

Visual Lease Business Terms and Conditions (Updated 10-30-19)

1. **ESTABLISHMENT OF CUSTOMER ACCOUNT.** VLC shall establish a Visual Lease Customer database (a "Customer Account") for purposes of housing Company information ("Company Data"). Company exclusively owns all right, title and interest in and to all Company Data. VLC shall configure the Customer Account to meet the Company's reasonable requirements within the framework provided by Visual Lease.
2. **SERVICE SCOPE AND FEES.** The scope of work for the Service Plan selected, along with any Additional Features or Supplemental Services included under this Agreement, is as set forth in the Order Form. For purposes of record limitations, a "Record" is a single record within the Customer Account. Typically each location will utilize a single Record, subleases usually utilize separate Records and pieces of equipment might or might not utilize separate Records, depending on how Company chooses to manage its information. Active Records can have the status of Active, Pending or Expired (changeable by Company at any time). Records also can be put into Archived status, but Archived records cannot be included in any reports. There is no limit to Archived Records. In no event shall Company be owed a refund or credit if Record counts drop below the amounts set forth on the Order Form. Unless otherwise noted, any additions to the original Order Form, including increased Record counts, shall be billed separately at then-current posted pricing.
3. **IMPLEMENTATION.** Implementation includes the services set forth on the Order Form and must be used within 120 days from the date of purchase. Additional online post-Implementation services are billed separately at then-current rates. As of the date hereof rates are \$200 per hour for online training, \$275 per hour for onsite training and \$275 per hour for additional engineering/configuration work ("Engineering Rate"). Initial setup of additional Customer Accounts for the same company are \$2,500 per Account.
4. **TECHNICAL SUPPORT.** Online technical support is available at no additional charge by clicking on the Support link in Visual Lease. Excessive support requests (more than five (5) per month) or additional telephonic support, when requested by Company, will be billed at VLC's then-current Training rate.
5. **ACCOUNT ACCESS.** VLC shall supply the Company with access to the Customer Account via the Internet. VLC shall use commercially reasonable efforts to make the System available 24 hours a day, 7 days a week, except for planned downtime (of which VLC shall give, to the extent practicable, at least 8 hours' notice via email and which VLC shall schedule after regular business hours starting at 5:00 p.m. Pacific time) or unavailability caused by circumstances beyond VLC's reasonable control.
6. **ADMINISTRATIVE ACCESS.** VLC shall provide the Company with access to the administrative functions of Visual Lease via a separate web login so that the Company can make modifications to the Customer Account structure and/or drop-down lists as such functions allow. VLC shall set up the Initial System Administrator designated on the Order Form with such access, and the Company authorizes such person to add, modify and/or remove users and their permissions.
7. **DATA.** If applicable, VLC agrees to import the Company's information via standard VLC import worksheets from Company's existing lease management system to Visual Lease ("Data Import") during the Implementation. Company is responsible for populating the standard VLC import worksheets. In the event additional data import services are requested after the initial data import, such as a reloading of the data or the importing of additional data, invoices for such additional services will be rendered on a monthly basis at VLC's then current Engineering Rate, and shall be due upon presentation.
8. **STANDARD ACCOUNTING/GL EXPORTS.** At Company's request, VLC shall activate standard General Ledger and/or Accounts Payable exports that Company can manage and manipulate to import into their respective third party accounting system(s), free of charge. Each one-way export shall be referred to as a "Standard Export". Each Standard Export shall be configured as per VLC's standard accounting feed or standard GL export format, as appropriate. Non-Standard Exports will be subject to separate pricing and separate written agreement. Once VLC completes a Standard Export, further changes shall be billable to Company at VLC's normal hourly Engineering Rate.
