



### **Third Party Data Provider Terms – Poison Pills**

The provider, FactSet UK Limited (“**FactSet**”) of the poison pills data (“**Data**”) that forms part of the Poison Pills Service, requires that FundApps pass on the additional terms as set out here prior to providing the Poison Pills Service to the Client. The Client agrees to the following additional terms for the Poison Pills Service only:

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

- a. Subject to these terms, FactSet grants the Client the limited, nonexclusive, nontransferable rights to use the Data via the Poison Pills Service.
- b. All proprietary rights, including intellectual property rights, in the Data will remain property of FactSet.

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

- a. FactSet provides the Data solely and exclusively for the Client’s internal use and for business purposes only in the Client’s business. The Client will not use or permit any individual or entity under its control to use the Data for any unlawful or unauthorised purpose.
- b. Except as otherwise expressly provided in these terms, the Client 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 Data. The Client may use Insubstantial Amounts of the Data in the normal conduct of its business for use in reports, memoranda and presentations to the Client’s employees, customers, agents and consultants, but FactSet and its respective affiliates reserve all ownership of and redistribution rights to 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 the Client as a substitute for the Data or any part of it, (iii) is not separately marketed by the Client, an affiliate of the Client 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 the Client to cease its use of the Data immediately if, in the sole judgment of FactSet, FactSet believes that the Client’s use involves more than an Insubstantial Amount of the Data.
- c. FactSet represents and the Client acknowledges that the 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, the Client agrees to cooperate with FactSet to protect the proprietary rights in the Data during the term of the Agreement. The Client covenants to: (i) retain all copyright, trademark, service mark and other proprietary notices contained in the Data on any copy made by the Client; and (ii) not modify the Data in a way that would constitute an infringement of any third-party intellectual property rights. The Client agrees to notify FactSet promptly in writing of any unauthorised access or use of which the Client becomes aware or any claim that the 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. The Client 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 the Client's use of the Data for any reason including: (i) breach by the Client of these terms; or (ii) conduct by the Client that is harmful to FactSet's business.
- b. The Client may not use, or assist any third party in using, any portion of the Data in any way to compete with the Data. If FactSet believes, in good faith, that the Client is competing with FactSet, then FactSet may terminate these terms, consider the activity a material breach, and pursue any and all remedies for the breach.

### **4. Indemnification**

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

### **5. Warranties and Disclaimers**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, 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, FUNDAPPS AND 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 DATA. THE CLIENT 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 AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES. FactSet does not warrant that the Data will be uninterrupted, error free or completely secure. The Client expressly assumes the entire risk for the results and performance of the Data. However, nothing in these terms, shall limit FactSet's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) or any other liability which cannot be limited or excluded by applicable law.
- b. None of FactSet or its affiliates will have any liability for any lost profits or direct, indirect, special or consequential, damages, even if advised in advance of the possibility of these types of damages.

### **6. CUSIP and ISIN**

- a. The Client agrees that for the duration of the Agreement and any perpetual licence granted hereunder, it shall have an appropriate licence as necessary to obtain the applicable ISIN data.
- b. The Client agrees that for the duration of the Agreement and any perpetual licence granted hereunder, it shall have an appropriate licence as necessary with the CGS and



ABA (each, as defined below) to obtain the applicable CUSIP data. The Client agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, FactSet's CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to the Client in such materials or in any of the information contained therein. Any use by the Client outside of the clearing and settlement of transactions requires a licence from the CGS, along with an associated fee based on usage. The Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, the Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

- c. The Client agrees that it shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. The Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM services and/or any other future services developed by the CGS.
- d. NEITHER FUNDAPPS, CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO THE CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER FUNDAPPS, CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY THE CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, FUNDAPPS, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.
- e. The Client agrees that the foregoing terms shall survive any termination of its right of access to the Data identified above.
- f. In the event the Client has a CGS License Agreement that permits broader rights than those granted above, then the terms of the Client's CGS License Agreement shall govern such the Client's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.
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