



1) PARTIES: Pronto Progress Incorporated a Wisconsin C Corporation (PRONTO) and «Company» (CUSTOMER) have entered into this GoForward(SM) subscription (AGREEMENT).

2) DEFINITIONS:

- a. Information technology related topics which include how-to, configuration, implementation, procedures, design, planning, analysis, patches, fixes, programming, testing, installation, conversion, documentation, training, network, ERP support, or other software support (IT)
- b. PRONTO professional services (PS)
- c. Customer initiated request for support and/or PS (OPPORTUNITY)
- d. PRONTO “service righter” who responds to an OPPORTUNITY (SR)
- e. Response(s) by PRONTO to an OPPORTUNITY as documented in a solution statement (SS) which describes a plan, expected benefit(s), action(s), deliverable(s), timeline and PS cost that would satisfy the CUSTOMER’s OPPORTUNITY (SS). Any OPPORTUNITY where the SR can implement a fix rather than write an SS; will be applied to the monthly subscription as a DIY.
- f. CUSTOMER performs all the work in response to an SS (DIY)
- g. Cost to the CUSTOMER of PS involved in implementing SS (QUOTE)
- h. Objective(s) executive management of CUSTOMER may/could hope to achieve by doing this OPPORTUNITY. This could be conjectured benefits by PRONTO, if executive(s) are not involved in a particular SS. (BENEFIT)
- i. Third party CUSTOMER support agreement(s), if any (SUPPORT)
- j. Items PRONTO is going to do for CUSTOMER. (DELIVERABLE)

3) SUBSCRIPTION COST: CUSTOMER agrees to pay PRONTO \$495 per month, in advance by the 1st of each month. CUSTOMER is thereby entitled to present up to three (3) OPPORTUNITY(IES) to SR by phone during normal business hours or by email for the month. In exchange, SR will provide, at no additional charge, SS document(s) to CUSTOMER within the limits laid out later in this document.

- a. CUSTOMER need not remain on the phone.
- b. CUSTOMER may include as many constraints on the OPPORTUNITY as they see fit.
- c. CUSTOMER may be asked for additional information and agrees to provide information.
- d. SR may create multiple SS documents in response to an OPPORTUNITY if OPPORTUNITY is complex or involves a considerable PS QUOTE(s) or contingencies.



- e. If the SR believes an acceptable SS cannot be written, SR will advise the CUSTOMER of such and the reason(s). This shall not count against subscription limit of three (3) OPPORTUNITIS for the month. CUSTOMER could amend their OPPORTUNITY and resubmit.
 - f. CUSTOMER agrees to provide sufficient BENEFIT(s).
 - g. If CUSTOMER engages PS to implement an SS, that SS shall not count against the CUSTOMER subscription limit of three (3) OPPORTUNITIS for the month.
 - h. If, during the investigation by the SR, the OPPORTUNITY can be simply fixed and/or answered, the SR will fix it and report this to the CUSTOMER. This will count against the limit of three (3) SS for the month. Furthermore, the CUSTOMER will not be invoiced for the fix and/or answer.
 - i. PRONTO will provide up to three (3) SS per month where the CUSTOMER did not engage PS or; SR simply fixed the OPPORTUNITY; or CUSTOMER was able to implement DIY or; CUSTOMER decided to not execute the SS for any reason.
 - j. PRONTO may provide more than three (3) SS per month at PRONTO's sole discretion.
 - k. All SS are good for 30 calendar days from the date of the SS.
- 4) PREPAYMENT for SS: CUSTOMER agrees to pay for SS QUOTE before any work on SS by PS.
- 5) CANCELLATION: CUSTOMER or PRONTO may cancel this AGREEMENT with notice and cancellation shall be effective immediately. PRONTO will refund, pro-rata, any unused SS for the current month. The subscription fee is not refundable. Notice of cancellation is by email or mail to the other party.
- 6) TRAVEL: Unless otherwise agreed to in writing, all expenses incurred by PRONTO related to SS are included in the SS. SR may, at their sole discretion, travel in the completion of an SS. CUSTOMER, in their sole discretion, may agree to pay travel expenses related to an SS.
- 7) ACCESS: CUSTOMER agrees to provide secure remote access to their system(s) for the purposes of creating an SS. CUSTOMER agrees access shall be easy to use and available at all times to SR and those PRONTO personnel involved in completing a SS.
- 8) LICENSE(S) and SUPPORT: CUSTOMER agrees to pay all license fees for third party software, IT infrastructure, hardware and their own personnel costs or labor involved in implementation of any SS.
- 9) CUSTOMER agrees to provide PRONTO with a vanity email suitable for contacting CUSTOMER SUPPORT on CUSTOMER behalf.



10) CUSTOMER acknowledges that any SS referring to a license of third-party software, or hardware, or SUPPORT other than PS is not subject to PS/SS moneyback guarantee(s).

11) REFUND: Provided this AGREEMENT has not been cancelled, CUSTOMER may, within 30 calendar days of installation of a particular SS DELIVERABLE(s), demand a full refund of a SS QUOTE and PRONTO shall provide the refund without offset. CUSTOMER agrees to remove all of the DELIVERABLE(s) upon demand of the refund. CUSTOMER agrees that this is the only remedy and recourse of CUSTOMER in regards to a particular SS.

12) CONFIDENTIALITY: CUSTOMER and PRONTO agree to protect and preserve the business or trade secrets of the other party to the extent that no clearly confidential information shall be disclosed to third parties. PRONTO agrees to abide by any and all non-disclosure agreement(s) otherwise executed by PRONTO and CUSTOMER.

13) NON-SOLICITATION: PRONTO employees are prohibited by a written Non-Compete Agreement from accepting employment or work with or from CUSTOMER directly or indirectly through a third party. CUSTOMER agrees that it shall not during this AGREEMENT, and for ten (10) months after the cancellation of this AGREEMENT, directly or indirectly, either for itself or for any other person, firm, or corporation, call upon, solicit, divert, take away, hire or cause to be hired any employee or former employee of PRONTO. In similar fashion, PRONTO will not hire CUSTOMER employees. In the event PRONTO or CUSTOMER violate this paragraph the party that violated the paragraph hereby agrees and contracts to immediately pay the other party the sum of fifty (50%) percent of that employee's last annualized wages by way of and as liquidated damages to this AGREEMENT. CUSTOMER hereby agrees that PRONTO employee may also be legally responsible for additional damages and sanctions pursuant to the terms of Employee's Non-Compete Agreement with PRONTO and CUSTOMER agrees not to interfere with these agreement(s).

14) NO WARRANTY: PRONTO will make every effort to provide suitable SS for CUSTOMER. PRONTO warrants and represents that all work and service shall be original work and shall not

violate the patents, trademark, service mark, trade secrets or other intellectual, confidential or private information of any other person, entity or third party.

PRONTO MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.



GoForward(sm) Subscription Agreement

15) GOVERNING LAW: This AGREEMENT shall be exclusively governed by and construed under the procedural and substantive Laws of the State of Wisconsin unless CUSTOMER is located in Illinois, Florida or California in which case the laws of the state the CUSTOMER is located in shall apply. Furthermore, the parties to this AGREEMENT acknowledge and contract that in the event of a default under this AGREEMENT or a dispute involving this AGREEMENT in any fashion, including, but not limited to an action for the enforcement of any terms of this AGREEMENT, Jurisdiction and Venue for any legal action taken by either party shall be in the Circuit Courts for the County of Waukesha, State of Wisconsin or in the county wherein PRONTO offices are located.

16) Time is of the essence as to all obligations hereunder.