

TO

FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934.

For the quarterly period ended: May 31, 1996

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934.

For the transition period from _____ to _____

Commission file number 1-11869

FACTSET RESEARCH SYSTEMS INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

13-3362547
(I.R.S. Employer
Identification Number)

ONE GREENWICH PLAZA
GREENWICH, CT 06830
(203) 863-1500
(Address, including zip code, and telephone number, including
area code, of registrant's principal executive offices)

Indicate by check mark whether the registrant (1) has
filed all reports required to be filed by Section 13 or 15(d) of
the Securities Exchange Act of 1934 during the preceding 12
months (or for such shorter period that the registrant was
required to file such reports), and (2) has been subject to such
filing requirements for the past 60 days. Yes X - No

Indicate the number of shares outstanding of each of
the issuer's classes of common stock, as of the latest
practicable date.

Title of each class -----	Outstanding at May 31, 1996 -----
Common Stock, par value \$.01	9,526,300

FACTSET RESEARCH SYSTEMS INC.

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ITEM 1

FactSet Research Systems Inc.
Consolidated Statement of Financial Condition
(in thousands)

	(Unaudited) May 31, 1996 -----	August 31, 1995 -----
ASSETS		
Cash and cash equivalents	\$11,906	\$11,588
Investments	1,364	1,137
Receivable from clients and clearing brokers	5,023	4,102
Receivable from officers and employees	4,302	4,182
Prepaid expenses	210	132
Prepaid taxes	251	0
Deferred taxes	1,864	1,600
	-----	-----
Total current assets	24,920	22,741
Furniture, equipment, and leasehold improvements, net	6,751	4,946
Deferred taxes	353	379
Other assets	873	597
	-----	-----
Total assets	\$32,897	\$28,663
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable and accrued expenses	\$ 1,080	\$ 1,629
Accrued compensation payable	790	980
Accrued ESOP contribution	435	480
Deferred fees and commissions	3,611	2,851
Current taxes payable	0	768
Deferred rent	118	118
	-----	-----
Total current liabilities	6,034	6,826
Deferred Rent	367	464
	-----	-----
Total liabilities	6,401	7,290
	-----	-----
Stockholders' Equity:		
Common stock	96	95
Capital in excess of par value	1,537	1,235
Retained earnings	24,885	20,188
Treasury stock	(164)	(162)
Unrealized gain on investments, net of taxes	142	17
	-----	-----
Total stockholders' equity	26,496	21,373
	-----	-----
Total liabilities and stockholders' equity	\$32,897	\$28,663
	=====	=====

The accompanying notes are an integral part of these condensed consolidated financial statements.

FactSet Research Systems Inc.
Consolidated Statement of Income
(unaudited)
(in thousands, except per share data)

	Three Months Ended May 31,		Nine Months Ended May 31,	
	1996	1995	1996	1995
	-----	-----	-----	-----
Commission	6,022	5,317	17,262	16,016
Fee income	5,414	3,752	14,872	10,651
	-----	-----	-----	-----
Total revenues	11,436	9,069	32,134	26,667
Employee compensation costs	3,407	2,787	9,869	8,164
Clearing costs	1,131	1,101	3,242	3,199
Data costs	872	784	2,477	2,295
Communication costs	677	534	2,106	1,761
Computer equipment	793	564	2,083	1,649
Promotion	668	475	1,668	1,299
Occupancy	609	539	1,729	1,516
Other expenses	470	337	1,294	823
	-----	-----	-----	-----
Total costs and expenses	8,627	7,121	24,468	20,706
	-----	-----	-----	-----
Income from operations	2,809	1,948	7,666	5,961
Other income	145	175	576	416
	-----	-----	-----	-----
Income before provision for income taxes	2,954	2,123	8,242	6,377
Provision for income taxes	1,279	913	3,545	2,723
	-----	-----	-----	-----
Net income	1,675	1,210	4,697	3,654
	=====	=====	=====	=====
Net income per share	0.16	0.11	0.44	0.36
	=====	=====	=====	=====
Weighted average number of common shares outstanding	10,750	10,679	10,761	10,125
	=====	=====	=====	=====

FactSet Research Systems Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)
(in thousands)

	Nine Months Ended May 31,	
	1996	1995
	-----	-----
Cash flows from operating activities:		
Net Income	4,697	3,654
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	2,181	1,823
(Gain) loss on disposal of equipment	(104)	42
Changes in assets and liabilities:		
Receivable from clients and clearing brokers	(921)	(288)
Receivable from officers and employees	(119)	(526)
Prepaid expenses	(78)	(88)
Prepaid taxes	(251)	131
Other assets	(513)	(311)
Accounts payable and accrued expenses	(314)	113
Accrued compensation payable	(190)	175
Deferred fees and commissions	761	(657)
Taxes payable	(768)	231
Deferred rent	(98)	17
	-----	-----
Net cash provided by operating activities	4,283	4,316
	-----	-----
Cash flows from investing activities:		
Net (Increase) Decrease In Investments	(96)	814
Purchase of furniture, equipment, and leasehold improvements	(4,123)	(1,382)
Proceeds from disposal of equipment	240	170
	-----	-----
Net cash used in investing activities	(3,979)	(398)
	-----	-----
Cash flows from financing activities:		
Repurchase of common stock from employees	(2)	(12)
Proceeds from exercise of stock options	16	0
	-----	-----
Net cash provided by (used) in financing activities	14	(12)
	-----	-----
Increase in cash and case equivalents	318	3,906
	-----	-----
Cash and cash equivalents, beginning of period	11,588	5,265
	-----	-----
Cash and cash equivalents, end of period	11,906	9,171
	=====	=====

The accompanying notes are an integral part of these condensed consolidated financial statements.

FactSet Research Systems Inc.
Notes To The Consolidated Financial Statements
May 31, 1996

1. Summary of Accounting Principles

The accompanying consolidated financial statements include the accounts of FactSet Research Systems Inc. ("the Company") and its subsidiaries. All significant intercompany activity and balances have been eliminated from the consolidated financial statements.

The consolidated financial statements of the Company presented herein have been prepared pursuant to the rules of the Securities and Exchange Commission for quarterly reports on Form 10-Q and do not include all of the information and note disclosures required by generally accepted accounting principles. These financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto for the year ended August 31, 1995 and the six months ended February 29, 1996 included in the Company's prospectus dated June 27, 1996. In the opinion of management, the accompanying unaudited consolidated financial statements include all adjustments, consisting of only normal recurring adjustments, necessary to present fairly the consolidated financial position, results of operations and cash flows of the Company and its subsidiaries. Quarterly operating results are not necessarily indicative of the results which would be expected for the full year.

2. Initial Public Offering

On June 28, 1996, the Company completed an initial public offering of 3,593,750 shares of its common stock, which included 468,750 shares granted to the underwriters upon exercise of their over-allotment option. The shares were sold by certain stockholders of the Company for gross proceeds of \$61,093,750. The Company did not receive any of the proceeds from the offering. The Company has agreed to pay certain expenses of the Offering in an amount estimated at \$290,000 of which \$193,000 has been recorded against Stockholders' Equity.

ITEM 2

Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

The Company's revenue is derived from subscription charges. Solely at the option of each client, these charges may be paid either in the form of commissions on securities transactions (in which case subscription revenue is recorded as Commissions) or on a cash basis (in which case subscription revenue is recorded as Fees).

Subscription revenue paid in commissions is based on securities transactions introduced and cleared on a fully disclosed basis through two clearing brokers, Bear, Stearns & Co. and Broadcort Capital Corp. (an affiliate of Merrill Lynch & Co.). Clearance is performed by these two brokers pursuant to annually renewable contracts at volume discounted rates.

Over the last several years, there has been a trend by both existing and new clients toward payment of subscription charges on a cash rather than commission basis. As a percentage of total revenue, commissions represented 66.8%, 61.1%, 59.6% and 53.7%, respectively, for the three fiscal years ended August 31, 1993, 1994 and 1995, and the nine month period ended May 31, 1996.

Subscription charges are quoted to clients on an annual basis, but are earned as services are provided on a month to month basis. Subscription revenue recorded as Commissions and subscription revenue recorded as Fees are each recorded as earned each month, based on one-twelfth of the annual subscription charge quoted to each client. Amounts that have been earned but not yet paid through the receipt of commissions on securities transactions or through cash payments are reflected on the consolidated statement of financial condition as receivable from clients. Amounts that have been received through commissions on securities transactions or through cash payments that are in excess of a client's earned subscription revenue are reflected on the consolidated statement of financial condition as deferred fees and commissions.

Operating expenses included employee compensation and benefits, clearing fees, data costs, communication costs, computer equipment expenses, occupancy expenses, promotional costs and other expenses.

Employee compensation and benefits expenses include, in addition to employee salaries and bonuses, payroll taxes, the Company's ESOP contributions, health insurance costs and costs associated with the Company's key-man life insurance policies.

Clearing fees are directly related to commission revenue. Clearing fees for executed transactions are recorded on trade date basis as securities transactions occur, with clearing fees related to commissions receivable recorded simultaneously with the related receivable.

Data costs consist of fees and royalties paid by the Company to database suppliers. Under agreements with certain database suppliers, the Company collects database fees from clients and pays those fees to the database supplier on the clients' behalf. In many cases, however, clients pay database suppliers directly for access to databases. Such payments are not reflected on the Company's financial statements.

Communication costs are charges paid by the Company for clients' communication with the FactSet system, including long distance telephone charges, charges associated with the Company's WAN and Internet access charges.

