in the evaluation of segment performance or in making decisions in the allocation of resources.

The Company earns revenue from clients in many countries. Other than the United States, there is no individual country in which revenues from external clients represent 10% or more of the Company's consolidated revenues. Additionally, no single client accounted for 10% or more of total revenue and the loss of a single client, in management's opinion, would not have a material adverse effect on revenues.

The following tables present information about the Company's reportable segments for the periods indicated (in thousands):

	<u>Research</u>	<u>Conferences</u>	<u>Consulting</u>	<u>Other</u>	<u>Consolidated</u>
<b>2018</b>					
Revenues	\$ 3,105,764	\$ 410,461	\$ 353,667	\$ 105,562	\$ 3,975,454
Gross contribution	2,144,097	207,260	102,541	65,075	2,518,973
Corporate and other expenses					(2,259,258)
Operating income					<u>\$ 259,715</u>
<b>2017</b>					
Revenues	\$ 2,471,280	\$ 337,903	\$ 327,661	\$ 174,650	\$ 3,311,494
Gross contribution	1,653,014	163,480	93,643	90,249	2,000,386
Corporate and other expenses					(2,006,715)
Operating loss					<u>\$ (6,329)</u>
<b>2016</b>					
Revenues	\$ 1,857,001	\$ 268,605	\$ 318,934	\$ —	\$ 2,444,540
Gross contribution	1,285,611	136,655	89,734	—	1,512,000
Corporate and other expenses					(1,206,859)
Operating income					<u>\$ 305,141</u>

The following table provides a reconciliation of total segment gross contribution to net income for the years ended December 31 (in thousands):

	<b>2018</b>	<b>2017</b>	<b>2016</b>
Total segment gross contribution	\$ 2,518,973	\$ 2,000,386	\$ 1,512,000
Costs and expenses:			
Cost of services and product development - unallocated (1)	12,319	9,090	13,108
Selling, general and administrative	1,884,141	1,599,004	1,089,184
Depreciation and amortization	255,601	240,171	61,969
Acquisition and integration charges	107,197	158,450	42,598
Operating income (loss)	259,715	(6,329)	305,141
Interest expense and other, net	124,041	121,488	16,710
Gain from divested operations	45,447	—	—
Provision (benefit) for income taxes	58,665	(131,096)	94,849
Net income	\$ 122,456	\$ 3,279	\$ 193,582

(1) The unallocated amounts consist of certain bonus and related fringe costs recorded in consolidated Cost of services and product development expense that are not allocated to segment expense. The Company's policy is to only allocate bonus and related fringe charges to segments for up to 100% of the segment employee's target bonus. Amounts above 100% are absorbed by corporate.

Disaggregated revenue information by reportable segment for the three years ended December 31, 2018, including our Other segment, is presented in Note 1 – Business and Significant Accounting Policies. Long-lived asset information by geographic location as of December 31 is summarized in the table below (in thousands).

	<b>2018</b>	<b>2017</b>	<b>2016</b>
Long-lived assets: (1)			
United States and Canada	\$ 305,928	\$ 288,735	\$ 143,921
Europe, Middle East and Africa	67,306	84,840	42,326
Other International	50,800	41,674	24,630
Total long-lived assets	\$ 424,034	\$ 415,249	\$ 210,877

(1) Excludes goodwill, intangible assets and held-for-sale assets.

## 15 — VALUATION AND QUALIFYING ACCOUNTS

The Company maintains an allowance for losses that is comprised of a bad debt allowance and, through December 31, 2017, a revenue reserve. Provisions are charged against earnings either as an increase to expense or, prior to 2018, a reduction in revenues.

The following table summarizes activity in the Company's allowance for losses for the years ended December 31 (in thousands):

	<b>Balance at Beginning of Year</b>	<b>Additions Charged to Expense</b>	<b>Additions Charged Against Revenues</b>	<b>Deductions from Reserve</b>	<b>Reclassification to Accounts Payable and Accrued Liabilities</b>	<b>Balance at End of Year</b>
<b>2018:</b>						
Bad debt allowance (1)	\$ 12,700	\$ 12,500	\$ —	\$ (11,300)	\$ (6,200)	\$ 7,700
<b>2017:</b>						
Bad debt allowance and revenue reserve (1)	\$ 7,400	\$ 16,600	\$ 5,500	\$ (16,800)	\$ —	\$ 12,700
<b>2016:</b>						
Bad debt allowance and revenue reserve	\$ 6,900	\$ 4,750	\$ 4,850	\$ (9,100)	\$ —	\$ 7,400

(1) The allowance for losses at December 31, 2017 included \$6.2 million that was attributable to the Company's revenue reserve. As a result of the Company's adoption of ASU No. 2014-09 on January 1, 2018, the revenue reserve balance is now included in Accounts payable and accrued liabilities on the Company's Consolidated Balance Sheet. Note 1 — Business and Significant Accounting Policies provides additional information regarding the Company's adoption of ASU No. 2014-09.

### ITEM 16. FORM 10-K SUMMARY

None.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has caused this Report on Form 10-K to be signed on its behalf by the undersigned, duly authorized, in Stamford, Connecticut, on February 22, 2019.

Gartner, Inc.

Date: February 22, 2019

By: /s/ Eugene A. Hall

Eugene A. Hall

Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below appoints Eugene A. Hall and Craig W. Safian and each of them, acting individually, as his or her attorney-in-fact, each with full power of substitution, for him or her in all capacities, to sign all amendments to this Report on Form 10-K, and to file the same, with appropriate exhibits and other related documents, with the Securities and Exchange Commission. Each of the undersigned ratifies and confirms his or her signatures as they may be signed by his or her attorney-in-fact to any amendments to this Report. Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Eugene A. Hall</u> Eugene A. Hall	Director and Chief Executive Officer (Principal Executive Officer)	February 22, 2019
<u>/s/ Craig W. Safian</u> Craig W. Safian	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 22, 2019
<u>/s/ Peter E. Bisson</u> Peter E. Bisson	Director	February 22, 2019
<u>/s/ Richard J. Bressler</u> Richard J. Bressler	Director	February 22, 2019
<u>/s/ Raul E. Cesan</u> Raul E. Cesan	Director	February 22, 2019
<u>/s/ Karen E. Dykstra</u> Karen E. Dykstra	Director	February 22, 2019
<u>/s/ Anne Sutherland Fuchs</u> Anne Sutherland Fuchs	Director	February 22, 2019
<u>/s/ William O. Grabe</u> William O. Grabe	Director	February 22, 2019
<u>/s/ Stephen G. Pagliuca</u> Stephen G. Pagliuca	Director	February 22, 2019
<u>/s/ Eileen Serra</u> Eileen Serra	Director	February 22, 2019
<u>/s/ James C. Smith</u> James C. Smith	Director	February 22, 2019

**GARTNER, INC.**  
**LONG-TERM INCENTIVE PLAN**  
(January 31, 2019 Amendment and Restatement)

**SECTION 1**  
**BACKGROUND AND PURPOSE**

1.1 Background and Effective Date. The Plan permits the grant of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Performance Units, Performance Shares, and Restricted Stock Units. The Plan originally was effective as of May 29, 2014 (the “Effective Date”) and has been amended and restated effective as of August 1, 2017 and effective as of January 31, 2019.

1.2 Purpose of the Plan. The Plan is intended to attract, motivate, and retain (a) employees of the Company and its Affiliates, (b) consultants who provide significant services to the Company and its Affiliates, and (c) directors of the Company who are employees of neither the Company nor of any Affiliate. The Plan also is designed to: (1) encourage stock ownership by Participants, thereby aligning their interests with those of the Company’s stockholders, and (2) permit the payment of compensation that qualifies as “performance-based compensation” under Section 162(m) of the Code.

**SECTION 2**  
**DEFINITIONS**

The following words and phrases shall have the following meanings unless a different meaning is plainly required by the context:

2.1 “1933 Act” means the Securities Act of 1933, as amended. Reference to a specific section of the 1933 Act or regulation thereunder shall include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.2 “1934 Act” means the Securities Exchange Act of 1934, as amended. Reference to a specific section of the 1934 Act or regulation thereunder shall include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.3 “2003 Plan” means the Gartner, Inc. Long-Term Incentive Plan, as amended and restated effective June 4, 2009.

2.4 “Affiliate” means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

2.5 “Applicable Laws” means the requirements relating to the administration of equity-based awards under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Company’s common stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

2.6 “Award” means, individually or collectively, a grant under the Plan of Incentive Stock Options, Nonqualified Stock Options, SARs, Restricted Stock Awards, Restricted Stock Units, Performance Units or Performance Shares.

2.7 “Award Agreement” means the written agreement (which may be in electronic form) setting forth the terms and conditions applicable to each Award granted under the Plan.

2.8 “Board” or “Board of Directors” means the Board of Directors of the Company.

2.9 “Cash Flow” means as to any Performance Period, cash generated from operating, financing and other business activities.

2.10 “Cause” means the occurrence of any of the following: (a) the Participant’s failure to perform his or her assigned duties or responsibilities (other than a failure resulting from Disability); (b) gross negligence or serious misconduct by the Participant in connection with the discharge of the duties of his or her position; (c) the 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 which the Company believes has had or will have a detrimental effect on the Company; (d) the Participant’s commission of (x) a felony, or (y) a misdemeanor that the Company reasonably believes has had or will have a detrimental effect on the Company; or (e) a material violation by the Participant of any written Company employment policy or standard of conduct.

2.11 “Change of Control” means the occurrence of any of the events described in (a), (b) or (c) below, but subject to the rules of (d):

(a) A change in the ownership of the Company that occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company. For purposes of this subsection (a), the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered an additional Change of Control; or

(b) A change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or for purposes of this subsection (b), once any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered an additional Change of Control; or

(c) A change in the ownership of a “substantial portion of the Company’s assets”, as defined herein. For this purpose, a “substantial portion of the Company’s assets” shall mean assets of the Company having a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such change in ownership. For purposes of this subsection (c), a change in ownership of a substantial portion of the Company’s assets occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that constitute a “substantial portion of the Company’s assets.” For purposes of this subsection (c), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (A) a transfer to an entity that is controlled by the Company’s stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in

exchange for or with respect to the Company's stock, (2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (c). For purposes of this subsection (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

(d) For purposes of Section 2.11, the following rules will apply. A transaction will not constitute a Change of Control unless the transaction qualifies as a change of control event within the meaning of Section 409A. Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. A transaction will not constitute a Change of Control if its primary purpose is to: (1) change the state of the Company's incorporation, or (2) create a holding company that will be owned in substantially the same proportions by the persons who held the Company's voting securities immediately before such transaction. For purposes of Section 2.11(a), a change in ownership of the Company will not constitute a Change of Control if the stockholders of the Company immediately before such change in ownership, continue to retain, immediately after the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more of the total voting power of the securities of the Company, and such retained ownership is in substantially the same relative proportions to one another (among the stockholders of the Company immediately before the change in ownership) as their ownership of shares of the Company's voting securities immediately prior to the change in ownership. For this purpose, indirect beneficial ownership shall include, but not be limited to, ownership of the voting securities of one or more corporations or other entities that, directly or indirectly, own the Company.

2.12 "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.13 "Committee" means the committee appointed by the Board (pursuant to Section 3.1) to administer the Plan. As of the Effective Date, and until otherwise determined by the Board, the Compensation Committee of the Board will serve as the Committee.

2.14 "Common Stock Equivalent" or "CSE" means an Award granted to a Nonemployee Director that, pursuant to Section 12, is designated as a CSE.

2.15 "Company" means Gartner, Inc., a Delaware corporation, or any successor thereto.

2.16 "Consultant" means any consultant, independent contractor, or other person who provides significant services to the Company or its Affiliates, but who is not an Employee or a Director. However, a person shall not be eligible to be granted an Award if inclusion of that person as a Consultant would cause the Awards and/or Shares available under the Plan to be ineligible for registration on a Form S-8 Registration Statement under the 1933 Act.

2.17 "Contract Value" means as to any Performance Period, the value attributable to all of the Company's subscription-related research products that recognize revenue on a ratable basis. Contract value is calculated as the annualized value of all subscription research contracts in effect at a specific point in time, without regard to the duration of the contract.

2.18 "Determination Date" means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "performance-based compensation" under Section 162(m) of the Code.

2.19 "Director" means any individual who is a member of the Board of Directors of the Company.

2.20 "Disability" means a permanent and total disability within the meaning of Section 22(e)(3) of the Code. In the case of Awards other than Incentive Stock Options, the Committee, in its discretion, may determine that a different definition of Disability shall apply in accordance with standards adopted by the Committee from time to time.

2.21 "Earnings per Share" means as to any Performance Period, the Company's Profit, divided by the number of common shares outstanding for the Performance Period.

2.22 "Economic Value Added" means as to any Performance Period, the Company's Profit, minus average cost of capital employed.

2.23 "Expense Management" means as to any Performance Period, the objective goals set by the Committee for expense control.

2.24 "Employee" means any employee of the Company or of an Affiliate, whether such employee is so employed at the time the Plan is adopted or becomes so employed subsequent to the adoption of the Plan. Neither service as a Director nor payment of a director's fee by the Company will constitute "employment" by the Company.

2.25 "Exchange Program" means a program under which outstanding Awards are amended to provide for a lower Exercise Price or surrendered or cancelled in exchange for (a) Awards with a lower Exercise Price, (b) a different type of Award, (c) cash, or (d) a combination of (a), (b) and/or (c). Notwithstanding the preceding, the term Exchange Program does not include any (i) action described in Sections 4.3 or 4.4 nor (ii) transfer or other disposition permitted under Sections 13.7 and 13.8. The implementation of any Exchange Program is subject to stockholder approval as required under Section 3.2.

2.26 "Exercise Price" means the price at which a Share may be purchased by a Participant pursuant to the exercise of an Option or SAR.

2.27 "Fair Market Value" means the selling price for Shares on the relevant date, or if there were no sales on such date, the average of the selling prices on the immediately following and preceding trading dates, in either case as reported by the New York Stock Exchange or such other source selected in the discretion of the Committee (or its delegate). As determined in the discretion of the Committee, for this purpose, the selling price may be based on the opening, closing, actual, high, low, or average selling prices of Shares on the relevant date. Unless and until determined otherwise by the Committee, the selling price used for determining Fair Market Value shall be the closing price of a Share on the relevant date. Notwithstanding the preceding, for federal, state, and local income tax reporting purposes, fair market value shall be determined by the Committee (or the Company) in accordance with uniform and nondiscriminatory standards adopted by it from time to time.

2.28 "Fiscal Quarter" means a fiscal quarter within a Fiscal Year of the Company.

2.29 "Fiscal Year" means the fiscal year of the Company.

2.30 "Grant Date" means, with respect to an Award, the date on which the Committee makes the determination granting such Award, or such later date as is

determined by the Committee at the time it approves the grant. With respect to an Award granted under the automatic grant provisions of Section 12, “Grant Date” means the applicable date of grant specified in Section 12. The Grant Date of an Award shall not be earlier than the date the Award is approved by the Committee.

2.31 “Incentive Stock Option” means an Option to purchase Shares that by its terms qualifies as and is intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

2.32 “Nonemployee Director” means a Director who is not an employee of the Company or any Affiliate.

2.33 “Nonemployee Director Compensation” means the cash retainer and meeting fees that are payable to a Nonemployee Director for service on the Board for a calendar year.

2.34 “Nonqualified Stock Option” means an option to purchase Shares that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

2.35 “Option” means an Incentive Stock Option or a Nonqualified Stock Option.

2.36 “Participant” means the holder of an outstanding Award.

2.37 “Performance Goals” means the goal(s) (or combined goal(s)) determined by the Committee (in its discretion) to be applicable to a Participant with respect to an Award. As determined by the Committee, the Performance Goals applicable to an Award shall provide for a targeted level or levels of achievement using one or more of the following measures: (a) Cash Flow, (b) Contract Value, (c) Earnings Per Share, (d) Economic Value Added, (e) Expense Management, (f) Profit, (g) Return on Capital, (h) Return on Equity, (i) Revenue and (j) Total Shareholder Return. Any Performance Goal used may be measured (1) in absolute terms, (2) in combination with another Performance Goal or Goals (for example, but not by way of limitation, as a ratio or matrix), (3) in relative terms (including, but not limited to, as compared to results for other periods of time, and/or against another company, companies or an index or indices), (4) on a per-share or per-capita basis, (5) against the performance of the Company as a whole or a specific business unit(s), business segment(s) or product(s) of the Company, and/or (6) on a pre-tax or after-tax basis. Prior to the Determination Date, the Committee, in its discretion, will determine whether any significant element(s) or item(s) will be included in or excluded from the calculation of any Performance Goal with respect to any Participants (for example, but not by way of limitation, the effect of mergers and acquisitions). As determined in the discretion of the Committee prior to the Determination Date, achievement of Performance Goals for a particular Award may be calculated in accordance with the Company’s financial statements, prepared in accordance with generally accepted accounting principles, or as adjusted for certain costs, expenses, gains and losses to provide non-GAAP measures of operating results.

2.38 “Performance Period” means any Fiscal Quarter or such other period longer than a Fiscal Quarter, as determined by the Committee in its sole discretion.

2.39 “Performance Share” means an Award granted to a Participant pursuant to Section 9.

2.40 “Performance Unit” means an Award granted to a Participant pursuant to Section 8.

2.41 “Plan” means the Gartner, Inc. 2014 Long-Term Incentive Plan, as set forth in this instrument and as hereafter amended from time to time.

2.42 “Profit” means as to any Performance Period, income.

2.43 “Restricted Stock” means restricted Shares granted pursuant to a Restricted Stock Award.

2.44 “Restricted Stock Award” means an Award granted to a Participant pursuant to Section 7.

2.45 “Restricted Stock Unit” means an Award granted to a Participant pursuant to Section 10.

2.46 “Return on Capital” means as to any Performance Period, Profit divided by invested capital.

2.47 “Return on Equity” means as to any Performance Period, the percentage equal to Profit divided by stockholder’s equity.

2.48 “Revenue” means as to any Performance Period, net sales.

2.49 “Rule 16b-3” means Rule 16b-3 promulgated under the 1934 Act, and any future regulation amending, supplementing or superseding such regulation.

2.50 “SAR” or “Stock Appreciation Right” means an Award, granted alone or in connection with a related Option, that pursuant to Section 6 is designated as an SAR.

2.51 “Section 16(b)” means Section 16(b) of the 1934 Act.

2.52 “Section 16 Person” means an individual who, with respect to Shares, is subject to Section 16 of the 1934 Act and the rules and regulations promulgated thereunder.

2.53 “Section 409A” means Section 409A of the Code.

2.54 “Shares” means the shares of common stock, par value \$0.0005 per share, of the Company.

2.55 “Subsidiary” means any corporation in an unbroken chain of corporations beginning with the Company as the corporation at the top of the chain, but only if each of the corporations below the Company (other than the last corporation in the unbroken chain) then owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain, or if Section 424(f) of the Code is modified after the Effective Date, a “subsidiary corporation” as defined in Section 424(f) of the Code.

2.56 “Tax Obligations” means tax and social insurance liability obligations and requirements in connection with the Awards, including, without limitation, (a) all federal, state, and local taxes (including the Participant’s Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the employing Affiliate, (b) the Participant’s and, to the extent required by the Company (or Affiliate), the Company’s (or Affiliate’s) fringe benefit tax liability, if any,

associated with the grant, vesting, or exercise of an Award or sale of Shares, and (c) any other Company (or Affiliate) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to such Award (or exercise thereof or issuance of Shares thereunder).

