

# FIND

FUNDAMENTAL INTERACTIONS NEUTRON DIRECT

## Data Agreement

# DATA AGREEMENT

This Subscriber Agreement (this “Agreement”), dated \_\_\_\_\_, 2023 (the “Effective Date”) is Fundamental Interactions Neutron Direct, LLC (“FIND”), whose principal office is located at 115 West 30th street, 401 New York, NY, 10001 (“FIND”) and \_\_\_\_\_, a [corporation/limited liability company], with its principal office(s) located at \_\_\_\_\_ (“Data Subscriber”), to permit Data Subscriber to receive FIND Data (as defined below) on the terms and conditions set out in this Agreement. Fundamental Interactions Neutron Direct, its parent entity, and each of their affiliates or subsidiaries that are involved in the provision of FIND Data hereunder are collectively referred to herein as “FIND”.

## License

During the term of this Agreement, FIND Technology grants to Data Subscriber a non-exclusive, non-transferable license to receive and use the information related to the data produced and disseminated by FIND, LLC, an affiliate of Fundamental Interactions Neutron Direct, as selected in the *Data Feed Order Form and System Description*, attached hereto as Exhibit A (the “FIND Data”) in accordance with the terms of this Agreement.

## Proprietary Rights

Data Subscriber acknowledges and agrees that Fundamental Interactions Neutron Direct has copyright, unique and other proprietary rights in FIND Data that originates on or derives from markets operated by FIND, LLC (such market, the “FIND”). Data Subscriber’s use of such FIND Data is subject to the limitations set out herein. In the event of any misappropriation or misuse, Fundamental Interactions Neutron Direct shall have the right to obtain injunctive relief for its respective materials. This paragraph shall survive the termination of this Agreement for any reason.

## Fees

At such time as Fundamental Interactions Neutron Direct provides Data Subscriber with at least sixty (60) days written notice thereof, Data Subscriber agrees to pay Fundamental Interactions Neutron Direct for use of FIND Data according to Fundamental Interactions Neutron Direct’s then-current monthly charges, as set out by FIND Technology from time to time for the physical capability, whether used or not, of receiving FIND Data through any device or equipment (“Interrogation Device”) that FIND Technology has authorized to be in receipt of FIND Data (the “Receipt of FIND Data”), including all applicable interest, late fees or penalties, if any. Thereafter, FIND Technology will use commercially reasonable efforts to provide at least thirty (30) days’ advance notice to Data Subscriber (delivered via email and/or posted to FIND’s website) of any changes to its fee schedule. Data Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Data Subscriber or FIND in connection with the Receipt of FIND Data, other than income taxes imposed on FIND.

## Permitted Uses

Except as set forth in the “Redistribution” paragraph below, Data Subscriber shall use FIND Data only for its internal business use and Data Subscriber shall not sell, lease, furnish, distribute or otherwise permit or provide access to (“redistribute”) FIND Data to any third party without prior written approval from Fundamental Interactions Neutron Direct.

Without limiting the generality of the foregoing, Data Subscriber may:



- a) Store FIND Data in one or more Data Subscriber databases accessible by Data Subscriber partners, affiliates, officers and employees;
- b) Use and reproduce FIND Data for internal business purposes consistent with this Agreement, including interrogation, retrieval, analysis, manipulation, recompilation, and report preparation;
- c) Use and reproduce FIND Data for Data Subscriber's own business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilize or display FIND Data; Subject to the use of an FIND copyright notice, provide excerpts from FIND Data, in any medium or format  
(including orally, in writing, electronically or otherwise) to Data Subscriber's own clients as part of a report.
- d) Permit the general public to access its Interrogation Devices provided that (i) Data Subscriber controls the premises and accesses to them; and (ii) Data Subscriber notifies FIND Technology in writing of such installation. Data Subscriber may allow individuals passing by or visiting the premises to operate or view the Interrogation Devices occasionally and for limited periods of time.

## Inspection

At any reasonable time on reasonable notice, Data Subscriber shall allow authorized representatives of FIND Technology to access its premises for the purpose of examining any and all Interrogation Devices used by Data Subscriber, its partners, officers and employees and any and all records of redistribution of FIND Data, if applicable.

