

Visual Lease Government Amendment

Last updated: May 2, 2023

This Government Amendment (“Gov. Amendment”) modifies the [Visual Lease Terms and Conditions](#) (“Terms”) between Visual Lease (“VL”) and Client and applies if incorporated by reference on the applicable Order Form and if Client is a U.S. city, county, local government, state government, local government entity, state government entity, or government funded institution (e.g., airport, public university) (“Government”). Government and VL (together, the “Parties”) agree to modify the Terms only to the extent required to accommodate any statutory restrictions or obligations that apply, without exceptions, to the Terms. Accordingly, the Terms are hereby modified as set forth below as it pertains to use by Government. VL may update or modify this Gov. Amendment from time to time as set forth in the Terms.

All capitalized terms not defined in this Gov. Amendment have the meanings given to them in the Terms. Except as expressly set forth herein, all of the terms and conditions of the Terms shall remain in full force and effect.

1. Government Purpose

Government’s use of the Platform, Documentation, and related services under the Terms as amended herein shall only be for a governmental purpose. Any private, personal, or non-governmental purposes, or incorrect identification by Client as a Government as defined above, shall result in the waiver of this Gov. Amendment and the terms and conditions of the Terms shall apply without modification. VL reserves the right to request reasonable documentation from Client showing such identified status as a Government as defined above.

2. Indemnification

Any provisions, including but not limited to [Section 7.3 Client](#), in the Terms imposing indemnification by Government are hereby waived and shall not apply except to the extent authorized by applicable law.

3. Term

The term of this Agreement shall commence upon the Effective Date and will be coterminous with the initial Order Form. If any subsequent Order Forms, Amended and Restated Orders, Additional Services Agreements, or similar ordering documents are executed by the Parties referencing this Agreement, this Agreement will continue in effect with respect to the term period of such subsequent Order Forms. The “Term” means the term of such initial Order Form and any subsequent Order Form, including renewals and extensions. 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.

4. Termination for Non-appropriation of Funds

This Agreement will terminate after thirty (30) days advanced written notice, without additional compensation for work not performed (i) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (ii) at any time within a fiscal year in the event that funds are appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. If this Agreement is terminated for non-appropriation, Government will be liable for payment in accordance with the terms and

conditions of this Agreement for services rendered and expenses incurred, and deliverables, including software and other products delivered prior to the effective date of termination, and VL shall be released from any such obligation to provide further Services pursuant to this Agreement to the extent affected by such termination.

5. Termination for Convenience

Client reserves the right after expiration of year one (1) of the initial Term to terminate this Agreement at any time for any reason upon thirty (30) days written notice to VL. Client shall not be entitled to a refund of any pre-paid fees and shall be liable only for payment in accordance with the payment provisions of the applicable Order Form for products delivered or services rendered prior to the effective date of termination. In the event of such termination, VL shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

6. Publicity Rights

VL will not suggest that Government endorses the Platform but only that Government is a client. All other publicity rights are set forth in [Section 3.4 Marks and Publicity](#) in the Terms.

7. Jurisdiction

In the event Government is precluded by State Constitution or other legal binding governmental requirement of local jurisdiction, the Terms and this Gov. Amendment shall be governed by, and interpreted and enforced in accordance with, the laws applicable to Government without reference to conflict of laws and any terms regarding choice of law and venue, including but not limited to [Section 10.6 Governing Law](#) in the Terms are hereby waived. The laws of the State of Delaware will apply in the absence of applicable law.

8. Civil Rights

VL attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Order of Precedence

If there is any conflict between this Gov. Amendment and the Terms, or between this Gov. Amendment and other terms, rules, or policies on VL's website or related to the Platform or related services, this Gov. Amendment shall prevail. In the event of a conflict between this Gov. Amendment and any active Order Form, the Order Form shall supersede.