TERMS OF SERVICE

Effective Date: [Date of publication]

These Terms of Service ("Terms") govern your access to and use of the software, services, websites, applications, and related offerings provided by **Argus PBI LLC**, an Oklahoma limited liability company ("Argus," "we," "us," or "our").

By clicking to accept these Terms, accessing or using the Argus PBI services ("Services"), creating an account, purchasing a subscription, or otherwise indicating your acceptance of these Terms, you ("Customer," "you," or "your") agree to be legally bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

If you accept these Terms on behalf of a company or other organization, "Customer," "you," and "your" mean that organization, and you represent that you have authority to bind it to these Terms. If you do not have that authority, you may not accept these Terms or authorize Argus to access your organization's Microsoft environment.

If Customer has signed a separate written agreement with Argus that covers the Services, that agreement governs Customer's use of the Services instead of these Terms, and the DPA described in Section 6.3 supplements that agreement.

1. Services

Argus provides software-as-a-service solutions that may include software applications, online platforms, related documentation, support, and associated technology.

Subject to these Terms and payment of applicable fees, Argus grants you a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable subscription period to access and use the Services solely for your internal business purposes and in accordance with these Terms.

Argus may provide documentation, instructions, or other materials relating to the Services. You may use such documentation solely in connection with your authorized use of the Services.

The Services operate by reading information from Customer's Microsoft Power BI and Microsoft Fabric environments through Microsoft application programming interfaces,

using access that Customer's administrator grants in Customer's Microsoft tenant. Customer may revoke that access at any time in its Microsoft tenant. Revoking access stops further collection, but it does not by itself cancel Customer's subscription or delete Customer Data that Argus already holds. Customer's use of Microsoft products is governed by Customer's agreements with Microsoft. Microsoft is not a party to these Terms, and changes Microsoft makes to its products or APIs may affect the Services.

2. Accounts and Access Credentials

You may be required to create an account or receive access credentials to use certain Services.

You are responsible for:

- Maintaining the confidentiality of your usernames, passwords, and other access credentials;
- Restricting access to your account to authorized users;
- Ensuring that all users accessing the Services through your account comply with these Terms;
- Promptly notifying Argus of any suspected unauthorized access, use, or disclosure of your credentials; and
- All activity occurring through your account or access credentials, except to the extent caused solely by Argus's failure to maintain the security of its systems.

You may not share account credentials with unauthorized individuals or permit any person to access the Services except as expressly authorized by your subscription or these Terms.

3. Authorized Use

You may use the Services only for lawful purposes and in accordance with these Terms.

You agree not to:

1. Copy, modify, reproduce, or create derivative works of the Services or Argus's proprietary materials;
2. Rent, lease, sell, sublicense, distribute, transfer, or otherwise make the Services available to any unauthorized third party;
3. Reverse engineer, decompile, disassemble, decode, or attempt to discover the source code or underlying technology of the Services;

4. Circumvent or interfere with security features or access controls;
5. Upload, transmit, or introduce malicious code, viruses, malware, or other harmful material;
6. Interfere with, disrupt, damage, or impair the Services or Argus's systems;
7. Remove or alter copyright, trademark, proprietary, or other intellectual property notices;
8. Use the Services in violation of applicable law or the rights of any third party;
9. Use the Services to develop, provide, or operate a competing product or service;
10. Use the Services for hazardous, safety-critical, or other applications where failure of the Services could reasonably result in personal injury, death, or significant property damage; or
11. Access or use the Services beyond the scope of the rights granted under these Terms.

Argus may suspend or terminate access to the Services if it reasonably believes that you or an authorized user has violated these restrictions or otherwise used the Services in an unauthorized, fraudulent, unlawful, or harmful manner.

4. Customer Responsibilities

You are responsible for providing and maintaining the hardware, software, internet connectivity, networks, systems, and other technology necessary to access the Services.

You agree to provide reasonable cooperation and information necessary for Argus to provide the Services.

Argus is not responsible for delays, failures, or interruptions caused by your systems, actions, omissions, internet connection, third-party services, or failure to perform your responsibilities under these Terms.

You are responsible for the accuracy, legality, and appropriateness of information and materials you submit to the Services.

5. Service Availability

Argus will use commercially reasonable efforts to make the Services available at least 99.5% of the time during each calendar month, excluding the circumstances described below.