Computer equipment expenses consist of non-capitalized equipment acquisition costs and depreciation expense relating to the Company's mainframe computers and other related equipment,

including communications equipment. The cost of communications equipment provided to clients for use at client sites is classified as an expense.

Occupancy expense includes costs related to the Company's leased facilities in Greenwich, Connecticut, New York, New York, San Mateo, California, London, England and Tokyo, Japan, as well as amortization expense relating to leasehold improvements at those facilities.

Promotional expenses consist primarily of the cost of travel for the Company's marketing personnel and consultants, costs associated with the printing of operations manuals and promotional literature and expenses relating to Company participation at industry trade shows and conventions.

Other expenses include professional expenses, office expenses and other miscellaneous expenses.

Other income consists primarily of interest income.

Management's Discussion and Analysis of Financial
Condition and Results of Operations
(continued)

Results of Operations

Subscription revenue. Subscription revenue for the third quarter and nine months ending May 31, 1996 were \$11.4 million and \$32.1 million, respectively. These represent 26.1% and 20.5% increases over the same periods in fiscal 1995. FactSet's revenue growth resulted from an increase in the number of new clients as well as increased penetration among existing clients. The number of clients increased 13.4% from 374 at May 31, 1995 to 424 at May 31, 1996. New clients consist of new international clients, United States investment managers and United States investment banks. Revenue growth from existing clients was attributable to an increase in the number of authorized workstations and the addition of new applications, databases and service offerings.

Employee compensation and benefits. Employee compensation and benefits for the third quarter 1996 were \$3.4 million (29.8% of revenues) and \$2.8 million (30.7% of revenues) in the third quarter ending May 31, 1995. On a year-to-date basis for 1996, employee compensation and benefits were \$9.9 million (30.7% of revenues) compared to \$8.2 million (30.6% of revenues) in 1995. This increase was primarily due to the addition of new employees to support FactSet's continued growth and expansion in existing as well as new industry segments and regions, such as Europe and the Pacific Rim, which are in the early stages of business development. To a lesser extent, the increases were due to increases in compensation and benefit costs for existing personnel.

Clearing fees. Clearing fees for the third quarter 1996 and 1995 remained relatively constant at \$1.1 million. On a year-to-date basis, clearing fees also remained constant at \$3.2 million for fiscal 1996 and 1995. Clearing fees, as a percentage of revenue, decreased from 12.1% in the third quarter 1995 period to 9.9% in the third quarter 1996 period. This decrease reflects a decrease in clearing fees per transaction as well as a shift in payment form by clients from a commission basis to a fee basis.

Data costs. Data costs for the third quarter 1996 increased to \$0.9 million from \$0.8 millions in the same period last year. On a year-to-date basis, data costs were \$2.5 million in 1996 and \$2.3 million in 1995. As a percentage of revenue, data costs decreased from 8.6% in the third quarter 1995 period to 7.7% in the third quarter 1996 period. This decrease reflects improved terms from certain database providers and economies of scale achieved from a larger client base, partially offset by the higher data costs associated with additional databases.

Communication costs. Communication costs for the third quarter 1996 increased to \$0.7 million from \$0.5 million in the same period last year. On a year-to-date basis, communications costs were \$2.1 million in 1996 and \$1.8 million in 1995. This increase is primarily due to increased usage by new and existing clients, partially offset by the implementation of the WAN at an increasing number of clients. Communication costs, as a percentage of revenue, remained constant at 5.9% in the third quarter 1995 period and in the 1996 period.

Computer equipment. Computer equipment costs for the third quarter 1996 increased to \$0.8 million from \$0.6 million in the same period last year. Year-to-date, computer equipment costs have increased to \$2.1 million in 1996 compared with \$1.6 million in 1995. As a percentage of revenue, computer equipment costs for the third quarter increased from 6.2% in the 1995 period to 6.9% in the 1996 period. The increase was primarily due to the higher depreciation expense associated with increased capital expenditures as well as a greater proportion of computer assets with shorter depreciable lives.

Occupancy. Occupancy costs for the third quarter 1996 increased to \$0.6 million from \$0.5 in the 1995 period. On a year-to-date basis, occupancy expense was \$1.7 million in 1996

and \$1.5 million in 1995. As a percentage of revenue, occupancy costs decreased from 5.9% in the third quarter 1995 to 5.3% in the 1996 period. This decrease reflects improved operating leverage from FactSet's revenue growth, partially offset by the costs associated with the expansion of its Greenwich, Connecticut facilities to accommodate the growth in its business and personnel.

Promotional costs. Promotional costs for the third quarter 1996 increased to \$0.7 million from \$0.5 million in the same period in 1995. Year-to-date, promotional costs have increased to \$1.7 million in 1996 from \$1.3 million in 1995. In the third quarter promotional costs, as a percentage of revenue, increased to 5.8% in the 1996 period from 5.2% in the 1995 period. This increase was due to increased travel expenses associated with marketing to new industry segments and geographic regions as well as increased promotional expenses.

Other expenses. Other expenses for the third quarter 1996 increased to \$0.5 million from \$0.3 million in the 1995 period. On a year-to-date basis, other expenses have increased to \$1.3 million in 1996 from \$0.8 million in 1995. As a percentage of revenue, other expenses increased to 4.1% in the third quarter 1996 from 3.7% in the 1995 period. The increase was primarily due to increases in expenses for professional services as well as increases in office expense. To a lesser extent the increase was due to higher miscellaneous taxes and other miscellaneous expenses.

Operating income. Operating income for the third quarter increased to \$2.8 million from \$1.9 million in the 1995 period. On a year-to-date basis, operating income increased to \$7.7 million in 1996 from \$6.0 million in 1995. As a percentage of revenue, operating income increased to 24.6% in the third quarter 1996 from 21.5% in the 1995 period.

Other income. Other income decreased to \$0.1 million in the third quarter 1996 from \$0.2 million in 1995. The decrease in other income was due to a timing difference in the accrual of certain interest income. Year-to-date, other income has increased to \$0.6 million in 1996 from \$0.4 in 1995.

Income taxes. Income taxes for the third quarter 1996 increased to \$1.3 million from \$0.9 million in the same period last year. Year-to-date, income taxes increased to \$3.5 million in 1996 from \$2.7 million in 1995. This increase is due to higher income before taxes.

Net income. Net income for the third quarter and nine months ending May 31, 1996 was \$1.7 million and \$4.7 million respectively. These represent 38.4% and 28.5% increases over the same periods in fiscal 1995. As a percentage of revenue, net income increased to 14.6% in the third quarter 1996 from 13.3% in the 1995 period.

Liquidity and Capital Resources

The Company's cash, cash equivalents and investments balance was \$13.3 million at May 31, 1996, as compared to \$12.7 million at August 31, 1995, an increase of \$600,000. Net cash provided by operating activities remained constant at roughly \$4.3 million for the nine months ended May 31, 1996 and May 31, 1995, due primarily to an increase in accounts receivable associated with revenue growth as well as the timing of tax payments. Net cash used for investing activities for the nine months ended May 31, 1996 was \$4.0 million, due primarily to the increased purchases of equipment and leasehold improvements.

The Company believes that its current cash balances and funds anticipated to be generated from operations, will be sufficient to satisfy working capital and capital expenditure requirements for the next twelve months.

Part II - Other Information

Item 1 - Legal Proceedings: None

Item 2 - Changes in Securities: None

Item 3 - Submission of Matters to a vote of Security Holders: None

Item 4 - Other Information: None

Item 5 - Exhibits and Reports on Form 8-K:

10.1 Registration Rights Agreements among the Company,
Howard E. Wille and Charles J. Snyder

10.2 Employment Agreement between the Company and Howard E. Wille

10.3 Employment Agreement between the Company and Charles J. Snyder

FACTSET RESEARCH SYSTEMS INC.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FactSet Research Systems Inc.
(Registrant)

Date: July 29, 1996

/s/ Ernest S. Wong

Ernest S. Wong
Senior Vice President
Chief Financial Officer

REGISTRATION RIGHTS AGREEMENT dated as of June 27, 1996, between each of HOWARD E. WILLE and CHARLES J. SNYDER, (herein referred to collectively as the "Stockholders" and individually as a "Stockholder"), and FACTSET RESEARCH SYSTEMS INC. (the "Company").

The Stockholders are the beneficial owners of certain shares of Common Stock, par value \$.01 per share, of the Company (the "Common Stock"). In connection with the execution and delivery of this Agreement, the Stockholders are selling in an underwritten public offering a number of shares of Common Stock (the "Initial Public Offering"). At any time and from time to time hereafter, the Stockholders may acquire other classes of securities or additional shares of Common Stock (all such securities of the Company, including the Common Stock, being included in the term the "Securities", which term has the meaning assigned thereto in Section 8(c) hereof).