## Redistribution

Data Subscriber hereby expressly agrees that if it redistributes any of FIND Data to any affiliate or third party, it will enter into a written agreement with such party that provides Fundamental Interactions Neutron Direct with contractual protections substantially similar to and at least equivalent to the following provisions set forth herein: "Proprietary Rights"; "Inspection"; "Disclaimer of Warranties"; "Limitation of Liability"; and "Indemnification. Additionally, Data Subscriber agrees to notify FIND Technology in writing of any affiliate or third party to whom FIND Data has been distributed to prior to redistributing such data and shall respond in writing within thirty (30) days to any Fundamental Interactions Neutron Direct inquiry with respect to such third party's or affiliate's use of such FIND Data. Notwithstanding anything contained herein, if any such affiliate or third party intends to further redistribute FIND Data, Data Subscriber shall not provide FIND Data to such party until such party signs a Data Agreement directly with FIND Technology.

## Disclaimer of Warranties

FIND expressly disclaims, and Data Subscriber hereby expressly waives, all warranties, representations, conditions, covenants or undertakings, express or implied, including without limitation warranties or conditions of merchantability and fitness for a particular purpose, timeliness, truthfulness, sequence, completeness, accuracy and freedom from interruption.

## Limitation of Liability

FIND shall not be liable to Data Subscriber or any other person for any loss, damage, cost, expense or other liability or claim (including without limitation, loss of business profits, trading losses, loss of anticipated profits, business interruption, loss of business information or for indirect, special, punitive, consequential or incidental loss or damage or other pecuniary loss) of any nature arising from any use or inability to use FIND Data, howsoever caused. FIND shall not be liable to Data Subscriber or any other Person for the unavailability, interruption, delay, incompleteness or inaccuracy of FIND Data. If FIND is for any reason held liable to Data Subscriber or to any other Person, whether



in tort or contract, the cumulative liability of FIND to Data Subscriber and any other Person claiming through or on behalf of Data Subscriber is limited to the greater of: (A) one (1) month fees paid by Data Subscriber under this Agreement; and (B) \$

## Dissemination, Discontinuance or Modification

Fundamental Interactions Neutron Direct is not obligated to continue to provide any type of FIND Data in the present form or configuration or under the current specifications or requirements or to continue to use existing communications facilities. Fundamental Interactions Neutron Direct, in its sole discretion, may from time to time make additions to, deletions from or modifications to FIND Data or manner of disseminating such FIND Data.

## Indemnification

Data Subscriber shall indemnify and hold harmless and defend FIND, its directors, officers, employees and agents from and against any and all suits, claims, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable solicitor's fees, arising out of or in connection with (i) any claim made by any person in respect of or as a result of any non-compliance by Data Subscriber with the terms and conditions of this Agreement; or (ii) any claim made by any person arising out of or related to Data Subscriber's receipt and use of FIND Data, whether authorized or unauthorized under this Agreement, including without limitation any claim in respect of delays in providing, any errors in or omissions from FIND Data, or the transmission and delivery thereof, or the termination of. This paragraph shall survive the termination of this Agreement for any reason.

## Term

Either party may terminate this Agreement on thirty (30) days prior written notice. In the event that Data Subscriber terminates this Agreement, the termination shall be effective thirty (30) days following the date on which FIND Technology receives Data Subscriber's notice of termination. Upon termination of this Agreement, Data Subscriber shall cease using all FIND Data.

## Entire Agreement; Modifications

This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings including, without limitation, any agreement with Data Subscriber for FIND Data.

## Assignments

Data Subscriber shall not assign this Agreement without Fundamental Interactions Neutron Direct's prior written consent, which consent shall be in Fundamental Interactions Neutron Direct's sole and absolute discretion.



# Governing Law

This Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of New York.

## Notices; Notification of Changes

Each party shall notify one another in writing of any address change. Data Subscriber shall promptly send FIND Technology a written notice of any change in the information it provided pursuant to this Agreement and other information relating to the receipt of FIND data.

Fundamental Interactions Neutron Direct LLC  
115 West 30th street, 401 New York, NY  
Attn: Operations

If to Data Subscriber:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Data Agreement to be executed by their duly authorized officers as of the Effective Date.

Date: \_\_\_\_\_

FIND,IIC

Date Subscriber: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



