

ArgoMetrix Seller Intelligence Platform General Terms

Welcome to **ArgoMetrix Seller Intelligence Platform**, a suite of data analytics and any other service as defined by ArgoMetrix and You.

BY REGISTERING FOR OR USING THE SERVICE(S), YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR THE COUNTRY FOR WHICH YOU REGISTER ("YOUR ELECTED COUNTRY") FOR EACH SERVICE FOR WHICH YOU REGISTER.

As used in this Agreement, "**we**," "**us**," and "**ArgoMetrix**" means the ArgoMetrix Contracting Party or any of its affiliates, and "**you**" means the applicant (if registering as an individual), or the business employing the applicant (if registering as a business). Capitalized terms have the meanings listed in the **Definitions** below. If there is any conflict between these General Terms and the applicable Service Terms, the Service Terms will govern.

1. Enrollment.

To begin the enrollment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, Your Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. We may at any time cease providing the Services or any of them at our sole discretion and without notice.

2. Service Fee Payments; Receipt of Sales Proceeds.

Fee details are described fully in the applicable Service Terms. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. To use a Service, you must provide us with valid credit card information from a credit card acceptable by ArgoMetrix ("Your Credit Card") as well as valid bank account information for a bank account in your name that is located within Your Elected Country or any other country shown as supported by our standard functionality and enabled for your account (which functionality may be modified or discontinued by us at any time without notice) ("Your Bank Account"). You will use only a name you are authorized to use in connection with the Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from your credit card issuer, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). At ArgoMetrix' option, all payments to you will be remitted to Your Bank Account, Your Credit Card or through an Automated Clearing House ("ACH") or similar system. For any amounts you owe us, we may (a) charge Your Credit Card, (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, (c) invoice you for amounts due to us under this Agreement, in which case you will pay the invoiced amounts upon receipt, (d) reverse any credits to Your Bank Account, or (e) seek such payment or reimbursement from you by any other lawful means. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means.

If we conclude that your actions and/or performance in connection with the Agreement may result in disputes, chargebacks or other claims, then we may, in our sole discretion, charge you a fixed penalty of no less than \$250 or 5% of the disputed amount, which will be added to the balance of your

account and your account together with all ArgoMetrix Services will be suspended pending full payment of the total balance. In addition, your unpaid due balance will accrue interest at the rate of 5% per calendar month calculated and compounded at monthly intervals.

As a security measure, we may, but are not required to, impose transaction limits on some or all Clients relating to the use of ArgoMetrix Services during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with an ArgoMetrix Service or payment collection that would exceed any limit established by us for a security reason, or (ii) if we permit a Client to withdraw from a transaction because the ArgoMetrix Site or the Services are unavailable following the commencement of a transaction.

3. Term and Termination.

The term of this Agreement will start on the date of your completed registration for the Service(s) and continue until terminated by us or you as provided below (the "Term"). We may terminate or suspend this Agreement or any Service immediately by notice to you for any reason at any time. You may terminate this Agreement or any Service or the Promotion Site for any reason at any time by the means then specified by ArgoMetrix. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16 and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

4. License.

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our affiliates and operators of ArgoMetrix Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the ArgoMetrix Site or Services); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

If Your Elected Country is the United States, conditioned upon your compliance with the Trademark Usage Guidelines, ArgoMetrix grants you a non-exclusive, non-transferable, non-assignable, revocable right and license during the term of this Agreement to use the ArgoMetrix Marks solely in connection with your use of the Services for which the ArgoMetrix Marks were provided to you. You must use the ArgoMetrix Marks solely in the manner in which they were provided to you, meaning you may not change, alter, amend, vary, or modify the ArgoMetrix Marks in any way, at any time. You may not use any ArgoMetrix Mark except as expressly provided herein, and may not sublicense these rights or otherwise permit any party to use the ArgoMetrix Marks. You acknowledge that ArgoMetrix and its affiliates are the sole owners of the ArgoMetrix Marks, and you agree to do nothing inconsistent with that ownership. All goodwill arising out of your use of the ArgoMetrix Marks will inure to the sole benefit of ArgoMetrix and its affiliates. ArgoMetrix may revoke your license to any or all of the ArgoMetrix Marks at any time in its sole discretion. Upon the termination this Agreement, or termination or suspension of the Services for which any ArgoMetrix Mark was provided to you, you shall immediately cease and discontinue all further use of the ArgoMetrix Mark.

5. Representations.

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licenses and authorizations you grant hereunder; and (c) you and all of your subcontractors, agents and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

6. Indemnification.

You release us and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, and agents) against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any sales channels owned or operated by you, Your Products (including the offer, sale, fulfillment, refund, return or adjustments thereof, Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto; or (c) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer & General Release.

a. THE ARGOMETRIX SITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE ARGOMETRIX SITE AND THE SERVICES AND ARGOCENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE ARGOMETRIX SITE AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE ARGOMETRIX IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE ARGOMETRIX (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability.

