

FactSet® StreetAccount Terms of Use

Welcome to StreetAccount Web (the “Service”). By clicking below and submitting this form, you are accepting these terms of use of the Service on behalf of your organization for your use of the Service, and these terms of use constitute a legally binding contract between your organization and FactSet Research Systems Inc. (the “Agreement”). By clicking below and submitting this form, you also represent that (i) you are authorized to enter into this Agreement on behalf of your organization, and (ii) you are authorized to provide the credit card information submitted via this form to be charged as described in this Agreement. If we determine that your organization has an existing license to the Service, you may be deemed ineligible to license the Service via this form, and in such case, you grant us permission to contact your organization to discuss issuing log-in to the Service via your organization’s existing license.

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”) from the date on which FactSet grants you access to the Service, and continuing until either: (i) the end of the then-current calendar month if you were granted access to the Service prior to the 15th day of the month, or (ii) the end of the next calendar month if you were granted access to the Service on or after the 15th day of the month (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.
- 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, the use of common log-ins, kiosks, shared passwords, general library passwords and the like is expressly prohibited hereunder. You will not use or permit any individual or entity to use the Service 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. Fees

- a. The fees for the Service (“Fees”) shall be as quoted to you at the time of your acceptance of this Agreement. If you do not cancel the Service prior to the conclusion of the Trial Term, the Fees will be automatically charged to the credit or debit card provided by you monthly in advance commencing on the first day of the calendar month immediately following the conclusion of the Trial Term and continuing until such time as you cancel the Service in accordance with this Agreement.
- b. FactSet may increase the Fees at any time upon one full calendar month’s notice, which will be sent to the email address provided by you. You acknowledge and agree that your failure to cancel the Service in accordance with this Agreement within one full calendar month of receiving notice of a fee increase constitutes your agreement to such increase.

- c. You hereby consent to recurring monthly Fees and thereby authorize FactSet to initiate recurring electronic payments from the card specified by you. Recurring payments are generally scheduled for the first of the month, but if the first of the month falls on a weekend or holiday, you acknowledge that payment may be executed on the next business day. You must plan for recurring payments to ensure that you have sufficient funds for each transaction. All payments will be automatically drawn from the credit or debit card specified by you. This authorization for recurring payments will remain in effect until the Service is cancelled by either you or FactSet in accordance with this Agreement.
- d. Licensee acknowledges and agrees that the online payment service will be provided by FactSet's third party vendor, BlueSnap, Inc. and its affiliated and related entities (collectively "BlueSnap" and such online payment services provided by BlueSnap, the "BlueSnap Service"). The BlueSnap Service shall be subject to the terms set forth in Exhibit 1 hereto, which are incorporated into this Agreement by reference ("BlueSnap Service Terms").

4. Term

- a. The term of this Agreement shall begin upon commencement of the Trial Term and continue until either you or FactSet cancel the Services or otherwise terminate the Agreement in accordance with the provisions contained herein. You may cancel the Service at any time by providing notice to streetaccount.sales@factset.com or such other means as FactSet may notify you of from time to time. Any cancellation that you submit during the Trial Term will take effect immediately, and you will not be charged. Any cancellation after the conclusion of the Trial Term will take effect at the end of the then-current calendar month, and you will not be charged for any subsequent months. FactSet may immediately terminate this Agreement and cancel the Service without credit or refund if: (i) your credit or debit card cannot be charged for any of the Fees payable hereunder, or (ii) in FactSet's sole reasonable judgment, your use of any portion of the Service is in breach of this Agreement. FactSet may cancel the Service at any time without cause upon notice to the email address provided by you, effective at the end of the then-current calendar month.
- 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 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 one full calendar month's notice, which will be sent to the email address provided by you. You acknowledge and agree that your failure to cancel the Service in accordance with this Agreement within one full calendar month of receiving notice of an amendment constitutes your agreement to such an amendment.

- 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. 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.

Exhibit 1

BlueSnap Service Terms

1. Key Terms:

- a) Payment(s) through the BlueSnap Service may only be made with a credit card or debit card. It is your responsibility to specify your preferred payment method. The BlueSnap Service is intended to facilitate the continued offering of options to you to make payments via various online payment methods.
- b) Before using this BlueSnap Service, you shall make all necessary inquiries about charges or fees payable to your credit/debit card service provider.
- c) The card information supplied by you is being provided to, and processed by, BlueSnap and will not be supplied or processed by FactSet. It is your sole responsibility to ensure that the information provided by you is up to date and correct. It is recommended that you make and retain a copy of the transaction for record keeping purposes.
- d) You agree, understand and confirm that information provided via the BlueSnap Service, which may include, without limitation, details relating to debit/credit cards, transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and neither FactSet nor BlueSnap have any control over such matters. Neither FactSet nor BlueSnap accepts or assumes any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by you.
- e) The BlueSnap Service is provided by BlueSnap through a secure website. However, neither BlueSnap nor FactSet gives any assurance, that the information so provided online by you, is secure. Information provided by you may be read or intercepted by a third party. Neither FactSet nor BlueSnap accepts or assumes any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by you.

2. Debit/Credit Card Details:

You warrant, agree and confirm in connection with your transactions that:

- You are fully and lawfully entitled to use the credit/debit card for payment purposes;
- You are responsible for ensuring payment details are accurate and complete;
- You authorize processing and payment of applicable fees;
- You agree to be bound by any rules of your financial institution required for pre-authorized electronic funds transfer transactions and fees associated with pre-authorized transfers;
- If you permit any individuals to use your payment profile, you have authorized that individual to access and use the BlueSnap Service and you are responsible for any transactions that any such individuals initiate or authorize;
- You are responsible for ensuring that sufficient funds are available on the nominated card to facilitate payment of fees due to FactSet plus all applicable processing fees due to all third parties (if any).

3. No warranty:

No warranty, representation or guarantee, express or implied, is given by FactSet in respect of the operation of the BlueSnap Service.

4. Disclaimer and Limitation of Liability:

FactSet is not liable or responsible for any damage, loss of any kind, cost (including legal costs), expenses, direct or indirect losses or consequential damage of any kind which may be suffered or incurred by you from use of the BlueSnap Service. You are solely responsible for hardware and software you use to access the BlueSnap Service. FactSet is not responsible for any malfunctions of your hardware or software or for any computer virus that affects your systems while using the BlueSnap Service. Neither FactSet nor BlueSnap shall be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall FactSet or BlueSnap, or their respective employees, directors, and third party agents involved in processing, delivering or managing the BlueSnap Service, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the BlueSnap Service or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the BlueSnap Service. You agree that FactSet is not liable for any loss or damages arising from your use of, or reliance upon the information contained in, the BlueSnap Service, or any failure to comply with these BlueSnap Service Terms.