

FactSet<sup>®</sup> Terms of Use for Microsoft Teams Integration

Welcome to the FactSet app within Microsoft Teams (the “App”). Your use of the App constitutes your acceptance of these terms of use.

**1. License of Databases, Consulting and Software**

- a. Subject to the terms and conditions of this agreement (the “Agreement”), FactSet Research Systems Inc., on behalf of itself and its affiliates (“FactSet”) grants to you (a “User”) the limited, nonexclusive, nontransferable rights to use the financial data available within the App (the “Data”) solely via the App, as further described below.
- b. All proprietary rights, including intellectual property rights, in the Data will remain property of FactSet or its third-party data/software suppliers (“Suppliers”), as applicable.

**2. Restrictions of Use; Proprietary Rights**

- a. FactSet provides the Data solely and exclusively for User’s individual 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 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 any part of the Data available to others. User may share Insubstantial Amounts of the Data, on an ad hoc basis, in the ordinary course of User’s business, with other users of Microsoft Teams solely via the instant messaging functionality within the App, but FactSet and its Suppliers reserve all ownership rights and rights to redistribute the Data. “Insubstantial Amounts of the Data” means an amount of the Data that (i) has no independent commercial value as a database, (ii) could not be used by User as a substitute for the 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 Data immediately if, in the sole reasonable judgment of FactSet, FactSet believes that User’s sharing of the Data involves more than an Insubstantial Amount of the Data.
- c. If User accesses any Data proprietary to ICE Data Pricing and Reference Data, LLC (the “ICE Data”), the following additional terms apply with respect to the ICE Data. The ICE Data may not be used for investment accounting activities or municipal bond valuations or indexes. User must not use any part of the ICE Data, such as index values, to create a financial instrument, or to list on User’s exchange facilities, a financial instrument based on that index. User may also not use any municipal bond index to create or derive prices of bonds.
- d. FactSet represents and User acknowledges that the Data and its component parts were developed, compiled, prepared, revised, selected and arranged by FactSet or its Suppliers 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 and its Suppliers. At FactSet’s expense and reasonable request, User agrees to cooperate with FactSet to protect the proprietary rights in the Data during the term of this Agreement. User covenants to (i) retain all copyright, trademark, service mark and other proprietary notices contained in the Data on any copy of any portion of the Data made by User; and (ii) not modify the 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 Data or any component part thereof infringes on any copyright, trademark or other contractual or statutory or common law right.

User may not use any trademarks, website marks, names, logos, or other identifiers of FactSet without FactSet's prior written permission.

### 3. Term

- a. FactSet may, in its sole discretion, terminate User's use of the 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 Data in any way to compete with FactSet. 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 Data not in accordance with this Agreement.

### 5. Warranties and Disclaimers

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE 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 DATA ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, FACTSET AND ITS SUPPLIERS DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND MAKE NO WARRANTY OF ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY OR SPEED OF DELIVERY OF THE DATA. USER AGREES THAT THE DATA IS NOT INVESTMENT ADVICE AND ANY OPINIONS OR ASSERTION CONTAINED IN THE DATA DO NOT REPRESENT THE OPINIONS OR BELIEFS OF FACTSET OR ITS SUPPLIERS OR ANY OF THEIR RESPECTIVE EMPLOYEES. FactSet and its Suppliers do not warrant that the Data will be uninterrupted, error free, or completely secure. FactSet and its Suppliers expressly disclaim any liability for any loss or injury caused in whole or in part by negligence or any other error made by human or machine concerning the production, compilation or distribution of the Data. User expressly assumes the entire risk for the results and performance of the Data.
- b. Neither FactSet nor any of its Suppliers 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.
- c. Notwithstanding anything to the contrary, FactSet's cumulative liability for any claim arising out of or related to the App shall not exceed five dollars (\$5.00).

### 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 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. 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 year after the date on which such cause of action first arose, and in no case more than one year after the termination of this Agreement. User acknowledges that its use of the Data not in accordance with the terms of this Agreement may result in irreparable injury to FactSet. Accordingly, User agrees that in addition to its other remedies, FactSet shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement, without the need for FactSet to post a bond or other security in connection with the granting of such injunctive relief.