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE,

BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ARGOMETRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR THREE MONTH PERIOD PAID BY YOU TO ARGOMETRIX IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

9. Insurance.

You will maintain at your expense throughout the remainder of the Term commercial general, umbrella and/or excess liability insurance with the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury. At our request, you will provide to us certificates of insurance for the coverage.

10. Tax Matters.

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes. All fees payable by you to ArgoMetrix under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, and you will be responsible for paying ArgoMetrix any of Your Taxes imposed on such fees.

11. Confidentiality.

During the course of your use of the Services, you may receive information relating to us or to the Services including, but not limited to ArgoMetrix Transaction Information, that is not known to the general public ("Confidential Information"). You agree that: (a) all Confidential Information will remain ArgoMetrix' exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party, and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

12. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties.

Except as provided in the preceding sentence, you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of ArgoMetrix, you, and relying customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You

will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Use of ArgoMetrix Transaction Information.

You will not, and will cause your affiliates not to, directly or indirectly: (a) disclose or convey any ArgoMetrix Transaction Information (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any ArgoMetrix Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product that has not yet been delivered with the intent to collect any amounts in connection therewith or to influence such Person to make an alternative purchase; (d) disparage us, our affiliates, or any of their or our respective products or services; or (e) target communications of any kind on the basis of the intended recipient being an ArgoMetrix Site user. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to ArgoMetrix Transaction Information for any purpose, even if such information is identical to ArgoMetrix Transaction Information, provided that you do not target communications on the basis of the intended recipient being an ArgoMetrix Site user.

15. Suggestions and Other Information.

If you or any of your affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to the ArgoMetrix Site or Services (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

16. Modification.

We may amend any of the terms and conditions contained in this Agreement (including the Service Terms and Program Policies) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on ArgoCentral or on the ArgoMetrix Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to ArgoCentral to understand the current Agreement and Program Policies and to be sure that the items you offer for sale can be sold via the Service. YOUR CONTINUED USE OF A SERVICE AFTER ARGOMETRIX' POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, YOU MUST TERMINATE THIS AGREEMENT AS PROVIDED ABOVE.

17. Password Security.

Any password we provide to you may be used only during the Term to access Argo Central (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

18. Miscellaneous.

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with ArgoMetrix or its affiliates or claim relating in any way to this Agreement or your use of the Services shall be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, **or, if Your Elected Country is the United States, we both consent that any such dispute or claim will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that you may assert claims in a small claims court that is a Governing Court if your claims qualify and you or we may bring suit in the Governing Courts to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to ArgoMetrix Head Quarters. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. **We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

ArgoMetrix retains the right to immediately halt any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Program Policies.

Because ArgoMetrix is not your agent for any purpose, ArgoMetrix will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your program application or within ArgoCentral, or by any other means then specified by ArgoMetrix. You may change your e-mail addresses by updating your information in ArgoCentral. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate. You must send all notices and other communications relating to ArgoMetrix to our Services Team by using the Contact Us form.

This Agreement incorporates and you hereby accept the applicable Service Terms and the applicable Program Policies, which ArgoMetrix may modify from time to time. In the event of any conflicts between the Program Policies and this Agreement, the Program Policies will prevail. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. If Your Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Dans l'hypothèse où votre Pays d'Élection est le Canada, il est de la volonté expresse des parties que le

présent contrat et/ou tous les documents qui s’y rattachent soient rédigés en Anglais.) This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

"ArgoMetrix Associated Properties" means any website or other online point of presence, other than the ArgoMetrix Site, through which the ArgoMetrix Site, and/or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

"ArgoMetrix Contracting Party" means the applicable one of the following:

- ArgoMetrix New York, LLC (if Your Elected Country is the United States),

"ArgoMetrix Marks" means all Trademarks specified in the Trademark Usage Guidelines.

"ArgoMetrix Site" means that website, the primary home page of which is identified by the applicable one of the following (and any successor or replacement of such website(s)):

- the URL www.ArgoMetrix.com and any Promotion Site that we make available from time to time (if Your Elected Country is the United States),
- the URL sip.argometrix.com

"ArgoMetrix Transaction Information" means, collectively, Order Information, and any other data or information acquired by you or your affiliates from ArgoMetrix or its affiliates, or otherwise as a result of the Agreement, the transactions contemplated hereby or the parties' performance hereunder.

"Client" – means any business or individual who has registered an account with ArgoMetrix Site

"Content" means copyrightable works under applicable Law.

