

PRONTO CONSULTING, LLC reserves the right to delete, move, or edit any of Customer's Data that PRONTO CONSULTING, LLC may determine, in PRONTO CONSULTING, LLC's sole but reasonable discretion, violates this Agreement.

3.4. Usage Limitations. The Platform may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls Customer is permitted to make against PRONTO CONSULTING, LLC's application programming interface. Any such limitations are specified in the User Guide and are applicable generally to subscribers of the Platform.

4. THIRD-PARTY PROVIDERS AND OEM PRODUCTS

4.1. Acquisition of Third-Party Products and Services. Any acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization, and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. PRONTO CONSULTING, LLC does not warrant or support third-party products or services, whether or not they are designated by PRONTO CONSULTING, LLC as "certified" or otherwise, except as specified in Schedule A. No purchase of third-party products or services is required to use the Platform.

4.2. Third-Party Applications and Customer's Data. If Customer installs or enables third-party components, whether Third-Party Applications or OEM Products, for use with the Platform, Customer acknowledges that PRONTO CONSULTING, LLC may allow providers of those products to access Customer's Data, to the extent not prohibited by applicable law, rule, or regulation, as required for the interoperation of such products with the Platform. PRONTO CONSULTING, LLC shall not be responsible for any disclosure, modification, or deletion of Customer's Data resulting from any such access by Third-Party Application providers or OEM Product providers.

4.3. OEM Products. Customer acknowledges that the OEM Products are proprietary products and materials of PRONTO CONSULTING, LLC's suppliers as identified in Schedule A, which are obtained under a license from such suppliers. Customer's use of any OEM Products shall be subject to, and Customer shall (a) comply with this Agreement and any applicable license agreement for OEM Products that is attached as an exhibit to this Agreement or otherwise provided to Customer in conjunction with an OEM Product ("OEM License"), (b) only use the OEM Products in conjunction with the Platform, (c) have no broader use rights with respect to the OEM Products than Customer has to the Platform in the form provided by PRONTO CONSULTING, LLC and as described in the User Guide, and (d) only have such rights to OEM Products for the applicable Subscription Term(s). In the event of a conflict between an OEM License and this Agreement, the terms of the OEM License shall prevail with respect to the applicable OEM Product. Notwithstanding anything herein to the contrary, PRONTO CONSULTING, LLC makes no warranty with respect to any OEM Products provided under this Agreement. Customer's sole remedy with respect to such OEM Products shall be pursuant to the original licensor's warranty, if any, to Customer, to the extent permitted by the original licensor or to Pronto Consulting, LLC which licensor's warranty it assigns to Customer. PRONTO CONSULTING, LLC may add and/or substitute equivalent product or service for any OEM Products in the event of unavailability or changes of Platform requirements.

5. FEES AND PAYMENT