In consideration of the foregoing and in order to specify certain provisions relating to the sale by means of domestic or foreign public offerings of Securities owned by the Stockholders, the parties agree as follows:

1. Registration and Listing Rights.

(a) Registration. If a Stockholder shall, at any time and

from time to time, request the Company in writing to register under the Securities Act of 1933 (the "Act") any Securities held by it (whether for purposes of a public offering, an exchange offer or otherwise), the Company shall use all reasonable efforts to cause the prompt registration of all Securities specified in such request, and in connection therewith shall prepare and file on such appropriate form as the Company, in its reasonable discretion, shall determine, a registration statement under the Act to effect such registration and shall take such actions as shall be necessary or appropriate, in the Company's reasonable discretion, to have such Securities listed or approved for trading on any securities exchange or through any facility on which or through which Securities of such class are already traded. If a Stockholder shall so request, the Company will register such Securities for offering on a delayed or continuous basis pursuant to Rule 415 (or any successor rule or rules to similar effect) under the Act. Notwithstanding the foregoing, the Company shall be entitled to postpone for a reasonable period of time, but not in excess of 90 calendar days, the filing of any registration statement otherwise required to be prepared and filed by it under this paragraph (a) if (i) the Company determines in good faith that the filing of such

registration statement would interfere with any pending financing, acquisition, corporate reorganization or any other corporate development involving the Company or any of its subsidiaries or would require premature disclosure thereof and (ii) the Company so notifies the requesting Stockholder within 10 days after the Stockholder so requests.

(b) Other Offers and Sale. If a Stockholder shall, at any time and from time to time, request the Company in writing to take such actions as shall be necessary or appropriate to permit any Securities held by it to be publicly or privately offered and sold in compliance with the securities laws or other relevant laws or regulations of any foreign jurisdiction, the Company shall use all reasonable efforts to take such actions in any such foreign jurisdiction (including listing such Securities on any foreign securities exchange on which such listing is requested by the Stockholder and on which Securities of the same class are already traded) and shall otherwise cooperate in a timely manner in such offering. Any request under this paragraph (b) may be made separately or in conjunction with any request under paragraph (a). Notwithstanding the foregoing, the Company shall be entitled to postpone for a reasonable period of time, but not in excess of 90 calendar

days, the taking of any actions otherwise required under this paragraph (b) if (i) the Company determines in good faith that the filing of such registration statement would interfere with any pending financing, acquisition, corporate reorganization or any other corporate development involving the Company or any of its subsidiaries or would require premature disclosure thereof and (ii) the Company so notifies the requesting Stockholder within 10 days after the Stockholder so requests.

(c) Written Notice. Any request by a Stockholder pursuant to paragraph (a) or (b) of this Section 1 shall (i) specify the number and class of shares or the principal amount, as the case may be, of Securities which the Stockholder intends to offer and sell, (ii) express the intention of the Stockholder to offer or cause the offering of such Securities, (iii) describe the nature or method of the proposed offer and sale thereof and state whether such offer shall be made domestically or abroad, or both, and, if abroad, the country or countries in which such offer shall be made, (iv) specify any securities exchange or trading facility on which or through which the Stockholder requests that such Securities be listed or approved for trading, (v) contain the undertaking of the Stockholder to provide all such information regarding its holdings and the proposed

manner of distribution thereof as may be required in order to permit the Company to comply with all applicable laws and regulations, foreign or domestic, and all requirements of the Securities and Exchange Commission (the "SEC"), any other applicable United States or foreign regulatory or self regulatory body and any other body having jurisdiction and any securities exchange or trading facility on which or through which the Securities are to be listed or traded and to obtain acceleration of the effective date of any registration statement filed in connection therewith and (vi) in the case of an underwritten public offering made domestically or abroad, or both, specify the managing underwriter or underwriters of such Securities, which shall be selected by the requesting Stockholder.

(d) Condition to Exercise of Rights. The obligations of the Company under paragraphs (a) and (b) of this Section 1 shall be subject to the limitations that the Company shall not be obligated to register, take other specified actions with respect to, or cooperate in the offering of, Securities upon the request of a Stockholder, (i) more than twice in any 12-month period and (ii) unless, in the case of a class of equity Securities, the number of shares specified in such request pursuant to Section 1(c)(i) shall be greater than 3% of the total number of shares of

such class at the time issued and outstanding (provided that a stockholder owning less than 3% of the total number of shares of a class outstanding may request the registration of all shares the held by such stockholder), or, in the case of a class of debt Securities, the principal amount specified in such request pursuant to Section 1(c)(i) shall be at least \$1,000,000. Notwithstanding the foregoing, the failure of a Stockholder to own the minimum number or percent or principal amount of Securities referred to in the preceding sentence at any time shall not affect the ability of the Stockholder to exercise its rights under this Agreement at any subsequent time when the Stockholder again owns such minimum number or percent or principal amount.

(e) Incidental Registration. If the Company shall, at any time and from time to time after the Initial Public Offering, propose an underwritten offering for cash of any Securities, whether pursuant to a registration statement under the Act or otherwise, the Company shall give written notice as promptly as practicable of such proposed registration or offering to the Stockholders and shall use its best efforts to include in such offering and, if such offering is pursuant to a registration statement under the Act, in such registration, any of the same class of such Securities held by a Stockholder as a Stockholder shall re-

quest within 20 calendar days after the giving of such notice, upon the same terms (including the method of distribution) as such offering; provided, however, that (i) the Company shall not be required to give such notice or include any such Securities in any offering pursuant to a registration statement filed on Form S-8 or Form S-4 (or such other form or forms as shall be prescribed under the Act for the same purposes as such forms) or any registration statement for a dividend reinvestment or employee stock purchase plan and (ii) the Company may at any time prior to the effectiveness of any such registration statement or commencement of any such offering not pursuant to a registration statement, in its sole discretion and without the consent of Stockholders, abandon the proposed offering in which a Stockholder had requested to participate. Notwithstanding the foregoing, the Company shall not be obligated to include such Securities in such offering if the Company is advised in writing by its managing underwriter or underwriters (with a copy to each requesting Stockholder within 5 days after the delivery of any such request pursuant to this paragraph (e) that such offering would in its or their opinion be materially adversely affected by such inclusion; provided, however, that the Company shall in any case be obligated to include such number or amount of

Securities in such offering as such managing underwriter or underwriters shall determine will not materially adversely affect such offering.

2. Covenants of the Company. In connection with any offering of Securities pursuant to this Agreement, the Company shall:

(a) furnish to a Stockholder such number of copies of any prospectus (including any preliminary prospectus), registration statement, offering memorandum or other offering document (including any exhibits thereto or documents referred to therein) as a Stockholder may reasonably request and a copy of any and all transmittal letters or other correspondence with the SEC or any other governmental agency or self-regulatory body or other body having jurisdiction (including any securities exchange or trading facility) relating to such offering of Securities;

(b) take such reasonable action as may be necessary to qualify such Securities for offer and sale under the securities, "blue sky" or other similar laws of such jurisdictions (including any foreign country or political subdivision thereof) as a Stockholder or any underwriter shall request;

(c) enter into an underwriting agreement (or equivalent document in any foreign jurisdiction) containing

representations, warranties, indemnities, contribution provisions and agreements then customarily included by an issuer in underwriting agreements (or such equivalent documents) in the form customarily used by the lead underwriter with respect to secondary distributions;

(d) furnish unlegended certificates representing ownership of the Securities being sold in such denominations as shall be requested by a Stockholder or the lead underwriter;

(e) in the case of any offering of equity Securities, instruct the transfer agent and registrar to release any stop transfer orders with respect to the equity Securities being sold;

(f) promptly inform each requesting Stockholder (i) in the case of any domestic offering of Securities in respect of which a registration statement is filed under the Act, of the date on which such registration statement or any post-effective amendment thereto becomes effective (and, in the case of an offering abroad of Securities, of the date when any required filing under the securities and other laws of such foreign jurisdictions shall have been made and when the offering may be commenced in accordance with such laws) and (ii) of any request by the SEC, any securities exchange, government agency, self-regulatory body or other body having

jurisdiction for any amendment of or supplement to any registration statement or preliminary prospectus or prospectus included therein or any offering memorandum or other offering document relating to such offering;

(g) upon any registration statement becoming effective pursuant to any registration under the Act pursuant to this Agreement, file any necessary amendments or supplements to such registration statement and otherwise use its best efforts to keep such registration statement current for such period as a Stockholder shall request;

(h) take such reasonable actions as may be necessary to have such Securities listed on or traded through any securities exchange or trading facility on which or through which a Stockholder shall request such listing or approval pursuant to the notice delivered by the Stockholder under Section 1(c) hereof;

(i) promptly notify each requesting Stockholder of the happening of any event as a result of which any registration statement or any preliminary prospectus or prospectus included therein or any offering memorandum or other offering document includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances

then existing, and prepare and furnish to such Stockholders as many copies of a supplement to or amendment of such offering document which shall correct such untrue statement or eliminate such omission, as such Stockholders shall reasonably request;

(j) appoint a trustee or fiscal agent (in the case of debt Securities) and any transfer agent, registrar, depositary, authentication agent or other agent as may be reasonably requested by a Stockholder; and

(k) take such other actions and execute and deliver such other documents as may be necessary or reasonably requested by a Stockholder in order to give full effect to the rights of the Stockholder under this Agreement.

3. Expenses. (a) In connection with the first three exercises by a Stockholder of his rights under Section 1(a) or (b), the Company shall pay all expenses incurred in complying with Section 1(a) or (b) hereof, including, without limitation, all registration and filing fees (including all expenses incident to any filing with the National Association of Securities Dealers, Inc. or listing on or approval for trading through any securities exchange or trading facility), fees and expenses of complying with securities and "blue sky" laws (including those of counsel retained to effect such compliance), printing expenses and

any stamp, duty or transfer tax (collectively, "Registration Expenses"). In connection with each subsequent exercise by a Stockholder of his rights under Section 1(a) or (b), the Company and the Stockholder shall each pay one-half of the Registration Expenses. Notwithstanding the foregoing, (i) a Stockholder shall pay all underwriting discounts and commissions, (ii) the Company shall pay (x) the fees and disbursements of its independent public accountants (including any such fees and expenses incurred in performing any special audits required in connection with any such offering and incurred in connection with the preparation of pro forma financial statements and comfort letters for any such offering), (y) transfer agents', trustees', fiscal agents', depositories' and registrars' fees and the fees of any other agent appointed in connection with such offering and (z) all security engraving and printing expenses and (iii) each party shall pay the fees and expenses of its counsel.

