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 - b. All proprietary rights, including intellectual property rights, in the FactSet Data will remain property of FactSet.
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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 MAKE 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 in 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 respective 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 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 User knew or should have known of the cause of action, and in no case more than one year after the termination of this Agreement.

8. Confidential Information

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