

11.2. Term of Subscriptions. Subscriptions purchased by Customer commence on the start date specified in Schedule A and continue for the Subscription Term specified therein. Except as otherwise specified in Schedule A, all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), provided, however, either party may terminate this Agreement and Subscriptions for convenience upon thirty (30) prior written notice to the other party.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, PRONTO CONSULTING, LLC shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination for cause by PRONTO CONSULTING, LLC, Customer shall pay any unpaid fees covering the Subscription Term through the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees otherwise payable under this Agreement to PRONTO CONSULTING, LLC for the period prior to the effective date of termination.

11.5. Return of Customer's Data. Upon request by Customer made within sixty (60) days after the effective date of termination of this Agreement, PRONTO CONSULTING, LLC will make available to Customer for download a file of Customer's Data in comma separated value (.csv) or Microsoft Excel (.xls) format along with attachments in their native format. After such 60-day period, PRONTO CONSULTING, LLC shall have no obligation to maintain or provide any of Customer's Data and shall thereafter, unless legally prohibited, delete all of Customer's Data in PRONTO CONSULTING, LLC's systems or otherwise in PRONTO CONSULTING, LLC's possession or under PRONTO CONSULTING, LLC's control (subject to the ongoing rights under Section 6).

11.6. Surviving Provisions. Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8.1 (Pronto Consulting, LLC's Warranties), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Customer's Data), and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States in providing and using the Platform. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (b) Customer shall not knowingly permit Users to access or use the Platform in violation of any U.S. export embargo, prohibition, or restriction.

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the