Availability does not include interruptions or failures caused by:

- Scheduled maintenance or downtime;
- Your systems or internet connection;
- Your acts or omissions or those of your authorized users;
- Failure to comply with these Terms or applicable documentation;
- Third-party systems or services not controlled by Argus;
- Force majeure events;
- Security-related suspensions;
- Government orders or legal requirements; or
- Suspension or termination permitted under these Terms.

Argus may modify, update, enhance, or otherwise change the Services from time to time, including changes reasonably necessary to improve performance, maintain security, comply with applicable law, or support the operation of the Services.

6. Data and Privacy

6.1 Customer Data

You retain ownership of information, data, and other content that you submit to or through the Services, including information the Services collect from Customer's Microsoft Power BI and Fabric environments ("Customer Data").

You are responsible for ensuring that you have all necessary rights, permissions, and consents to provide Customer Data to Argus and to permit Argus to process that information in connection with the Services, including any notice to Customer's personnel that applicable law requires.

6.2 Use of Customer Data

You grant Argus the rights reasonably necessary to receive, host, store, process, transmit, and otherwise use Customer Data solely as necessary to provide, maintain, secure, and support the Services and to fulfill Argus's obligations under these Terms.

Argus may also collect and use information concerning Customer's use of the Services (such as sign-ins, feature usage, and performance data), but not Customer Data, for analytics, statistical purposes, service improvement, security, and other legitimate business purposes.

6.3 Privacy Policy and Data Processing Addendum

Argus's collection and use of personal information is also described in its Privacy Policy, as published on the Argus website. Argus's processing of personal data contained in Customer Data is governed by the Argus Data Processing Addendum published at https://www.arguspbi.com/argus-legal-policies (the "DPA"), which is incorporated into and forms part of these Terms. Customer's acceptance of these Terms is also acceptance of the DPA, and no separate signature is required.

6.4 Data Retention

Argus retains Customer Data collected from Customer's Microsoft environment for one year from collection, after which it is deleted automatically. On termination, Customer Data is returned or deleted as provided in Section 15 and the DPA.

7. Data Security and Backups

Argus will maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect information processed through the Services.

Argus maintains security and data-breach procedures appropriate to the nature of the Services. Argus's specific security commitments for personal data are set out in the DPA.

You remain responsible for maintaining appropriate security practices for your own systems and access credentials.

Although Argus may maintain backups as part of its standard operating procedures, the Services are not a substitute for maintaining your own backups or redundant copies of important information.

Argus is not responsible for loss, alteration, destruction, corruption, or inability to recover Customer Data except to the extent caused by Argus's breach of this Section 7 or the DPA, or as expressly required by applicable law, and in all cases subject to Section 14.

8. Fees and Payment

Subscription fees and other applicable charges will be disclosed at the time of purchase, subscription, or in an applicable order or statement of work.

Unless otherwise stated, fees are payable in U.S. dollars.

Unless otherwise stated at the time of purchase, for the initial Argus PBI subscription offering, the applicable fee is $400 per month, billed monthly in advance beginning after the initial 30-day trial period. Subscriptions renew automatically each month until cancelled. Customer may cancel at any time, effective at the end of the then-current billing period, and fees already paid are non-refundable except as required by law. To avoid charges, Customer must cancel before the trial period ends. During the trial period, the Services are provided free of charge and "as is," and Argus may end the trial at any time. Argus may change its fees on at least 30 days' notice, effective at the start of Customer's next billing period.

If Customer purchases the Services through the Microsoft Azure Marketplace, Microsoft bills and collects the fees under Customer's agreement with Microsoft, and the price, billing, and cancellation terms of the marketplace offer apply instead of this Section 8 to the extent they conflict.

You are responsible for applicable sales, use, excise, and similar taxes associated with your purchase, excluding taxes based on Argus's income.

If a payment becomes overdue, Argus may charge interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower.

Argus may suspend access to the Services for materially overdue accounts after providing appropriate notice.

9. Intellectual Property

The Services, software, technology, documentation, interfaces, designs, processes, features, functionality, and other materials provided by Argus ("Argus Materials") are owned by or licensed to Argus and are protected by applicable intellectual property laws.

Except for the limited rights expressly granted under these Terms, no ownership interest or other intellectual property right is transferred to you.

You retain all rights in Customer Data.

Argus retains all rights in the Services and Argus Materials, including intellectual property rights in improvements, modifications, developments, and the usage information described in Section 6.2, but not Customer Data.

