

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement.

7.3. Protection of Customer's Data. Without limiting the above, PRONTO CONSULTING, LLC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Data. Except as otherwise expressly provided in this Agreement, PRONTO CONSULTING, LLC shall not (a) modify Customer's Data, (b) disclose Customer's Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by Customer, or (c) access Customer's Data except to provide the Platform, to exercise the rights under Section 6.3 (Ownership of Customer's Data), or to prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. PRONTO CONSULTING, LLC's Warranties. Except as specified in Section 8.4, PRONTO CONSULTING, LLC warrants that the Platform shall perform materially in accordance with the User Guide and the functionality of the Platform will not be materially decreased during a Subscription Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that (a) it has the legal power to enter into this Agreement and (b) it will not knowingly transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY AND THEIR LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Customer acknowledges that