2.57 “Termination of Service” means (a) in the case of an Employee, a cessation of the employee-employer relationship between the Employee and the Company or an Affiliate for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, Disability, retirement or the disaffiliation of an Affiliate, but excluding any such termination where there is a simultaneous reemployment by the Company or an Affiliate; (b) in the case of a Consultant, a cessation of the service relationship between the Consultant and the Company or an Affiliate for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, Disability, or the disaffiliation of an Affiliate, but excluding any such termination where there is a simultaneous re-engagement of the consultant by the Company or an Affiliate; and (c) in the case of a Nonemployee Director, a cessation of the Director’s service on the Board for any reason, including, but not by way of limitation, a termination by resignation, death, Disability or non-reelection to the Board. The Committee, in its discretion, may specify in an Award Agreement whether or not a Termination of Service will be deemed to occur when a Participant changes capacities (for example, when an Employee ceases to be such but immediately thereafter becomes a Consultant).

2.58 “Total Shareholder Return” means as to any Performance Period, the total return (change in share price, including treatment of dividends, if any, as determined by the Committee) of a Share.

### SECTION 3 ADMINISTRATION

3.1 The Committee. The Plan shall be administered by the Committee. The Committee shall consist of not less than two (2) Directors who shall be appointed from time to time by, and shall serve at the pleasure of, the Board of Directors. The Committee shall be comprised solely of Directors who are (a) “outside directors” under Section 162(m), and (b) “non-employee directors” under Rule 16b-3.

3.2 Authority of the Committee. It shall be the duty of the Committee to administer the Plan in accordance with the Plan’s provisions. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Employees, Consultants and Directors shall be granted Awards, (b) prescribe the terms and conditions of the Awards, (c) interpret the Plan and the Awards, (d) adopt such procedures and subplans as are necessary or appropriate for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws, (e) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and (f) interpret, amend or revoke any such rules. Notwithstanding the preceding, the Committee shall not implement an Exchange Program without the approval of the holders of a majority of the Shares that are present in person or by proxy and entitled to vote at any Annual or Special Meeting of Stockholders of the Company.

3.3 Delegation by the Committee. 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, except that the Committee may not delegate all or any part of its authority under the Plan with respect to Awards granted to any individual who is subject to Section 16(b). Notwithstanding the foregoing, with respect to Awards that are intended to qualify as performance-based compensation under Section 162(m) of the Code, the Committee may not delegate its authority and powers with respect to such Awards if such delegation would cause the Awards to fail to so qualify. To the extent of any delegation by the Committee, references to the Committee in this Plan and any Award Agreement shall be deemed also to include reference to the applicable delegate(s).

3.4 Decisions Binding. All interpretations, determinations and decisions made by the Committee, the Board, and any delegate of the Committee pursuant to the provisions of the Plan shall be final, conclusive, and binding on all persons, and shall be given the maximum deference permitted by law.

### SECTION 4 SHARES SUBJECT TO THE PLAN

4.1 Number of Shares. Subject to adjustment as provided in Section 4.3, the total number of Shares available issuance under the Plan shall not exceed the sum of (a) not more than 2,200,000 Shares, plus (b) the number of Shares that, as of May 29, 2014, remain available for issuance under the Company’s 2003 Long-Term Incentive Plan, for a total not to exceed 8,000,000 Shares. (The 2003 Long-Term Incentive Plan will be terminated on the Effective Date and no further awards will be made under that plan, assuming in each case that stockholder approval of this Plan is obtained at the 2014 Annual Meeting). Shares granted under the Plan may be either authorized but unissued Shares or treasury Shares.

4.2 Return of Certain Shares. If an Award expires without having been exercised in full, or is forfeited to or repurchased by the Company due to failure to vest, the unpurchased, forfeited or repurchased Shares will become available for future grant or sale under the Plan (unless the Plan has terminated). Upon exercise of an Option or Stock Appreciation Right settled in Shares, the gross number of Shares covered by the portion of the Award so exercised will cease to be available under the Plan. Shares used to pay the exercise or purchase price of an Award and/or to satisfy the tax withholding obligations related to an Award will not become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not reduce the number of Shares available for issuance under the Plan. Shares purchased by the Company in the open market with proceeds from Option exercises will not be added to the Share reserve under the Plan. Notwithstanding the foregoing provisions of this Section 4.2, subject to adjustment provided in Section 4.3, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 4.1, plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan under this Section 4.2.

4.3 Adjustments in Awards and Authorized Shares. In the event that any dividend (other than regular, ongoing dividends) or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares such that an adjustment is determined by the Committee (in its sole discretion) to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust the number, type and class of shares (or other equity interests) that may be delivered under the Plan, the number, type class, and price of shares (or other equity interests) subject to outstanding Awards, and the numerical limits of Sections 5.1, 6.1, 7.1, 8.1, 9.1, and 10.1. Notwithstanding the preceding, the number of shares (or other equity interests) subject to any Award always shall be a whole number.

4.4 Change of Control. In the event of a Change of Control, each outstanding Award will be treated as the Committee (in its discretion) determines, including, without limitation, that each Award be assumed or an equivalent option or right be substituted by the successor corporation or a parent or Subsidiary of the successor corporation. The Committee will not be required to treat all Awards similarly in the transaction.

4.4.1 Non-Assumption of Awards. If, in connection with a Change of Control, (i) the successor corporation (or a parent or Subsidiary of the successor corporation) does not irrevocably assume or substitute outstanding Awards with awards of equal or greater value having terms and conditions no less favorable to each Participant than those applicable to the Awards immediately prior to the Change of Control or (ii) the Company is the surviving entity, but adjustments necessary to preserve the value of outstanding Awards have not been made, with respect to such Awards and no later than immediately prior to the Change of Control: (a) each Participant will vest fully in, and have the right to exercise, all of such Awards that are Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, (b) all other such Awards that are not Options or SARs will fully vest and any applicable restrictions will lapse, and (c) with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of the target levels of performance applicable to such Awards, and all other terms and conditions met. In addition, if an Option or SAR granted is not assumed or substituted in the event of a Change of Control, the Option or Stock Appreciation Right will terminate upon the Change of Control provided that either (1) before the Change of Control, the Committee notifies the Participant in writing or electronically that the Option or SAR will be exercisable for a period of time determined by the Committee in its sole discretion, or (2) immediately after the Change of Control, the Participant receives a cash payment equal to the Fair Market Value (calculated at the time of the Change of Control) of the Shares covered by the Option or SAR, minus the Exercise Price of the Shares covered by the Option or SAR. All Awards that become fully vested pursuant to this Section 4.4.1 will terminate and expire upon the occurrence of the Change of Control.

4.4.2 Assumption. For the purposes of this Section 4.4, an Award will be considered assumed if, following the Change of Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change of Control, the consideration (whether stock, cash, or other securities or property) received in the Change of Control by holders of Shares held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the greatest number of holders of outstanding Shares); provided, however, that if such consideration received in the Change of Control is not solely common stock of the successor corporation or its parent, the Committee may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or SAR or upon the payout of any other Award, for each Share subject to such Award, 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 Shares in the Change of Control. Notwithstanding anything in this Section 4.4 to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change of Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

## SECTION 5 STOCK OPTIONS

5.1 Grant of Options. Subject to the terms and provisions of the Plan, Options may be granted to Employees, Directors and Consultants at any time and from time to time as determined by the Committee in its sole discretion. The Committee, in its sole discretion, shall determine the number of Shares subject to each Option, provided that during any Fiscal Year, no Participant shall be granted Options (and/or SARs) covering more than a total of 2,000,000 Shares. The Committee may grant Incentive Stock Options, Nonqualified Stock Options, or a combination thereof.

5.2 Award Agreement. Each Option shall be evidenced by an Award Agreement that shall specify the Exercise Price, the expiration date of the Option, the number of Shares covered by the Option, any conditions to exercise the Option, and such other terms and conditions as the Committee, in its discretion, shall determine. The Award Agreement shall also specify whether the Option is intended to be an Incentive Stock Option or a Nonqualified Stock Option.

5.3 Exercise Price. Subject to the provisions of this Section 5.3, the Exercise Price for each Option shall be determined by the Committee in its sole discretion.

5.3.1 Nonqualified Stock Options. The Exercise Price of each Nonqualified Stock option shall be determined by the Committee in its discretion but shall be not less than one hundred percent (100%) of the Fair Market Value of a Share on the Grant Date.

5.3.2 Incentive Stock Options. In the case of an Incentive Stock Option, the Exercise Price shall be not less than one hundred percent (100%) of the Fair Market Value of a Share on the Grant Date; provided, however, 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, the Exercise Price shall be not less than one hundred and ten percent (110%) of the Fair Market Value of a Share on the Grant Date.

5.3.3 Substitute Options. Notwithstanding the other provisions of this Section 5.3, in the event that the Company or a Subsidiary consummates a transaction described in Section 424(a) of the Code (e.g., the acquisition of property or stock from an unrelated corporation), persons who become Employees, Nonemployee Directors or Consultants on account of such transaction may be granted Options in substitution for options granted by their former employer. If such substitute Options are granted, the Committee, in its sole discretion and consistent with Section 424(a) of the Code, may determine that such substitute Options shall have an Exercise Price less than one hundred percent (100%) of the Fair Market Value of the Shares on the Grant Date.

5.4 Expiration of Options.

5.4.1 Expiration Dates. Each Option shall terminate no later than the first to occur of the following events:

- (a) The date for termination of the Option set forth in the Award Agreement; or
- (b) The expiration of ten (10) years from the Grant Date.

5.4.2 Committee Discretion. Subject to the ten (10)-year limit of Section 5.4.1, the Committee, in its sole discretion, (a) shall provide in each Award Agreement when each Option expires and becomes unexercisable, and (b) may, after an Option is granted, extend the maximum term of the Option (subject to Section 5.8.4 regarding Incentive Stock Options). With respect to the Committee's authority in Section 5.4.2(b), if, at the time of any such extension, the Exercise Price of the Option is less than the Fair Market Value of a Share, the extension shall, unless otherwise determined by the Committee, be limited to the earlier of (1) the maximum term of the Option as set by its original terms, or (2) ten (10) years from the Grant Date. Unless otherwise determined by the Committee, any extension of the term of an Option pursuant to this Section 5.4.2 shall comply with Section 409A to the extent applicable.

5.5 Exercisability of Options. Options granted under the Plan shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall determine in its sole discretion (but subject to Section 13.12). An Option may not be exercised for a fraction of a Share. After an Option is granted, the Committee, in its sole discretion (but subject to Section 13.12), may accelerate the exercisability of the Option.

5.6 Payment. In order to exercise an Option, the Participant shall give notice in the form specified by the Company and follow such procedures as the Company (or its designee) may specify from time to time. Exercise of an Option also requires that the Participant make arrangements satisfactory to the Company for full payment of the Exercise Price for the Shares. All exercise notices shall be given in the form and manner specified by the Company from time to time.

The Exercise Price shall be payable to the Company in full in cash or its equivalent. The Committee, in its sole discretion, also may permit exercise (a) by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the total Exercise Price, or (b) by any other means which the Committee, in its sole discretion, determines to both provide legal consideration for the Shares, and to be consistent with the purposes of the Plan. As soon as practicable after receipt of a notification of exercise satisfactory to the Company and full payment for the Shares purchased, the Company shall deliver to the Participant (or the Participant's designated broker), Share certificates (which may be in book entry form) representing such Shares. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 4.3 of the Plan.

5.7 Restrictions on Share Transferability. The Committee may impose such restrictions on any Shares acquired pursuant to the exercise of an Option as it may deem advisable, including, but not limited to, restrictions related to applicable federal securities laws, the requirements of any national securities exchange or system upon which Shares are then listed or traded, or any blue sky or state securities laws.

#### 5.8 Certain Additional Provisions for Incentive Stock Options.

5.8.1 Exercisability. 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) shall not exceed \$100,000.

5.8.2 Termination of Service. No Incentive Stock Option may be exercised more than three (3) months after the Participant's Termination of Service for any reason other than Disability or death, unless (a) the Participant dies during such three-month period, and/or (b) the Award Agreement or the Committee permits later exercise (in which case the Option instead may be deemed to be a Nonqualified Stock Option). No Incentive Stock Option may be exercised more than one (1) year after the Participant's Termination of Service on account of Disability, unless (a) the Participant dies during such one-year period, and/or (b) the Award Agreement or the Committee permit later exercise (in which case the option instead may be deemed to be a Nonqualified Stock Option).

5.8.3 Employees Only. Incentive Stock Options may be granted only to persons who are employees of the Company or a Subsidiary on the Grant Date.

5.8.4 Expiration. No Incentive Stock Option may be exercised after the expiration of ten (10) years from the Grant Date; provided, however, that if the Option 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, the Option may not be exercised after the expiration of five (5) years from the Grant Date.

5.8.5 Leave of Absence. For purposes of Incentive Stock Options, no leave of absence may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonqualified Stock Option.

## SECTION 6

### STOCK APPRECIATION RIGHTS

6.1 Grant of SARs. Subject to the terms and conditions of the Plan, a SAR may be granted to Employees, Directors and Consultants at any time and from time to time as shall be determined by the Committee, in its sole discretion.

6.1.1 Number of Shares. The Committee shall have complete discretion to determine the number of SARs granted to any Participant, provided that during any Fiscal Year, no Participant shall be granted SARs (and/or Options) covering more than a total of 2,000,000 Shares.

6.1.2 Exercise Price and Other Terms. The Committee, subject to the provisions of the Plan, shall have complete discretion to determine the terms and conditions of SARs granted under the Plan. The Exercise Price of each SAR shall be determined by the Committee in its discretion but shall not be less than one hundred percent (100%) of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, SARs may be granted with a per Share Exercise Price of less than one hundred percent (100%) of the Fair Market Value per Share on the Grant Date pursuant to the rules of Section 5.3.3, which also shall apply to SARs.

6.2 SAR Agreement. Each SAR grant shall be evidenced by an Award Agreement that shall specify the Exercise Price, the term of the SAR, the conditions of exercise, and such other terms and conditions as the Committee, in its sole discretion, shall determine (but subject to Section 13.12).

6.3 Expiration of SARs. An SAR granted under the Plan shall expire upon the date determined by the Committee, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 5.4 also shall apply to SARs.

6.4 Payment of SAR Amount. Upon exercise of an SAR, a Participant shall be entitled to receive payment from the Company in an amount determined by multiplying:

(a) The difference between the Fair Market Value of a Share on the date of exercise over the Exercise Price; times

(b) The number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment upon SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued under the SAR, except as provided in Section 4.3 of the Plan.

## SECTION 7

### RESTRICTED STOCK AWARDS

7.1 Grant of Restricted Stock Awards. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant Shares of

Restricted Stock to Employees, Directors and Consultants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Shares to be granted to each Participant, provided that during any Fiscal Year, no Participant shall receive more than a total of 1,000,000 Shares of Restricted Stock (and/or Performance Shares or Restricted Stock Units).

7.2 Restricted Stock Award Agreement. Each Restricted Stock Award shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine (but subject to Section 13.12). Unless the Committee (or its designee(s)) determine otherwise, Shares of Restricted Stock shall be held by the Company as escrow agent until the restrictions on such Shares have lapsed.

7.3 Transferability. Except as provided in this Section 7 or Section 13.8, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable vesting period.

7.4 Other Restrictions. The Committee, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate, in accordance with this Section 7.4.

7.4.1 General Restrictions. The Committee may set restrictions based upon the Participant's continued employment or service with the Company and its Affiliates, the achievement of specific performance objectives (Company-wide, departmental, or individual), applicable federal or state securities laws, or any other basis determined by the Committee in its discretion (for example, but not by way of limitation, continuous service as an Employee, Director or Consultant).

7.4.2 Section 162(m) Performance Restrictions. For purposes of qualifying Restricted Stock Awards as "performance-based compensation" under Section 162(m) of the Code, the Committee, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals shall be set by the Committee on or before the Determination Date. In granting Restricted Stock Awards which are intended to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Restricted Stock Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

7.4.3 Legend on Certificates. The Committee, in its discretion, may require that a legend be placed on the certificates representing Restricted Stock to give appropriate notice of the applicable restrictions.

7.5 Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock Award shall be released from escrow as soon as practicable after the last day of the vesting period. The Committee, in its discretion and subject to Section 13.12, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend(s) under Section 7.4.3 removed from his or her Share certificate(s), and the Shares shall be freely transferable by the Participant. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

7.6 Voting Rights. During the vesting period, Participants holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Committee determines otherwise.

7.7 Dividends and Other Distributions. During the vesting period, Participants holding Shares of Restricted Stock shall be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. Any such dividends or distribution shall be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid, unless otherwise provided in the Award Agreement.

7.8 Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed shall be forfeited to the Company and, except as otherwise determined by the Committee and subject to Section 4.2, again shall become available for grant under the Plan.

## SECTION 8

### PERFORMANCE UNITS

8.1 Grant of Performance Units. Performance Units may be granted to Employees, Directors and Consultants at any time and from time to time, as shall be determined by the Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Performance Units granted to each Participant provided that during any Fiscal Year, no Participant shall receive Performance Units having an initial value greater than \$5,000,000.

8.2 Value of Performance Units. Each Performance Unit shall have an initial value that is established by the Committee on or before the Grant Date.

8.3 Performance Objectives and Other Terms. The Committee, in its discretion, shall set performance objectives or other vesting criteria (subject to Section 13.12) that, depending on the extent to which they are met, will determine the number or value of Performance Units that will be paid out to the Participants. Each Award of Performance Units shall be evidenced by an Award Agreement that shall specify any applicable Performance Period, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

8.3.1 General Performance Objectives or Vesting Criteria. The Committee may set performance objectives or vesting criteria based upon the achievement of Company-wide, departmental, or individual goals, applicable federal or state securities laws, or any other basis determined by the Committee in its discretion (for example, but not by way of limitation, continuous service as an Employee, Director or Consultant).

8.3.2 Section 162(m) Performance Objectives. For purposes of qualifying grants of Performance Units as "performance-based compensation" under Section 162(m) of the Code, the Committee, in its discretion, may determine that the performance objectives applicable to Performance Units shall be based on the achievement of Performance Goals. The Performance Goals shall be set by the Committee on or before the Determination Date. In granting Performance Units that are intended to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Performance Units under Section 162(m) of the Code (e.g., in determining the Performance Goals).

8.4 Earning of Performance Units. After the applicable Performance Period has ended, the holder of Performance Units shall be entitled to receive a payout of the number of Performance Units earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives have been achieved. After the grant of a Performance Unit, the Committee, in its sole discretion (but subject to Section 13.12), may reduce or waive any performance objectives for such Performance Unit and may accelerate the time at which any restrictions will lapse or be removed.

8.5 Form and Timing of Payment of Performance Units. Payment of earned Performance Units shall be made as soon as practicable after the expiration of the

applicable Performance Period (subject to any deferral permitted under Section 13.1), or as otherwise provided in the applicable Award Agreement or as required by Applicable Laws. The Committee, in its sole discretion, may pay earned Performance Units in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units at the close of the applicable Performance Period) or in a combination thereof.

8.6 Cancellation of Performance Units. On the date set forth in the Award Agreement, all unearned or unvested Performance Units shall be forfeited to the Company, and, except as otherwise determined by the Committee and subject to Section 4.2, again shall be available for grant under the Plan.

## SECTION 9 PERFORMANCE SHARES

9.1 Grant of Performance Shares. Performance Shares may be granted to Employees, Directors and Consultants at any time and from time to time, as shall be determined by the Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Performance Shares granted to each Participant, provided that during any Fiscal Year, no Participant shall be granted more than a total of 1,000,000 Performance Shares (and/or Shares of Restricted Stock or Restricted Stock Units).

9.2 Value of Performance Shares. Each Performance Share shall have an initial value equal to the Fair Market Value of a Share on the Grant Date.