10. Confidentiality

Each party may receive confidential or proprietary information belonging to the other party, including, in Argus's case, Customer Data.

The receiving party agrees to:

- Use confidential information only as necessary to perform its obligations or exercise its rights;
- Protect confidential information using reasonable safeguards;
- Limit disclosure to personnel, contractors, advisors, and service providers who have a legitimate need to know and are subject to appropriate confidentiality obligations; and
- Promptly notify the disclosing party of unauthorized use or disclosure when reasonably practicable.

These obligations do not apply to information that:

- Is or becomes publicly available through no breach of these Terms;
- Was lawfully known before disclosure;
- Is lawfully received from a third party without confidentiality obligations; or
- Is independently developed without use of the other party's confidential information.

Confidentiality obligations will continue for three (3) years following disclosure, except that trade secrets will remain protected for so long as they qualify for trade-secret protection under applicable law, and Customer Data will remain protected for as long as Argus holds it.

11. Third-Party Services and Materials

The Services may incorporate or rely upon third-party software, services, technology, or materials.

Third-party materials may be subject to additional terms and licenses imposed by their respective providers.

Argus is not responsible for third-party services or materials that are outside Argus's reasonable control.

12. Warranties and Disclaimers

Argus represents that it will provide the Services using personnel with appropriate skill, experience, and qualifications and will perform the Services in a professional and workmanlike manner consistent with generally recognized industry standards.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFICALLY PROVIDED IN THESE TERMS, THE SERVICES AND ARGUS MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARGUS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

ARGUS DOES NOT WARRANT THAT THE SERVICES WILL:

- OPERATE WITHOUT INTERRUPTION;
- BE ERROR-FREE;
- MEET ALL OF YOUR REQUIREMENTS;
- ACHIEVE A PARTICULAR RESULT;
- BE COMPATIBLE WITH EVERY THIRD-PARTY SYSTEM;
- BE COMPLETELY SECURE;
- BE FREE FROM HARMFUL CODE; OR
- ALWAYS BE ACCURATE, COMPLETE, OR AVAILABLE.

13. Indemnification

You agree to defend, indemnify, and hold harmless Argus, its affiliates, contractors, service providers, officers, directors, employees, agents, successors, and assigns from claims, damages, liabilities, costs, and reasonable attorneys' fees arising out of or relating to:

- Customer Data, except to the extent the claim arises from Argus's breach of these Terms or the DPA;
- Materials or information submitted by you or your authorized users;
- Your violation of these Terms;
- Your violation of applicable law or third-party rights; or
- Negligent, reckless, or willful acts or omissions by you or your authorized users.

Argus will defend and indemnify you against a third-party claim alleging that your authorized use of the Services, excluding Customer Data and third-party materials, infringes or misappropriates a third party's U.S. intellectual property rights.

Argus's intellectual-property indemnification obligations do not apply to claims arising from your unauthorized modifications, combinations with unauthorized products or services, Customer Data, third-party materials, or other circumstances outside Argus's control.

Each party's indemnification obligations are conditioned on the indemnified party (a) promptly notifying the indemnifying party of the claim, (b) giving the indemnifying party sole control of the defense and settlement of the claim, except that the indemnifying party may not agree to a settlement that imposes obligations on the indemnified party without its consent, and (c) providing reasonable cooperation at the indemnifying party's expense. If the Services become, or in Argus's opinion are likely to become, the subject of an infringement claim, Argus may modify the Services to be non-infringing, obtain a license for Customer's continued use, or terminate Customer's subscription and refund any prepaid fees for the unused portion of the subscription period. This Section 13 states Argus's entire liability, and Customer's exclusive remedy, for infringement claims.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARGUS AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS WILL NOT BE LIABLE FOR:

- Lost profits or revenue;
- Loss of business or goodwill;
- Loss, corruption, or recovery of data;
- Business interruption;
- Cost of substitute goods or services;
- Indirect, incidental, special, consequential, exemplary, or punitive damages; or
- Similar damages arising from or relating to the Services or these Terms.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARGUS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE DPA, TAKEN TOGETHER, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID TO ARGUS BY YOU DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE THOUSAND U.S. DOLLARS (US $1,000).

The foregoing limitations apply regardless of the legal theory asserted, including contract, tort, negligence, strict liability, or otherwise. They do not limit Customer's payment obligations or either party's liability for fraud or willful misconduct.

