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FactSet Research Systems Inc. ("FactSet"), on behalf of itself and its affiliates, agrees to provide, and the user ("User") agrees to use, the FactSet Data described below according to the following terms.

1. License of Databases, Consulting and Software

- a. Subject to the terms of this Agreement, FactSet grants User the limited, nonexclusive, nontransferable rights to use FactSet's financial data ("FactSet Data") via this website.
- b. All proprietary rights, including intellectual property rights, in the FactSet Data will remain property of FactSet.

2. Restrictions of Use; Proprietary Rights

- a. FactSet provides the FactSet Data solely and exclusively for User's internal use and for business purposes only in User's business. User will not use or permit any individual or entity under its control to use the FactSet Data for any unlawful or unauthorized purpose.
- b. Except as otherwise expressly provided in this Agreement, User agrees that it will not copy, transfer, distribute, reproduce, reverse engineer, decrypt, decompile, disassemble, create derivative works from, or make available to others, any part of the FactSet Data. User may use Insubstantial Amounts of the FactSet Data in the normal conduct of its business for use in reports, memoranda and presentations to User's employees, customers, agents and consultants, but FactSet and its respective affiliates reserve all ownership of and redistribution rights to the FactSet Data. "Insubstantial Amounts of the FactSet Data" means an amount of the FactSet Data that (i) has no independent commercial value as a database, (ii) could not be used by User as a substitute for the FactSet Data or any part of it, (iii) is not separately marketed by User, an affiliate of User or a third-party source, and (iv) is not regularly or systematically retrieved in a manner that does not satisfy clauses (i), (ii) and (iii) of this definition. FactSet will have the right to require User to cease its use of the FactSet Data immediately if, in the sole judgment of FactSet, FactSet believes that User's use involves more than an Insubstantial Amount of the FactSet Data.
- c. FactSet represents and User acknowledges that the FactSet Data and its component parts were developed, compiled, prepared, revised, selected and arranged by FactSet or its affiliates through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, money and originality, and that they constitute valuable intellectual property and trade secrets of FactSet. At FactSet's expense and reasonable request, User agrees to cooperate with FactSet to protect the proprietary rights in the FactSet Data during the term of this Agreement. User covenants to: (i) retain all copyright, trademark, service mark and other proprietary notices contained in the FactSet Data on any copy made by User; and (ii) not modify the FactSet Data in a way that would constitute an infringement of any third party intellectual property rights. User agrees to notify FactSet promptly in writing of any unauthorized access or use of which User becomes aware or any claim that the FactSet Data or any component part infringes any copyright, trademark or other contractual or statutory or common law right. Neither party will use any trademarks, website marks, names, logos or other identifiers of the other party without the prior written permission of the relevant party. In addition, neither party may use the other party's trademarks: (i) in, as or as part of, that party's own trademarks or those of any third parties; (ii) in a manner likely to cause confusion; or (iii) in a manner that implies inaccurately that a party sponsors, endorses or is otherwise connected with the other party's own activities, products or services. User will not under any circumstances remove any trademarks, copyrights or other related visual marks and logos from the information provided or from any reproduction or redistribution of such information.

3. Term

- a. FactSet may, in its sole discretion, terminate User's use of the FactSet Data for any reason including: (i) breach by User of this Agreement; or (ii) conduct by User that is harmful to FactSet's business.
- b. User may not use, or assist any third party in using, any portion of the FactSet Data in any way to compete with the FactSet Data. If FactSet believes, in good faith, that the User is competing with FactSet, then FactSet may terminate this Agreement, consider the activity a material breach of this Agreement, and pursue any and all remedies for the breach.

4. Indemnification

User will indemnify and hold harmless FactSet against all claims or demands by and liabilities to third parties, including without limitation reasonable attorney's fees, arising from or in connection with User's breach of any of its representations, warranties or covenants in this Agreement and User's use of the FactSet Data not in accordance with this Agreement.

5. Warranties and Disclaimers

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE FACTSET DATA IS PROVIDED "AS IS" AND ALL REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED (BY COMMON LAW, STATUTE OR OTHERWISE), IN RELATION TO THE FACTSET DATA ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, FACTSET DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY OR SPEED OF DELIVERY OF THE FACTSET DATA. USER AGREES THAT THE FACTSET DATA IS NOT INVESTMENT ADVICE AND ANY OPINIONS OR ASSERTION CONTAINED IN THE FACTSET DATA DO NOT REPRESENT THE OPINIONS OR BELIEFS OF FACTSET OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES. FactSet does not warrant

that the FactSet Data will be uninterrupted, error free or completely secure. FactSet expressly disclaims any liability for any loss or injury caused in whole or part by negligence or any other error made by human or machine concerning the production, compilation or distribution of the FactSet Data. User expressly assumes the entire risk for the results and performance of the FactSet Data.

- b. None of FactSet or its affiliates will have any liability for any lost profits or direct, indirect, special, consequential, punitive or exemplary damages, even if advised in advance of the possibility of these types of damages.

6. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to any subject matter covered by this Agreement. User may translate this Agreement into other languages for the convenience of User, but the controlling language will be English.

7. Governing Law

This Agreement will be governed by, construed and enforced pursuant to the laws of the State of New York without regard to its conflicts of laws principles, and will be subject to the exclusive jurisdiction of that state. Any controversy or claim arising out of or relating to this Agreement will be settled by the state or federal courts located in New York, New York. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY. User may not bring a cause of action under or related to this Agreement more than one (1) year after User knew or should have known of the cause of action, and in no case more than one (1) year after the expiration or termination of this Agreement.

8. Confidential Information

“Confidential Information” means any non-public information obtained under or in connection with User’s receipt of FactSet Data, including the FactSet Data. Except to the extent required by law or legal process or otherwise provided herein, User will not disclose any Confidential Information to any third party.