(b) All expenses incurred in complying with Section 1(e) hereof, including, without limitation, any Registration Expenses, shall be paid by the Company, except that (i) a Stockholder shall pay all underwriting discounts, commissions and expenses specifically attributable to the inclusion in the offering under said Section 1(e) of the

Securities being sold by such Stockholder and (ii) each party shall pay the fees and expenses of its counsel.

4. Indemnification. (a) Company Indemnity. In the case of any offering or sale of Securities covered by this Agreement, the Company shall indemnify and hold harmless the Stockholders, and each person affiliated with or retained by the Stockholders and who may be subject to liability under any applicable foreign securities laws, against any and all losses, claims, damages or liabilities to which they or any of them may become subject under the Act or any other statute or common law of the United States of America or any other country or political subdivision thereof, or otherwise, including any amount paid in settlement of any litigation commenced or threatened (including any amounts paid pursuant to or in settlement of claims made under the indemnification or contribution provisions of any underwriting or similar agreement entered into by the Stockholders in connection with any offering or sale of Securities covered by this Agreement), and shall promptly reimburse them, as and when incurred, for any legal or other expenses incurred by them in connection with investigating any claims and defending any actions, insofar as any such losses, claims, damages, liabilities or actions shall arise out of or shall be based upon any untrue statement or alleged untrue state-

ment of a material fact contained in the registration statement (or in any preliminary or final prospectus included therein) or in any offering memorandum or other offering document relating to the offering and sale of such Securities, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or any violation or alleged violation by the Company of the Act, any "blue sky" laws, securities laws or other applicable laws of any jurisdiction relating to any actual or alleged action or inaction required of the Company in connection with such offering; provided, however, that the indemnification agreement contained in this Section 4 shall not apply to such losses, claims, damages, liabilities or actions to the extent that such losses, claims, damages, liabilities or actions shall arise out of or shall be based upon any such untrue statement or alleged untrue statement, or any such omission shall have been made in reliance upon and in conformity with information jointly identified in writing by the Company and a Stockholder as concerning such Stockholder and its security holdings in the Company and so identified for use in connection with the preparation of the registration statement or any preliminary prospectus or prospectus contained in the registration statement, any

offering memorandum or other offering document, or any amendment thereof or supplement thereto. Notwithstanding the foregoing, no underwriter or selling or placement agent shall be entitled to indemnification under this Agreement if such person shall have entered into a separate underwriting, agency or indemnification agreement with the Company that pertains to the same transaction.

(b) Stockholder Indemnity. In the case of each offering or sale of Securities covered by this Agreement, the requesting Stockholder shall, in the same manner and to the same extent as set forth in paragraph (a) of this Section 4, indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Act, and each person affiliated with or retained by the Company and who may be subject to liability under any applicable foreign securities laws, its directors and those officers of the Company who shall have signed any registration statement, offering memorandum or other offering document with respect to any statement in or omission from such registration statement, any preliminary prospectus or prospectus contained in such registration statement or from such offering memorandum or other offering document, as amended or supplemented, if such statement or omission shall have been made in reliance upon and in conformity with

information jointly identified in writing by the Company and the Stockholder as concerning the Stockholder and its security holdings in the Company and so identified for use in connection with the preparation of such registration statement, any preliminary prospectus or prospectus contained in such registration statement, any offering memorandum or other offering document, or any amendment thereof or supplement thereto.

(c) Procedure for Indemnification. Each party indemnified under paragraph (a) or (b) of this Section 4, or under Section 8(f) hereof, shall, promptly after receipt of notice of the commencement of any action against such indemnified party in respect of which indemnity may be sought, notify the indemnifying party in writing of the commencement thereof. The omission of any indemnified party so to notify an indemnifying party of any such action shall not relieve the indemnifying party from any liability in respect of such action which it may have to such indemnified party on account of the indemnity agreement contained in paragraph (a) or (b) of this Section 4, or under Section 8(f) hereof, except to the extent that the indemnifying party was prejudiced by such omission, and in no event shall relieve the indemnifying party from any other liability which it may have to such indemnified party. In case any such action

shall be brought against any indemnified party and such indemnified party shall notify an indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party. If the indemnifying party so assumes the defense thereof, it may not agree to any settlement of any such action as the result of which any remedy or relief, other than monetary damages for which the indemnifying party shall be responsible hereunder, shall be applied to or against the indemnified party, without the prior written consent of the indemnified party. If the indemnifying party does not assume the defense thereof, it shall be bound by any settlement to which the indemnified party agrees, irrespective of whether the indemnifying party consents thereto. If any settlement of any claim is effected by the indemnified party prior to commencement of any action relating thereto, the indemnifying party shall be bound thereby only if it has consented in writing thereto. In any action hereunder, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, even if the indemnifying party has assumed the defense thereof, and the

indemnifying party shall not be relieved of the obligation hereunder to reimburse the indemnified party for the costs thereof.

5. Transfer of Rights. (a) Subject to paragraph (b) below, the rights of a Stockholder under this Agreement with respect to any Security may be transferred to any one or more transferee of such Security if such transferee (i) is the estate or personal representative of such Stockholder, (ii) is controlled by such Stockholder or (iii) acquires, either individually or when aggregated with other transferees, at least 25% of the aggregate number of shares of any class of equity Securities held by such Stockholder on the date the Stockholder first acquired any of such equity Securities (which for purposes of the Common Stock shall be the time immediately after the initial public offering by the Company of the Common Stock) or 25% in principal amount of any issue of debt Securities held by such Stockholder at the date the Stockholder first acquired any of such debt Securities. Any transfer of registration rights pursuant to this Section 5 shall be effective only upon receipt by the Company of written notice from the Stockholder stating the name and address of any transferee and identifying the Securities with respect to which the rights under this Agreement are being transferred.

(b) The rights of a transferee under paragraph (a) above shall be the same rights granted to a Stockholder under this Agreement, except that (i) such transferee shall only have the right to make one request under paragraph (a) or (b) of Section 1, which may be a simultaneous request under paragraphs (a) and (b), and two requests under paragraph (e) of Section 1, (ii) all rights referred to in the foregoing clause (i) with respect to any particular Securities shall expire on the third anniversary of the receipt of such Securities by the transferee and (iii) such transferee shall be required to pay all (or in the case of a request under Paragraph 1(e) such transferee's proportionate share of) the stamp, duty or transfer taxes and underwriting discounts and commissions.

6. Termination of Obligations. Section 1 of this Agreement shall terminate and cease to be of any force and effect in respect of a Stockholder at such time as the Stockholder shall first cease beneficially to own any of the outstanding Common Stock (the "Termination Date"); provided, however, that such termination shall not affect the rights of any transferee under Section 5 with regard to any Securities transferred prior to the Termination Date.

7. Representations and Warranties. As an inducement to enter into this Agreement, (a) the Company represents and warrants that:

(i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power to own, lease and operate its properties, to carry on its business as presently conducted and to carry out the transactions contemplated by this Agreement;

(ii) it has duly and validly taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby;

(iii) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect, and subject

to equitable limitations on the availability of the remedy of specific performance); and

(iv) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the compliance with any of the provisions of this Agreement will (x) conflict with or result in a breach of any provision of its corporate charter or by-laws, (y) breach, violate or result in a default under any of the terms of any agreement or other instrument or obligation to which it is a party or by which it or any of its properties or assets may be bound, or (z) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it or affecting any of its properties or assets;

and (b) each Stockholder represents and warrants that:

(i) this Agreement has been duly executed and delivered by such Stockholder and constitutes a legal, valid and binding obligation of the Stockholder enforceable in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect, and subject to equitable limitations on the availability of the remedy of specific performance); and

(ii) none of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the compliance with any of the provisions of this Agreement will (x) breach, violate or result in a default under any of the terms of any agreement or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or such Stockholder's properties or assets may be bound or (y) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Stockholder or affecting any of its properties or assets.

8. Certain Agreements and Definitions.

(a) Calculation of Amounts. For purposes of this Agreement, the amount of any Securities outstanding at any time (and the amount of any Securities then beneficially owned by a Stockholder or any other person) shall be calculated on the basis of the information contained in the Company's most recent report filed with the SEC. For purposes of calculating the amount of Securities outstanding at

any time (and the amount of Securities then beneficially owned by a Stockholder or any other person) all outstanding securities convertible into or exchangeable for such Securities shall be deemed to have been fully converted at such time.

(b) "person"; "affiliate". As used in this Agreement, the term "person" shall mean any individual, partnership, corporation, trust or other entity. As used in this Agreement, the term "affiliate" shall mean, with respect to any specified person, any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person.

(c) "Securities". As used in this Agreement, the term "Securities" shall include any security of the Company now owned or hereafter acquired by the Stockholders, whether acquired in any transaction with the Company or another person, in any recapitalization of the Company, as a dividend or other distribution, as a result of any "split" or "reverse split", upon conversion or exercise of another security of the Company or any other person, or otherwise.

(d) No Legend. No Security held or to be sold by a Stockholder shall bear any legend, nor shall the Company cause or permit any transfer agent or registrar appointed by

the Company with respect to such Security to refuse or fail to effect a transfer or registration with respect to such Security, provided that the Stockholder provides to the Company a certificate of such Stockholder in connection with such transfer or registration to the effect that such transfer or registration is not in violation of any applicable securities or other law.