15. Suspension and Termination

Argus may suspend or terminate access to the Services if:

- You fail to pay amounts when due;
- You materially breach these Terms;
- You violate the acceptable-use restrictions;
- Your use presents a security, legal, or operational risk;
- Argus is required to do so by law, court order, or governmental authority; or
- The Services are discontinued.

Customer may terminate these Terms at any time by cancelling its subscription as described in Section 8 and revoking Argus's access in Customer's Microsoft tenant.

Either party may terminate these Terms for a material breach that remains uncured for thirty (30) days after written notice, unless the breach cannot reasonably be cured.

Upon termination:

- Your right to access and use the Services will end;
- You must cease using the Services and Argus Materials;
- You must pay all outstanding amounts owed to Argus;
- Argus will cease collecting and processing Customer Data except to return or delete it as provided in the DPA or as permitted or required by law; and
- Each party will return or destroy confidential information belonging to the other party, subject to legal retention requirements and applicable backup procedures.

Provisions that by their nature should survive termination will remain in effect, including provisions concerning intellectual property, confidentiality, disclaimers, indemnification, limitations of liability, and governing law.

16. Changes to These Terms

Argus may update these Terms from time to time.

When changes are material, Argus will provide notice through the Services, website, email, or other reasonable means at least 30 days before the changes take effect.

Your continued use of the Services after the effective date of updated Terms constitutes acceptance of the revised Terms. If you do not agree to the revised Terms, you may cancel your subscription before they take effect.

17. Relationship of the Parties

The parties are independent contractors.

Nothing in these Terms creates a partnership, joint venture, agency, employment relationship, fiduciary relationship, or other similar relationship between you and Argus.

Neither party has authority to bind the other party without written authorization.

18. Publicity

Neither party may use the other's trademarks, logos, trade names, or other identifying marks without prior written permission, except that Argus may identify Customer as a current or former customer in ordinary customer lists and marketing materials unless Customer has notified Argus otherwise in writing.

19. Force Majeure

Argus will not be liable for delays or failures caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, government action, embargoes, labor disruptions, telecommunications failures, power shortages, transportation disruptions, or other events beyond Argus's reasonable control.

20. Assignment

You may not assign or transfer your rights or obligations under these Terms without Argus's prior written consent.

Argus may assign these Terms in connection with a merger, acquisition, corporate reorganization, sale of substantially all of its assets, or similar transaction.

21. No Third-Party Beneficiaries

These Terms are intended solely for the benefit of you and Argus and do not create rights or remedies for any third party.

22. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

The parties intend that any invalid provision be modified to the minimum extent necessary to make it enforceable while preserving its original intent.

23. Entire Agreement

These Terms, together with the DPA, any applicable order, subscription agreement, statement of work, documentation, and other documents expressly incorporated by reference, constitute the entire agreement between you and Argus concerning the Services and supersede prior or contemporaneous agreements concerning the same subject matter. If there is a conflict, the following order of precedence applies: (a) a signed written agreement between Customer and Argus covering the Services; (b) the DPA, as to the processing of personal data, except as its liability section provides; (c) these Terms; and (d) documentation.

24. Governing Law

These Terms are governed by the laws of the State of Oklahoma, without regard to its conflict-of-law principles.

Any legal action arising out of or relating to these Terms will be subject to the exclusive jurisdiction of the state or federal courts located in Oklahoma County, Oklahoma, unless otherwise required by applicable law.

25. Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES.

26. Attorneys' Fees

To the extent permitted by applicable law, the prevailing party in an action arising out of or relating to these Terms may recover its reasonable attorneys' fees and court costs.

27. Electronic Acceptance

You may accept these Terms electronically by clicking an acceptance button, checking an acceptance box, creating an account, purchasing a subscription, accessing the Services, or otherwise indicating your agreement.

Electronic acceptance will have the same legal effect as a handwritten signature to the extent permitted by applicable law. Argus will keep a record of each acceptance, including the date and time, the version of these Terms accepted, and the identity of the person accepting.

28. Notices and Contact Information

Argus may give notices to Customer by email to the address associated with Customer's account or through the Services. Customer must give notices to Argus by email to **info@arguspbi.com**. Notices are effective when sent, except that a notice of breach or termination is effective when received.

Questions concerning these Terms or the Services may be directed to:

Argus PBI LLC

Oklahoma, United States

Email: **info@arguspbi.com**

Website: https://www.arguspbi.com/

By accessing or using the Argus PBI Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.