

Client Access Site Terms of Use

Updated June 18, 2020

Welcome to Visual Lease

Visual Lease (“Visual Lease” or “the Software”) is an online, web-based lease and contract administration application that is provided by Visual Lease LLC (“VLC,” “we” or “us”). Visual Lease can be accessed at <https://login.visuallease.com> and/or at other websites as we may designate from time to time (each, a “VLC Site”). “Services” means the Software and such other products and services that are made available by us from time to time in connection with its use.

These Terms of Use create an enforceable contract (the “Agreement”) that governs your use of the VLC Sites, the Software and all Content and Services available via the VLC Sites. All Users must agree to this Agreement before using the Services. By clicking on the “I Agree” button and/or by accessing and using the Services, you acknowledge that you have read, understood and agree to be legally bound by these Terms of Use, and that you are an authorized subscriber of the Services. If you are acting on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms of Use, in which case the terms “you” or “your” shall refer to such entity and its Affiliates. If you do not have such authority, or if you do not agree with these Terms of Use, you must not click the “I Agree” box and you must not use the VLC Sites or the Services. The unauthorized use of the VLC Sites, Software or Services will be prosecuted to the fullest extent of the law.

VLC reserves the right to amend these Terms of Use at any time and from time to time without notice. If you use the Services after revised Terms of Use have been posted, you will be deemed to have agreed to such revised Terms of Use. To stay informed of any changes, please review the most current version of these Terms of Use under the “Terms of Use” link on the Visual Lease login page.

License Grant

By providing you with a user login, VLC grants you a non-exclusive, non-transferable license (the “License”) to access the Software (in object code) via VLC Sites in accordance with these Terms & Conditions. You may not access the Software or use the Services if you are our direct competitor unless you have our prior written consent.

Database Access

We will establish a Visual Lease database (the “Database”) for purposes of housing information about your real estate and other obligations that you choose to record therein (“Company Data”), provided your version of Visual Lease allows for the same. From time to time, VLC will make available various “Service Plans” consisting of different combinations of features and functions of the Service. If the service level and options you selected at sign-up (the “Selected Service Plan”) includes Visual Lease Administrator access, we will provide you with access to the administrative functions of Visual Lease via a separate web login so that you can make modifications to the Database structure and/or drop-down lists as such functions allow.

We will supply you with access to the Services via the Internet and will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime or unavailability caused by circumstances beyond VLC’s reasonable control. To the extent practicable, we will schedule planned downtime after regular business hours starting at 5:00 p.m. Pacific Time and we will give you at least 8 hours’

notice of the same via email. This paragraph does not apply if you are accessing the Services in a sample database ("Sandbox") for testing or demonstration purposes and/or utilizing the "VL Go" version of the Software.

The VL Go and Sandbox versions of Visual Lease may not include full functionality or availability of all system features and functions. Functionality included in the VL GO and Sandbox versions of the Software are at VLC's sole discretion and access to such VL Go and Sandbox Databases may be terminated by VLC at any time, with or without notice.

Pricing and Payment Terms

You agree to pay VLC the fees (the "Fees") for the Selected Service Plan, unless we have agreed to other terms per a separate written agreement. Upon notice via the VL platform or otherwise, we may change the components and/or features of the Selected Service Plan and/or Fees (including additional Fees for new Features). If you use the Services after the notice period, you will be deemed to have agreed to such revised Service Plan and/or Fees. 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. Pricing and payment terms provisions do not apply if you are accessing a Sandbox for testing or demonstration purposes and/or utilizing the "VL Go" version of the Software.

Your Responsibilities

You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Company Data and of the means by which you acquired it, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify VLC promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with these Terms of Use and applicable laws and government regulations. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent, lease, copy, frame or mirror any part or content of the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks, (g) create derivative works based on the Services and/or reverse engineer the Services, (h) access the Services in order to build a competitive product or service, or (i) copy any features, functions or graphics of the Services. You acknowledge and agree that the Software (i) is a scalable, standard product that is configurable to the extent permissible by the existing framework of the program, and (ii) is not a custom solution and, therefore, you may have to adjust internal procedures to implement the Software and it may not meet all of your requirements. As used herein, a "User" is either you or an individual who is authorized by you to use the Services or who has been supplied a user identification and password by you (or by VLC at your request). Users may include but are not limited to your employees, consultants, contractors, agents and third parties with whom you transact business.