(e) Stock Books. Except as otherwise provided by law for all holders of securities, the Company will not close its stock books or other registries against the transfer of any Security held by a Stockholder.

(f) Securities Exchange Act of 1934. The Company shall at all times timely file such information, documents and reports as the SEC may require or prescribe under the Securities Exchange Act of 1934 (the "Exchange Act") and shall provide each Stockholder with two copies of each thereof or any other communication with or from the SEC. The Company shall, whenever requested by a Stockholder, notify such Stockholder in writing whether the Company has, as of the date specified by the Stockholder, complied with the Exchange Act reporting requirements to which it is subject for such period to such date as shall be specified by the Stockholder. The Company acknowledges and agrees that one of the purposes of the requirements contained in

this Section 8(f) is to enable the Stockholders to comply with the current public information requirements contained in Paragraph (c) of Rule 144 under the Act (or any corresponding rule hereafter in effect) should a Stockholder ever wish to dispose of any Securities without registration under the Act in reliance upon Rule 144. In addition, the Company shall take such other measures and file such other information, documents and reports as shall hereafter be required by the SEC as a condition to the availability of Rule 144. The Company covenants, represents and warrants that all such information, documents and reports filed with the SEC shall not contain any untrue statement of a material fact or fail to state therein a material fact required to be stated therein or necessary to make the statements contained therein not misleading, and the Company shall indemnify and hold each Stockholder and each broker, dealer, underwriter or other person acting for a Stockholder (and any controlling person of any of the foregoing) harmless from and against any and all claims, liabilities, losses, damages, expenses and judgments and shall promptly reimburse them, as and when incurred, for any legal or other expenses incurred by them in connection with investigating any claim and defending any actions insofar as such claims, liabilities, losses, damage expenses and judgments arise out of or based upon any breach

of the foregoing covenants, representations or warranties. The procedure for indemnification set forth in Section 4(c) hereof shall apply to the indemnification provided under this Section 8(f).

(g) Listing. Once initially listed or approved for trading, the Company shall maintain in effect any listing of Securities on any securities exchange or approved for trading through a trading facility, shall make all filings and take all other actions required under the rules of such exchange or facility and any applicable agreement, shall provide each Stockholder with two copies of each such filing or any other communication with such exchange or facility at the time at which such filing is made, and shall notify each Stockholder of any proceeding or other action taken by such exchange or facility or any other person which might have the effect of terminating or otherwise changing the status of such listing, forthwith upon the occurrence thereof. Notwithstanding the foregoing, the Company shall be entitled at any time to terminate any securities exchange listing or approval for trading through any trading facility for the entirety of any class of Securities.

(h) Limitation on Other Securities To Be Registered. In case of any registration, offering or sale contemplated by paragraph (a) or (b) of Section 1, the

Company shall not, without the consent of the requesting Stockholder, include in such registration, offering or sale any Securities other than those beneficially owned by such Stockholder. In case of any registration, offering or sale contemplated by paragraph (e) of Section 1, the Company shall be entitled to include in such registration, offering or sale any Securities other than those being offered by the Company and a Stockholder, pro rata, on the basis of the amounts of securities covered by all requests of stockholders received by the Company. In the case of a transferee under Section 5, the Company shall be entitled to include in any registration, offering or sale contemplated by Section 1, all transferees making a request under such section and at the option of the Company other persons making similar requests, pro rata, on the basis of the number of shares or principal amount of securities covered by any such request.

9. Miscellaneous. (a) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto

shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared 3 to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable.

(b) Assignment. Except as provided otherwise in Section 5 hereof, and except by operation of law or in connection with the sale of all or substantially all the assets of a party hereto, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by either party hereto without the prior written consent of the other, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void; provided, however, that the provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Stockholders and the Company (including, solely for purposes of Section 4 hereof, their officers and directors) and their respective successors and permitted assigns.

(c) Further Assurances. Subject to the specific terms of this Agreement, each of the Stockholders and the

Company shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby. Subject to the specific terms of this Agreement, each of the Stockholders and the Company shall, in connection with entering into this Agreement, performing its obligations hereunder and taking any and all actions relating hereto, comply with all applicable laws, regulations, orders and decrees, obtain all required consents and approvals and make all required filings with any governmental agency, other regulatory or administrative agency, commission or similar authority and promptly provide the other with all such information as the other may reasonably request in order to be able to comply with the provisions of this sentence.

(d) Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer any right or benefit upon any person, firm or corporation other than the Stockholders and the Company and their respective successors and permitted assigns.

(e) Waivers, Etc. No failure or delay on the part of a Stockholder or the Company in exercising any power

or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement nor consent to any departure by a Stockholder or the Company therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(f) Setoff. All payments to be made by either party under this Agreement shall be made without setoff, counterclaim or withholding, all of which are expressly waived.

(g) Changes of Law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or

substantially the same result as that contemplated by such provision.

(h) Confidentiality. Subject to any contrary requirement of law and the right of a party to enforce its rights hereunder in any legal action, each party shall keep strictly confidential and shall cause its employees and agents to keep strictly confidential, any information which it or any of its agents or employees may acquire pursuant to, or in the course of performing its obligations under, any provision of this Agreement; provided, however, that such obligations to maintain confidentiality shall not apply to information which (i) at the time of disclosure was in the public domain not as a result of acts by the receiving party or (ii) was in the possession of the receiving party at the time of disclosure.

(i) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby.

(j) Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(k) Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto, and each such executed

counterpart shall be, and shall be deemed to be, an original instrument.

(l) Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served, if in writing and delivered personally, by telegram or sent by registered mail, postage prepaid, to:

he Company at: One Greenwich Plaza
Greenwich, CT 06830

the Stockholders at: One Greenwich Plaza
Greenwich, CT 06830
Attention of Mr. Howard E. Wille

or

One Greenwich Plaza
Greenwich, CT 06830
Attention of Mr. Charles J. Snyder

or to such other address as any party may, from time to time, designate in a written notice given in a like manner. Notice given by telegram shall be deemed delivered when received by the recipient. Notice given by mail as set out above shall be deemed delivered five calendar days after the date the same is mailed.

(n) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with

the laws of the State of Connecticut applicable to contracts made and to be performed therein.

IN WITNESS WHEREOF, the Stockholder and the Company have duly executed this Agreement as of the day and year first above written.

/s/ Howard E. Wille

HOWARD E. WILLE

/s/ Charles J. Snyder

CHARLES J. SNYDER

FACTSET RESEARCH SYSTEM INC.,
by

/s/ Ernest S. Wong

Name: Ernest S. Wong
Title: Senior Vice
President and
Chief Financial
Officer

EMPLOYMENT AGREEMENT

AGREEMENT made this 27th day of June, 1996, between FactSet Research Systems Inc., a Delaware corporation (the "Company"), and Howard E. Wille (the "Executive").

The Executive is presently employed by the Company as Chairman of the Board of Directors and Chief Executive Officer.

The Board of Directors of the Company (the "Board") recognizes that the Executive's contribution to the growth and success of the Company has been substantial. The Board desires to provide for the continued employment of the Executive and to make certain changes in the Executive's employment arrangements with the Company which the Board has determined will reinforce and encourage the continued attention and dedication to the Company of the Executive as a member of the Company's management, in the best interest of the Company and its shareholders. The Executive is willing to commit himself to continue to serve the Company, on the terms and conditions herein provided.

In order to effect the foregoing, the Company and the Executive wish to enter into an employment agreement on the terms and conditions set forth below. Accordingly, in consideration of the premises and the respective covenants and agreements of the parties herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Employment. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to continue to serve the Company, on the terms and conditions set forth herein.

SECTION 2. Term. The employment of the Executive by the Company as provided in Section 1 will commence on September 1, 1996 and end on August 31, 1999 unless further extended or sooner terminated as hereinafter provided. Commencing on September 1, 1999, and each September 1 thereafter, the term of the Executive's employment shall automatically be extended for one additional year to, respectively August 31, 2000, and each August 31 thereafter, unless, not later than one year prior to the end of the term (as may be extended for one-year additional periods as

provided herein), either party hereunder shall have given notice to the other party that it does not wish to extend this Agreement. If the Company gives the Executive notice that it does not wish to extend this Agreement, the Executive shall be entitled to the termination benefits provided in Section 8(d) hereof.

SECTION 3. Position and Duties. The Executive shall serve as Chairman of the Board and Chief Executive Officer of the Company and shall have such responsibilities, duties and authority as he may have as of the date hereof (or any position to which he may be promoted after the date hereof) and as may from time to time be assigned to the Executive by the Board that are consistent with such responsibilities, duties and authority. The Executive shall devote substantially all his working time and efforts to the business and affairs of the Company.

SECTION 4. Place of Performance. In connection with the Executive's employment by the Company, the Executive shall be based at the principal executive offices of the Company in the New York City Metropolitan area

(including, but not limited to, Greenwich, Connecticut), except for required travel on the Company's business to an extent substantially consistent with present business travel obligations.