9. **PAYMENT TERMS.** The first-year's Subscription Fee, One-Time Implementation Fee, Data Import Fee and One-Time Customer Accounting Export Fee, if applicable, are due upon execution of this Agreement unless otherwise noted on the Order Form. The remaining yearly Subscription Fees shall be due on each annual anniversary of the Start Date, as noted on the Order Form. All other invoices are due within thirty (30) days of presentation of an invoice therefor, unless otherwise noted on the Order Form. Implementation, Data Import, and Customer Accounting Export Fees are nonrefundable. Should Company utilize VLC or a third party for abstracting services or other supplemental services per separate agreement, the Start Date for fees due under this Agreement shall neither change nor be based on completion of said additional services. If any amount owed under this Subscription Agreement or any other agreement between VLC and Company is 30 or more calendar days overdue, VLC may, upon ten (10) days written notice to Company, suspend access to the Customer Account and any applicable Company Data until such amount is paid in full. Company shall also reimburse VLC for any pre-approved travel, meal and lodging expenses for any requested on-site services. VLC'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 and the Company acknowledges that it is responsible for paying the same. All amounts herein are in United States dollars.
10. **TERM AND TERMINATION.** The Initial Term of this Agreement is as set forth on the Order Form. Upon expiration of the Initial Term, this Agreement shall then automatically renew at then-current rates for one (1) year periods absent written notice of cancellation by either party received at least ninety (90) days prior to the end of the then-current term. Either party may terminate this Agreement immediately for cause upon written notice if the other party: (i) commits a fraudulent act against the other party, (ii) commits a material breach of its confidentiality, privacy and/or security obligations under this Agreement, (iii) fails to pay any amount due under this Agreement upon thirty (30) days written notice that the amount is overdue or (iv) becomes insolvent, or generally unable to pay its debts as they become due, or becomes the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors. In the event Company terminates this Agreement for cause, it shall be entitled to a pro-rated refund of any pre-paid Subscription Fees through the effective date of termination. In the event of any termination, VLC shall stop all ongoing work unless otherwise instructed and all fees for Supplemental Services or other Services performed up to the effective date of termination shall become immediately due and payable by Company.
11. Company may download Company Data at any time unless access to the Services has been suspended as expressly permitted herein. In addition, Company may have access to the Customer Account for a period of up to sixty (60) days following the expiration or termination (except for a termination due to Company's nonpayment of fees) of this Subscription Agreement (the "Data Access Period") in order to allow Company to extract its data in a .csv or equivalent flat file format. Following the Data Access Period, the Company will no longer use nor have access to the applicable Services, and it acknowledges that VLC shall have the right to delete the Customer Accounts and Company Data without liability.
12. **ADDITIONAL TERMS FOR IMPLEMENTATION, DATA IMPORT, DATA MIGRATION, ACCOUNTING/GL EXPORTS, ENGINEERING, TECHNICAL SUPPORT, TRAINING & OTHER SERVICES (THE "SUPPLEMENTAL SERVICES").** Company acknowledges and agrees that although VLC's staff may include attorneys, accountants, engineers and other licensed professionals, the Supplemental Services being rendered hereunder are consulting in nature and are not legal, accounting or other professional services. While VLC takes every reasonable effort to ensure that the information provided through the Supplemental Services is reliable, no guarantee or warranty is given as to its accuracy, completeness, usefulness, or adequacy. VLC and its employees accept no liability for any direct or indirect damages whatsoever suffered by any entity or person (including third parties) acting, relying or refraining from acting wholly or partially upon the information provided via the Supplemental Services, or for any error or omission, inaccuracies or inconsistencies presented in any migrated, imported, inputted, or bookmarked data. Company shall have thirty (30) days after delivery of any Supplemental Services to Company to notify VLC of any errors in the Supplemental Services. Should Company notify VLC of any errors, VLC agrees to correct same to Company's reasonable satisfaction at no additional charge to Company, after which VLC shall have no further obligations with respect thereto. Notwithstanding the foregoing, Company shall be responsible for correcting any Data Import errors caused by Company. Company agrees that it is responsible for its own systems, networks and Internet access and agrees that any decision Company makes regarding its properties shall be based on the source legal documents and not on any extracts, abstracts, reports, advice, or correspondence provided by VLC. Except as expressly provided herein, the warranties set forth herein are your exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and warranties of title.