

## **ARGOS RISK™ SUBSCRIPTION LICENSE AGREEMENT**

This Subscription License Agreement (the “Agreement”) is between Argos Risk, LLC (“Argos,” “we,” “our,” or “us”), having an address at 4600 W 77<sup>th</sup> Street, Suite 375, Edina, MN 55435, and you (“you,” or “End User”).

This Agreement will govern the terms of your subscription (“Subscription”) for services from Argos on the Argos Risk™ website, [www.argosrisk.com](http://www.argosrisk.com) (the “Website”). This Agreement incorporates the terms of the Website, your individual subscription plan (the “Subscription Plan”), as such may change from time to time, and the Argos Privacy Policy provided on the Website. The services provided to you hereunder (the “Services”) include the use of the Website, and the use of programs, components, internet-based services, content, technology, tools, updates, help content and new releases. This Agreement will govern the terms of any and all Subscriptions that you may have with Argos, including Argos Risk Online and Argos Risk Defender, and will continue to govern even if you add to or change your Subscriptions.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW.

6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE ENTIRE CUMULATIVE LIABILITY OF ARGOS AND ITS SUPPLIERS, AND YOUR EXCLUSIVE REMEDY FOR ALL MATTERS OR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY AND/OR DUE FROM YOU FOR THE SERVICES TO ARGOS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY

PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARGOS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND (B) DAMAGES RELATING TO TELECOMMUNICATION FAILURES, INTERNET AND ELECTRONIC COMMUNICATIONS FAILURES, DELAYS OR LIMITATIONS, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET ARGOS SYSTEMS REQUIREMENTS, TAX POSITIONS TAKEN BY YOU ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ARGOS AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARGOS AND YOU AND ARGOS WOULD NOT HAVE PROVIDED THE LICENSE AND SERVICES WITHOUT SUCH LIMITATIONS.

7. **TERMINATION.** Either party may terminate this Agreement with or without cause upon ten (10) days-notice to the other after the initial term expires, per Subscription Order Form. Argos may terminate or suspend this Agreement and your right to use the Services hereunder at any time without notice if (i) you fail to pay the Fees set forth in your Subscription Plan, (ii) you violate the terms of this Agreement or use the Services in any manner which is contravention of the terms hereof or (iii) your Subscription Plan expires or becomes generally unavailable. Upon termination of this Agreement you must immediately cease using the Services and all outstanding payments will become immediately due and payable. Any termination of this Agreement will not affect the Argos' rights hereunder.
8. **CONSENT TO CONDUCT BUSINESS ELECTRONICALLY.** Argos or its Suppliers may be required by law to send "Communications" to you that pertain to the Services or to information provided by or to you in connection with the Services. You agree that Argos, on behalf of itself and its Suppliers, may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Services. Your consent to do business electronically and our agreement to do so cover all transactions you conduct through the Services for as long as you remain a subscriber to or use the Services. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Services. You are responsible at your expense for obtaining and/or providing your own internet access and for all hardware and software that may be necessary in connection with obtaining such access. You agree to notify us promptly of any change in your email address or other registration data. You can do so by logging into your service and updating your customer profile.
9. **LIMITATIONS ON MODIFYING ACCOUNTS.** If you have subscribed for Argos Risk Online, your Subscription Plan will allow you to monitor up to a certain number of business entities. You may change the business entities that you choose to monitor at any time provided that you may not change more than ten percent (10%) of your accounts in any twelve (12) month period. Failure to abide by this limitation will be grounds for termination of your Subscription by Argos. Unless your Subscription Plan specifically provides otherwise, any business entity for which a report is viewed will be counted as a business entity being monitored. If you wish to monitor accounts or view one-time reports above the ten percent (10%) limit, it is suggested that you modify your Subscription Plan to increase the number of monitored accounts or purchase the right to view one-time reports.

10. MISCELLANEOUS

- (a) Authorizations. You authorize Argos and its Suppliers to obtain and monitor your own information from credit reporting agencies and/or other monitoring services and send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act.
- (b) Transfers. This Agreement and the use of the Services provided hereunder may not be assigned by you without the prior written approval of Argo, provided that you may assign the Agreement and the use of the Services to a parent or affiliate entity or in connection with a sale or merger of your company or business. If your company is sold or merged into another company, please contact Argos so that we can transfer your license to the new company.
- (c) Privacy Policy. The Argos Privacy Policy is posted on the Website at <https://www.argosrisk.com/AR-privacy-policy>. By entering into this Agreement you agree to be bound by the Argos Privacy Policy.
- (d) Choice of Law. This party will be governed by the laws of the State of Minnesota, without regard to its conflicts of laws principles, and by applicable federal law. The parties hereto consent to the exclusive jurisdiction and venue of the state courts in Hennepin County, Minnesota or the federal court for the District of Minnesota.
- (e) Agreement and Amendments. This Agreement, including the Website, the Subscription Plan and the Privacy Policy, constitutes the complete agreement between you and Argos regarding the Services subscribed to hereunder. In the event of any conflict between the terms of this Agreement and the terms of your Subscription Plan, the terms of your Subscription Plan will prevail. Argos may amend this Agreement or the terms of your Subscription Plan at any time by notifying you of such amendment or by posting any amendments on the Website. Your continued use of the Services after Argos' publication of any amendment shall constitute your acceptance of this Agreement and the Subscription Plan as modified.

By signing and returning this Subscription License Agreement, by clicking "I AGREE," or by accessing or using the Services, you indicate that you understand and agree to the terms of this Agreement and that the terms of this Agreement will govern your use of the Services. You further agree that Argos may identify your firm and use your name in its marketing and promotional materials.

Agreed and Accepted:

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

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

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