SECTION 5. Compensation and Related Matters. (a)

Salary. During the period of the Executive's employment hereunder, the Company shall pay to the Executive an annual base salary at a rate of \$300,000, such salary to be paid in substantially equal installments in accordance with the Company's payroll practices for its executives. This salary may be increased from time to time in accordance with normal business practices of the Company and, if so increased, shall not thereafter during the term of this Agreement be decreased. Compensation of the Executive by salary payments shall not be deemed exclusive and shall not prevent the Executive from participating in any other compensation or benefit plan of the Company. The salary payments (including any increased salary payments) hereunder shall not in any way limit or reduce any other obligation of the Company hereunder, and no other compensation, benefit or payment hereunder shall in any way limit or reduce the obligation of the Company to pay the Executive's salary hereunder.

(b) Bonus Compensation. The Executive shall be entitled to receive annual bonus compensation in an amount determined by the Board in its discretion; provided, however, that if any such bonus (or portion thereof) will fail to be deductible by the Company by reason of section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), the payment of such bonus (or portion thereof) will be deferred until the first date that the payment of such bonus can be paid without failing to be deductible by the Company.

(c) Expenses. During the term of the Executive's employment hereunder, the Executive shall be entitled to receive prompt reimbursement for all reasonable and customary expenses incurred by the Executive in performing services hereunder, including all expenses of travel and living expenses while away from home on business or at the request of and in the service of the Company, provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Company.

(d) Other Benefits. The Company shall maintain in full force and effect, and the Executive shall be entitled to continue to participate in, all of the employee benefit plans and arrangements in effect on the date hereof in which the Executive participates or plans or arrangements providing the Executive with at least equivalent benefits thereunder (including, without limitation, each retirement plan, supplemental and excess retirement plans, employee stock ownership plans' annual and long-term incentive compensation plans, stock option and purchase plans, group life insurance and accident plan, medical and dental insurance plans, and disability plan), provided that the Company shall not make any changes in such plans or arrangements that would adversely affect the Executive's rights or benefits thereunder; provided, however, that, such a change may be made, including termination of such plans or arrangements if it occurs pursuant to a program applicable to all executives of the Company and does not result in a proportionately greater reduction in the rights of or benefits to the Executive as compared with any other executive of the Company. The Executive shall be entitled to participate in or receive benefits under any employee benefit plan or arrangement made available by the Company in the future to its executives and key management employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. Nothing paid to the Executive under any plan

or arrangement presently in effect or made available in the future shall be deemed to be in lieu of the salary payable to the Executive pursuant to paragraph (a) of this Section. Any payments or benefits payable to the Executive hereunder in respect of any calendar year during which the Executive is employed by the Company for less than the entire such year shall, unless otherwise provided in the applicable plan or arrangement be prorated in accordance with the number of days in such calendar year during which he is so employed.

(e) Vacations. The Executive shall be entitled to no less than the number of vacation days in each calendar year, and to compensation in respect of earned but unused vacation days, determined in accordance with the Company's vacation policy as in effect on the date hereof. The Executive shall also be entitled to all paid holidays and personal days given by the Company to its executives.

(f) Services Furnished. The Company shall furnish the Executive with office space, stenographic assistance and such other facilities and services as shall be suitable to the Executive's position and adequate for the performance of his duties as set forth in Section 3 hereof.

SECTION 6. Offices. Subject to Sections 3 and 4, the Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company and any of its subsidiaries and in one or more executive offices of any of the Company's subsidiaries, provided that the Executive is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided by the Company to any other director of the Company or any of its subsidiaries.

SECTION 7. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from his duties hereunder on a full-time basis for the entire period of six consecutive months, and within thirty (30) days after written notice of termination is given (which may occur before or after the end of such six

month period) shall not have returned to the performance of his duties hereunder on a full-time basis, the Company may terminate the Executive's employment hereunder.

(c) Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment hereunder upon (i) the willful and continued failure by the Executive to substantially perform his duties hereunder (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination, as defined in Section 7(e), by the Executive for Good Reason, as defined in Section 7(d)(ii)), after demand for substantial performance is delivered by the Company that specifically identifies the manner in which the Company believes the Executive has not substantially performed his duties, or (ii) the willful engaging by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise (including, but not limited to, conduct that constitutes Competitive Activity, as defined in Section 10). For purposes of this paragraph, no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause without (1) reasonable notice to the Executive setting forth the reasons for the Company's intention to terminate for Cause, (2) an opportunity for the Executive, together with his counsel, to be heard before the Board, and (3) delivery to the Executive of a Notice of Termination, as defined in subsection (e) hereof, from the Board finding that in the good faith opinion of three-quarters (3/4) of the Board the Executive was guilty of conduct set forth above in clause (i) or (ii) hereof, and specifying the particulars thereof in detail.

(d) Termination by the Executive. (i) The Executive may terminate his employment hereunder (A) for Good Reason or (B) if his health should become impaired to an extent that makes his continued perfor-

mance of his duties hereunder hazardous to his physical or mental health or his life, provided that the Executive shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request, the Executive shall submit to an examination by a doctor selected by the Company and such doctor shall have concurred in the conclusion of the Executive's doctor.

(ii) For purposes of this Agreement, "Good Reason" shall mean (A) a failure by the Company to comply with any material provision of this Agreement which has not been cured within ten (10) days after notice of such noncompliance has been given by the Executive to the Company, or (B) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of paragraph (e) hereof (and for purposes of this Agreement no such purported termination shall be effective).

(e) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive (other than termination pursuant to subsection (a) hereof) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 12. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(f) Date of Termination. "Date of Termination" shall mean (i) if the Executive's employment is terminated by his death, the date of his death, (ii) if the Executive's employment is terminated pursuant to subsection (b) above, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the performance of his duties on a full-time basis during such thirty (30)-day period), (iii) if the Executive's employment is terminated pursuant to subsection (c) above, the date specified in the Notice of Termination, and (iv) if the Executive's

employment is terminated for any other reason, the date on which a Notice of Termination is given; provided, however, that, if within thirty (30) days after any Notice of Termination is given the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding and final arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

SECTION 8. Compensation Upon Termination or During Disability. (a) During any period that the Executive fails to perform his duties hereunder as a result of incapacity due to physical or mental illness ("disability period"), the Executive shall continue to receive his full salary at the rate then in effect for such period until his employment is terminated pursuant to Section 7(b) hereof, provided that payments so made to the Executive during the first 180 days of the disability period shall be reduced by the sum of the amounts, if any, payable to the Executive at or prior to the time of any such payment under disability benefit plans of the Company or under the Social Security disability insurance program, and which amounts were not previously applied to reduce any such payment.

(b) If the Executive's employment is terminated by his death, the Company shall pay any amounts due to the Executive under Section 5 through the date of his death in accordance with Section 11(b).

(c) If the Executive's employment shall be terminated by the Company for Cause or by the Executive for other than Good Reason, the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and the Company shall have no further obligations to the Executive under this Agreement.

(d) If (A) in breach of this Agreement, the Company shall terminate the Executive's employment other than for disability pursuant to Section 7(b) or for Cause (it being understood that a purported termination for disability pursuant to Section 7(b) or for Cause which is disputed and finally determined not to have been proper

shall be a termination by the Company in breach of this Agreement), including any failure by the Company to extend the term of this Agreement for any additional one year period as provided in Section 2 hereof, or (B) the Executive shall terminate his employment for Good Reason, then

(i) the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and all other unpaid amounts, if any, to which the Executive is entitled as of the Date of Termination under any compensation plan or program of the Company, at the time such payments are due;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay as liquidated damages to the Executive an amount equal to three times the sum of (1) the Executive's annual salary rate in effect as of the Date of Termination and (2) the highest annual amount payable to the Executive under the Company's annual and long-term incentive compensation plans during the three calendar years which are the calendar year prior to the year in which such Date of Termination occurs and the immediately preceding two calendar years; such payment to be made in a lump sum on or before the fifth day following the Date of Termination;

(iii) if termination of the Executive's employment arises out of a breach by the Company of this Agreement, the Company shall pay all other damages to which the Executive may be entitled as a result of such breach, including damages for any and all loss of benefits to the Executive under the Company's employee benefit plans which the Executive would have received if the Company had not breached this Agreement and had the Executive's employment continued for the full term provided in Section 2 hereof, and including all legal fees and expenses incurred by him as a result of such termination, including the fees and expenses of enforcing the terms of this Agreement.

(e) If the Executive shall terminate his employment under clause (B) of subsection 7(d)(i) hereof, the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(f) Unless the Executive is terminated for Cause, the Company shall maintain in full force and effect, for the continued benefit of the Executive for the greater of the number of years (including partial years) remaining in the term of employment hereunder or the number three (3), all employee benefit plans and programs in which the Executive was entitled to participate immediately prior to the Date of Termination provided that the Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that the Executive's participation in any such plan or program is barred, the Company shall arrange to provide the Executive with benefits substantially similar to those which the Executive would otherwise have been entitled to receive under such plans and programs from which his continued participation is barred.

(g) In the event that the Executive becomes entitled to the payments provided in clauses (i)-(iii) of Section 8(d) (the "Severance Payments"), if any of the Severance Payments will be subject to the excise tax imposed under section 4999 of the Code (the "Excise Tax"), the Company shall pay to the Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any Excise Tax on the Severance Payments and any Federal, state and local income and employment tax and Excise Tax upon the payment provided for by this Section 8(g), shall be equal to the Severance Payments. For purposes of determining whether any of the Severance Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) any other payments or benefits received or to be received by the Executive in connection with a change in ownership or control (within the meaning of section 280G of the Code and the regulations promulgated thereunder) of the Company or the Executive's termination of employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any person whose actions result in a change in control or any Person affiliated with the Company or such Person) shall be treated as "parachute payments" within the meaning of section 280G(b)(2) of the Code, and all "excess parachute payment" within the meaning of section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Executive such other payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of

Section 280G(b)(4)(A) of the Code, or such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the "base amount" allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax, (ii) the amount of the Severance Payments which shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Severance Payments or (B) the amount of excess parachute payments within the meaning of section 280G(b)(1) of the Code (after applying clause (i), above), and (iii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of sections 280G(d)(3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.