9.3 Performance Share Agreement. Each Award of Performance Shares shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Performance Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

9.4 Performance Objectives and Other Terms. The Committee, in its discretion, shall set performance objectives or other vesting criteria (subject to Section 13.12) that, depending on the extent to which they are met, will determine the number or value of Performance Shares that will be paid out to the Participants. Each Award of Performance Shares shall be evidenced by an Award Agreement that shall specify the Performance Period, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

9.4.1 General Performance Objectives or Vesting Criteria. The Committee may set performance objectives or vesting criteria based upon the achievement of Company-wide, departmental, or individual goals, applicable federal or state securities laws, or any other basis determined by the Committee in its discretion (for example, but not by way of limitation, continuous service as an Employee, Director or Consultant).

9.4.2 Section 162(m) Performance Objectives. For purposes of qualifying grants of Performance Shares as “performance-based compensation” under Section 162(m) of the Code, the Committee, in its discretion, may determine that any performance objectives applicable to Performance Shares shall be based on the achievement of Performance Goals. In that case, the Performance Goals shall be set by the Committee on or before the Determination Date. In granting Performance Shares that are intended to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Performance Shares under Section 162(m) of the Code (e.g., in determining the Performance Goals).

9.5 Earning of Performance Shares. After the applicable Performance Period has ended, the holder of Performance Shares shall be entitled to receive a payout of the number of Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives have been achieved. After the grant of a Performance Share, the Committee, in its sole discretion, may reduce or waive any performance objectives for such Performance Share and may accelerate the time at which any restrictions will lapse or be removed (but in all cases subject to Section 13.12).

9.6 Form and Timing of Payment of Performance Shares. Payment of vested Performance Shares shall be made as soon as practicable after the expiration of the applicable Performance Period (subject to any deferral permitted under Section 13.1), or as otherwise provided in the applicable Award Agreement or as required by Applicable Laws. The Committee, in its sole discretion, may pay earned Performance Shares in the form of cash, in Shares or in a combination thereof.

9.7 Cancellation of Performance Shares. On the date set forth in the Award Agreement, all unvested Performance Shares shall be forfeited to the Company, and except as otherwise determined by the Committee and subject to Section 4.2, again shall be available for grant under the Plan.

## SECTION 10 RESTRICTED STOCK UNITS

10.1 Grant of Restricted Stock Units. Restricted Stock Units may be granted to Employees, Directors and Consultants at any time and from time to time, as shall be determined by the Committee, in its sole discretion. The Committee shall have complete discretion in determining the number of Restricted Stock Units granted to each Participant, provided that during any Fiscal Year, no Participant shall be granted more than a total of 1,000,000 Restricted Stock Units (and/or Shares of Restricted Stock or Performance Shares).

10.2 Value of Restricted Stock Units. Each Restricted Stock Unit shall have an initial value equal to the Fair Market Value of a Share on the Grant Date.

10.3 Restricted Stock Unit Agreement. Each Award of Restricted Stock Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Stock Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

10.4 Vesting and Other Terms. The Committee, in its discretion, shall set performance objectives or other vesting criteria (subject to Section 13.12) that, depending on the extent to which they are met, will determine the number or value of Restricted Stock Units that will be paid out to the Participants. Each Award of Restricted Stock Units shall be evidenced by an Award Agreement that shall specify the Performance Period, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

10.4.1 General Performance Objectives or Vesting Criteria. The Committee may set performance objectives or vesting criteria based upon the achievement of Company-wide, departmental, or individual goals, applicable federal or state securities laws, or any other basis determined by the Committee in its discretion (for example, but not by way of limitation, continuous service as an Employee, Director or Consultant).

10.4.2 Section 162(m) Performance Objectives. For purposes of qualifying grants of Restricted Stock Units as “performance-based compensation” under Section 162(m) of the Code, the Committee, in its discretion, may determine that any performance objectives applicable to Restricted Stock Units shall be based on the achievement of Performance Goals. In that case, the Performance Goals shall be set by the Committee on or before the Determination Date. In granting Restricted Stock Units that are intended to qualify under Section 162(m) of the Code, the Committee shall follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Restricted Stock Units under Section 162(m) of the Code (e.g., in determining the Performance Goals).

10.5 Earning of Restricted Stock Units. After the applicable vesting period has ended, the holder of Restricted Stock Units shall be entitled to receive a payout of the number of Restricted Stock Units earned by the Participant over the vesting period. After the grant of a Restricted Stock Unit, the Committee, in its sole discretion, may reduce or waive any vesting condition that must be met to receive a payout for such Restricted Stock Unit and may accelerate the time at which any restrictions will lapse or be removed (but in all cases subject to Section 13.12).

10.6 Form and Timing of Payment of Restricted Stock Units. Payment of vested Restricted Stock Units shall be made as soon as practicable after the date(s) set forth in the Award Agreement (subject to any deferral permitted under Section 13.1) or as otherwise provided in the applicable Award Agreement or as required by Applicable Laws. The Committee, in its sole discretion, may pay Restricted Stock Units in the form of cash, in Shares or in a combination thereof.

10.7 Cancellation of Restricted Stock Units. On the date set forth in the Award Agreement, all unearned Restricted Stock Units shall be forfeited to the Company, and except as otherwise determined by the Committee and subject to Section 4.2, again shall be available for grant under the Plan.

## SECTION 11

### PERFORMANCE-BASED COMPENSATION UNDER CODE SECTION 162(m)

11.1 General. If the Committee, in its discretion, decides to grant an Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the provisions of this Section 11 will control over any contrary provision in the Plan. The Committee, in its discretion, also may grant Awards that are not intended to qualify as “performance-based compensation” under Section 162(m) of the Code.

11.2 Performance Goals. The granting and/or vesting of Awards of Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units and other incentives under the Plan may, in the discretion of the Committee, be made subject to the achievement of one or more Performance Goals.

11.3 Procedures. To the extent necessary to comply with the “performance-based compensation” provisions of Section 162(m) of the Code, with respect to any Award granted subject to Performance Goals and intended to qualify as “performance-based compensation” under such section, on or before the Determination Date (i.e., within the first twenty-five percent (25%) of the Performance Period, but in no event more than ninety (90) days following the commencement of any Performance Period or such other time as may be required or permitted by Section 162(m) of the Code), the Committee will, in writing, (i) designate one or more Participants to whom an Award will be made, (ii) determine the Performance Period, (iii) establish the Performance Goals and amounts that may be earned for the Performance Period, and (iv) determine any other terms and conditions applicable to the Award(s).

11.4 Additional Limitations. Notwithstanding any other provision of the Plan, any Award that is granted to a Participant and is intended to constitute qualified “performance-based compensation” under Section 162(m) of the Code will be subject to any additional limitations set forth in the Code (including any amendment to Section 162(m)) or any regulations and ruling issued thereunder that are requirements for qualification as “performance-based compensation” under Section 162(m) of the Code, and the Plan will be deemed amended to the extent necessary to conform to such requirements.

11.5 Determination of Amounts Earned. Following the completion of each Performance Period, the Committee will certify in writing whether the applicable Performance Goals have been achieved for such Performance Period. A Participant will be eligible to receive payment pursuant to an Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code for a Performance Period only if the Performance Goals for such period are achieved. In determining the amounts earned by a Participant pursuant to an Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Committee will have the right to (a) reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Period, (b) determine what actual Award, if any, will be paid in the event of a termination of employment as the result of a Participant’s death or disability or upon a Change of Control or in the event of a termination of employment following a Change of Control prior to the end of the Performance Period, and (c) determine what actual Award, if any, will be paid in the event of a termination of employment other than as the result of a Participant’s death or Disability prior to a Change of Control and prior to the end of the Performance Period to the extent an actual Award would have otherwise been achieved had the Participant remained employed through the end of the Performance Period.

## SECTION 12

### NONEMPLOYEE DIRECTOR AWARDS

12.1 General. As determined in the discretion of the Committee, Nonemployee Directors will be eligible to be granted all types of Awards under this Plan, including discretionary Awards not covered under this Section 12. All grants of CSEs to Nonemployee Directors pursuant to this Section 12 will be automatic and nondiscretionary, except as otherwise provided herein, and will be made in accordance with the following provisions. Notwithstanding any contrary provision of the Plan, no Participant who is a Nonemployee Director may be granted Awards during any Fiscal Year having a Grant Date fair value in excess of \$1,500,000 (calculated using the assumptions and methods used for recording compensation expense in the Company’s financial statements).

12.2 Award of Common Stock Equivalents. On an annual basis, each Nonemployee Director may elect to receive up to 50% of his or her Nonemployee Director Compensation in cash and the balance in CSEs. If a Nonemployee Director does not make such an election, his or her Nonemployee Director Compensation shall be paid 100% in CSEs. A Nonemployee Director also may elect to have CSEs delivered as Shares immediately upon grant instead of upon ceasing to be a member of the Board as set forth in Section 12.3 below. Elections under this Section 12.2 must be made no later than December 31st (or such earlier date as the Company may specify) of each calendar year with respect to Nonemployee Director Compensation to be earned for services to be performed as a Nonemployee Director during the following calendar year. Any such election shall remain in effect until changed or terminated by making a new election with respect to Nonemployee Director Compensation to be earned in the following calendar year, provided that such election must be made no later than the December 31st immediately preceding such calendar year. On the first business day of each of Fiscal Quarter, the Company shall grant to each Nonemployee Director that number of CSEs equal to that portion of his or her Nonemployee Director Compensation for the immediately preceding quarter that he or she has elected to receive in CSEs, divided by the Fair Market Value of a Share on such day.

12.2.1 Book-Entry Account; Nontransferability. The number of CSEs awarded to each Nonemployee Director shall be credited to a book-entry account established in the name of the Nonemployee 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 Nonemployee Director only by the Nonemployee Director or a permitted transferee.

12.2.2 Dividends. If the Company pays a cash dividend with respect to the Shares at any time while CSEs are credited to a Nonemployee Director’s account, additional CSEs shall be credited to the Nonemployee Director’s account equal to (a) the dollar amount of the cash dividend the Nonemployee Director would have received had he or she been the actual owner of the Shares to which the CSEs then credited to the Nonemployee Director’s account relate, divided by (b) the Fair

Market Value of one Share on the dividend payment date.

12.2.3 Stockholder Rights. A Nonemployee 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 CSEs to the Nonemployee Director's account, until certificates representing Shares are delivered to the Nonemployee Director (or his or her designated beneficiary or estate) upon conversion of the Nonemployee Director's CSEs to Shares pursuant to Section 12.3.

12.3 Settlement and Payment. On the date on which a Nonemployee Director ceases to be a member of the Board for any reason, the Company shall deliver to the Nonemployee Director (or his or her designated beneficiary or estate) a number of Shares equal to the whole number of CSEs then credited to the Nonemployee Director's account, or at the Nonemployee Director's option, shall have the Shares credited to an account for the Director with a brokerage firm of the Nonemployee Director's choosing. Notwithstanding the foregoing, if the Nonemployee Director made a timely election under Section 12.2 to have any grants of CSEs delivered as Shares immediately upon grant, the Company instead shall deliver the Shares as described on the Grant Date.

## SECTION 13 ADDITIONAL PROVISIONS

13.1 Deferrals. The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award. Any such deferral elections shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion and, unless otherwise expressly determined by the Committee, shall comply with the requirements of Section 409A.

13.2 Compliance with Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A, except as otherwise determined in the sole discretion of the Committee. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Section 409A and will be construed and interpreted in accordance with such intent, including with respect to any ambiguities or ambiguous terms, except as otherwise determined in the sole discretion of the Committee. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A. Each payment or benefit under this Plan and under each Award Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Notwithstanding anything to the contrary in the Plan, to the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided upon a "separation from service" to a Participant who is a "specified employee" shall be paid on the first business day after the date that is six (6) months following the Participant's separation from service (or upon the Participant's death, if earlier). Nothing contained in the Plan or an Award Agreement shall be construed as a guarantee of any particular tax effect with respect to an Award. The Company does not guarantee that any Awards provided under the Plan will satisfy the provisions of Code Section 409A, and in no event will the Company be liable for any or all portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of any non-compliance with Code Section 409A.

13.3 No Effect on Employment or Service. Nothing in the Plan or any Award shall interfere with or limit in any way the right of the Company to terminate any Participant's employment or service at any time, with or without cause. For purposes of the Plan, transfer of employment of a Participant between the Company and any one of its Affiliates (or between Affiliates) shall not be deemed a Termination of Service. Employment with the Company and its Affiliates is on an at-will basis only.

13.4 Participation. No Employee, Director or Consultant shall have the right to be selected to receive an Award under this Plan, or, having been so selected, to be selected to receive a future Award.

13.5 Indemnification. Each person who is or shall have been a member of the Committee, or of the Board, shall be indemnified and held harmless by the Company against and from (a) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any Award Agreement, and (b) from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold them harmless.

13.6 Successors. All obligations of the Company under the Plan, with respect to Awards granted hereunder, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

13.7 Beneficiary Designations. If permitted by the Committee, a Participant under the Plan may name a beneficiary or beneficiaries to whom any vested but unpaid Award shall be paid in the event of the Participant's death. Each such designation shall revoke all prior designations by the Participant and shall be effective only if given in a form and manner acceptable to the Committee. In the absence of any such designation, any vested benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate and, subject to the terms of the Plan and of the applicable Award Agreement, any unexercised vested Award may be exercised by the administrator or executor of the Participant's estate.

13.8 Limited Transferability of Awards. No Award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will, by the laws of descent and distribution, or to the limited extent provided in Section 13.7. All rights with respect to an Award granted to a Participant shall be available during his or her lifetime only to the Participant. Notwithstanding the foregoing, a Participant may, if the Committee (in its discretion) so permits, transfer an Award to an individual or entity other than the Company for estate planning or charitable purposes. Any such transfer shall be made as a gift (i.e., without consideration) and in accordance with such procedures as the Committee may specify from time to time.

13.9 No Rights as Stockholder. Except to the limited extent provided in Sections 7.6 and 7.7, no Participant (nor any beneficiary) shall have any of the rights or privileges of a stockholder of the Company with respect to any Shares issuable pursuant to an Award (or exercise thereof), unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Participant (or beneficiary).

13.10 Vesting of Awards following Change of Control. If, within 12 months after a Change of Control, a Participant's employment is terminated by the Company without Cause, the vesting of each outstanding Award held by such Participant that was granted prior to the Change of Control shall be accelerated and treated

as described in Section 4.4.1, as if the Award was not assumed or substituted for in the Change of Control. If a Participant who is a Nonemployee Director ceases to be such as of the date of a Change of Control (and does not become a member of the board of directors of the successor corporation, or a parent of the successor corporation), the vesting of each outstanding Award then held by the Participant that was granted on or after the Effective Date shall be accelerated as described in Section 4.4.1, as if the Award was not assumed or substituted for in the Change of Control. The accelerated vesting provided by this Section 13.10 shall not apply to an Award if: (a) the applicable Award Agreement specifically provides that the provisions of this Section 13.10 shall not apply to the Award, or (b) the Participant's employment or service on the Board is terminated due to the Participant's death or Disability.

13.11 Cancellation or Forfeiture of Awards. Notwithstanding any contrary provision of the Plan, the Committee, in its sole discretion, may require a Participant to forfeit, return or reimburse the Company all or any portion of his or her Actual Award, to the extent required by law or provided under any claw-back or similar policy adopted by the Company in the event of fraud, breach of a fiduciary duty, restatement of financial statements, or violation of material Company policies or agreements. In enforcing the preceding sentence, and without limiting the authority of the Committee, the Committee, in its sole and absolute discretion, may choose to cancel, rescind, forfeit, suspend or otherwise limit or restrict any unexpired Award and/or with respect to any Award for which vested Shares and/or cash already have been delivered or credited, rescind such delivery or credit or require the Participant pay to the Company Shares or cash having a value equal to the delivered or credited amount (including any subsequent increase in value). The Company shall be entitled to set off any such amount owed to the Company against any amount owed to the Participant by the Company, to the extent permitted by law.

13.12 Minimum Vesting Period for Awards. Each Award shall be granted with a vesting schedule that provides that the Award will not vest or become exercisable until at least the one (1) year anniversary of the Grant Date of such Award, subject to the other provisions of the Plan (including, without limitation, Section 4.4, Section 13.10, and the provisions of the Plan granting the Committee authority to accelerate the vesting of Awards). Notwithstanding the preceding, (a) with respect to Awards that, in the aggregate, result in the issuance of no more than five percent (5%) of the Shares authorized under Section 4.1, Awards may be granted (or outstanding Awards held may be modified to the extent otherwise permissible under the Plan) without regard to the one (1) year minimum vesting requirement, and (b) to the extent determined by the Committee in its discretion, the one (1) year minimum vesting requirement shall not apply in the case of the Participant's death, Disability or retirement.

## SECTION 14

### AMENDMENT, TERMINATION, AND DURATION

14.1 Amendment, Suspension, or Termination. The Board, in its sole discretion, may amend, suspend or terminate the Plan, or any part thereof, at any time and for any reason. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with applicable laws. In addition, an amendment will be subject to stockholder approval if the Committee or the Board, in their sole discretion, deems such amendment to be a material amendment, except with respect to such an amendment that will impact Awards covering, in the aggregate, no more than five percent (5%) of the shares reserved for issuance under the Plan. The following amendments shall be deemed material amendments for purposes of the preceding sentence: (a) material increases to the benefits accrued to Participants under the Plan; (b) increases to the number of securities that may be issued under the Plan; (c) material modifications to the requirements for participation in the Plan, and (d) the addition of a new provision allowing the Committee to lapse or waive restrictions at its discretion. The amendment, suspension, or termination of the Plan shall not, without the consent of the Participant, alter or impair any rights or obligations under any Award theretofore granted to such Participant. No Award may be granted during any period of suspension or after termination of the Plan. Termination of the Plan will not affect the Committee's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

14.2 Duration of the Plan. The Plan shall be effective as of the Effective Date, and subject to Section 14.1 (regarding the Board's right to amend or terminate the Plan), shall remain in effect until the earlier of (a) the date for termination selected by the Board, or (b) February 3, 2024.

## SECTION 15

### TAX WITHHOLDING

15.1 Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), or at such earlier time as the Tax Obligations are due, the Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all Tax Obligations.

15.2 Withholding Arrangements. The Committee, in its sole discretion and pursuant to such procedures as it may specify from time to time, may designate the method or methods by which a Participant may satisfy such Tax Obligations. As determined by the Committee in its discretion from time to time, these methods may include one or more of the following: (a) paying cash, (b) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the amount required to be withheld, (c) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum amount required to be withheld or remitted, provided the delivery of such Shares will not result in any adverse accounting consequences as the Committee determines in its sole discretion, (d) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Committee may determine in its sole discretion (whether through a broker or otherwise) equal to the Tax Obligations required to be withheld, (e) retaining from salary or other amounts payable to the Participant cash having a sufficient value to satisfy the Tax Obligations, or (f) any other means which the Committee, in its sole discretion, determines to both comply with Applicable Laws, and to be consistent with the purposes of the Plan. The amount of Tax Obligations will be deemed to include any amount that the Committee agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant or the Company, as applicable, with respect to the Award on the date that the amount of tax or social insurance liability to be withheld or remitted is to be determined. The Fair Market Value of the Shares to be withheld or delivered shall be determined as of the date that the Tax Obligations are required to be withheld.

## SECTION 16

### LEGAL CONSTRUCTION

16.1 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

16.2 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

16.3 Requirements of Law. Shares shall not be issued pursuant to the exercise or vesting of an Award unless the exercise or vesting of such Award and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance.

16.4 Securities Law Compliance. With respect to Section 16 Persons, transactions under this Plan are intended to qualify for the exemption provided by Rule 16b-3. To the extent any provision of the Plan, Award Agreement or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable or appropriate by the Committee.

16.5 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 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 required.

