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- 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.

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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.