SECTION 9. No Mitigation. The Executive shall have no duty to mitigate damages by seeking other employment. The Company shall have no right of offset hereunder with respect to any compensation or benefits received by the Executive from or in connection with any employment subsequent to his employment termination with the Company.

SECTION 10. Noncompetition. During the period of the Executive's employment hereunder and for two years thereafter, the Executive shall not, directly or indirectly, own, manage, operate, join or control, be employed by or participate in the ownership, management, operation or control of, or be a consultant to or connected in any other manner with, any business, firm or corporation which is similar to or competes with a principal business of the Company or its subsidiaries (a "Competitive Activity"). For these purposes, the Executive's ownership of securities of a public company not in excess of one percent of any class of such securities shall not be considered to be competition with the Company or its subsidiaries.

SECTION 11. Successors; Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as he would be entitled to hereunder if he terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as herein before defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 11 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts would still be payable to him hereunder if he had continued to live, all such amount unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

SECTION 12. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or

registered mail, return receipt requested, postage prepaid,
addressed as follows:

If to the Executive:

Howard E. Wille
291 Round Hill Road
Greenwich, CT 06831

If to the Company:

FactSet Research Corporation
One Greenwich Plaza
Greenwich, CT 06830
Attn: Corporate Secretary

or to such other address as any party may have furnished to
the others in writing in accordance herewith, except that
notices of change of address shall be effective only upon
receipt.

SECTION 13. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and such officer of the Company as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflicts of law principles.

SECTION 14. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

SECTION 15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be

deemed to be an original but all of which together will constitute one and the same instrument.

SECTION 16. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in New York, New York, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided, however, that the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Section 10 of the Employment Agreement and the Executive hereby consents that such restraining order or injunction may be granted without the necessity of the Company's posting any bond, and provided further that the Executive shall be entitled to seek specific performance of his right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement. The expense of such arbitration shall be borne by the Company.

SECTION 17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto; and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FACTSET RESEARCH SYSTEMS INC.

by /s/ Ernest S. Wong

Name: Ernest S. Wong
Title: Senior Vice
President and
Chief Financial
Officer

EXECUTIVE

/s/ Howard E. Wille

Howard E. Wille

Attest:

/s/ Ernest S. Wong

by Ernest S. Wong

EMPLOYMENT AGREEMENT

AGREEMENT made this 27th day of June, 1996, between FactSet Research Systems Inc., a Delaware corporation (the "Company"), and Charles J. Snyder (the "Executive").

The Executive is presently employed by the Company as President, Chief Technology Officer and Director.

The Board of Directors of the Company (the "Board") recognizes that the Executive's contribution to the growth and success of the Company has been substantial. The Board desires to provide for the continued employment of the Executive and to make certain changes in the Executive's employment arrangements with the Company which the Board has determined will reinforce and encourage the continued attention and dedication to the Company of the Executive as a member of the Company's management, in the best interest of the Company and its shareholders. The Executive is willing to commit himself to continue to serve the Company, on the terms and conditions herein provided.

In order to effect the foregoing, the Company and the Executive wish to enter into an employment agreement on the terms and conditions set forth below. Accordingly, in consideration of the premises and the respective covenants and agreements of the parties herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Employment. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to continue to serve the Company, on the terms and conditions set forth herein.

SECTION 2. Term. The employment of the Executive by the Company as provided in Section 1 will commence on the September 1, 1996 and end on August 31, 1999, unless further extended or sooner terminated as hereinafter provided. Commencing on September 1, 1999, and each September 1 thereafter, the term of the Executive's employment shall automatically be extended for one additional year to, respectively August 31, 2000, and each August 31 thereafter, unless, not later than one year prior to the end of the term (as may be extended for one-year additional periods as provided herein), either party hereunder shall have given

notice to the other party that it does not wish to extend this Agreement. If the Company gives the Executive notice that it does not wish to extend this Agreement, the Executive shall be entitled to the termination benefits provided in Section 8(d) hereof.

SECTION 3. Position and Duties. The Executive shall serve as President, Chief Technology Officer and Director of the Company and shall have such responsibilities, duties and authority as he may have as of the date hereof (or any position to which he may be promoted after the date hereof) and as may from time to time be assigned to the Executive by the Board that are consistent with such responsibilities, duties and authority. The Executive shall devote substantially all his working time and efforts to the business and affairs of the Company.

SECTION 4. Place of Performance. In connection with the Executive's employment by the Company, the Executive shall be based at the principal executive offices of the Company in the New York City Metropolitan area (including, but not limited to, Greenwich, Connecticut),

except for required travel on the Company's business to an extent substantially consistent with present business travel obligations.

SECTION 5. Compensation and Related Matters. (a) Salary. During the period of the Executive's employment hereunder, the Company shall pay to the Executive an annual base salary at a rate of \$300,000, such salary to be paid in substantially equal installments in accordance with the Company's payroll practices for its executives. This salary may be increased from time to time in accordance with normal business practices of the Company and, if so increased, shall not thereafter during the term of this Agreement be decreased. Compensation of the Executive by salary payments shall not be deemed exclusive and shall not prevent the Executive from participating in any other compensation or benefit plan of the Company. The salary payments (including any increased salary payments) hereunder shall not in any way limit or reduce any other obligation of the Company hereunder, and no other compensation, benefit or payment hereunder shall in any way limit or reduce the obligation of the Company to pay the Executive's salary hereunder.

(b) Bonus Compensation. The Executive shall be entitled to receive annual bonus compensation in an amount

determined by the Board in its discretion; provided, however, that if any such bonus (or portion thereof) will fail to be deductible by the Company by reason of section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), the payment of such bonus (or portion thereof) will be deferred until the first date that the payment of such bonus can be paid without failing to be deductible by the Company.

(c) Expenses. During the term of the Executive's employment hereunder, the Executive shall be entitled to receive prompt reimbursement for all reasonable and customary expenses incurred by the Executive in performing services hereunder, including all expenses of travel and living expenses while away from home on business or at the request of and in the service of the Company, provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Company.

(d) Other Benefits. The Company shall maintain in full force and effect, and the Executive shall be entitled to continue to participate in, all of the employee benefit plans and arrangements in effect on the date hereof in which the Executive participates or plans or arrangements providing the Executive with at least equivalent benefits thereunder (including, without limitation, each retirement plan, supplemental and excess retirement plans, employee stock ownership plans' annual and long-term incentive compensation plans, stock option and purchase plans, group life insurance and accident plan, medical and dental insurance plans, and disability plan), provided that the Company shall not make any changes in such plans or arrangements that would adversely affect the Executive's rights or benefits thereunder; provided, however, that, such a change may be made, including termination of such plans or arrangements if it occurs pursuant to a program applicable to all executives of the Company and does not result in a proportionately greater reduction in the rights of or benefits to the Executive as compared with any other executive of the Company. The Executive shall be entitled to participate in or receive benefits under any employee benefit plan or arrangement made available by the Company in the future to its executives and key management employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. Nothing paid to the Executive under any plan or arrangement presently in effect or made available in the future shall be deemed to be in lieu of the salary payable

to the Executive pursuant to paragraph (a) of this Section. Any payments or benefits payable to the Executive hereunder in respect of any calendar year during which the Executive is employed by the Company for less than the entire such year shall, unless otherwise provided in the applicable plan or arrangement be prorated in accordance with the number of days in such calendar year during which he is so employed.

(e) Vacations. The Executive shall be entitled to no less than the number of vacation days in each calendar year, and to compensation in respect of earned but unused vacation days, determined in accordance with the Company's vacation policy as in effect on the date hereof. The Executive shall also be entitled to all paid holidays and personal days given by the Company to its executives.

(f) Services Furnished. The Company shall furnish the Executive with office space, stenographic assistance and such other facilities and services as shall be suitable to the Executive's position and adequate for the performance of his duties as set forth in Section 3 hereof.

SECTION 6. Offices. Subject to Sections 3 and 4, the Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director of the Company and any of its subsidiaries and in one or more executive offices of any of the Company's subsidiaries, provided that the Executive is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided by the Company to any other director of the Company or any of its subsidiaries.

SECTION 7. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from his duties hereunder on a full-time basis for the entire period of six consecutive months, and within thirty (30) days after written notice of termination is given (which may occur before or after the end of such six month period) shall not have returned to the performance of his duties hereunder on a full-time

basis, the Company may terminate the Executive's employment hereunder.

(c) Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment hereunder upon (i) the willful and continued failure by the Executive to substantially perform his duties hereunder (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination, as defined in Section 7(e), by the Executive for Good Reason, as defined in Section 7(d)(ii)), after demand for substantial performance is delivered by the Company that specifically identifies the manner in which the Company believes the Executive has not substantially performed his duties, or (ii) the willful engaging by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise (including, but not limited to, conduct that constitutes Competitive Activity, as defined in Section 10). For purposes of this paragraph, no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause without (1) reasonable notice to the Executive setting forth the reasons for the Company's intention to terminate for Cause, (2) an opportunity for the Executive, together with his counsel, to be heard before the Board, and (3) delivery to the Executive of a Notice of Termination, as defined in subsection (e) hereof, from the Board finding that in the good faith opinion of three-quarters (3/4) of the Board the Executive was guilty of conduct set forth above in clause (i) or (ii) hereof, and specifying the particulars thereof in detail.