16.6 Inability to Obtain Authority. The Company will not be required to issue any Shares, cash or other property under the Plan unless all the following conditions are satisfied: (a) the admission of the Shares or other property to listing on all stock exchanges on which such class of stock or property then is listed; (b) the completion of any registration or other qualification or rule compliance of the Shares under any U.S. state or federal law or under the rulings or regulations of the Securities and Exchange Commission, the stock exchange on which Shares of the same class are then listed, or any other governmental regulatory body, as counsel to the Company, in its absolute discretion, deems necessary or advisable; (c) the obtaining of any approval or other clearance from any U.S. federal, state or other governmental agency, which counsel to the Company, in its absolute discretion, determines to be necessary or advisable; and (d) the lapse of such reasonable period of time following the Grant Date, vesting and/or exercise as the Company may establish from time to time for reasons of administrative convenience. If the Committee determines, in its absolute discretion, that after reasonable, good faith efforts by the Company, one or more of the preceding conditions will not be satisfied, the Company automatically will be relieved of any liability with respect to the failure to issue the Shares, cash or other property as to which such requisite authority will not have been obtained.

16.7 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the State of Delaware (with the exception of its conflict of laws provisions).

16.8 Captions. Captions are provided herein for convenience only, and shall not serve as a basis for interpretation or construction of the Plan.

## **SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Second Amended Employment Agreement (the “Agreement”) is entered into effective as of February 14, 2019, by and between Eugene A. Hall, an individual (“Executive”) and Gartner, Inc., a Delaware corporation (the “Company”). This Agreement further amends and restates the amended and restated employment agreement dated March 19, 2016, which in turn amended and restated the employment agreement, dated April 13, 2011, each between the Company and Executive (collectively, the “Original Agreements”).

1. Employment. Executive will serve as Chief Executive Officer of the Company for the Employment Term specified in Section 3 below. Executive will report solely to the Board of Directors (the “Board”) and will render such services consistent with the foregoing role as the Board may from time to time direct. Executive’s office will be located at the executive offices of the Company in Stamford, Connecticut. Executive may (i) serve on corporate, civic or charitable boards or committees and (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, to the extent that such activities are (x) consistent with the Company’s policies (as applicable) or (y) disclosed to the Board and the Board determines in good faith that such activities do not interfere with the performance of Executive’s responsibilities hereunder.

2. Board of Directors. The Executive is currently a member of the Board, and during the Employment Term, the Company will, in good faith, include Executive on the Company’s slate of nominees to be elected to the Board at appropriate meetings of stockholders of the Company. Upon termination of the Employment Term for any reason, Executive will promptly resign as a director of the Company if the Board so requests.

3. Term. The employment of Executive pursuant to this Agreement will continue through December 31, 2021 (the “Employment Term”), unless extended or earlier terminated as provided in this Agreement. The Employment Term automatically will be extended for additional one-year periods commencing on January 1, 2022 and continuing each year thereafter, unless either Executive or the Company gives the other written notice, in accordance with Section 14(a) and at least sixty (60) days prior to the then scheduled expiration of the Employment Term, of such party’s intention not to extend the Employment Term. Upon termination of the Employment Term for any reason, Executive will promptly resign from all positions he holds with the Company if the Board so requests.

4. Salary. As compensation for the services rendered by Executive under this Agreement, the Company will pay to Executive an annual base salary (“Base Salary”) equal to \$908,197, payable to Executive on a semi-monthly basis in accordance with the Company’s payroll practices as in effect from time to time during the Employment Term. The Base Salary will be subject to adjustment by the Board or the Compensation Committee of the Board (the “Committee”), in the sole discretion of the Board or such Committee, on an annual basis; provided, however, that Executive’s Base Salary may not be decreased other than pursuant to a reduction consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance by the Company.

5. Bonus. In addition to Base Salary, Executive will be entitled to participate in the Company’s executive bonus program. Executive’s annual target bonus (the “Target Bonus”) will be 105% of Base Salary, and will be payable based on achievement of specified Company and individual objectives. The actual bonus paid may be higher or lower than the Target Bonus for over- or under-achievement of Company and individual objectives, as determined by the Committee; provided, however, that the maximum actual bonus will not exceed 210% of Base Salary. Bonus amounts will be subject to annual adjustment by the Board or the Committee, in the sole discretion of the Board or the Committee; provided, however, that Executive’s Target Bonus may not be decreased without Executive’s consent other than pursuant to a reduction consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance of the Company. To receive a bonus, Executive must be an employee at the time bonuses are paid to executives.

### 6. Executive Benefits.

(a) Equity Grants. No later than ten (10) days following the first market trading day of the first open trading window for Company executives under the Company’s insider trading policy on or after January 1 of each year during the Employment Term, Executive will be granted equity-based incentive awards settled in Common Stock or the Company (collectively, the “Incentive Awards”), provided that Executive must be an employee at the time Incentive Awards are scheduled to be granted. The Incentive Awards granted in 2016 and later years had or will have an aggregate value on the date of grant (assuming the applicable performance goals will be satisfied at target levels and using the methods described in the following sentence) that is no less than the result of \$9,874,375 minus the sum of the Base Salary and Target Bonus for the year of grant. The value of the Incentive Awards on the date of grant will be determined by using the Black-Scholes-Merton valuation method for stock appreciation rights and the fair market value of the Company’s Common Stock for restricted stock units, or such other valuation method as the Committee may use to value equity-based incentive awards. All Incentive Awards will be 100% vested on the date of grant, Executive’s entitlement to be granted the Incentive Awards for any given year under this Agreement shall accrue as of January 1 of such year. Vesting of such Incentive Awards shall be subject to Section 6(a)(iii). The terms and conditions of the Incentive Awards (including, but not limited to, the number of restricted stock units or stock appreciation rights to be granted and the applicable performance goals) shall be determined by the Committee,

subject to and consistent with the terms of this Agreement and the Company's 2014 Long Term Incentive Plan, as amended from time to time (the "Plan"). Each year's Incentive Awards will be divided among:

(i) Restricted Stock Units. Each year during the Employment Term, all or a portion of the aggregate value of the Incentive Awards may, as determined by the Committee, be in the form of restricted stock units, with a par value purchase price. During each year of the Employment Term, the number of restricted stock units initially granted to Executive will be based upon an assumption that specified Company objectives will be achieved during such year. The restricted stock units granted to Executive each year may be adjusted so as to be higher or lower than the number of restricted stock units initially granted in such year by reason of over- or under-achievement during such year of such specified Company objectives, as determined by the Committee. Upon the vesting of a restricted stock unit, and in the sole discretion of the Committee, the Company may pay earned restricted stock units in cash, shares of Common Stock of the Company, or in a combination thereof. Except as otherwise set forth in this Agreement, if Executive's employment with the Company terminates for any reason, any portion of the restricted stock units still subject to restrictions will be forfeited to the Company.

(ii) Stock Appreciation Rights. Each year during the Employment Term, all or a portion of the value of the Incentive Awards may, as determined by the Committee, be in the form of stock appreciation rights, which upon exercise will be settled in shares of Common Stock of the Company. Executive will have the right to exercise such stock appreciation right upon its vesting, and will receive the excess, if any, of the value of a share of Common Stock of the Company on the date of exercise over the value of such share on the date of grant.

(iii) Vesting of Incentive Awards. Incentive Awards granted pursuant to this Agreement will be scheduled to vest in not more than four equal annual installments on January 1 of each year following the date of grant, subject in each case to Executive's continued employment with the Company through the applicable date and subject to achievement of any performance goals applicable to such Incentive Awards as determined by the Committee. Notwithstanding the preceding sentence, the Incentive Awards may vest earlier in the event of a Change in Control or Change in Control Termination as provided in Section 7 below.

(b) Other Employee and Executive Benefits. Executive will be entitled to receive all benefits provided to senior executives, executives and employees of the Company generally from time to time, including medical, dental, life insurance and long-term disability, and the executive split-dollar life insurance, executive disability plan, and all other benefits under the Company's Executive Benefits program, in each case so long as and to the extent the same exist; provided, that with respect to each such plan Executive is otherwise eligible and insurable in accordance with the terms of such plans. Notwithstanding the preceding sentence, Executive's right to receive severance payments and benefits will be only as provided in Section 7 hereof. Furthermore, the Company will provide Executive with an automobile and driver for Executive's ground transportation needs during the Employment Term.

(c) Vacation, Sick Leave, Holidays and Sabbatical. Executive will be entitled to paid time off ("PTO"), sick leave, holidays and sabbatical in accordance with the policies of the Company as they exist from time to time. Executive understands that under the current policy he is entitled to thirty-five (35) PTO days per calendar year. PTO not used during any calendar year will roll over to the following year only to the extent provided under the Company's PTO policies as they exist from time to time.

## 7. Severance Benefits.

(a) At Will Employment. Executive's employment will be "at will." Either the Company or Executive may terminate this agreement and Executive's employment at any time, with or without Business Reasons, in its or his sole discretion, upon sixty (60) days' prior written notice of termination.

(b) Involuntary Termination. If at any time during the term of this Agreement (other than within twenty-four (24) months following the occurrence of a Change in Control) the Company terminates the employment of Executive involuntarily and without Business Reasons or a Constructive Termination occurs, or if the Company elects not to renew this Agreement upon the expiration of the Employment Term and Executive within ninety (90) days following the expiration of the Employment Term terminates his employment, then, subject to Executive signing and not revoking a general release of claims against the Company and its successors substantially in the form attached hereto as Exhibit A within the period required by the release and in no event later than sixty (60) days following the Termination Date, inclusive of any revocation period set forth in the release, Executive will be entitled to receive the following:

(i) Base Salary and PTO accrued through the Termination Date plus continued Base Salary for a period of thirty-six (36) months following the Termination Date. In accordance with Section 7(i) below, such payments will commence on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service. This first payment will be a lump sum representing the continuation of Executive's Base Salary for the period commencing on the Termination Date and concluding on such payment date. Thereafter, the remaining payments of Base Salary will be payable in accordance with the Company's regular payroll schedule as in effect from time to time.

(ii) If the Termination Date occurs during a year in which any Incentive Awards are due to be granted but

remain un-granted, a lump sum cash payment with respect to the un-granted Incentive Awards pursuant to Section 6(a) above determined by multiplying the percentage of such un-granted Incentive Awards that would have vested pursuant to Section 7(b)(iv) below by no less than the result of \$9,874,375 minus the sum of the Base Salary and Target Bonus for the year in which the Termination Date occurs. For purposes of illustration, if the un-granted Incentive Awards would have vested over a four (4) year vesting schedule, the percentage described in the preceding sentence will be seventy-five percent (75%). In accordance with Section 7(i) below, this payment will be made on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service.

(iii) 300% of the average of Executive's earned annual bonuses for the three (3) fiscal years immediately preceding the year in which the Termination Date occurs, which, in accordance with Section 7(i) below, will be payable in a lump sum as soon as practicable following but in no event later than thirty (30) days later than the six (6) month period commencing on the Termination Date, or, if later, following the six (6) month period commencing on the date of Executive's Separation from Service, plus any earned but unpaid bonus from the prior fiscal year, which will be paid at the same time as bonuses for such fiscal year are paid to the other Company executives.

(iv) Thirty-six (36) months' continued vesting under all Incentive Awards and any other outstanding stock options and other equity arrangements subject to vesting and held by Executive (and in this regard, all such stock appreciation rights and other exercisable rights held by Executive will remain exercisable for thirty (30) days following the last day of the thirty-six (36) month continued vesting period, subject to the maximum term of the award). Notwithstanding the foregoing, with respect to each performance-based restricted stock unit award or other equity compensation award subject to achievement of performance-based criteria (each a "Performance-Based Equity Award"), Executive will be entitled to thirty-six (36) months' continued vesting only if and to the extent that the performance-based criteria applicable to the Performance-Based Equity Award is achieved during the award's performance period, whether such performance period ends during or after such thirty-six (36) month period, as determined by the Compensation Committee in accordance with the terms and conditions of the 2014 Long-Term Incentive Plan (or such other Company stock plan under which the award was granted) and the award agreement entered into by and between the Company and Executive. For purposes of clarity, the thirty-six (36) months' continued vesting to which Executive is entitled will be measured from the Termination Date and not from the date that achievement of the applicable performance-based criteria is determined. Notwithstanding anything to the contrary herein or in any award agreement evidencing the Incentive Awards and any other outstanding stock options or other equity arrangements, to the extent such awards are considered "deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the final regulations and any guidance promulgated thereunder ("Section 409A") and in accordance with Section 7(i) below, the awards otherwise payable during the period beginning on the Termination Date and ending on the date that is six (6) months following the Termination Date or, if later, six (6) months following the date of Executive's Separation from Service, instead will be paid on the date six (6) months and one (1) day following the later of the Termination Date or the date of Executive's Separation from Service. Thereafter, each such award shall be paid in accordance with the vesting schedule applicable to such award.

(v) a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue the group health coverage in effect on the date of his termination of employment for Executive, his spouse and any children (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage and will commence six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service and will end on the earlier of (x) the date upon which Executive becomes covered under similar plans or (y) the last day of the thirty-sixth (36th) calendar month following the month in which Executive's employment terminated. The first payment under the preceding sentence will equal the sum of all monthly payments for the period commencing on the Termination Date and concluding on such payment date.

(vi) no other compensation, severance or other benefits. Notwithstanding the foregoing, if Executive violates in a material respect the provisions set forth in Section 12, Executive no longer will be entitled to receive any severance payments and benefits and Executive's outstanding Incentive Awards and other stock options and equity arrangements will expire immediately.

(c) Change in Control.

(i) Benefits. If during the term of this Agreement a Change in Control Termination occurs, then Executive will be entitled to receive the following:

(A) Base Salary and PTO accrued through the date of the Change in Control Termination and, immediately upon the Change in Control Termination, any earned but unpaid bonus from the fiscal year preceding the Change in Control Termination,

(B) an amount equal to three (3) years of Executive's Base Salary as then in effect,

(C) an amount equal to three (3) times Executive's Target Bonus for the fiscal year in which the Change in Control Termination occurs (or if higher, for the immediately preceding fiscal year),

(D) a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue the group health coverage in effect on the date of his termination of employment for Executive, his spouse and any children (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage and will commence six (6) months after the date of Change in Control Termination or, if later, at least six (6) months after the date of Executive's Separation from Service and will end on the earlier of (x) the date upon which Executive becomes covered under similar plans or (y) the last day of the thirty-sixth (36th) calendar month following the month in which Executive's employment terminated, The first payment under the preceding sentence will equal the sum of all monthly payments for the period commencing on the date of Change in Control Termination and concluding on such payment date,

(E) except as provided in this Section 7(c), no other compensation, severance or other benefits.

The payments set forth in clauses (B) and (C) above shall be payable in a lump sum on the date that is six (6) months following the Termination Date or, if later, six months after the date of Executive's Separation from Service. Additionally, any Incentive Awards due to be granted pursuant to Section 6(a) that remain ungranted will be granted to Executive prior to consummation of the Change in Control and upon a Change in Control Termination, as applicable.

(ii) Vesting. In the event that a Change in Control occurs prior to the termination of Executive's employment and prior to the expiration of an Incentive Award or other equity-based arrangement subject to vesting and held by Executive (collectively with the Incentive Awards, the "Equity Awards") then, subject to Section 7(c)(iii) below, upon such Change in Control, all such Equity Awards granted on or prior to February 7, 2019, will vest in full, all performance goals or other vesting criteria will be deemed achieved at target level and, with respect to a stock option or stock appreciation right, be exercisable as to all of the covered shares, including shares as to which the stock option or stock appreciation right would not otherwise be exercisable.

Upon the occurrence of a Change in Control Termination, but subject to Section 7(c)(iii) below, each outstanding Equity Award granted after February 7, 2019 will have the service requirement deemed fully satisfied, all performance goals or other vesting criteria will be deemed achieved (i) if the performance period has been completed, at actual level of performance, or (ii) if the performance period has not been completed, at target level of performance, and, with respect to a stock option and stock appreciation right, be exercisable as to all of the covered shares, including shares as to which the stock option or stock appreciation right would not otherwise be exercisable.

Payment of Equity Awards whose payment or settlement is accelerated due to a Change in Control Termination shall be subject to the six-month delay set forth in Section 7(i) below (to the extent applicable).

(iii) Limitation on Payments.

(A) In the event that the severance payments and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 7(c)(iii), would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Executive's severance and other benefits under Section 7 (and with respect to acceleration of vesting, any other equity-based arrangements) will be either:

(1) delivered in full, or

(2) limited to such minimum extent as will ensure that no portion of such severance and other benefits will be subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance and other benefits, notwithstanding that all or some portion of such severance and other benefits may be taxable under Section 4999 of the Code. If a reduction in severance payments or other benefits constituting "parachute payments" is necessary so that payments or benefits are delivered to a lesser extent, reduction will occur in the following order: (1) reduction of the cash severance payments; (2) cancellation of accelerated vesting of equity-based awards; and (3) reduction of continued employee benefits. In the event of a reduction of cash severance payments or a reduction of continued employee benefits, such reduction shall occur in reverse chronological order such that the payment or benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first payment to be reduced (with reductions made pro-rata in the event payments are payable at the same time). In the event that accelerated vesting of equity based awards is to be cancelled, such vesting acceleration will be cancelled in the following order: (1) Performance-Based Equity Awards granted in the year of acceleration of vesting, (2) other Performance-Based Equity Awards and other equity-based awards, in reverse chronological order of the dates of grant thereof (with reductions made pro-rata in the event that grants were made at the same time.

(B) Subject to the provisions of clause F below, all determinations required to be made under this

Section 7(c)(iii), including whether an Excise Tax is payable by Executive and the amount of such Excise Tax and whether a reduction in payments or benefits is required, will be made in good faith and using reasonable actuarial and other assumptions by the Company's independent accountants (the "Accounting Firm"). The Company will direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and Executive within fifteen (15) calendar days after the date of a Change in Control, within fifteen (15) calendar days after the date of a Change in Control Termination and any other such time or times as may be requested by the Company or Executive. If the Accounting Firm determines that no Excise Tax is payable by Executive without reduction of payments or benefits, it will, at the same time as it makes such determination, furnish Executive with an opinion that he has substantial authority not to report any Excise Tax on his federal, state, local income or other tax return. If the Accounting Firm determines that a reduction of payments or benefits is required pursuant to Section 7(c)(iii)(A) above, it will, at the same time as it makes such determination, furnish Executive with an opinion that, taking into account such reduction, he has substantial authority not to report any Excise Tax on his federal, state, local income or other tax return. Any determination by the Accounting Firm as to the amount of any Excise Tax or reduction in payments and benefits will be binding upon the Company and Executive.

(C) The Company and Executive will each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination contemplated by clause B above.

(D) In the event that payments and benefits are delivered in full pursuant to Section 7(c)(iii)(A) above, the federal, state and local income or other tax returns filed by Executive and the Company will be prepared and filed on a consistent basis with the determination or the Accounting Firm with respect to the Excise Tax payable by Executive, if any.

(E) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by clauses A and B above will be borne by the Company. If such fees and expenses are initially advanced by Executive, the Company will reimburse Executive the full amount of such fees and expenses within twenty (20) days after receipt from Executive of a statement therefore and reasonable evidence of his payment thereof.

(F) If, for any reason, the Accounting Firm, as defined above, fails to act in the manner contemplated by this Section 7(c) within a reasonable period of time, the Executive may appoint another nationally recognized independent accounting firm with the consent of the Company (unless such consent is unreasonably withheld or delayed), to perform all of such duties of the Accounting Firm that are contemplated by this Section 7(c), in which event such independent accountants will thereafter be deemed to be the "Accounting Firm" for purposes of this Section 7(c).

