

hereunder other than as expressly set forth herein.

6.2. Restrictions. Customer shall not knowingly (a) permit any third party to access the Platform except as permitted herein or in Schedule A, (b) create derivative works based on the Platform, (c) copy, frame, or mirror any part or content of the Platform, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (d) reverse engineer the Platform, or (e) access the Platform in order to (i) build a competitive product or service or (ii) copy any features, function, or graphics of the Platform.

6.3. Ownership of Customer's Data. As between PRONTO CONSULTING, LLC and Customer, Customer exclusively owns all rights, title, and interest in and to Customer's Data. Customer grants PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's contractors a limited, personal, transferable, non-exclusive license to use Customer's Data, to the extent permitted by applicable law, rules, and regulations, for the sole purpose, and solely as required, to provide the Platform, including reports, analytics, and other summary data, to Customer and other subscribers to the Platform (provided, however, that no personally identifiable information of Customer's customers will be shared by PRONTO CONSULTING, LLC with any party other than Customer, Customer's Affiliates and Users). Customer represents and warrants that it has obtained and will maintain all consents required by applicable law, rules and regulations necessary for the storage, transmission, and use of Customer's Data as described in this Agreement.

6.4. Enhancement Requests. PRONTO CONSULTING, LLC and PRONTO CONSULTING, LLC's licensors shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any enhancement requests provided by Customer, including Users, relating to the operation of the Platform.

6.5. [Intentionally Left Blank]

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Customer's Data; PRONTO CONSULTING, LLC's Confidential Information shall include the Platform, the User Guide, and the terms and conditions of this Agreement and Schedule A; and Confidential Information of each party shall include its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party to the other. However, Confidential Information (other than Customer's Data) shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party.