



The Term (“Agreement”) is effective between the Customer (“Customer”) and Fiind, Inc (“Company”) as of the date of Customer acceptance. Fiind, Inc. (“Fiind,” “we,” “our”) offers a variety of data analysis results, company insights, and intelligence services available online, including via websites (collectively, the “Service”) but not limited to [www.fiind.com](http://www.fiind.com), [mspartners.fiind.ai](http://mspartners.fiind.ai), (the “Websites”).

### **1. Services:**

- 1.1. The Customer has a non-exclusive, non-transferable license to use the Service and content, subject to the terms of this Agreement.
- 1.2. Enhancements. The Company may make modifications including periodic upgrades or enhancements and changes to the Service at any time without notice.
- 1.3. Use of Customer Data and Its Use: The Company has a non-exclusive license to use the Customer data as maybe necessary for the Company to provide the Service.

### **2. Company Responsibilities:**

- 2.1. The Company will make reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for planned downtime and any unavailability caused by circumstances beyond the Company’s control.
- 2.2. Protection of the Customer Data. The Company will maintain administrative and technical safeguards for protection of the security, confidentiality, and integrity of the Customer data.
- 2.3. Data Compliance. The Company protects sensitive data with appropriate privacy and security policies, data retention, and disposal procedures.

### **3. Customer Responsibilities:**

- 3.1. The Customer is responsible for all activity occurring under the Customer user accounts, and for any needed equipment and services such as internet access and computer hardware.
- 3.2. The Customer uses reasonable efforts to prevent unauthorized access or use of services.

### **4. Proprietary Rights and Licenses:**

- 4.1. The Company and/or its licensors own all right, title and interest in and to the services and the content, including all related intellectual property rights.
- 4.2. Between the Customer and the Company, the Customer exclusively owns all rights, title and interest in and to all Customer Data.
- 4.3. License to Content. The Customer has license to use, copy, and modify the content that is provided as part of the services, subject to the terms of this Agreement and the Order.
- 4.4. License to Host Customer Data. The Company has the license to host, copy, transmit and display the Customer Data.

- 4.5. License to Use Feedback. The Company has the license to incorporate any suggestion, enhancement request or other feedback provided by the Customer, into the service.
- 4.6. Pursuant to the foregoing license grant in Section 1, Company shall only make the Data available to Company Clients that acknowledge and are bound by terms of this end-user agreement, which provides that:
  - a) the Data, or portions thereof, is a copyrighted work of Company and/or its third party licensors and shall not be reproduced except under terms of the end-user agreement;
  - b) end-users may not resell the Data;
  - c) the Data may only be used for internal business purposes, subject to confidentiality restrictions at least as restrictive as those herein;
  - d) neither Company nor its third party licensors make any warranty, express or implied, as to the accuracy of the Data or results obtained from using it, or any implied warranties of merchantability or fitness for a particular purpose;
  - e) neither Company nor its third party licensors shall be liable for any lost profits or other incidental or consequential damages in connection with end-user's use of the Data.

## **5. Disclaimers:**

- 5.1. Although, the Company uses extensive procedures to keep its database library current and accurate, the data may have errors. The company is not responsible or liable for the accuracy, completeness, reliability, or availability of the services or content.
- 5.2. The services and content are provided strictly on an "as is" basis. The Company's disclaims all warranties, express or implied, including any warranties of accuracy, completeness or currentness of data.
- 5.3. The Company is not responsible for damages suffered by users for their actions taken in reliance on the supplied Content or Services.

## **6. Confidentiality:**

- 6.1. Definition: "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.
- 6.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of similar kind.

## **7. Indemnification:**

The Company and the Customer (in such case, the ("indemnifying party")) each agree to indemnify and hold harmless the other (in such case, the "indemnified Party") from and against any costs and damages awarded against the indemnified party by a court.