(d) Termination for Disability. If at any time during the Employment Term Executive becomes unable to perform his duties as an employee as a result of incapacity, which gives rise to termination of employment for Disability, then (i) Executive will be entitled to receive payments and benefits in accordance with the Company's then applicable plans, policies, and arrangements; provided, however, that to the extent such payments or benefits are "separation pay" within the meaning of Section 409A, such payments and benefits will be paid or provided at the same time and in the same form as similar payments and benefits are provided under Section 7(b) in connection with Executive's Constructive Termination or involuntary termination without Business Reasons; (ii) Executive's outstanding Incentive Awards and other stock options and equity arrangements will expire in accordance with the terms of the applicable award agreement(s) and the Company stock plans under which they were granted; and (iii) with respect to any accrued but un-granted Incentive Awards pursuant to Section 6(a), Executive will be entitled to receive a lump sum cash payment equal to the value of the vesting acceleration that Executive would have received, in accordance with the disability provisions set forth in the Company's equity award policy then in effect had Executive's employment not been terminated for Disability prior to the date those awards would have been granted. The amount payable pursuant to Section 7(d)(iii) will be determined by multiplying the percentage of vesting acceleration to which Executive would have been entitled in accordance with the disability provisions set forth in the Company's equity award policy then in effect by the result of \$9,874,375 minus the sum of the Base Salary and Target Bonus for the year in which the Termination Date occurs. This payment will be made on the first regular Company pay day at least six (6) months after the Termination Date or, if later, at least six (6) months after the date of Executive's Separation from Service.

(e) Voluntary Termination, Involuntary Termination for Business Reasons. If (i) Executive voluntarily terminates his employment (other than in the case of a Constructive Termination) or (ii) Executive is terminated involuntarily for Business Reasons, then in any such event (A) all further vesting of Executive's Incentive Awards and other equity arrangements will cease immediately and such awards will expire in accordance with the terms of the applicable award agreements), (B) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (C) Executive will not be entitled to any severance but Executive will be paid all accrued but unpaid PTO, expense reimbursements and other benefits due to Executive through his termination date under any Company-provided or paid plans, policies, and arrangements.

(f) Termination Upon Death. If Executive's employment is terminated because of death, then (i) Executive's representatives will be entitled to receive payments and benefits in accordance with the Company's then applicable plans, policies, and

arrangements; provided, however, that to the extent such payments or benefits are “separation pay” within the meaning of Section 409A, such payments and benefits will be paid or provided at the same time and in the same form as similar payments and benefits are provided under Section 7(b) in connection with Executive’s Constructive Termination or involuntary termination without Business Reasons; and (ii) Executive’s outstanding Incentive Awards and other equity arrangements will expire in accordance with the terms of the applicable award agreement(s) and the Company stock plans under which they were granted.

(g) Exclusivity. The provisions of this Section 7 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, either at law, tort or contract, in equity, or under this Agreement, in the event of any termination of Executive’s employment. Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in paragraph (b), (c), (d), (e) or (f) of this Section 7, whichever will be applicable and those benefits required to be provided by law.

(h) Mitigation. Amounts provided under this Section 7 will not be reduced by any future earnings Executive may receive following the termination of his employment with the Company.

(i) Code Section 409A.

(i) Six-Month Delay. Notwithstanding anything to the contrary in this Agreement, no Deferred Compensation Separation Benefits (as defined below) or other severance benefits that otherwise are exempt from Section 409A (as defined below) pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be considered due or payable until Executive has a Separation from Service. In addition, as Executive currently is a “specified employee” within the meaning of Section 409A and the Company anticipates that Executive will continue to be a specified employee until Executive’s Separation from Service, the severance benefits payable to Executive under this Agreement that are considered deferred compensation under Section 409A, if any, and any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the “Deferred Compensation Separation Benefits”) will, except in the case of death, be delayed for the period beginning on the Termination Date and ending on the date that is six (6) months following the Termination Date or, if later, six (6) months following the date of Executive’s Separation from Service. All subsequent payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding anything herein to the contrary, if Executive dies following his Separation from Service but prior to the six (6) month anniversary of his date of separation, then any payments delayed in accordance with this Section 7(i) or otherwise will be payable in a lump sum (less applicable withholding taxes) to Executive’s estate as soon as administratively practicable after the date of his death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(ii) Amendments to this Agreement to Comply with Section 409A. It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Executive and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to Executive.

8. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Business Reasons. “Business Reasons” means (i) gross negligence or willful misconduct by Executive in the performance of his duties, (ii) Executive’s conviction of a felony, or other criminal offense involving moral turpitude, or (iii) Executive’s material breach of this Agreement, including without limitation any repeated breach of Sections 9 through 12 hereof, provided that, in the case of clauses (i) or (iii) above, the Board provides written notice of such “Business Reason” to the Executive, specifically identifying the circumstance(s) which the Board believes constitute such “Business Reason”, and Executive will have the opportunity to cure such circumstances to the reasonable satisfaction of the Board within thirty (30) days following the delivery of such notice; provided, further, that at the conclusion of such thirty (30) day cure period, the final determination of the occurrence of “Business Reasons” and/or the effectiveness of any such cure, will be made at a meeting of the Board at which Executive (and, at Executive’s option, his counsel) will have had a right to participate. For purpose of this paragraph, no act or failure to act by Executive will be considered “willful” unless done or omitted to be done by Executive in bad faith or without reasonable belief that Executive’s action or omission was in the best interests of the Company or its affiliates. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company will be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company. The Board must notify Executive of any event constituting Business Reasons within ninety (90) days following any Board member’s (excluding Executive) actual knowledge of its existence (which period will be extended during the period of any reasonable investigation conducted in good faith by or on behalf of the Board) or such event will not constitute Business Reasons under this Agreement.

(b) Disability. “Disability” will mean that Executive has been unable to perform his duties as an employee as the

result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company with the consent of the Executive or his representative (unless such consent is unreasonably withheld or delayed). Termination resulting from Disability may only be effected after at least sixty (60) days written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate automatically will be deemed to have been revoked.

(c) Termination Date. "Termination Date" will mean (i) if this Agreement is terminated on account of death, the date of death; (ii) if this Agreement is terminated for Disability, the date specified in Section 8(b); (iii) if this Agreement is terminated by the Company, the date on which indicated in a notice of termination that is given to Executive by the Company in accordance with Sections 7(a) and 14(a); (iv) if the Agreement is terminated by Executive, the date indicated in a notice of termination given to the Company by Executive in accordance with Sections 7(a) and 14(a); or (v) if this Agreement expires by its terms, then the last day of the term of this Agreement.

(d) Constructive Termination. A "Constructive Termination" will be deemed to occur if Executive elects to voluntarily terminate employment within the ninety (90) day period immediately following any of the following events: (i) Executive's position changes as a result of an action by the Company such that (A) Executive will no longer be the Chief Executive Officer of the Company, (B) Executive will have authorities, duties or responsibilities less, in any material respect, than those (x) typically associated with a chief executive officer of a company of comparable size, or (y) the Executive had immediately prior to such action, or (C) Executive is required to report to a person or persons other than the entire Board, or a committee of the Board, or otherwise than substantially in accordance with past practice; provided that if the Board determines by unanimous vote of all directors (excluding Executive) that it is required either by law or by rule of any exchange or listing entity whose rules must be complied with in order for the Company to maintain such listing that Executive not be Chief Executive Officer, then the involuntary removal of Executive from the position of Chief Executive Officer will not, in and of itself, constitute a Constructive Termination, (ii) Executive is required to relocate his place of employment, other than a relocation within fifty (50) miles of the Company's current Stamford headquarters, (iii) there is a reduction in Executive's Base Salary or Target Bonus other than any such reduction consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance by the Company, (iv) the Company becomes a subsidiary of another entity other than pursuant to implementation of a holding company structure in which the Company is the principal subsidiary of the holding company, or (v) there occurs any other material breach of this Agreement by the Company (including, without limitation, any breach of Section 14(c), but excluding the termination of Executive's service as a director due to applicable legal or listing requirements or stockholders failing to reelect Executive to the Board) after a written demand for substantial performance is delivered to the Board by Executive which specifically identifies the manner in which Executive believes that the Company has materially breached this Agreement, and the Company has failed to cure such breach to the reasonable satisfaction of Executive within thirty (30) days following the delivery of such notice, during which thirty (30) day notice period, the ninety (90) day period described above will be tolled.

(e) Change in Control. "Change in Control" will mean the happening of any of the events described in Section 2.11 of the Plan (without regard to when Awards were granted under the Plan, as such term is defined in the Plan).

(f) Change in Control Termination. "Change in Control Termination" shall mean the occurrence of any of the following events within the period of twenty-four (24) months following the occurrence of a Change in Control: (1) a Constructive Termination, (2) a termination of the Executive's employment by the Company without Business Reasons, or (3) election by the Company not to extend the Employment Term upon the expiration of the Employment Term and Executive within ninety (90) days following the expiration of the Employment Term terminates his employment.

(g) Separation from Service. "Separation from Service" will mean Executive's "separation from service" within the meaning of Section 409A.

## 9. Confidential Information

(a) Executive acknowledges that the Confidential Information relating to the business of the Company and its subsidiaries which Executive has obtained or will obtain during the course of his association with the Company and subsidiaries and his performance under this Agreement are the property of the Company and its subsidiaries. Executive agrees that he will not disclose or use at any time, either during or after the Employment Term, any Confidential Information without the written consent of the Board, other than proper disclosure or use in the performance of his duties hereunder. Executive agrees to deliver to the Company at the end of the Employment Term, or at any other time that the Company may request, all memoranda, notes, plans, records, documentation and other materials (and copies thereof) containing Confidential Information relating to the business of the Company and its subsidiaries, no matter where such material is located and no matter what form the material may be in, which Executive may then possess or have under his control, provided that, the Executive may retain his address book to the extent it only contains contact information. If requested by the Company, Executive will provide to the Company written confirmation that all such materials have been delivered to the Company or have been destroyed. Executive will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure,

misuse, espionage, loss and theft.

(b) “Confidential Information” will mean information which is not generally known to the public and which is used, developed, or obtained by the Company or its subsidiaries relating to the businesses of any of the Company and its subsidiaries or the business of any customer thereof including, but not limited to: products or services; fees, costs and pricing structure; designs; analyses; formulae; drawings; photographs; reports; computer software, including operating systems, applications, program listings, flow charts, manuals and documentation; databases; accounting and business methods; inventions and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; all copyrightable works; the customers of any of the Company and its subsidiaries and the Confidential Information of any customer thereof; and all similar and related information in whatever form. Confidential Information will not include any information which (i) was rightfully known by Executive prior to the Employment Term, (ii) is publicly disclosed by law or in response to an order of a court or governmental agency, (iii) becomes publicly available through no fault of Executive or (iv) has been published in a form generally available to the public prior to the date upon which Executive proposes to disclose such information. Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all the material features comprising such information have been published in combination.

10. Inventions and Patents. In the event that Executive, as a part of Executive’s activities on behalf of the Company, generates, authors or contributes to any invention, new development or method, whether or not patentable and whether or not reduced to practice, any copyrightable work, any trade secret, any other Confidential Information, or any information that gives any of the Company and its subsidiaries an advantage over any competitor, or similar or related developments or information related to the present or future business of any of the Company and its subsidiaries (collectively “Developments and Information”), Executive acknowledges that all Developments and Information are the exclusive property of the Company. Executive hereby assigns to the Company, its nominees, successors or assigns, all rights, title and interest to Developments and Information. Executive will cooperate with the Board to protect the interests of the Company and its subsidiaries in Developments and Information. Executive will execute and file any document related to any Developments and Information requested by the Board including applications, powers of attorney, assignments or other instruments which the Board deems necessary to apply for any patent, copyright or other proprietary right in any and all countries or to convey any right, title or interest therein to any of the Company’s nominees, successors or assigns.

11. No Conflicts.

(a) Executive agrees that during the Employment Term, in his individual capacity he will not enter into any agreement, arrangement or understanding, whether written or oral, with any supplier, contractor, distributor, wholesaler, sales representative, representative group or customer, relating to the business of the Company or any of its subsidiaries, without the express written consent of the Board.

(b) As long as Executive is employed by the Company or any of its subsidiaries, Executive agrees that he will not, except as set forth in Section 1, or with the express written consent of the Board, become engaged in, render services for, or permit his name to be used in connection with, any for-profit business other than the business of the Company, any of its subsidiaries or any corporation or partnership in which the Company or any of its subsidiaries have an equity interest.

12. Non-Competition Agreement.

(a) Executive acknowledges that his services are of a special, unique and extraordinary value to the Company and that he has access to the Company’s trade secrets, Confidential Information and strategic plans of the most valuable nature. Accordingly, Executive agrees that for the period of thirty-six (36) months following the Termination Date, Executive will not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with the businesses of the Company or any of its subsidiaries as such businesses exist or are in process of development on the Termination Date (as evidenced by written proposals, market research or similar materials), including without limitation the publication of periodic research and analysis of the information technology industries. Nothing herein will prohibit Executive from being (i) a passive owner of not more than 1% of the outstanding stock of any class of a corporation that is publicly traded, so long as Executive has no active participation in the business of such corporation, or (ii) a limited partner or similar passive investor in a private equity fund or other commingled investment vehicle managed and sponsored by a third party where the Executive’s investment represents less than 2% of committed or invested capital.

(b) In addition, for a period of thirty-six (36) months commencing on the Termination Date, Executive will not (i) directly or indirectly induce or attempt to induce any employee of the Company or any subsidiary (other than his own assistant) to leave the employ of the Company or such subsidiary, or in any way interfere with the relationship between the Company or any subsidiary and any employee thereof, (ii) hire directly or through another entity any person who was an employee of the Company or any subsidiary at any time during the then preceding twelve (12) months, provided that Executive may hire any such person who responds to a general advertisement offering employment so long as such person did not have regular contact with Executive in the course of his or her employment with the Company, (iii) directly or indirectly induce or attempt to induce any customer, supplier, licensee or other business

relation of the Company or any subsidiary to cease doing business with the Company or such subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company or any subsidiary, or (iv) disparage the Company, its executive officers, or its directors. In addition, for a period of thirty-six (36) months commencing on the Termination Date, the Company will cause its executive officers and directors not to disparage the Executive. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent (i) truthful testimony given in response to a lawful subpoena or similar court or governmental order, (ii) the rebuttal of false or misleading statements by others, or (iii) normal competitive type statements.

(c) Executive agrees that these restrictions on competition and solicitation will be deemed to be a series of separate covenants not-to-compete and a series of separate non-solicitation covenants for each month within the specified periods, separate covenants not-to-compete and non-solicitation covenants for each state within the United States and each country in the world, and separate covenants not-to-compete for each area of competition. If any court of competent jurisdiction will determine any of the foregoing covenants to be unenforceable with respect to the term thereof or the scope of the subject matter or geography covered thereby, such remaining covenants will nonetheless be enforceable by such court against such other party or parties or upon such shorter term or within such lesser scope as may be determined by the court to be enforceable.

(d) Because Executive's services are unique and because Executive has access to Confidential Information and strategic plans of the Company of the most valuable nature, the parties agree that the covenants contained in this Section 12 are necessary to protect the value of the business of the Company and that a breach of any such covenant would result in irreparable and continuing damage for which there would be no adequate remedy at law. The parties agree therefore that in the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof.

13. SEC Compliance. The Company covenants that:

(a) at all times during the Employment Term and the term of any Incentive Awards, if later, the Company will use commercially reasonable efforts to maintain in effect a valid and effective registration statement on Form S-8 filed with the Securities Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act") covering any outstanding equity awards made to Executive; provided, however, that nothing contained herein shall be deemed to limit the right of the Company, in good faith, to suspend or withdraw such registration so long as the Company thereafter uses commercially reasonable efforts to comply with this provision; and

(b) for so long as Executive holds either Incentive Awards or shares of Common Stock of the Company obtained through the vesting or exercise of an Incentive Award, and until Executive is free to sell all of the shares underlying, relating to or obtained through the vesting or exercise of, Incentive Awards pursuant to Rule 144 promulgated under the Securities Act, in a ninety (90) day period, the Company will include in such Registration Statement on Form S-8 described in clause (i) above a customary reoffer prospectus covering Executive's offer and sale of stock obtained through the vesting or exercise of Incentive Awards in any manner requested by the Executive from time to time.

14. Miscellaneous Provisions.

(a) Notice. Notices and all other communications contemplated by this Agreement will be in writing, will be effective when given, and in any event will be deemed to have been duly given (i) when delivered, if personally delivered, (ii) three (3) business days after deposit in the U.S. mail, if mailed by U.S. registered or certified mail, return receipt requested, or (iii) one (1) business day after the business day of deposit with Federal Express or similar overnight courier, if so delivered, freight prepaid. In the case of Executive, notices will be addressed to him at the home address which he most recently communicated to the Company in writing, provided that a copy of such notice is delivered to the Executive's last known attorneys. In the case of the Company, notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Corporate Secretary.

(b) Notice of Termination. Any termination by the Company or Executive will be communicated by a notice of termination to the other party hereto given in accordance with paragraph (a) hereof. Such notice will indicate the specific termination provision in this Agreement relied upon.

(c) Successors.

(i) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will be entitled to assume the rights and will be obligated to assume the obligations of the Company under this Agreement and will agree to perform, in good faith, the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets which becomes bound by the terms of this Agreement by operation of law or this Agreement.

(ii) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(iii) No Other Assignment of Benefits. Except as provided in this Section 14(c), the rights of any person to payments or benefits under this Agreement will not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this Subsection (iii) will be void.

(d) Waiver: Amendment. No provision of this Agreement will be amended, modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) Entire Agreement. This Agreement will supersede any and all prior agreements, representations or understandings (whether oral or written and whether express or implied) between the parties with respect to the subject matter hereof (including, without limitation, the Original Agreements), except for any equity-based incentive award arrangements.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Arbitration. Any dispute or controversy arising under or in connection with this Agreement will be settled exclusively by arbitration in New York, New York, in accordance with the Employment Arbitration Rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. No party will be entitled to seek or be awarded punitive damages. All attorneys' fees and costs will be allocated or apportioned as agreed by the parties or, in the absence of an agreement, in such manner as the arbitrator or court will determine to be appropriate to reflect the final decision of the deciding body as compared to the initial positions in arbitration of each party. This Agreement will be construed in accordance with and governed by the laws of the State of New York as they apply to contracts entered into and wholly to be performed within such State by residents thereof.

(h) Withholding of Taxes. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

(i) Indemnification. Executive will be covered under the Company's insurance policies and, subject to applicable law, will be provided indemnification to the maximum extent permitted by the Company's bylaws and Certificate of Incorporation, with such insurance coverage and indemnification to be in accordance with the Company's standard practices for senior executive officers but on terms no less favorable than provided to any other Company senior executive officer or director.

(j) Compliance with Company Policies. During the Employment Term, Executive will comply with all Company policies generally applicable to the Company's executive officers.

(k) Legal Fees. The Company will pay directly the reasonable fees and expenses of counsel retained by Executive in connection with the preparation, negotiation and execution of this amended Agreement.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder Of The Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

**GARTNER, INC.**

By: /s/ James C. Smith  
James C. Smith,  
Chairman of the Board of Directors

Eugene A. Hall  
EUGENE A. HALL

**Exhibit A**

**RELEASE AGREEMENT**

This Release Agreement (the "Agreement") is made by and between Eugene A. Hall ("Executive") and Gartner, Inc. ("Company") (jointly referred to as the "Parties").

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

1. **Consideration**. The Company agrees to provide Executive with the consideration set forth in the Second Amended and Restated Employment Agreement between Executive and the Company dated effective February 14, 2019 (the "Employment Agreement"). No consideration shall be due or payable to Executive by the Company until the Effective Date of this Agreement, as that term is defined below.