Future Upgrades

We have the right, in our sole discretion, at any time, to (a) prepare new versions of the Services (or any part thereof) that we generally make available to our other customers ("Update Releases"), (b) determine whether Update Releases are to be included in the Services hereunder, (c) change some or all of the functionality of any component of the Services, (d) make any modification to improve performance and service quality, address

error correction and legal requirements or to maintain the competitiveness of the Services, and (e) incorporate into the Services any change or modification.

Intellectual Property Rights

The VLC Sites contain materials, such as data, text, graphics, images, sound recordings, audiovisual works, blogs, news, reports, and other materials provided by VLC (the "Content"). Subject to the limited rights expressly granted hereunder, you acknowledge that the VLC Sites, Software (object code, source code and update Releases) and Content are owned by VLC or its licensors, and protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of VLC or its licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. No rights are granted to you, or your Users hereunder other than as expressly set forth herein. All rights not expressly granted herein are reserved by VLC and its licensors.

Trademarks

"Visual Lease" is a registered trademark of VLC, or its licensors. Other company, product, and service names and logos used and displayed on the VLC Sites may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to VLC. Except as otherwise expressly provided herein, your use of the VLC Sites does not grant to you a license to any content or materials you may access on the VLC Sites. Nothing contained on the VLC Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the VLC Sites without our written permission or that of the third party rights holder.

Copyright Complaints

If you believe the VLC Sites contain any Content that infringes your copyright, please see our [Copyright Infringement Notification Procedures](#).

Ownership of Company Data

You exclusively own all right, title and interest in and to all Company Data. VLC does not and will not sell or rent Company Data, and access thereto is strictly restricted and used in accordance with specific internal procedures and safeguards governing access.

Suggestions

You expressly grant VLC a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you or by your Users, relating to the Services. In addition, by submitting any unsolicited information and materials, including comments, ideas, suggestions, questions, blog postings, and other similar communications (collectively, "Unsolicited Information") on the VLC Sites, you agree that VLC, or any of its affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, you specifically agree that VLC and its affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to the VLC Sites for any purpose whatsoever, including, but not limited to, developing, and marketing products. By submitting any Unsolicited Information, you are granting VLC a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate,

distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information without notice or obligation to you.

Use of Personal Data

Your use of the VLC Sites may involve the transmission of your personally-identifiable information (“Personal Data”) to us via the VLC Sites. Our policies with respect to the collection and use of Personal Data are governed according to our [Privacy Policy](#), which is hereby incorporated by reference in its entirety.

Federal Government End Use Provisions

In the event VLC provides the Services for ultimate federal government end use, it shall be solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211(Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with VLC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

Confidentiality

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential. Your Confidential Information shall include Company Data; VLC’s Confidential Information shall include the Services; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

VLC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Company Data in accordance with the requirements of this Agreement. VLC shall not (a) modify Company Data or (b) disclose Company Data except as compelled by law (as described below), as expressly permitted in writing by you, or as otherwise set forth in this Agreement. Notwithstanding anything contained in these Terms of Use to the contrary, you specifically agree that VLC and its Affiliates may access and utilize Company Data in order to operate, develop or improve the Services or to develop aggregated statistics or information therefrom, and may provide such aggregated statistics or information to third parties provided it is de-identified so that it does not identify Company Data individually. You specifically grant VLC’s employees, contractors and agents access to your account/database in accordance with this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

European Union GDPR & Standard Contractual Clauses for Transfer of Personal Information

If you are subject to the European Commission's General Data Protection Regulation (GDPR) for the transfer of personal data to processors established in third countries, you must agree, as a condition of using the Services, to the European Union Personal Information — GDPR Data Protection Addendum set forth at <https://visuallease.com/eu-privacy-agreement>.

