

Terms of Use

Last Revised: Aug 2022

The websites located at <https://insightfinder.com> and <https://app.insightfinder.com> (together with the Cloud Service, the “**Service**”) are copyrighted works belonging to InsightFinder Inc. (“**Company**”, “**us**”, “**our**”, and “**we**”). Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted on the Service in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use (these “**Terms**”) set forth the legally binding terms and conditions that govern your use of the Service. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE. BY ACCEPTING THESE TERMS, OR BY USING THE SERVICE IN ANY MANNER, YOU AND ANY ENTITY YOU REPRESENT (together “**you**”, “**your**” and “**Customer**”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT AS MAY BE SPECIFIED HEREIN). YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU ACCEPT THESE TERMS OR USE THE SERVICE.

These terms require the use of arbitration (Section 10.2) on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. License to the Service

1.1 Non-exclusive License. Subject to the terms set forth in these Terms, Company grants to Customer a limited, non-exclusive, non-transferable, revocable license to use the Cloud Service for Customer’s internal use and not for resale or further distribution. Customer’s right to use the Cloud Service is limited by all terms and conditions set forth in this Agreement. Except for this license granted to Customer, Company and its licensors retain all right, title and interest in and to the Cloud Service, including all related intellectual property rights. The Cloud Service is protected by applicable intellectual property laws, including United States copyright law and international treaties. “Cloud Service” means the online, web-based applications (i) ordered by Customer from the Company, whether by a document signed by both parties, or by Customer’s selection and acceptance of pricing and service options via an electronic purchase form provided by Company (each an “**Order Form**”) and (ii) provided by Company via <https://insightfinder.com> or other designated websites or IP addresses as communicated to Customer by Company.

1.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not sublicense, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access the Service in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.

2. Access to the Service

2.1 Account Creation. In order to use certain features of the Service, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b)

you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Service. Company may suspend or terminate your Account in accordance with Section 8.

2.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2.3 Third Party Providers. Some features of the Service will require you to provide us access credentials for a third party service provider. For example, you may need to provide us with keys to access your Amazon Web Services data. We will store these credentials only so long as you use the Service, and only by encrypted means. You are solely responsible for ensuring you comply with any terms or agreements applicable to your relationship with such third party service providers.

2.4 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof (which may include loss of any data held by Company).

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Service and its content are owned by Company or Company's suppliers or licensors. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

3. Fees

3.1 Fees. Fees paid hereunder are non-refundable. Any subscription to the Cloud Service will automatically renew on a monthly basis unless and until Customer terminates the Cloud Service by providing written notice to Company or selecting the cancellation option in the Cloud Service, and such termination will be effective as of the last day of the calendar month during which such termination notice is received. Fees due hereunder will be billed to Customer's credit card and Customer authorizes the card issuer to pay all such amounts and authorizes Company (or its billing agent) to charge the credit card account until Customer or Company cancels or terminates the Cloud Service; provided that if payment is not received from the credit card issuer, Customer agrees to pay all amounts due upon demand. Customer must provide current, complete and accurate billing and credit card information.

3.2 Transaction Fees and Taxes. Customer agrees to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which Customer shall be responsible to pay. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Company's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Company will be Customer's sole responsibility, and Customer will, upon Company's request, provide Company with official receipts issued by appropriate taxing authorities, or such other evidence as Company may reasonably request, to establish that such taxes have been paid.

4. User Content and Privacy

4.1 User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Service (e.g., content in the user’s profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

4.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of providing you the Cloud Service.

4.3 Privacy. The Cloud Service is designed to allow you to analyze your cloud-based applications’ performance and usage metrics. In doing so, the Cloud Service necessarily collects certain data (“Customer Data”) directly from your cloud hosting service. Some information is automatically collected. Other information and data may be manually inputted by you. Customer Data may include information (“User Data”) about users of your applications (“End Users”).