2. **Payment of Salary**. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, interest, severance, stock, stock options, vesting, fees, business expenses, and any and all benefits and compensation due to Executive, with the exception of the consideration provided for in this Agreement.

3. **Release of Claims**. Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former: officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations and assigns (the "Releasees"). Executive, on his own behalf, and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby fully and forever releases the Company and the other Releasees from, and agrees not to sue concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation:

(a) any and all claims relating to or arising from Executive's employment with the Company or the termination of that employment;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of, shares of Company stock, including, but not limited to, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical leave Act; the Fair Credit Reporting Act; the Sarbanes Oxley Act; the Connecticut Fair Employment Practices Act; the Connecticut Human Rights and Opportunities Law; and the Connecticut General Statute Title 31;

(e) any and all claims for violation of the federal, or any state, constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement; and

(h) any and all claims for attorney fees and costs.

The Company and Executive agree that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to (a) any obligations incurred under this Agreement, including, without limitation, the obligation to provide the consideration referenced in Section 1, (b) payment of accrued benefits under an employee benefit plan, to the extent and in the manner prescribed by the plan documents; (c) the election of continued healthcare coverage under an employee health plan pursuant to COBRA; (d) the application for and/or receipt of unemployment benefits to the extent eligible; (e) the receipt of indemnification under the Company's charter, bylaws or other organizational documents of the Company, or (f) any claims for benefits under the Director & Officer insurance of the Company.

4. Acknowledgement of Waiver of Claims Under ADEA. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that:

- (a) he should consult with an attorney prior to executing this Agreement;
- (b) he has twenty-one (21) calendar days within which to consider this Agreement;
- (c) he has seven (7) calendar days following his execution of this Agreement to revoke this Agreement;
- (d) this ADEA waiver shall not be effective until the revocation period has expired; and,

(e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

ANY REVOCATION SHOULD BE IN WRITING AND DELIVERED TO JULES P. KAUFMAN, AT 56 TOP GALLANT ROAD, STAMFORD, CT 06904 ON OR BEFORE 11:59 P.M. ON THE SEVENTH DAY AFTER EXECUTIVE'S EXECUTION OF THIS AGREEMENT.

5. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against any of the Releasees.

6. No Assistance. Executive agrees that he will not knowingly counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Executive agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or court order to the Company. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance.

7. Breach. Executive acknowledges and agrees that any breach of any provision of this Agreement by Executive shall constitute a material breach of this Agreement and shall entitle the Company immediately to recover the consideration provided to Executive under this Agreement.

8. Non-Disparagement. The Parties hereby reconfirm the non-disparagement obligations set forth in Section 12(b) of the Employment Agreement.

9. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of potential claims. No action taken by the Parties, previously or in connection with this Agreement, shall be construed to be: (a) an admission of the truth or falsity of any claims made, or (b) an admission by either party of any fault or liability whatsoever to the other party or to any third party.

10. No Representations. Each party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

11. Severability. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision so long as the

remaining provisions remain intelligible and continue to reflect the original intent of the Parties.

12. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning the subject matter of this Agreement.

13. No Oral Modification. Any modification or amendment of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be effective only if placed in writing and signed by both Parties or their authorized representatives.

14. Attorneys' Fees. In the event that either Party brings an action to enforce or effect its rights under this Agreement, each Party shall bear its own legal costs and expenses incurred in connection with such an action.

15. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard for choice of law provisions.

16. Effective Date. This Agreement will become effective on the eighth day after it has been signed by both Parties (the "Effective Date"), provided that Employee has not revoked the Agreement before that date. This Agreement shall become effective or enforceable, and the consideration provided herein shall not be payable, until the Effective Date.

17. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

18. Voluntary Execution of Agreement. This Agreement is executed voluntarily and with the full intent of releasing all claims, and without any duress or undue influence by any of the Parties. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Dated:

By: \_\_\_\_\_  
For Gartner, Inc.

Dated:

By: \_\_\_\_\_  
Eugene A. Hall

GARTNER, INC.

2014 LONG-TERM INCENTIVE PLAN

STOCK APPRECIATION RIGHT AGREEMENT

Gartner, Inc. (the “**Company**”) hereby grants you (or the “**Grantee**”) a stock appreciation right (the “**SAR**”) under the Company’s 2014 Long-Term Incentive Plan, as amended from time to time (the “**Plan**”), to exercise in exchange for a payment from the Company pursuant to this SAR. The date of this Agreement is February 6, 2019 (the “**Grant Date**”). In general, the latest date this SAR will expire is February 6, 2026 (the “**Expiration Date**”). However, as provided in Appendix A (attached hereto), this SAR may expire earlier than the Expiration Date. Subject to the provisions of Appendix A and of the Plan, the principal features of this SAR are as follows:

**Number of Shares to which this SAR pertains** : As provided in the notice of grant.

**Exercise Price per Share** : As provided in the notice of grant.

**Vesting Schedule:**

Twenty-five percent (25%) of the Shares to which this SAR pertains shall vest on each of the first four anniversaries of the date hereof, or February 6, 2020, 2021, 2022 and 2023, subject to Grantee’s Continued Service through each such date.

APPENDIX A

TERMS AND CONDITIONS OF STOCK APPRECIATION RIGHTS

1. **Grant of SAR.** The Company hereby grants to the Grantee under the Plan, as a separate incentive in connection with his or her employment and not in lieu of any salary or other compensation for his or her services, a Stock Appreciation Right (“**SAR**”) pertaining to all or any part of an aggregate of Shares shown on the attached notice of grant, which SAR entitles the Grantee to exercise the SAR in exchange for Shares in the amount determined under Paragraph 9 below.

2. **Exercise Price.** The purchase price per Share for this SAR (the “**Exercise Price**”) shall be \$ [REDACTED], which is the Fair Market Value of a Share on the Grant Date.

3. **Vesting Schedule.**

- (a) ***General Rule*** . Except as otherwise provided in this Agreement, the right to exercise this SAR will vest in accordance with the vesting schedule set forth in the notice of grant which constitutes part of this Agreement. Shares scheduled to vest on any date will vest only if the Grantee remains in Continued Service (as defined below) through such date. Subject to the following subsections of this Paragraph 3, should the Grantee’s Continued Service end at any time (the “**Termination Date**”) while the SAR remains outstanding, any unvested portion of this SAR will be immediately cancelled.
- (b) ***Termination of Continued Service due to Death or Disability*** . If the Grantee’s termination of Continued Service is due to the Grantee’s death or Disability, the unvested portion of this SAR shall vest in full on the Termination Date. For the avoidance of doubt, if a Grantee’s Continued Service terminates due to his or her death or Disability and the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement, such termination of Continued Service shall be governed by this Paragraph 3(b) and shall not be treated as a Retirement.
- (c) ***Termination of Continued Service due to Retirement-Eligible Voluntary Resignation During the Year of Grant.*** If termination of Continued Service is due to a voluntary resignation and the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement, occurring during the calendar year in which the grant was made, the unvested portion of the SAR shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service; provided, that (i) the portion of the SAR that will continue to vest will be limited as set forth in Paragraph 3(e) below depending on the Grantee’s age at Retirement, and (ii) the number of Shares to which this SAR pertains will be reduced to equal the percentage of days in that year in which the Grantee was in Continued Service ( *i.e.* , for the avoidance of doubt, the number of Shares will equal the number specified in the notice of grant, multiplied by the number of days from January 1 for which the Grantee was in Continued Service, divided by 365).
- (d) ***Termination of Continued Service due to Retirement-Eligible Voluntary Resignation After the Year of Grant or***

*Retirement-Eligible Termination without Cause* . If the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and his or her termination of Continued Service is due to (i) a voluntary resignation occurring any time after the calendar year in which the grant was made, or (ii) an involuntary termination without Cause, other than pursuant to a Qualifying Termination (which treatment is governed exclusively by Paragraph 3(f)), the unvested portion of the SAR shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service; provided, that the portion of the SAR that will continue to vest will be limited as set forth in Paragraph 3(e) below depending on the Grantee’s age at Retirement.

- (e) *Portion of SAR Subject to Continued Vesting Upon Retirement* . If the Grantee’s Continued Service terminates due to a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and:
- (i) The Grantee is less than age 60 on the Termination Date, the unvested portion of the SAR that would have vested by its terms within the twelve (12) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service;
  - (ii) The Grantee is age 60 (but less than age 61) on the Termination Date, the unvested portion of the SAR that would have vested by its terms within the twenty-four (24) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service;
  - (iii) The Grantee is age 61 (but less than age 62) on the Termination Date, the unvested portion of the SAR that would have vested by its terms within the thirty-six (36) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service; and
  - (iv) The Grantee is age 62 or older on the Termination Date, the entire unvested portion of the SAR shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service.
- (f) *Qualifying Termination following a Change of Control* . Unless the Grantee’s employment, severance or other written agreement with the Company provides more favorable treatment, in the event that the Grantee’s Continued Service is terminated without Cause (including as a result of the elimination of his or her position) during the twelve (12) months following a Change of Control (a “ **Qualifying Termination** ”), the unvested portion of the SAR shall vest on the Termination Date. For the avoidance of doubt, (i) to the extent that the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and he or she experiences a Qualifying Termination, the vesting provisions set forth in this Paragraph 3(f) (not Paragraph 3(d)) shall control, and (ii) Section 13.10 of the Plan does not apply to the SAR granted hereunder.
- (g) *Other Conditions* . Notwithstanding anything herein to the contrary, the vesting terms set forth in this Paragraph 3 are contingent upon the Grantee being in full compliance with all the terms of this Agreement at the time of vesting. The Committee, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the SARs at any time, subject to the terms of the Plan. If so accelerated, such SARs will be considered as having vested as of the date specified by the Committee.

4. Termination of SAR . In the event of the Grantee’s termination of Continued Service, the Grantee shall have the right to exercise any vested but unexercised portion of this SAR for the timeframe indicated in the table below following the date of such termination of Continued Service. Any unvested portion of this SAR automatically will terminate and be forfeited (at no cost to the Company) on the first day on which it no longer is possible such portion to become vested:

Termination Scenario	Post-Termination Exercise Period
<ul style="list-style-type: none"> <li>• Involuntary termination for Cause</li> <li>• Involuntary termination without Cause (not Retirement-eligible)</li> <li>• Voluntary resignation (not Retirement-eligible)</li> </ul>	Earlier of Expiration Date or ninety (90) days after the date of termination of Continued Service (excluding any period during which Grantee is prohibited from trading under the Company’s Insider Trading Policy)
<ul style="list-style-type: none"> <li>• Death</li> <li>• Disability</li> <li>• Qualifying Termination</li> </ul>	Earlier of Expiration Date or twelve (12) months after the date of termination of Continued Service
<ul style="list-style-type: none"> <li>• Retirement-eligible involuntary termination without Cause</li> <li>• Retirement-eligible voluntary resignation</li> </ul>	Through the Expiration Date

5. Death of Grantee. In the event that the Grantee dies while in the employ of the Company and/or a parent of the Company or Subsidiary, the administrator or executor of the Grantee's estate (or such other person to whom the SAR is transferred pursuant to the Grantee's will or in accordance with the laws of descent and distribution), may exercise any vested but unexercised portion of the SAR in accordance with Paragraph 4 above. Any such transferee must furnish the Company (a) written notice of his or her status as a transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of this SAR and compliance with any laws or regulations pertaining to such transfer, and (c) written acceptance of the terms and conditions of this SAR as set forth in this Agreement.

6. Persons Eligible to Exercise SAR. Except as provided in Paragraph 5 above or as otherwise determined by the Committee in its discretion, this SAR shall be exercisable during the Grantee's lifetime only by the Grantee.

7. SAR is Not Transferable. Except to the limited extent provided in Paragraph 5 above, this grant and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or of any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately shall become null and void. Notwithstanding the preceding, the Grantee may transfer (not for consideration and for bona fide estate planning purposes) the Stock Appreciation Rights awarded under this Agreement to a revocable estate planning trust that is established solely for the benefit of Grantee and his or her immediate family. Any such transfer will be permitted only if it is in compliance with such rules and procedures as the Company may establish from time to time. Among other things, Grantee must acknowledge and agree that (a) for U.S. income tax purposes, all taxable income from the Stock Appreciation Rights will be reported to Grantee alone, (b) if Grantee proposes to change the nature or character of the transferee trust, Grantee first must inform the Company and the Company may require that the Stock Appreciation Rights be transferred back to Grantee alone, and (c) no additional other or further transfers of the Stock Appreciation Rights will be permitted under any circumstance.

8. Exercise of SAR. This SAR may be exercised by the person then entitled to do so as to any Shares, and such exercise must be in accordance with the Company's published exercise procedures, as in effect from time to time, which may require the Grantee to exercise this SAR through the Company's designated broker or administrator. Payment of the aggregate exercise price and all taxes that the Company determines are required to be withheld by reason of the exercise of this SAR or as are otherwise required under Paragraph 10 below shall be pursuant to a net exercise, whereby upon exercise of the SAR, Shares having a Fair Market Value equal to the aggregate exercise price applicable to the portion of the SAR being exercised, and all applicable withholdings, shall be withheld from the Shares that the Grantee would otherwise have received pursuant to Paragraph 9 below.

9. Receipt of SAR Amount. Upon exercise of this SAR, the Grantee shall be entitled to receive the number of Shares (the "**SAR Amount**"), subject to Paragraph 8, determined by (i) multiplying (a) the difference between the Fair Market Value of a Share over the Exercise Price; times (b) the number of Shares with respect to which this SAR is exercised, and (ii) dividing the product of (a) and (b) by the Fair Market Value of a Share. The SAR Amount shall be paid to the Grantee solely in whole Shares; any fractional amount shall be rounded down to the nearest whole share. Shares issued pursuant to the exercise of this SAR may be delivered in the form and manner determined by the Company, including, without limitation, in book form or listed in street name with a brokerage company of the Company's choice. For purposes of this Paragraph 9, Fair Market Value has the same meaning as in the Plan or as otherwise determined by the Company or its delegate.

10. Tax Withholding and Payment Obligations. When the Shares are issued as payment for exercised SARs, the Grantee will recognize immediate U.S. taxable income if the Grantee is a U.S. taxpayer. If the Grantee is a non-U.S. taxpayer, the Grantee will be subject to applicable taxes in his or her jurisdiction. The Company (or the employing parent of the Company or Subsidiary) will withhold a portion of the Shares otherwise issuable in payment for exercised SARs that have an aggregate market value sufficient to pay the federal, state and local income, employment and any other applicable taxes required to be withheld by the Company (or the employing parent of the Company or Subsidiary) with respect to the Shares, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Grantee or the Company, as applicable, with respect to the Shares on the date that the amount of tax to be withheld or remitted is to be determined. No fractional Shares will be withheld or issued pursuant to the exercise of SARs and the issuance of Shares thereunder. Notwithstanding anything herein to the contrary, the Company (or the employing parent of the Company or Subsidiary) may instead, in its discretion, withhold an amount necessary to pay the applicable taxes from the Grantee's paycheck, with no withholding of Shares. In the event the withholding requirements are not satisfied through the withholding of Shares (or through the Grantee's paycheck, as indicated above), no payment will be made to the Grantee (or his or her estate) for SARs unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any income and other taxes which the Company determines must be withheld or collected with respect to such SARs. By accepting this award of SARs, the Grantee expressly consents to the withholding of Shares and to any cash or Share withholding as provided for in this Paragraph 10. All income and other taxes related to the SAR award and any Shares delivered in payment thereof are the sole responsibility of the Grantee. In no event will the Company reimburse the Grantee for any taxes that may be imposed on the Grantee as result of Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**").

11. Suspension of Exercisability. If at any time the Company shall determine, in its discretion, that the listing, registration or qualification of the SARs upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition of the exercise of SARs hereunder, this SAR may not be exercised, in whole or in part, unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company. The Company shall make reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

12. No Rights of Stockholder. Neither the Grantee nor any person claiming under or through the Grantee shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Grantee (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, the Grantee will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. Successors and Assigns. The Company may assign any of its rights under the Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. The rights and obligations of the Grantee under this Agreement may be assigned only with the prior written consent of the Company.

14. No Effect on Employment. The Grantee's employment with the Company and any parent of the Company or Subsidiary is on an at-will basis only, subject to the provisions of applicable law. Accordingly, subject to any written, express employment contract with the Grantee, nothing in this Agreement or the Plan shall confer upon the Grantee any right to continue to be employed by the Company or any parent of the Company or Subsidiary or shall interfere with or restrict in any way the rights of the Company or the employing parent of the Company or Subsidiary, which are hereby expressly reserved, to terminate the employment of the Grantee at any time for any reason whatsoever, with or without good cause. Such reservation of rights can be modified only in an express written contract executed by a duly authorized officer of the Company or the parent of the Company or Subsidiary employing the Grantee.

15. Address for Notices. Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of its Secretary at the Company's headquarters, P.O. Box 10212, 56 Top Gallant Road, Stamford, CT 06902-7700, or at such other address as the Company may hereafter designate in writing.

16. Maximum Term of SAR. Notwithstanding any other provision of this Agreement, this SAR is not exercisable after the Expiration Date.

17. Non-Competition. (a)(i) "**Competitive Acts**" shall mean: (A) the development, production, marketing or selling of (or assisting others to develop, produce, market or sell): (x) syndicated research that competes with the Company or its Subsidiaries; or (y) a product or service which is competitive with the existing or planned products or services of the Company with which Grantee was involved in or managed at any time during the last twenty-four (24) months of the Grantee's Continued Service; and (B) the direct or indirect provision of services to, or solicitation of, the Company's clients or known prospects with whom Grantee had contact, managed, or became aware of as a result of being employed by the Company, for the purposes of developing, producing, marketing or selling such competitive products or services.

(ii) Grantee understands and agrees that the Company's business is global in nature and that its clients are located throughout the world; therefore, a territorial limitation on the non-competition covenants set forth in Paragraph 17 would not allow the Company to adequately protect its legitimate business interests, and the absence of such a limitation is entirely reasonable under these circumstances. In addition, Grantee agrees that the provisions of this Paragraph 17 are reasonable to protect and preserve the Company's legitimate business interests, including the protection of the Company's Confidential Information (as defined below) and the Company's substantial investment made to develop and retain its Confidential Information, client base, accounts and related goodwill.

(iii) The Company may, in its sole discretion, waive any portion of the Grantee's obligations contained in Paragraph 17. No such waiver shall be valid unless directly provided to Grantee, in writing, by the Company's General Counsel or his/her designee.

(b) Grantee agrees that, for two (2) years following the termination of his or her Continued Service for any reason whatsoever (the "**Restricted Period**"), the Grantee will not, on his or her own behalf or on behalf of any other person or entity (whether as a consultant, analyst, sales person, independent contractor, independent business venturer, partner, member, employee or otherwise), directly or indirectly: (i) engage in any Competitive Acts; and/or (ii) entice, encourage, cause or invite any of the Company's clients, known prospects, and vendors to discontinue, diminish, or otherwise adversely modify the business done with the Company, or otherwise interfere with the relationship between the Company and its clients, known prospects, and vendors.

(c) Grantee agrees that, in addition to any and all other remedies available to the Company (at law, in equity, or as otherwise set forth in this Agreement), the Company shall be entitled to liquidated damages for any violation of Paragraph 17 in an amount equal to: (i) the final twelve (12) months' salary, commissions, and bonus paid to the Grantee; and (ii) an additional amount equal to the aggregate

dollar value of shares underlying any stock appreciation rights, performance stock units, and/or restricted stock units that vested (or, in the case of stock appreciation rights, vested and Grantee exercised) at any time during the twelve (12) months prior to the Grantee's termination of Continued Service. The dollar value of each such share shall be equal to the closing price of Gartner stock on the date of grant of the applicable stock appreciation right, performance stock unit or restricted stock unit. Grantee agrees that the liquidated damages set forth herein are a reasonable approximation of the damages experienced by the Company for a violation of Paragraph 17, and are not to be deemed a penalty of any kind.

