

5.1. User Fees. Customer shall pay all fees specified in Schedule A. Except as otherwise specified herein or in Schedule A, (a) fees are quoted and payable in United States dollars, (b) fees are based on subscriptions purchased and not actual usage, (c) payment obligations otherwise due under this Agreement are non-cancelable and fees paid otherwise due under this Agreement are non-refundable, and (d) the subscriptions purchased cannot be decreased during the relevant Subscription Term.

5.2. Invoicing and Payment. PRONTO CONSULTING, LLC will invoice Customer in advance and otherwise in accordance with Schedule A. Unless otherwise stated in Schedule A, invoiced charges are due net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with PRONTO CONSULTING, LLC.

5.3. Overdue Charges. If any charges otherwise due under this Agreement are not received by PRONTO CONSULTING, LLC from Customer within thirty (30) days after the due date therefor, then at PRONTO CONSULTING, LLC's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) PRONTO CONSULTING, LLC may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by Customer under this agreement for PRONTO CONSULTING, LLC's services is sixty (60) or more days overdue, PRONTO CONSULTING, LLC may, without limiting PRONTO CONSULTING, LLC's other rights and remedies, upon prior written notice to Customer suspend all access to the Platform until such amounts are paid in full.

5.5. Payment Disputes. PRONTO CONSULTING, LLC shall not exercise PRONTO CONSULTING, LLC's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and Customer and Pronto Consulting, LLC are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, PRONTO CONSULTING, LLC's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If PRONTO CONSULTING, LLC has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides PRONTO CONSULTING, LLC with a valid tax exemption certificate authorized by the appropriate taxing authority. Provided, however, and for clarity, PRONTO CONSULTING, LLC is solely responsible for taxes assessable against PRONTO CONSULTING, LLC based on PRONTO CONSULTING, LLC's income, property, and employees.

## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder to Customer, PRONTO CONSULTING, LLC, and PRONTO CONSULTING, LLC's licensors, reserve all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to Customer