(d) Termination by the Executive. (i) The Executive may terminate his employment hereunder (A) for Good Reason or (B) if his health should become impaired to an extent that makes his continued performance of his duties hereunder hazardous to his physical or mental health or his life, provided that the

Executive shall have furnished the Company with a written statement from a qualified doctor to such effect and provided, further, that, at the Company's request, the Executive shall submit to an examination by a doctor selected by the Company and such doctor shall have concurred in the conclusion of the Executive's doctor.

(ii) For purposes of this Agreement, "Good Reason" shall mean (A) a failure by the Company to comply with any material provision of this Agreement which has not been cured within ten (10) days after notice of such noncompliance has been given by the Executive to the Company, or (B) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of paragraph (e) hereof (and for purposes of this Agreement no such purported termination shall be effective).

(e) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive (other than termination pursuant to subsection (a) hereof) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 12. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(f) Date of Termination. "Date of Termination" shall mean (i) if the Executive's employment is terminated by his death, the date of his death, (ii) if the Executive's employment is terminated pursuant to subsection (b) above, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the performance of his duties on a full-time basis during such thirty (30)-day period), (iii) if the Executive's employment is terminated pursuant to subsection (c) above, the date specified in the Notice of Termination, and (iv) if the Executive's employment is terminated for any other reason, the date on which a Notice of Termination is given; provided,

however, that, if within thirty (30) days after any Notice of Termination is given the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding and final arbitration award or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

SECTION 8. Compensation Upon Termination or During Disability. (a) During any period that the Executive fails to perform his duties hereunder as a result of incapacity due to physical or mental illness ("disability period"), the Executive shall continue to receive his full salary at the rate then in effect for such period until his employment is terminated pursuant to Section 7(b) hereof, provided that payments so made to the Executive during the first 180 days of the disability period shall be reduced by the sum of the amounts, if any, payable to the Executive at or prior to the time of any such payment under disability benefit plans of the Company or under the Social Security disability insurance program, and which amounts were not previously applied to reduce any such payment.

(b) If the Executive's employment is terminated by his death, the Company shall pay any amounts due to the Executive under Section 5 through the date of his death in accordance with Section 11(b).

(c) If the Executive's employment shall be terminated by the Company for Cause or by the Executive for other than Good Reason, the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and the Company shall have no further obligations to the Executive under this Agreement.

(d) If (A) in breach of this Agreement, the Company shall terminate the Executive's employment other than for disability pursuant to Section 7(b) or for Cause (it being understood that a purported termination for disability pursuant to Section 7(b) or for Cause which is disputed and finally determined not to have been proper shall be a termination by the Company in breach of this Agreement), including any failure by the Company to extend

the term of this Agreement for any additional one year period as provided in Section 2 hereof, or (B) the Executive shall terminate his employment for Good Reason, then

(i) the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and all other unpaid amounts, if any, to which the Executive is entitled as of the Date of Termination under any compensation plan or program of the Company, at the time such payments are due;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay as liquidated damages to the Executive an amount equal to three times the sum of (1) the Executive's annual salary rate in effect as of the Date of Termination and (2) the highest annual amount payable to the Executive under the Company's annual and long-term incentive compensation plans during the three calendar years which are the calendar year prior to the year in which such Date of Termination occurs and the immediately preceding two calendar years; such payment to be made in a lump sum on or before the fifth day following the Date of Termination;

(iii) if termination of the Executive's employment arises out of a breach by the Company of this Agreement, the Company shall pay all other damages to which the Executive may be entitled as a result of such breach, including damages for any and all loss of benefits to the Executive under the Company's employee benefit plans which the Executive would have received if the Company had not breached this Agreement and had the Executive's employment continued for the full term provided in Section 2 hereof, and including all legal fees and expenses incurred by him as a result of such termination, including the fees and expenses of enforcing the terms of this Agreement.

(e) If the Executive shall terminate his employment under clause (B) of subsection 7(d)(i) hereof, the Company shall pay the Executive his full salary through the Date of Termination at the rate in effect at the time Notice of Termination is given.

(f) Unless the Executive is terminated for Cause, the Company shall maintain in full force and effect, for the continued benefit of the Executive for the greater of the number of years (including partial years) remaining in the term of employment hereunder or the number three (3), all employee benefit plans and programs in which the Executive was entitled to participate immediately prior to the Date of Termination provided that the Executive's continued participation is possible under the general terms and provisions of such plans and programs. In the event that the Executive's participation in any such plan or program is barred, the Company shall arrange to provide the Executive with benefits substantially similar to those which the Executive would otherwise have been entitled to receive under such plans and programs from which his continued participation is barred.

(g) In the event that the Executive becomes entitled to the payments provided in clauses (i)-(iii) of Section 8(d) (the "Severance Payments"), if any of the Severance Payments will be subject to the excise tax imposed under section 4999 of the Code (the "Excise Tax"), the Company shall pay to the Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any Excise Tax on the Severance Payments and any Federal, state and local income and employment tax and Excise Tax upon the payment provided for by this Section 8(g), shall be equal to the Severance Payments. For purposes of determining whether any of the Severance Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) any other payments or benefits received or to be received by the Executive in connection with a change in ownership or control (within the meaning of section 280G of the Code and the regulations promulgated thereunder) of the Company or the Executive's termination of employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any person whose actions result in a change in control or any Person affiliated with the Company or such Person) shall be treated as "parachute payments" within the meaning of section 280G(b)(2) of the Code, and all "excess parachute payment" within the meaning of section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel selected by the Company's independent auditors and reasonably acceptable to the Executive such other payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of

Section 280G(b)(4)(A) of the Code, or such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the "base amount" allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax, (ii) the amount of the Severance Payments which shall be treated as subject to the Excise Tax shall be equal to the lesser of (A) the total amount of the Severance Payments or (B) the amount of excess parachute payments within the meaning of section 280G(b)(1) of the Code (after applying clause (i), above), and (iii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of sections 280G(d)(3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes.

SECTION 9. No Mitigation. The Executive shall have no duty to mitigate damages by seeking other employment. The Company shall have no right of offset hereunder with respect to any compensation or benefits received by the Executive from or in connection with any employment subsequent to his employment termination with the Company.

SECTION 10. Noncompetition. During the period of the Executive's employment hereunder and for two years thereafter, the Executive shall not, directly or indirectly, own, manage, operate, join or control, be employed by or participate in the ownership, management, operation or control of, or be a consultant to or connected in any other manner with, any business, firm or corporation which is similar to or competes with a principal business of the Company or its subsidiaries (a "Competitive Activity"). For these purposes, the Executive's ownership of securities of a public company not in excess of one percent of any class of such securities shall not be considered to be competition with the Company or its subsidiaries.

SECTION 11. Successors; Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as he would be entitled to hereunder if he terminated his employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as herein before defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 11 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts would still be payable to him hereunder if he had continued to live, all such amount unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

SECTION 12. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or

registered mail, return receipt requested, postage prepaid,
addressed as follows:

If to the Executive:

Charles J. Snyder
700 Waverly Road
Ridgewood, N.J. 07450

If to the Company:

FactSet Research Corporation
One Greenwich Plaza
Greenwich, CT 06830
Attn: Corporate Secretary

or to such other address as any party may have furnished to
the others in writing in accordance herewith, except that
notices of change of address shall be effective only upon
receipt.

SECTION 13. Miscellaneous. No provisions of this
Agreement may be modified, waived or discharged unless such
waiver, modification or discharge is agreed to in writing
signed by the Executive and such officer of the Company as
may be specifically designated by the Board. No waiver by
either party hereto at any time of any breach by the other
party hereto of, or compliance with, any condition or
provision of this Agreement to be performed by such other
party shall be deemed a waiver of similar or dissimilar
provisions or conditions at the same or at any prior or
subsequent time. No agreements or representations, oral or
otherwise, express or implied, with respect to the subject
matter hereof have been made by either party which are not
set forth expressly in this Agreement. The validity,
interpretation, construction and performance of this
Agreement shall be governed by the laws of the State of
Connecticut without regard to its conflicts of law
principles.

SECTION 14. Validity. The invalidity or
unenforceability of any provision or provisions of this
Agreement shall not affect the validity or enforceability of
any other provision of this Agreement, which shall remain in
full force and effect.

SECTION 15. Counterparts. This Agreement may be
executed in one or more counterparts, each of which shall be

deemed to be an original but all of which together will constitute one and the same instrument.

SECTION 16. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in New York, New York, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided, however, that the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Section 10 of the Employment Agreement and the Executive hereby consents that such restraining order or injunction may be granted without the necessity of the Company's posting any bond, and provided further that the Executive shall be entitled to seek specific performance of his right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement. The expense of such arbitration shall be borne by the Company.

SECTION 17. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto; and any prior agreement

of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FACTSET RESEARCH SYSTEMS INC.

by

/s/ Ernest S. Wong

Name: Ernest S. Wong

Title: Senior Vice

President and

Chief Financial

Officer

EXECUTIVE

/s/ Charles J. Snyder

Charles J. Snyder

Attest:

/s/ Ernest S. Wong

by Ernest S. Wong

WARNING: THE EDGAR SYSTEM ENCOUNTERED ERROR(S) WHILE PROCESSING THIS SCHEDULE.

9-MOS

AUG-31-1996
SEP-01-1995
MAY-31-1996
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