(d) Grantee acknowledges that the time, geographic and scope limitations of the non-competition obligation set forth herein are fair and reasonable in all respects, and that Grantee will not be precluded from gainful employment if obligated to comply with the provisions hereof. To the extent a court of appropriate jurisdiction finds the duration and/or geographic scope of the non-competition or non-solicitation restrictions to be unenforceable under applicable law, then it is the intention of the parties that such restriction be enforced to the fullest extent which the court deems reasonable. In the event of Grantee's breach or violation of this Paragraph 17, or good faith allegation by the Company of such breach or violation, the Restricted Period set forth in this Paragraph 17 shall be tolled until such breach or violation, or allegation thereof, has been duly cured or resolved.

(e) During the Restricted Period set forth above, the Grantee will notify (in writing and not less than 72 hours in advance) the Company's General Counsel if he or she intends to become an employee or other service provider of any entity other than the Company (for example, but not by way of limitation, as an employee, consultant, analyst, sales person, independent contractor, agent, independent business venturer, partner or member).

18. Non-Solicitation and No-Hire. The Grantee further agrees that, during the Restricted Period, the Grantee will not, directly or indirectly solicit, entice, or recruit employees of the Company to leave its employ, or offer or cause to be offered employment to any person who was employed by the Company at any time during the twelve (12) months prior to the termination of Grantee's Continued Service. General mass solicitations of employment that are not directed at the Company or any employee(s) of the Company shall not be prohibited by this Paragraph 18. For purposes of this Paragraph 18 (and the preceding Paragraph 17), the "Company" shall include the Company and its Subsidiaries.

19. Binding Agreement. Subject to the limitation on the transferability of this SAR contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

20. Governing Law. This Agreement and the grant of SARs shall be construed in accordance with and governed by the laws of the State of Delaware, other than its conflicts of law provisions; provided that, notwithstanding the foregoing, Sections 17 and 18 of this Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflicts of law provisions.

21. Plan Governs. This Agreement is subject to all of the terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern. Capitalized terms and phrases used and not defined in this Agreement shall have the meaning set forth in the Plan.

22. Committee Authority. The Committee shall have all discretion, power, and authority to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith (including, but not limited to, the determination of whether or not any SARs have vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Grantee, the Company and all other interested persons, and shall be given the maximum deference permitted by law. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

23. Electronic Delivery and Acceptance. The Company, in its sole discretion, may decide to deliver any documents related to Stock Appreciation Rights awarded under the Plan or future Stock Appreciation Rights that may be awarded under the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

24. Captions. The captions provided herein are for convenience only and are not to serve as a basis for the interpretation or construction of this Agreement.

25. Agreement Severable. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

26. Modifications to the Agreement; Clawback. The Plan and this Agreement together the entire understanding of the parties on the subjects covered. The Grantee expressly warrants that he or she is not executing this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Except as otherwise provided herein, modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding

anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Grantee, to avoid imposition of any additional tax or income recognition under Section 409A prior to the actual payment of Shares pursuant to this SAR, provided that such revision would not materially reduce the economic benefits provided or intended to be provided under this Agreement. In no event will the Company pay or reimburse the Grantee for any taxes or other costs imposed on account of Section 409A. Additionally, this Agreement and the award made hereunder shall be subject to any clawback policy which the Company may adopt from time to time as required by law or otherwise.

27. Amendment, Suspension, Termination. By accepting this SAR, the Grantee expressly warrants that he or she has received an SAR to purchase stock under the Plan, and has received, read and understood a description of the Plan. The Grantee understands that the Plan is discretionary in nature and may be modified, suspended or terminated by the Company at any time.

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

“Confidential Information” means all information related to the operation of the Company's business and knowledge of the Company's assets, including, but not limited to, (i) financial information, (ii) products, (iii) product and services costs, prices, profits and sales, (iv) forecasts, (v) computer programs, (vi) data bases (and the documentation and information contained therein), (vii) computer access codes and similar information, (viii) software ideas, (ix) know-how, technologies, concepts and designs, (x) research projects and all information connected with research and development efforts, (xi) records, (xii) business relationships, methods and recommendations, (xiii) client lists (including identities of clients and prospective clients, identities of individual contracts at business entities which are clients or prospective clients, client spending, preferences, business or habits), (xiv) subscription or consultant termination dates, (xv) personnel files, (xvi) competitive analyses, (xvii) other confidential or proprietary information or trade secrets that have not been made available to the general public by the Company's senior management, and (xviii) non-public information provided to the Company by its clients, and other tangible or intangible assets and other information obtained by the Grantee in the course of his or her employment with the Company.

“Continued Service” means that the Grantee's employment relationship is not interrupted or terminated by the Grantee, the Company, or any parent or Subsidiary of the Company. The Grantee's 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 Agreement or under applicable laws, rules or regulations, or unless the Committee has otherwise expressly provided for different treatment with respect to this Agreement, (x) no such leave may exceed ninety (90) days, and (y) any vesting shall cease on the ninety-first (91<sup>st</sup>) consecutive date of any leave of absence during which the Grantee's employment relationship is deemed to continue and will not recommence until such date, if any, upon which the Grantee resumes service with the Company, its parent, Subsidiary or successor. If the Grantee resumes such service in accordance with the terms of the Company's military leave policy, upon resumption of service, the Grantee will be given vesting credit for the full duration of the Grantee's leave of absence. Continuous employment will be deemed interrupted and terminated for the Grantee if the Grantee's weekly work hours change from full time to part time. Part-time status for the purpose of vesting continuation will be determined in accordance with policies adopted by the Company from time to time, which policies, if any, shall supersede 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 the Grantee's employment in accordance with the Company's retirement policies, as in effect from time to time, if on the date of such termination, (i) the Grantee is at least 55 years old, (ii) his or her Continued Service has extended for at least five (5) years, and (iii) the combination of the Grantee's age and years of Continued Service total at least 65. Partial years will be counted solely to determine whether the Grantee satisfies the total of 65 or more, but will not be rounded.

By way of illustration, if a Grantee terminates his or her employment in accordance with the Company's retirement policies when he or she is (i) 58 years and eight months old, after (ii) six years and five months of Continued Service, (iii) the Grantee's total would be 65 (65 years and one month). Because the Grantee in this example would meet the age requirement (55+) and the years of Continued Service requirement (5+), and his or her total is 65, the Grantee's termination would be treated as a Retirement. If a Grantee terminates his or her employment in accordance with the Company's retirement policies when he or she is (i) 63 years and six months old, after (ii) four years and six months of Continued Service, (iii) the Grantee's total would be 68. This Grantee would meet the age requirement (55+) and would have a total of 65 or more, but his or her termination would not be treated as a Retirement, since the Grantee has not met the years of Continued Service requirement. For the avoidance of doubt, if a Grantee's Continued Service is terminated

for Cause and the Grantee is eligible for a Retirement, such termination of Continued Service shall not be treated as a Retirement for any purpose hereunder.

Your acceptance of this grant indicates your agreement and understanding that this grant is subject to all of the terms and conditions contained in the Plan and this Agreement, which includes the notice of grant. Your acceptance of this grant indicates your agreement and understanding that this grant is subject to all of the terms and conditions contained in the Plan and this Award Agreement, which includes the notice of grant and this Agreement.

**As a condition to receiving this Stock Appreciation Right grant and in consideration of such grant, you accept and agree to abide by the Agreement Regarding Certain Conditions of Employment provided to you in connection with such grant, including but not limited to the confidentiality and post-employment restrictions on competition set forth therein. You hereby ratify, affirm and consent to those terms and conditions .**

GARTNER, INC.

2014 LONG-TERM INCENTIVE PLAN

PERFORMANCE STOCK UNIT AGREEMENT

Gartner, Inc. (the “**Company**”) hereby grants you (or the “**Grantee**”) the number of performance stock units indicated in the notice of grant (a “**PSU**” or the “**PSU s**”) under the Company’s 2014 Long-Term Incentive Plan, as amended from time to time (the “**Plan**”) (this type of Award is referred to as Performance Shares under the Plan). The date of this Agreement is February 6, 2019 (the “**Grant Date**”). Subject to the provisions of Appendix A, Appendix B (each attached hereto) and of the Plan, the principal features of this PSU grant are as follows:

**Target Number of PSUs** : As provided in the notice of grant, subject to adjustment as provided under Performance Adjustment below.

**Performance Adjustment** : The performance conditions and performance goals applicable to the PSUs are as set forth in Appendix B.

**Vesting Schedule** :

Twenty-five percent (25%) of the PSUs eligible to vest (if any, as determined as set forth on Appendix B) shall vest on each of the first four anniversaries of the date hereof, or February 6, 2020, 2021, 2022 and 2023, subject to Grantee’s Continued Service through each such date.

APPENDIX A

TERMS AND CONDITIONS OF PERFORMANCE STOCK UNITS

1. **Grant of PSUs** . The Company hereby grants to the Grantee under the Plan, as a separate incentive in connection with his or her employment and not in lieu of any salary or other compensation for his or her services, the number of Performance Stock Units (“PSUs”) indicated in the notice of grant, subject to all of the terms and conditions in this Agreement and the Plan. This type of Award is referred to as “Performance Shares” under the Plan.

2. **Company’s Obligation to Pay** . Each PSU has a value equal to the Fair Market Value of a Share on the date of grant. Unless and until the PSUs have vested in the manner set forth in Paragraphs 3 or 4, the Grantee will have no right to payment of such PSUs. Prior to actual payment of any vested PSUs, such PSUs will represent an unfunded and unsecured obligation of the Company. Payment of any vested PSUs will be made in Shares only. In no event will the Grantee be permitted, directly or indirectly, to specify the taxable year of the payment of any PSUs payable under the Agreement.

3. **Vesting Schedule** .

(a) ***General Rule. Except as otherwise provided in this Agreement, the PSUs awarded by this Agreement are scheduled to vest in accordance with the vesting schedule set forth in the notice of grant. PSUs scheduled to vest on a particular date will vest only if the Grantee remains in Continued Service (as defined below) through such date. Subject to the following***

*subsections of this Paragraph 3, should the Grantee's Continued Service end at any time (the "Termination Date") while the PSUs remain outstanding, any unvested PSUs will be immediately cancelled.*

- (b) Termination of Continued Service due to Death or Disability. If the Grantee's termination of Continued Service is due to the Grantee's death or Disability, the unvested portion of the PSUs shall vest in full on the Termination Date. For the avoidance of doubt, if a Grantee's Continued Service terminates due to his or her death or Disability and the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement, such termination of Continued Service shall be governed by this Paragraph 3(b) and shall not be treated as a Retirement.*
- (c) Termination of Continued Service due to Retirement-Eligible Voluntary Resignation During the Year of Grant. If termination of Continued Service is due to a voluntary resignation and the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement, occurring during the calendar year in which the grant was made, the unvested portion of the PSUs shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service; provided, that (i) the number of PSUs that will continue to vest will be limited as set forth in Paragraph 3(e) below depending on the Grantee's age at Retirement, and (ii) the target number of PSUs so granted will be reduced to equal the percentage of days in that year in which the Grantee was in Continued Service (i.e., for the avoidance of doubt, the target number of PSUs will equal the number specified in the notice of grant, multiplied by the number of days from January 1 for which the Grantee was in Continued Service, divided by 365).*
- (d) Termination of Continued Service due to Retirement-Eligible Voluntary Resignation After the Year of Grant or Retirement-Eligible Termination without Cause. If the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and his or her termination of Continued Service is due to (i) a voluntary resignation occurring any time after the calendar year in which the grant was made, or (ii) an involuntary termination without Cause, other than pursuant to a Qualifying Termination (which treatment is governed exclusively by Paragraph 3(f)), the unvested portion of the PSUs shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service; provided, that the number of PSUs that will continue to vest will be limited as set forth in Paragraph 3(e) below depending on the Grantee's age at Retirement.*
- (e) Number of PSUs Subject to Continued Vesting Upon Retirement. If the Grantee's Continued Service terminates due to a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and:*

  - (i) The Grantee is less than age 60 on the Termination Date, the unvested portion of the PSUs that would have vested by its terms within the twelve (12) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service;*

- (ii) The Grantee is age 60 (but less than age 61) on the Termination Date, the unvested portion of the PSUs that would have vested by its terms within the twenty-four (24) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service;
  - (iii) The Grantee is age 61 (but less than age 62) on the Termination Date, the unvested portion of the PSUs that would have vested by its terms within the thirty-six (36) months from the Termination Date shall continue to vest as set forth in the notice of grant, despite the termination of Continued Service; and
  - (iv) The Grantee is age 62 or older on the Termination Date, the entire unvested portion of the PSUs shall continue to vest after the Termination Date as set forth in the notice of grant, despite the termination of Continued Service.
- (f) *Qualifying Termination following a Change of Control. Unless the Grantee's employment, severance or other written agreement with the Company provides more favorable treatment, in the event that the Grantee's Continued Service is involuntarily terminated without Cause (including as a result of the elimination of his or her position) during the twelve (12) months following a Change of Control ("Qualifying Termination"), the unvested portion of the PSUs shall vest on the Termination Date, with the performance goals hereunder being deemed achieved at one-hundred percent (100%) of the target level of performance. For the avoidance of doubt, (i) to the extent that the Grantee is eligible for a Retirement in accordance with the requirements set forth in Paragraph 28 of this Agreement and he or she experiences a Qualifying Termination, the vesting provisions set forth in this Paragraph 3(f) (not Paragraph 3(d)) shall control, and (ii) Section 13.10 of the Plan does not apply to the PSUs granted hereunder.*
- (g) *Other Conditions. Notwithstanding anything herein to the contrary, (i) the vesting terms set forth in this Paragraph 3 are contingent upon the Grantee being in full compliance with all the terms of this Agreement at the time of vesting, and (ii) in the case of PSUs as to which the Performance Adjustment referred to in the notice of grant has not been made at the Termination Date, the PSUs that will be deemed vested on the Termination Date or otherwise pursuant to this Paragraph 3 shall be determined, and shall vest, when such Performance Adjustment has occurred.*

4. **Committee Discretion.** The Committee, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the PSUs at any time, subject to the terms of the Plan. If so accelerated, such PSUs will be considered as having vested as of the date specified by the Committee. If the Committee, in its discretion, accelerates the vesting of the balance, or some lesser portion of the balance, of the PSUs and the PSUs are "deferred compensation" within the meaning of Section 409A, the payment of such accelerated PSUs nevertheless shall be made at the same time or times as if such PSUs had vested in accordance with the vesting schedule set forth in the notice of grant (whether or not the Grantee remains in Continued Service through such date(s)). The immediately preceding sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to the sentence. Notwithstanding the foregoing, if such PSUs that are "deferred compensation" within the

meaning of Section 409A are accelerated in connection with the Grantee's termination of Continued Service (other than due to death), the PSUs that vest on account of the Grantee's termination of Continued Service will not be considered due or payable until the Grantee has a "separation from service" within the meaning of Section 409A. In addition, if the Grantee is a "specified employee" within the meaning of Section 409A at the time of the Grantee's separation from service, then any such accelerated PSUs otherwise payable within the six (6) month period following the Grantee's separation from service instead will be paid on the date that is six (6) months and one (1) day following the date of the Grantee's separation from service, unless the Grantee dies following his or her separation from service, in which case, the accelerated PSUs will be paid to the Grantee's estate as soon as practicable following his or her death, subject to Paragraph 8. Thereafter, such PSUs shall continue to be paid in accordance with the vesting schedule set forth on the first page of this Agreement. Each payment payable to a U.S. taxpayer under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Agreement, "Section 409A" means Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and any final Treasury Regulations and other Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Payment after Vesting. Any PSUs that vest in accordance with Paragraph 4 will be released to the Grantee (or in the event of the Grantee's death, to his or her estate) in Shares as soon as practicable following the date of vesting, subject to Paragraph 8, but in no event later than the applicable two and one-half (2-½) month period of the "short-term deferral" rule set forth in the Section 1.409A-1(b)(4) of the Treasury Regulations issued under Section 409A. Notwithstanding the foregoing, if the PSUs are "deferred compensation" within the meaning of Section 409A, the vested PSUs will be released to the Grantee (or in the event of the Grantee's death, to his or her estate) in Shares as soon as practicable following the date of vesting, subject to Paragraph 8, but in no event later than the end of the calendar year that includes the date of vesting or, if later, the fifteen (15th) day of the third (3rd) calendar month following the date of vesting (provided that the Grantee will not be permitted, directly or indirectly, to designate the taxable year of the payment). Further, if some or all of the PSUs that are "deferred compensation" within the meaning of Section 409A vest on account of the Grantee's termination of Continued Service (other than due to death) in accordance with Paragraph 3, the PSUs that vest on account of the Grantee's termination of Continued Service will not be considered due or payable until the Grantee has a "separation from service" within the meaning of Section 409A. In addition, if the Grantee is a "specified employee" within the meaning of Section 409A at the time of the Grantee's separation from service (other than due to death), then any accelerated PSUs will be paid to the Grantee no earlier than six (6) months and one (1) day following the date of the Grantee's separation from service unless the Grantee dies following his or her separation from service, in which case, the PSUs will be paid to the Grantee's estate as soon as practicable following his or her death, subject to Paragraph 8. Any PSUs that vest in accordance with Paragraph 4 will be paid to the Grantee (or in the event of the Grantee's death, to his or her

estate) in Shares in accordance with the provision of such paragraph, subject to Paragraph 8.

6. **Forfeiture**. Notwithstanding any contrary provision of this Agreement, the balance of the PSUs that have not vested pursuant to Paragraphs 3 or 4 at the time the Grantee ceases to be in Continued Service will be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company. The Grantee shall not be entitled to a refund of any of the price paid for the PSUs forfeited to the Company pursuant to this Paragraph 6.

7. **Death of Grantee**. Any distribution or delivery to be made to the Grantee under this Agreement will, if the Grantee is then deceased, be made to the administrator or executor of the Grantee's estate (or such other person to whom the PSUs are transferred pursuant to the Grantee's will or in accordance with the laws of descent and distribution). Any such transferee must furnish the Company (a) written notice of his or her status as a transferee, (b) evidence satisfactory to the Company to establish the validity of the transfer of these PSUs and compliance with any laws or regulations pertaining to such transfer, and (c) written acceptance of the terms and conditions of this Performance Stock Unit grant as set forth in this Agreement.

8. **Withholding of Taxes**. When the Shares are issued as payment for vested PSUs, the Grantee will recognize immediate U.S. taxable income if the Grantee is a U.S. taxpayer. If the Grantee is a non-U.S. taxpayer, the Grantee may be subject to applicable taxes in his or her jurisdiction. The Company (or the employing parent of the Company or Subsidiary) will withhold a portion of the Shares otherwise issuable in payment for vested PSUs that have an aggregate market value sufficient to pay the federal, state and local income, employment and any other applicable taxes required to be withheld by the Company (or the employing parent of the Company or Subsidiary) with respect to the Shares, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Grantee or the Company, as applicable, with respect to the Shares on the date that the amount of tax to be withheld or remitted is to be determined. No fractional Shares will be withheld or issued pursuant to the grant of PSUs and the issuance of Shares thereunder. The Company (or the employing parent of the Company or Subsidiary) may instead, in its discretion, withhold an amount necessary to pay the applicable taxes from the Grantee's paycheck, with no withholding of Shares. In the event the withholding requirements are not satisfied through the withholding of Shares (or, through the Grantee's paycheck, as indicated above), no payment will be made to the Grantee (or his or her estate) for PSUs unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any income and other taxes which the Company determines must be withheld or collected with respect to such PSUs. By accepting this Award, the Grantee expressly consents to the withholding of Shares and to any cash or Share withholding as provided for in this Paragraph 8. All income and other taxes related to the Performance Stock Unit award and any Shares delivered in payment thereof are the sole responsibility of the Grantee. In no event will the Company reimburse the Grantee for any taxes or other costs that may be imposed on the Grantee as result of Section 409A.