"Governing Courts" means the applicable one of the following:

- the state or Federal court in city, county and state of New York

"Governing Laws" means the applicable one of the following:

- the laws of the State of New York

"Insurance Limits" means the applicable one of the following:

- One Million U.S. Dollars (\$1,000,000)

"Insurance Threshold" means the applicable one of the following:

- Ten Thousand U.S. Dollars (\$10,000) (if Your Elected Country is the United States).

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority (e.g. on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Local Currency" means the applicable one of the following:

- U.S. Dollars

"Order Information" means, with respect to any of Your Products sold through any distribution channel.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

"Program Policies" means all terms, conditions, policies, guidelines, rules and other information on the ArgoMetrix Site or on ArgoCentral, including those shown on the "Policies and Agreements" section of ArgoCentral or elsewhere in the "Help" section of ArgoCentral.

"ArgoCentral" means the online portal and tools made available by ArgoMetrix to you, for your use in managing the ArgoMetrix Services and/or your ArgoMetrix Account.

"Service" means each of the following services that ArgoMetrix makes available for Your Elected Country: ArgoTrack, ArgoMine, ArgoDynamix, ArgoConsult, and any other related services we make available.

"Service Terms" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for the applicable Service and any subsequent modifications we are permitted to make to those terms.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or any other source or business identifier, protected or protectable under any Laws.

"Your Materials" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items provided or made available by you or your affiliates to ArgoMetrix or its affiliates.

"Your Product" means any product that is included in your catalog listings for ArgoMetrix services or otherwise processed through the ArgoCentral Portal.

"Your Sales Channels" means any selling channel operated directly or indirectly by or on behalf of you (including a Web Site) that is primarily used to sell Your Products and any successor or replacement of any of the foregoing.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption and other taxes, regulatory fees, levies (specifically including environmental levies) or charges and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or its affiliates or their respective employees, agents, contractors or representatives.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through any distribution channel through which, you make a sale.

Trademark Usage Guidelines

These Trademark Usage Guidelines (these "**Guidelines**") apply to your use, in a manner that has been approved in advance by ArgoMetrix, of the following trademarks and logos that we make available to you from time to time, including as part of any content you obtain from us (each an "**ArgoMetrix Mark**" and collectively the "**ArgoMetrix Marks**"): the ArgoMetrix.com trademark and ArgoMetrix.com logo; and ArgoTrack logo; the ArgoTrack trademark and ArgoTrack logo; the ArgoMine trademark and ArgoMine logo; the ArgoDynamix trademark and ArgoDynamix logo; and ArgoConsult trademark and ArgoConsult logo, ArgoDex trademark and ArgoDex logo. As used in these Guidelines, the term "we", "us", or "ArgoMetrix" means ArgoMetrix, LLC or any of its affiliate companies, as the case may be, and "you" means the person or entity using an ArgoMetrix Mark. Strict compliance with these Guidelines is required at all times, and any use of an ArgoMetrix Mark in violation of these Guidelines will automatically terminate any license related to your use of the ArgoMetrix Marks.

1. You may use the ArgoMetrix Marks solely for the purpose expressly authorized by ArgoMetrix in writing and your use must: (i) comply with the most up-to-date version of these Guidelines; and (ii) comply with any other terms, conditions, or policies that ArgoMetrix may issue from time to time that apply to the use of the ArgoMetrix Marks.
2. We will supply an approved ArgoMetrix Mark image for you to use. You may not alter that ArgoMetrix Mark in any manner, including but not limited to, changing the proportion, color, or font of that ArgoMetrix Mark, or adding or removing any element(s) to or from that ArgoMetrix Mark.
3. You may not use any ArgoMetrix Mark in any manner that implies sponsorship or endorsement by ArgoMetrix other than by using that ArgoMetrix Mark as specifically authorized in writing by ArgoMetrix.
4. You may not use any ArgoMetrix Mark to disparage ArgoMetrix, its products or services, or in a manner which, in ArgoMetrix' sole discretion, may diminish or otherwise damage or tarnish ArgoMetrix or ArgoMetrix' goodwill in that ArgoMetrix Mark.
5. An ArgoMetrix Mark must appear by itself, with reasonable spacing between each side of that ArgoMetrix Mark and other visual, graphic or textual elements. Under no circumstance should an ArgoMetrix Mark be placed on any background which interferes with the readability or display of that ArgoMetrix Mark.
6. You may include the following statement in and on any materials that display an ArgoMetrix Mark (written or electronic): "ArgoMetrix' trademarks are used under license from *ArgoMetrix.com.*"

7. You acknowledge that all rights to the ArgoMetrix Marks are the exclusive property of ArgoMetrix, and all goodwill generated through your use of the ArgoMetrix Marks will inure solely to the benefit of ArgoMetrix. You will not take any action that is in conflict with ArgoMetrix' rights in, or ownership of, the ArgoMetrix Marks.

ArgoMetrix reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved ArgoMetrix Marks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines.