

3.1.1. PRONTO CONSULTING, LLC shall: (a) provide to Customer basic support for the Platform as defined below in Section 3.1.2 (“Support”); (b) use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PRONTO CONSULTING, LLC shall give at least five (5) business days notice via the Platform or PRONTO CONSULTING, LLC’s current support policy, as described in Schedule B, and which PRONTO CONSULTING, LLC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 3:00 a.m. Eastern time Monday) and (ii) any unavailability caused by circumstances beyond PRONTO CONSULTING, LLC’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving PRONTO CONSULTING, LLC’s employees), or Internet service provider failures or delays; and (c) provide the Platform only in accordance with applicable laws and government regulations.

3.1.2 PRONTO CONSULTING, LLC shall provide to Customer’s Admin Users the level of Support specified in this Agreement. PRONTO CONSULTING, LLC will provide such Support under PRONTO CONSULTING, LLC’s customer support policies for the Platform in effect generally for Pronto Consulting, LLC’s purchasers of the Platform as applicable at the time the Support services are rendered. The current version of the Support policy for the Platform can be found in the Platform on the Support tab. The customer support policy for the Platform, incorporated in this Agreement, is subject to change at PRONTO CONSULTING, LLC’s discretion upon thirty (30) days prior written notice to Customer. However, PRONTO CONSULTING, LLC will not materially reduce the level of Support provided for the Platform during a Subscription Term for which subscription fees specified in Schedule A are payable under this Agreement.

3.2. Customer’s Responsibilities. Customer shall (a) be responsible for Users’ compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer’s Data and of the means by which Customer acquired and uses Customer’s Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PRONTO CONSULTING, LLC promptly of any such unauthorized access or use, and (d) use the Platform only in accordance with the User Guide and applicable laws and government regulations. Customer shall not knowingly (i) make the Platform available to anyone other than Users, (ii) sell, resell, rent, or lease the Platform, (iii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or data protection rights, (iv) use the Platform to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein, or (vi) attempt to gain unauthorized access to the Platform or its related systems or networks.

3.3 Acceptable Use. Customer acknowledge and agree that PRONTO CONSULTING, LLC does not monitor or police the content of communications or data of Customer or Customer’s Users uploaded in or transmitted through the Platform, and that PRONTO CONSULTING, LLC shall not be responsible for the content of any such communications or transmissions. Customer shall use the Platform exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to knowingly load into the Platform any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy, publicity, or data protection; or (d) otherwise violates any applicable law (including, without limitation, the laws and regulations governing unfair competition).