

# End User License Agreement



This End User License Agreement ("EULA" or "Agreement") establishes a legal contract between the individual accepting these terms on behalf of a company or other legal entity ("Customer" or "you") and Arceo Labs, Inc. ("Arceo").

You represent and warrant that you are authorized to enter into this EULA on behalf of Customer and that, in so doing, you are not in violation of the terms and conditions of any contract or other agreement.

By proceeding with the use of the Arceo Internal Security Assessment Tool, You are agreeing to be bound by the terms of this Agreement.

## **1. Authorizations**

- A. Acting on behalf of Customer:
  - i. You accept and agree to be bound to the terms and conditions of this Agreement by clicking on the "Accept and Continue" button above. You must agree to all the terms and conditions in this Agreement before you will be allowed to utilize the Arceo Internal Security Assessment Tool ("Arceo Assessment Tool"). If you do not agree to all the Terms and Conditions in this agreement or if Customer does not agree or cannot comply with these Terms and Conditions, you must select "Decline," and you must not use the Arceo Internal Security Assessment Tool.
  - ii. You authorize the use of the Microsoft Office 365 Secure Score API ("O365 API") to collect data (specifically usage reports and user profiles) from Customer's Office 365 Active Directory instance ("Customer Data"), and you further authorize Customer Data to be shared with Arceo for the purposes outlined in Section 3, infra.

## **2. Restrictions on Use**

- A. You may not, and you agree not to, or to enable others to, copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Arceo Assessment Tool, or any part thereof.
- B. Your rights under this Agreement will terminate automatically without notice from Arceo if you fail to comply with any term(s) of this Agreement.

## **3. Consent to Use of Data**

- A. As a condition of entering into this Agreement, Customer hereby expressly consents to the collection, use, and transfer of Customer Data as described in this Section.
- B. Customer authorizes Arceo to use Customer Data for the purpose of conducting a security assessment of Customer's computer network ("Security Assessment"). Customer further authorizes Arceo to share the Security Assessment with the broker or carrier that may be seeking to sell or underwrite an insurance policy for Customer.
- C. Customer also authorizes Arceo to use Customer Data for internal research and development purposes and to transfer anonymized/unattributed Customer Data to Arceo vendors, service providers, and other partners who provide support services to Arceo.

## **4. Disclaimer of Warranties**

- A. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE ARCEO ASSESSMENT TOOL IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ARCEO ASSESSMENT TOOL IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ARCEO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ARCEO ASSESSMENT TOOL, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- B. ARCEO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE ARCEO ASSESSMENT TOOL, THAT THE FUNCTIONS CONTAINED IN THE ARCEO ASSESSMENT TOOL WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE ARCEO ASSESSMENT TOOL WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE ARCEO ASSESSMENT TOOL WILL BE CORRECTED.

- C. YOU FURTHER ACKNOWLEDGE THAT THE ARCEO ASSESSMENT TOOL AND RELATED SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA, OR INFORMATION PROVIDED BY, THE ARCEO ASSESSMENT TOOL OR RELATED SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARCEO OR AN ARCEO AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

## 5. **Limitation of Liability**

- A. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ARCEO BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE ARCEO ASSESSMENT TOOL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ARCEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.
- B. In no event shall Arceo's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## 6. **Termination**

- A. This Agreement is effective until terminated. Your rights under this License will terminate automatically without notice from Arceo if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Arceo Assessment Tool.
- B. Sections 3, 4, 5, and 7 of this Agreement shall survive any such termination.

## 7. **Miscellaneous**

- A. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- B. **Independent Contractors.** The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. There are no third-party beneficiaries under this Agreement.
- C. **Severability.** If a court of competent jurisdiction adjudges any provision of this Agreement to be invalid or unenforceable, the parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- D. **Waiver.** All waivers must be in writing. A party's consent to, or waiver of, enforcement of this Agreement on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion.
- E. **Complete Agreement.** This Agreement represents the entire agreement of the parties and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any effective amendment of this Agreement must be in writing and signed by both parties.

## **Contacting Us**

If you have any questions about this Privacy Notice or our privacy practices, please contact us at: [privacy@resilienceinsurance.com](mailto:privacy@resilienceinsurance.com)