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FactSet® Displaced User Program

Welcome to FactSet Displaced User Program (the "Service"). By clicking below and submitting this form, you are accepting these terms of use for the Service, and these terms of use constitute a legally binding contract between you and FactSet Research Systems Inc. (the "Agreement").

1. License Grant

a. Subject to the terms and conditions of this Agreement, FactSet Research Systems Inc. and its affiliates ("FactSet") grants you a limited, nonexclusive, nontransferable license to use the Service. The Service will be provided on an unpaid trial basis ("Trial") for a period of ninety (90) days, unless FactSet in its sole and absolute discretion decides to extend it (the "Trial Term"). Notwithstanding the foregoing, you acknowledge that FactSet will review the information provided by you prior to granting you access to the Service, and if FactSet determines, for any reason in its sole and absolute discretion, that you are not eligible for a Trial, no access and no license will be granted hereunder.

b. All proprietary rights, including intellectual property rights, in the Service will remain property of FactSet and its Suppliers.

c. You agree and acknowledge that FactSet may use anonymized, aggregated usage metrics to improve the Service.

2. Restrictions of Use

a. FactSet provides the Service solely and exclusively as an individual license for your individual use to support your individual workflows during the term of this Agreement and in accordance with all terms contained herein. For the avoidance of doubt, sharing your login credentials with any other individuals is strictly prohibited. You will not use for any unlawful or unauthorized purpose or to compete with FactSet.

b. Except as otherwise expressly provided in this Agreement, you agree that you will not download, copy, transfer, distribute, reproduce, reverse engineer, decrypt, decompile, disassemble, create derivative works from or make any part of the Service available to others. You may download and redistribute, on an ad hoc basis, an Insubstantial Amount of Data which supports your analysis performed with the Service as an input, in the normal conduct of your business, such as in reports, charts, pitch books, and similar presentations. An Insubstantial Amount of Data is an amount of data from the Service that has no independent commercial value, could not be used as a substitute for any part of the Service, and is not separately marketed by you, FactSet, or a third party. For the avoidance of doubt, no other redistribution of data from the Service, including systematic forwarding of data, is permitted.

3. Term

a. The term of this Agreement shall begin upon commencement of the Trial Term and terminate at the end of the Trial Term. You may cancel the Service at any time by providing notice to displaced.user.program@factset.com. Any cancellation that you submit during the Trial Term will take effect immediately. FactSet may immediately terminate this Agreement and cancel the Service in its sole discretion immediately at any time.

b. FactSet may in its sole discretion update or change the Service from time to time.

5. Indemnification

You 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 your use of the Service.

6. Warranties and Disclaimers

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE 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 SERVICE ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, FACTSET DISCLAIMS IMPLIED

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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 SERVICE. YOU AGREE THAT THE SERVICE IS NOT INVESTMENT ADVICE AND ANY OPINIONS OR ASSERTION CONTAINED IN THE SERVICE DO NOT REPRESENT THE OPINIONS OR BELIEFS OF FACTSET OR ITS EMPLOYEES. FACTSET DOES NOT WARRANT THAT THE SERVICE WILL BE ACCURATE, UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE. FACTSET ASSUMES NO LIABILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION THAT YOU TAKE BASED ON THE SERVICE.

b. FactSet will have no 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.

7. Entire Agreement

a. This Agreement constitutes the entire agreement between you and FactSet and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the Service.
b. FactSet may amend this Agreement at any time upon notice to the email address provided by you.
c. Terms in this Agreement that by their nature are intended to survive termination of this Agreement shall survive.
d. Failure by FactSet to enforce any of its rights or remedies under this Agreement shall not be deemed to constitute a waiver with respect to any such rights or remedies.

8. Governing Law

This Agreement will be governed by, construed and enforced pursuant to the laws of the State of New York and will be subject to the exclusive jurisdiction of that state without regard to conflicts of laws principles. 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. YOU AND FACTSET HEREBY WAIVE YOUR RESPECTIVE RIGHT TO A TRIAL BY JURY.

9. Confidential Information

Confidential Information means any non-public information received by a party in connection with this Agreement. Confidential Information will not include information that becomes publicly available without any action or omission by the recipient, is otherwise available without anyone's violation of any confidentiality obligation, or is independently developed by the recipient without reliance on the Confidential Information. You and FactSet agree to not disclose each other's Confidential Information to any third party without the prior written consent of the other party unless required to do so by law, or legal or regulatory process and except to those agents with a need to know and subject to confidentiality obligations at least as protective as these. You and FactSet each agree to give the other party a reasonable chance to protect its Confidential Information in the event of a legally compelled disclosure, to the extent that it is practically and legally possible to do so. The terms and conditions, but not the existence, of this License will constitute Confidential Information.

10. Privacy

FactSet's privacy terms located at https://www.factset.com/privacy shall govern your use of FactSet's website and any transmittal of information from you to FactSet.

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