

PRONTO CONSULTING, LLC does not control the transfer of data over telecommunications facilities, including the internet. PRONTO CONSULTING, LLC does not warrant secure operation of the Platform or that PRONTO CONSULTING, LLC will be able to prevent third-party disruptions of the Platform. Customer acknowledges further that the Platform may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. PRONTO CONSULTING, LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

8.4 OEM Products. Warranties applying to the OEM Products, if any, are made solely by the third-party owner of such OEM Product and are limited to those offered by the applicable third-party owner of the OEM Product to Customer in the applicable OEM License, if any. PRONTO CONSULTING, LLC MAKES NO WARRANTIES WITH RESPECT TO SUCH PRODUCTS.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by PRONTO CONSULTING, LLC. PRONTO CONSULTING, LLC shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Platform as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party or violates applicable law (for purposes of this Section 9.1, "Claim against Customer"), and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim against Customer that is specifically attributable to such Claim against Customer, or those costs and damages agreed to in a monetary settlement of such Claim against Customer; provided, that Customer (a) promptly gives PRONTO CONSULTING, LLC written notice of the Claim against Customer; (b) gives PRONTO CONSULTING, LLC sole control of the defense and settlement of the Claim against Customer (provided that PRONTO CONSULTING, LLC may not settle any Claim against Customer unless the settlement unconditionally releases Customer of all liability for the Claim against Customer); and (c) provides to PRONTO CONSULTING, LLC all reasonable assistance, at PRONTO CONSULTING, LLC's expense. Without limiting the foregoing, if the Platform becomes, or in PRONTO CONSULTING, LLC's opinion is likely to become, the subject of a Claim against Customer, PRONTO CONSULTING, LLC may, at PRONTO CONSULTING, LLC's option and expense, either (x) procure for Customer the right to continue lawfully using the allegedly infringing or misappropriated materials without any material loss or change in functionality; (y) replace or modify the same so that they become non-infringing without any material loss or change in functionality; or (z) terminate Customer's right to use all or part of the Platform and give Customer a refund or credit (at PRONTO CONSULTING, LLC's discretion) for the fees actually paid by Customer to PRONTO CONSULTING, LLC for the prior twelve-month period for the relevant subscriptions as of the date of termination, less a reasonable allowance for the period of time Customer actually used the Platform. Notwithstanding the foregoing, PRONTO CONSULTING, LLC will have no obligation of defense or indemnification or otherwise to the extent any claim or demand is based upon (1) any use of the Platform not in accordance with this Agreement and the User Guide; (2) an OEM Product or a Third-Party Application, (3) any modification of the Platform made by or content provided by Customer without PRONTO CONSULTING, LLC's prior written consent; (4) Customer's continued allegedly infringing activity after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

9.2. Indemnification by Customer. Customer shall defend PRONTO CONSULTING, LLC against any claim,