Security of the Sites

Actual or attempted unauthorized use of the VLC Sites may result in criminal and/or civil prosecution. While VLC has no obligation to do so, VLC explicitly reserves the right to view, monitor, and record activity on the VLC Sites without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible illegal activity on the VLC Sites. VLC will also comply with all court orders as well as all law enforcement and regulatory inquiries involving requests for such information. Notwithstanding anything contained in this Agreement to the contrary, VLC reserves the right, in its sole and absolute discretion for any reason or no reason, to remove or modify any Unsolicited Information, Content, Company Data, posting, or any other element of the VLC Sites or Software and the Services, without notice or permission from you.

Links to Other Web Sites & Third Party Services

The VLC Sites may periodically provide links to third party websites ("Third-Party Sites"). This Agreement governs only the VLC Sites and not any Third Party Sites. VLC's decision to link to a Third-Party Site is not an endorsement of the content or services in that linked Third Party Site. If you decide to access linked Third-Party Sites, you do so at your own risk. You should direct any concerns regarding any Third-Party Sites to the administrator of the applicable Third-Party Site.

Company acknowledges that the Services may be bundled with third party applications, software, services, content, material or information (the "Third Party Services") designed to facilitate use of the VLC Services in certain markets or to enhance the Services for use by certain clients. To the extent that Company acquires, accesses or uses the Third Party Services via the VLC Services, VLC does not warrant in any manner and will not be responsible for any such Third Party Services and Company agrees to look solely to the relevant third party provider (and not VLC) if and to the extent that Company has any complaints or issues relating to the Third Party Services or its interaction with a Visual Lease Service. Such Third Party Services are provided "AS IS," "AS AVAILABLE" in accordance with the Disclaimer of Warranties section contained in this Agreement. VLC and its Affiliates shall not be responsible for any damages that Company may suffer in connection with accessing, using, downloading, installing or modifying such Third Party Services and Company's use of same is at its own risk.

Company shall only be permitted to access and/or use such Third Party Services if Company accepts any applicable third party end-user terms of use and/or privacy policy. Please contact the appropriate third party for additional information regarding any such applicable third party terms and conditions.

Mutual Indemnification

VLC and you (for the purposes of this section, either the “Indemnified” or “Indemnifying” party, as appropriate) agree to defend, indemnify and hold harmless one another, all successors and assigns, from and against any and all claims, losses, liability, obligations, damages, judgments, forfeitures, fines, penalties, actions, and suits (including any reasonable attorney’s fees and expenses awarded to a third party) which may be asserted or brought against the Indemnified party by a third party (each, a “Claim”) alleging (a) (i) with respect to VLC as the Indemnifying party, use of the Services, and/or (ii) with respect to you, the Company Data, as permitted hereunder infringes or misappropriates the intellectual property or other rights of a third party, or (b) arising from a negligent material breach of the Agreement by the Indemnifying party, provided, however, in each case the Indemnified party (i) promptly gives written notice of a Claim to the Indemnifying party; (ii) gives sole control of the defense and settlement of the Claim to the Indemnifying party (provided that the Indemnifying party may not settle any Claim unless the settlement unconditionally releases the Indemnified party of all liability); and (iii) provides the Indemnifying party with all reasonable assistance, at the Indemnifying party’s expense. This Section states the Indemnifying party’s sole liability to, and the Indemnified party’s exclusive remedy against, the other party for any type of Claim.

Disclaimer of Warranties

You acknowledge and agree that the VLC Sites, including, without limitation, the Software, all Services, Content, functions and materials, are provided “AS IS,” “AS AVAILABLE,” without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data, data processing services, uptime or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and VLC, its Affiliates, subsidiaries or its or their officers, directors, employees or agents (collectively the “Visual Lease Parties”) hereby disclaim any and all such warranties, express and implied. None of the Visual Lease Parties warrant that the VLC Sites, Services, Content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. No advice, results or information, whether oral or written, obtained by you from us or through the VLC Sites or Services shall create any warranty not expressly made herein. We 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 Services, or for any error or omission, inaccuracies or inconsistencies presented in any migrated, inputted, or bookmarked data. You agree that any decisions you make about your real estate and other obligations shall be based on the source legal documents and not on any extracts, abstracts, reports, advice, or correspondence provided by VLC. None of the Visual Lease Parties shall be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the VLC Sites or Services. If you are dissatisfied with the VLC Sites, your sole remedy is to discontinue using the VLC Sites.