9. **Rights as Stockholder.** Neither the Grantee nor any person claiming under or through the Grantee shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to the Grantee (including through electronic delivery to a brokerage account). Notwithstanding any contrary provisions of this Agreement, any quarterly or other regular, periodic dividends or distributions (as determined by the Company) paid on Shares will accrue with respect to (i) unvested PSUs and (ii) PSUs that are vested but unpaid, and no such dividends or other distributions will be paid on PSUs nor PSUs that are vested but unpaid pursuant to Paragraph 4, and in each case will be subject to the same forfeiture provisions (if any), and be paid out at the same time or time(s), as the underlying PSUs on which such dividends or other distributions have accrued. After such issuance, recordation and delivery, the Grantee will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. **No Effect on Employment or Service.** The Grantee's employment with the Company and any parent of the Company or Subsidiary is on an at-will basis only, subject to the provisions of applicable law. Accordingly, subject to any written, express employment contract with the Grantee, nothing in this Agreement or the Plan shall confer upon the Grantee any right to continue to be employed by the Company or any parent of the Company or Subsidiary or shall interfere with or restrict in any way the rights of the Company or the employing parent of the Company or Subsidiary, which are hereby expressly reserved, to terminate the employment of the Grantee at any time for any reason whatsoever, with or without good cause. Such reservation of rights can be modified only in an express written contract executed by a duly authorized officer of the Company or the parent of the Company or Subsidiary employing the Grantee.

11. **Address for Notices.** Any notice to be given to the Company under the terms of this Agreement shall be addressed to the Company, in care of its Secretary at the Company's headquarters, P.O. Box 10212, 56 Top Gallant Road, Stamford, CT 06902-7700, or at such other address as the Company may hereafter designate in writing.

12. **Grant is Not Transferable.** Except to the limited extent provided in Paragraph 7 above, this grant and the rights and privileges conferred hereby shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or of any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately shall become null and void. Notwithstanding the preceding, the Grantee may transfer (not for consideration and for bona fide

estate planning purposes) the Performance Stock Units awarded under this Agreement to a revocable estate planning trust that is established solely for the benefit of Grantee and his or her immediate family. Any such transfer will be permitted only if it is in compliance with such rules and procedures as the Company may establish from time to time. Among other things, Grantee must acknowledge and agree that (a) for U.S. income tax purposes, all taxable income from the Performance Stock Units will be reported to Grantee alone, (b) if Grantee proposes to change the nature or character of the transferee trust, Grantee first must inform the Company and the Company may require that the Performance Stock Units be transferred back to Grantee alone, and (c) no additional other or further transfers of the Performance Stock Units will be permitted under any circumstance.

13. **Non-Competition** . (a)(i) “Competitive Acts” shall mean: (A) the development, production, marketing or selling of (or assisting others to develop, produce, market or sell): (x) syndicated research that competes with the Company or its Subsidiaries; or (y) a product or service which is competitive with the existing or planned products or services of the Company with which Grantee was involved in or managed at any time during the last twenty-four (24) months of the Grantee’s Continued Service; and (B) the direct or indirect provision of services to, or solicitation of, the Company’s clients or known prospects with whom Grantee had contact, managed, or became aware of as a result of being employed by the Company, for the purposes of developing, producing, marketing or selling such competitive products or services.

(ii) Grantee understands and agrees that the Company’s business is global in nature and that its clients are located throughout the world; therefore, a territorial limitation on the non-competition covenants set forth in Paragraph 13 would not allow the Company to adequately protect its legitimate business interests, and the absence of such a limitation is entirely reasonable under these circumstances. In addition, Grantee agrees that the provisions of this Paragraph 14 are reasonable to protect and preserve the Company’s legitimate business interests, including the protection of the Company’s Confidential Information (as defined below) and the Company’s substantial investment made to develop and retain its Confidential Information, client base, accounts and related goodwill.

(iii) The Company may, in its sole discretion, waive any portion of the Grantee’s obligations contained in Paragraph 13. No such waiver shall be valid unless directly provided to Grantee, in writing, by the Company’s General Counsel or his/her designee.

(b) Grantee agrees that, for a period of two (2) years following the termination of his or her Continued Service for any reason whatsoever (the “**Restricted Period**”), the Grantee will not, on his or her own behalf or on behalf of any other person or entity (whether as a consultant, analyst, sales person, independent contractor, independent business venturer, partner, member, employee or otherwise), directly or indirectly: (i) engage in any Competitive Acts; and/or (ii) entice, encourage, cause or invite any of the Company’s clients, known prospects, and vendors to discontinue, diminish, or otherwise adversely modify the business done with the Company, or otherwise interfere with the relationship between the Company and its clients, known prospects, and vendors.

(c) Grantee agrees that, in addition to any and all other remedies available to the Company (at law, in equity, or as otherwise set forth in this Agreement), the Company shall be entitled to liquidated damages for any violation of Paragraph 13 in an amount equal to: (i) the final twelve (12) months’ salary, commissions, and bonus paid to the Grantee; and (ii) an additional amount equal to the aggregate dollar value of shares underlying any stock appreciation rights, performance stock units, and/or restricted stock units that vested (or, in the case of stock appreciation rights, vested and Grantee exercised) at any time during the twelve (12) months prior to the Grantee’s termination of Continued Service. The dollar value of each such share shall be equal to the closing price of Gartner stock on the date of grant of the applicable stock appreciation right, performance stock unit or restricted stock unit. Grantee agrees that the liquidated damages set forth herein are a reasonable approximation of the damages experienced by the Company for a violation of Paragraph 13, and are not to be deemed a penalty of any kind.

(d) Grantee acknowledges that the time, geographic and scope limitations of the non-competition obligation set forth herein are fair and reasonable in all respects, and that Grantee will not be precluded from gainful employment if obligated to comply with the

provisions hereof. To the extent a court of appropriate jurisdiction finds the duration and/or geographic scope of the non-competition or non-solicitation restrictions to be unenforceable under applicable law, then it is the intention of the parties that such restriction be enforced to the fullest extent which the court deems reasonable. In the event of Grantee's breach or violation of this Paragraph 13, or good faith allegation by the Company of such breach or violation, the Restricted Period set forth in this Paragraph 13 shall be tolled until such breach or violation, or allegation thereof, has been duly cured or resolved.

(e) During the Restricted Period set forth above, the Grantee will notify (in writing and not less than 72 hours in advance) the Company's General Counsel if he or she intends to become an employee or other service provider of any entity other than the Company (for example, but not by way of limitation, as an employee, consultant, analyst, sales person, independent contractor, agent, independent business venturer, partner or member).

**14. Non-Solicitation and No-Hire. The Grantee further agrees that, during the Restricted Period, the Grantee will not, directly or indirectly solicit, entice, or recruit employees of the Company to leave its employ, or offer or cause to be offered employment to any person who was employed by the Company at any time during the twelve (12) months prior to the termination of Grantee's Continued Service. General mass solicitations of employment that are not directed at the Company or any employee(s) of the Company shall not be prohibited by this Paragraph 14. For purposes of this Paragraph 14 (and the preceding Paragraph 13, the "Company" shall include the Company and its Subsidiaries).**

**15. Successors and Assigns. The Company may assign any of its rights under the Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. The rights and obligations of the Grantee under this Agreement may be assigned only with the prior written consent of the Company.**

**16. Restrictions on Sale of Securities. The Shares issued as payment for vested PSUs awarded under this Agreement will be registered under the federal securities laws and will be freely tradable upon receipt. However, the Grantee's subsequent sale of the Shares will be subject to any market blackout-period that may be imposed by the Company and must comply with the Company's insider trading policies, and any other applicable securities laws.**

**17. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.**

**18. Conditions for Issuance of Stock. The shares of stock deliverable to the Grantee may be either previously authorized but unissued shares or issued shares which have been reacquired by the Company. The Company shall not be required to transfer on its books or list in street name with a brokerage company or otherwise issue any certificate or certificates for Shares hereunder prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; and (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or**

advisable; and (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of vesting of the PSUs as the Committee may establish from time to time for reasons of administrative convenience.

19. **Plan Governs**. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan shall govern. Capitalized terms used and not defined in this Agreement shall have the meaning set forth in the Plan.

20. **Committee Authority**. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any PSUs have vested). All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon the Grantee, the Company and all other persons, and shall be given the maximum deference permitted by law. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

21. **Electronic Delivery and Acceptance**. The Company, in its sole discretion, may decide to deliver any documents related to Performance Stock Units awarded under the Plan or future Performance Stock Units that may be awarded under the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

22. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

23. **Agreement Severable**. In the event that any provision in this Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

24. **Entire Agreement**. This Agreement constitutes the entire understanding of the parties on the subjects covered. The Grantee expressly warrants that he or she is not executing this Agreement in reliance on any promises, representations, or inducements other than those contained herein.

25. **Modifications to the Agreement; Clawback** . The Plan and this Agreement together the entire understanding of the parties on the subjects covered. The Grantee expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Grantee, to avoid imposition of any additional tax or income recognition under Section 409A prior to the actual payment of Shares pursuant to this award of PSUs, provided that such revision would not materially reduce the economic benefits provided or intended to be provided under this Agreement. Additionally, this Agreement and the award made hereunder shall be subject to any clawback policy which the Company may adopt from time to time as required by law or otherwise.

26. **Amendment, Suspension or Termination of the Plan** . By accepting this award, the Grantee expressly warrants that he or she has received an award under the Plan, and has received, read and understood a description of the Plan. The Grantee understands that the Plan is discretionary in nature and may be modified, suspended or terminated by the Company at any time.

27. **Governing Law** . This Agreement and the grant of PSUs shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law provisions; provided that, notwithstanding the foregoing, Sections 13 and 14 of this Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflicts of law provisions.

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

“**Confidential Information**” means all information related to the operation of the Company's business and knowledge of the Company's assets, including, but not limited to, (i) financial information, (ii) products, (iii) product and services costs, prices, profits and sales, (iv) forecasts, (v) computer programs, (vi) data bases (and the documentation and information contained therein), (vii) computer access codes and similar information, (viii) software ideas, (ix) know-how, technologies, concepts and designs, (x) research projects and all information connected with research and development efforts, (xi) records, (xii) business relationships, methods and recommendations, (xiii) client lists (including identities of clients and prospective clients, identities of individual contracts at business entities which are clients or prospective clients, client spending, preferences, business or habits), (xiv) subscription or consultant termination dates, (xv) personnel files, (xvi) competitive analyses, (xvii) other confidential or proprietary information or trade secrets that have not been made available to the general public by the Company's senior management, and (xviii) non-public information provided to the Company by its clients, and other tangible or intangible assets and other information obtained by the Grantee in the course of his or her employment with the Company.

“**Continued Service**” means that the Grantee's employment relationship is not interrupted or terminated by the Grantee, the Company, or any parent or Subsidiary of the Company. The Grantee's 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 Agreement or under applicable laws, rules or regulations, or unless the Committee has otherwise expressly provided for different treatment with respect to this Agreement, (x) no such leave may exceed ninety (90) days, and (y) any vesting shall cease on the ninety-first (91<sup>st</sup>) consecutive date of any leave of absence during which the Grantee's employment relationship is deemed to continue and will not recommence until such date, if any, upon which the Grantee resumes service with the Company, its parent, Subsidiary or successor. If the Grantee resumes such service in accordance with the terms of the Company's military leave policy, upon resumption of service, the Grantee will be given vesting credit for the full duration of the Grantee's leave of absence. Continuous employment will be deemed interrupted and terminated for the Grantee if the Grantee's weekly work hours change from full time to part time. Part-time status for the purpose of vesting continuation will be determined in accordance with policies adopted by the Company from time to time, which policies, if any, shall supersede 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 the Grantee's employment in accordance with the Company's retirement policies, as in effect from time to time, if on the date of such termination, (i) the Grantee is at least 55 years old, (ii) his or her Continued Service has extended for at least five (5) years, and (iii) the combination of the Grantee's age and years of Continued Service total at least 65. Partial years will be counted solely to determine whether the Grantee satisfies the total of 65 or more, but will not be rounded.

By way of illustration, if a Grantee terminates his or her employment in accordance with the Company's retirement policies when he or she is (i) 58 years and eight months old, after (ii) six years and five months of Continued Service, (iii) the Grantee's total would be 65 (65 years and one month). Because the Grantee in this example would meet the age requirement (55+) and the years of Continued Service requirement (5+), and his or her total is 65, the Grantee's termination would be treated as a Retirement. If a Grantee terminates his or her employment in accordance with the Company's retirement policies when he or she is (i) 63 years and six months old, after (ii) four years and six months of Continued Service, (iii) the Grantee's total would be 68. This Grantee would meet the age requirement (55+) and would have a total of 65 or more, but his or her termination would not be treated as a Retirement, since the Grantee has not met the years of Continued Service requirement. For the avoidance of doubt, if a Grantee's Continued Service is terminated for Cause and the Grantee is eligible for a Retirement, such termination of Continued Service shall not be treated as a Retirement for any purpose hereunder.

Your acceptance of this grant indicates your agreement and understanding that this grant is subject to all of the terms and conditions contained in the Plan and this Award Agreement, which includes the notice of grant and this Agreement.

**As a condition to receiving this Performance Stock Unit grant and in consideration of such grant, you accept and agree to abide by the Agreement Regarding Certain Conditions of Employment provided to you in connection with such grant, including but not limited to the confidentiality and post-employment restrictions on competition set forth therein. You hereby ratify, affirm and consent to those terms and conditions .**

**SUBSIDIARIES OF THE REGISTRANT**

<b>Subsidiaries</b>	<b>State/Country</b>
Burton Group, Inc.	Utah, USA
Capterra, Inc.	Delaware, USA
Computer Financial Consultants, Inc.	Delaware, USA
Computer Financial Consultants, Limited	United Kingdom
Dataquest, Inc.	California, USA
G.G. Properties, Ltd.	Bermuda
Gartner Advisory (Singapore) PTE LTD.	Singapore
Gartner Australasia PTY Limited ( including branch in New Zealand)	Australia
Gartner Austria GmbH	Austria
Gartner Belgium BVBA ( including branch in Luxembourg)	Belgium
Gartner Canada Co.	Nova Scotia, Canada
Gartner Consulting (Beijing) Co., LTD.	China
Gartner Denmark ApS	Denmark
Gartner Deutschland, GmbH	Germany
Gartner do Brasil Servicos De Pesquisas LTDA.	Brazil
Gartner Espana, S.L. ( including branch in Portugal)	Spain
Gartner Europe Holdings, B.V.	The Netherlands
Gartner France S.A.R.L.	France
Gartner Finland Oy	Finland
Gartner Gulf FZ, LLC - ( including branch in Abu Dhabi)	United Arab Emirates
Gartner Group Taiwan LTD.	Taiwan
Gartner Group (Thailand) Ltd.	Thailand
Gartner Holdings Ireland UC	Ireland
Gartner Holdings, LLC	Delaware, USA
Gartner Hong Kong, Limited	Hong Kong
Gartner India Research & Advisory Services Private Ltd.	India
Gartner Investments I, LLC	Delaware, USA
Gartner Investments II, LLC	Delaware, USA
Gartner Ireland Limited	Ireland
Gartner Italia, S.r.L.	Italy
Gartner Israel Advisory Ltd.	Israel
Gartner Japan Ltd.	Japan
Gartner Mexico S. de R. L. de C.V.	Mexico
Gartner Nederland B.V.	The Netherlands
Gartner Norge A.S.	Norway
Gartner Poland SP z.o.o	Poland
Gartner Research & Advisory Korea Co., Ltd.	Korea
Gartner Research & Advisory (Malaysia) Ltd.	Malaysia
Gartner Research Holdings Ltd.	Bermuda

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Gartner RUS LLC	Russia
Gartner Saudi Arabia Ltd.	Saudi Arabia
Gartner South Africa (Pty) Ltd.	South Africa
Gartner Sverige AB	Sweden
Gartner Switzerland GmbH	Switzerland
Gartner Turkey Teknoloji Arastirma ve Danismanlik Hizmetleri Limited Sirketi	Turkey
Gartner U.K. Limited	United Kingdom
1422722 Ontario, Inc.	Canada
Meta Group GmbH	Germany
META Saudi Arabia	Saudi Arabia
Nubera eBusiness, S.L.	Spain
Machina Research USA, Inc.	Delaware, USA
Newco 5CL Limited	United Kingdom
Rapture World Limited	United Kingdom
SCM World US, Inc.	Delaware, USA
SCM World Limited	United Kingdom
Senexx Israel Ltd.	Israel
L2 Think Tank Holdings Ltd	Ireland
L2 Think Tank International Holdings	Ireland
L2 UK Limited	United Kingdom
L2, Inc.	Delaware, USA
Sircleit, Inc.	Delaware, USA
Software Advice, Inc.	California, USA
Sports Leadership Acquisition Co.	Delaware, USA
Talent Assessment Holding Ltd.	United Kingdom
The Research Board, Inc.	Delaware, USA
Valtera Corporation US	Illinois, USA
CEB Australia PTY Limited	Australia
CEB ( Barbados) SRL	Barbados
CEB Global Holdings Limited	United Kingdom
CEB Global Limited	United Kingdom
CEB Holdings Australia PTY Limited	Australia
CEB Holdings UK 1 Limited	United Kingdom
CEB Holdings UK 2 Limited	United Kingdom
CEB Inc.	Delaware, USA
CEB India Private Limited	Gurgaon
CEB International Holdings, Inc	Delaware, USA
CEB Singapore Pte. Limited	Singapore
CFO Forum Australia PTY Ltd	Australia
CXO Acquisition Co	Delaware, USA
Evanta Ventures Inc.	Delaware, USA
HR Director Forum PTY Ltd	Australia

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Board of Directors and Stockholders  
Gartner, Inc.:

We consent to the incorporation by reference in the registration statements (No. 333-104753, No. 333-127349, No. 333-160924, No. 333-176058, No. 333-200585, and No. 333-217347) on Form S-8 of Gartner, Inc. of our reports dated February 22, 2019, with respect to the consolidated balance sheets of Gartner, Inc. and subsidiaries (the Company) as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income, stockholders' equity (deficit), and cash flows for each of the years in the three-year period ended December 31, 2018, and the effectiveness of internal control over financial reporting as of December 31, 2018, which reports appears in the December 31, 2018 annual report on Form 10-K of Gartner, Inc.

/s/ KPMG LLP

New York, New York  
February 22, 2019

**CERTIFICATION**

I, Eugene A. Hall, certify that:

- (1) I have reviewed this Annual Report on Form 10-K of Gartner, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and we have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Eugene A. Hall

Eugene A. Hall

Chief Executive Officer

Date: February 22, 2019

**CERTIFICATION**

I, Craig W. Safian, certify that:

- (1) I have reviewed this Annual Report on Form 10-K of Gartner, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and we have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Craig W. Safian

Craig W. Safian

Chief Financial Officer

Date: February 22, 2019

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Gartner, Inc. (the "Company") on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Eugene A. Hall Chief Executive Officer of the Company, and Craig W. Safian, Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Eugene A. Hall

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Name: Eugene A. Hall  
Title: Chief Executive Officer  
Date: February 22, 2019

/s/ Craig W. Safian

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Name: Craig W. Safian  
Title: Chief Financial Officer  
Date: February 22, 2019

A signed original of this written statement required by Section 906 has been provided to Gartner, Inc. and will be retained by Gartner, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.