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- 10. MISCELLANEOUS.

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- b. **Transfers.** This Agreement and the use of the Services provided hereunder may not be assigned by you without the prior written approval of Argos, 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/privacy-policy. By entering into this Agreement, you agree to be bound by the Argos Privacy Policy.
- d. **Choice of Law.** This agreement 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. You agree that Argos may identify your firm and use your name in its marketing and promotional materials.
- f. **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 prominently on the Website, provided that such amendment does not adversely affect, in any material respect, your rights under this Agreement without your consent. In the event we make material changes to this Agreement or the terms of your Subscription Plan, we will notify you thirty (30) days prior to the changes taking effect. Your continued use of the Services after Argos' publication of any amendment or following any applicable notice period shall constitute your acceptance of this Agreement and the Subscription Plan as modified.

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