(a) **Compliance.** You agree to comply with all applicable privacy and data protection regulations. Further, you agree to not use the Cloud Service to send us any Sensitive Information where unauthorized disclosure could cause material, severe, or catastrophic harm or impact to Company, any data subjects or third parties. Sensitive Information includes:

(i) Passwords, authentication/authorization credentials (except as specified herein)

(ii) Information under regulatory or contractual handling requirements (e.g., PCI, HIPAA, and state and federal data security laws) including: (i) Credit card information including credit card numbers, CIV numbers (three digit codes for Visa and MasterCard, four digit code for American Express) and magnetic stripe information; (ii) Social Security Numbers; (iii) Drivers License Numbers; (iv) Passport Numbers; (v) Government Issued Identification Numbers; (vi) Financial Account Information; (vii) Health data; (ix) Biometric data; (x) Personally identifiable information knowingly collected from children under the age of 13 or from online services directed toward children; or (xi) Real time geolocation data which can identify an individual.

(iii) Business secrets deemed highly confidential (e.g., highly-confidential business strategies and communications, sensitive attorney-client privileged and confidential communications).

(b) **Notices.** You agree to provide appropriate notices to End Users about, and if required by applicable laws obtain appropriate consent from End Users for, your information collection and use practices relating to your use of the Cloud Service.

(c) **Privacy Policy.** We may also collect, store, and use personal information as set forth in our Privacy Policy. Our Privacy Policy does not cover information we collect about End Users on your behalf through the Cloud Service. It is your obligation to provide your own privacy policy or notice to your users.

4.4 Acceptable Use. You agree not to use the Service to:

(a) collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade

libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party;

(b) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data;

(c) send through the Service unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

(d) use the Service to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;

(e) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks;

(f) attempt to gain unauthorized access to the Service (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Service; or

(g) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Service.

4.5 Enforcement. We reserve the right (but have no obligation) to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4.6 Feedback. If you provide Company with any feedback or suggestions regarding the Service ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

5. Third-Party Links & Content. The Service may contain links to third-party websites and services, and/or display content from or advertisements for third parties (collectively, "**Third-Party Links & Content**"). Such Third-Party Links & Content are not under the control of Company, and Company is not responsible for any Third-Party Links & Content. Company provides access to these Third-Party Links & Content only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Content. You use all Third-Party Links & Content at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Content, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Content. You hereby release and forever discharge the Company (and our officers, employees, agents, licensors, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Content). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

6. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS AND SUBSIDIARIES (INCLUDING BUT NOT LIMITED TO CLOUD SOLUTIONS LLC) AND LICENSORS, INCLUDING NORTH CAROLINA STATE UNIVERSITY) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS AND SUBSIDIARIES (INCLUDING BUT NOT LIMITED TO CLOUD SOLUTIONS LLC) AND LICENSORS, INCLUDING NORTH CAROLINA STATE UNIVERSITY) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE LESSER OF (I) AMOUNTS PAID BY YOU TO COMPANY IN THE THREE MONTHS IMMEDIATELY PRECEDING SUCH LIABILITY OR (II) FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Indemnification. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Term and Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for

any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2, 2.5, 3, 4.2 through 4.6 and 5 through 10.

10. General

10.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Dispute Resolution and Arbitration Agreement. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: InsightFinder, Partners 1, 1017 Main Campus Drive, Raleigh, North Carolina 27606. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration. You agree that any dispute, claim or controversy arising hereunder or relating in any way to these Terms and not informally resolved shall be settled by binding arbitration in Wake County, North Carolina, in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services ("**JAMS**"). The arbitrator shall issue a written decision specifying the basis for the award made. The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply the substantive law of the State of North Carolina, without giving effect to its conflict of laws rules.

(d) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or

federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(f) Confidentiality. All aspects of the arbitration proceeding, including the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(g) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(h) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(i) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(j) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(k) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Wake County, North Carolina, for such purpose.

10.3 Electronic Communications. The communications between you and Company use electronic means, whether you use the Service or send us emails, or whether Company posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.4 Entire Terms. Unless expressly stated in a separate written agreement, these Terms constitute the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation

of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.5 Copyright/Trademark Information. Copyright © 2015 InsightFinder Inc.. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.6 Contact Information:

InsightFinder Inc.
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