Limitation of Liability

In no event shall the Visual Lease Parties be liable for special, indirect, punitive, exemplary, or consequential damages, including lost profits, revenues or savings, even if VLC has been advised of the possibility of such damages in advance. In no event shall the Visual Lease Parties’ liability for direct damages arising under these Terms of Use or relating thereto, exceed, the total amount paid by you hereunder during the 12 months preceding the date such cause of action arises. Because some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, incidental or other damages, in such jurisdictions the Visual Lease Parties’ liability is limited to the greatest extent permitted by applicable law. Under no circumstances is VLC liable for the loss of, or damage to, your records or Company Data. Your sole and exclusive remedy for dissatisfaction with the VLC Sites, the Software, the Services or the Content is to stop using same. No action arising out of or pertaining to this Agreement may be brought by Company more than one (1) year after the cause of action has arisen. There shall be no limitations of liability on Company’s payment obligations. The

provisions of this section apply without regard to the cause or form of action, whether the damages are grounded in contract, tort, or any other cause of action.

The parties acknowledge and agree that the limitations on Visual Lease Parties' liability in this section are reasonable, and the parties have relied upon the limitations set forth herein in determining whether to enter into this Agreement. The remedies provided in this Agreement are exclusive. The limitations on liability in this section shall apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

Miscellaneous

1. **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Software & Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) you shall not permit Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction.
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 parties. There are no third-party beneficiaries to this Agreement.
3. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
4. **Severability & Survival.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. The sections of these Terms of Use entitled intellectual property rights, confidentiality, limitation of liability, mutual indemnification, and miscellaneous shall survive the termination of these Terms of Use.
5. **Attorneys' Fees & Jurisdiction.** In the event of litigation relating to the subject matter of this Agreement, if it is finally determined that you have breached this Agreement, you shall reimburse the VLC for all reasonable attorney fees and costs resulting therefrom. You agree this Agreement shall be governed by the laws of the State of New Jersey, without regard to choice or conflicts of law rules, and subject to the exclusive jurisdiction of the courts of Middlesex County, New Jersey.
6. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with you. Franchisees or franchisors are not considered Affiliates.
7. **Force Majeure.** VLC's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement and VLC shall not be liable for any delay or default in performing as a result of same.
8. **Use of Name and Logo.** Company authorizes VLC to use its name, logo, and/or trademark, without notice to or consent by Company, in connection with VLC's marketing or promotional materials.

9. **Not Professional Services.** You acknowledge and agree that although VLC's staff may include attorneys, accountants, engineers and other licensed professionals, any services rendered by VLC shall be deemed to be consulting in nature and not legal, accounting or other professional services.
10. **Notices from VLC.** If VLC needs to contact you about the Services or your account, you consent to receive the notices by email to the email addresses of the Users designated as "Administrators" on the VLC Site. Maintenance updates and similar notifications may be provided via the Visual Lease platform. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.
11. **VLC Contact Information.** You may contact VLC at the following address:

Visual Lease, LLC.
100 Woodbridge Center Drive, Suite 200
Woodbridge, NJ 07095

Any notices to VLC must be sent to such address in person or by certified mail or overnight courier. Notices will be deemed effective upon receipt.

1. **Entire Agreement.** This Agreement, together with referred documents, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of these Terms of Use. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms of Use. Each party represents and warrants that it has the legal power to enter into this Agreement. Company acknowledges that in the event of a breach of any of these terms by Company, VLC may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.

Questions or comments regarding the VLC Sites, including any reports of non-functioning links, should be submitted using our email address support@visuallease.com, or via U.S. mail to 100 Woodbridge Center Drive, Suite 200, Woodbridge, NJ 07095. We try to answer every email and piece of correspondence in a timely manner but are not always able to do so.

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