

"Subscription Term" means the period of time from the start date to the end date specified in Schedule A for each subscription purchased thereunder. Each renewal of a subscription, whether automatic or in writing, shall constitute a new Subscription Term for that subscription.

"Third-Party Applications" means online, Web- accessible applications and offline software products that are provided to Customer by third parties and that interoperate with the Platform.

"User Guide" means the online user guide for the Platform, accessible via the Platform, as updated from time to time.

"Users" means individuals who are authorized to use the Platform, for whom subscriptions to the Platform have been purchased under this Agreement, who are located in the United States or its territories, and who have been supplied user identifications and passwords by Customer (or by PRONTO CONSULTING, LLC at Customer's request for use of the Platform). Each User must be an employee of Customer and may not be any other person or entity without the prior express written consent of PRONTO CONSULTING, LLC. "Admin Users" are a particular type of User, with administrative rights to use the Platform.

2. PLATFORM

2.1. Provision of Platform. Subject to Customer's compliance with this Agreement and timely payment of all applicable fees due under this Agreement, PRONTO CONSULTING, LLC shall make the Platform available to Customer pursuant to this Agreement and Schedule A during each Subscription Term for Customer's use in the United States and its territories in conformance with this Agreement. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by PRONTO CONSULTING, LLC regarding future functionality or features.

2.2 User Subscriptions. Unless otherwise specified in Schedule A, (a) the Platform is provided through User subscriptions and may be accessed by no more than the number of Users specified in Schedule A, (b) additional User subscriptions may be purchased under an addendum to Schedule A during the Subscription Term at the pricing as defined in such addendum, prorated for the remainder of the Subscription Term in effect at the time the additional User subscriptions are added, and (c) the added User subscriptions shall terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Platform.

2.3 Customer's Affiliates. Customer's Affiliates, located in the United States and its territories, may utilize the Platform and User subscriptions, subject to the terms of this Agreement. Customer, however, shall remain responsible for such Affiliates' compliance with the terms of this Agreement and warrants that Customer has the authority to bind its Affiliates to the terms of this Agreement.

3. USE OF THE PLATFORM

3.1 PRONTO CONSULTING, LLC's Responsibilities.