Visual Lease Terms & Conditions

These Terms and Conditions ("Terms") are incorporated by reference into each Order Form(s) ("Order Form") by and between Visual Lease, LLC (hereafter on behalf of itself and its affiliates, "VL") and the entity identified in such Order Form (on behalf of itself and its authorized Affiliates, the "Client"). Each of VL and the Client are referred to herein as a "Party" and collectively as the "Parties". These Terms, each Order Form, and, if applicable, the Data Processing Agreement, as well as any Exhibits attached hereto and/or to each Order Form referencing these Terms are collectively referred to as the "Agreement."

1. Definitions

"Affiliate" means, with respect to any entity, any other present or future entity, controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract, or otherwise.

"Aggregate Data" means the anonymous statistical and usage data derived from Client's use of the VL Platform (including its Products and Services) that is used in aggregated combination with other anonymous data. Aggregate Data shall not contain any personal information as defined by applicable privacy regulation.

"Client Data" means any proprietary or confidential content, information, data, or materials, including End User Data and Confidential Information, which is provided to or processed by VL in connection with the provision of the Platform or Services. Client Data shall not include Aggregate Data as provided herein.

"Confidential Information" means any and all technical, business, client or proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), directly or indirectly, including, but not limited to, information regarding the Disclosing Party's business plans, services, information relating to the Disclosing Party's employees, proprietary business practices, pricing, technology, software, product plans, and other information which by its nature is information that would reasonably be considered to be the confidential information of the Disclosing Party, including information marked as "confidential" or some other proprietary designation.

"Documentation" means VL's user manuals regarding the Platform and related Services.

"Effective Date" means the date of Client's signature or written endorsement on the applicable Order Form when countersigned by VL.

"End User Data" means all data and information collected from a Client's employees or authorized end user, including, without limitation, any personal information as defined by applicable privacy laws and regulations hereunder.

"Go-Live Date" means the completion of Implementation Services that occurs on the earlier of: (a) the date Account Administrator(s) first log into the Platform after receipt of the Implementation Services completion email; or (b) one hundred and twenty (120) days after the Start Date listed on the applicable Order Form.

"Implementation Services" means the implementation, training, data migration support, integration (e.g., APIs), and any other onboarding services as provided in an Order Form that VL will complete to enter, import, or otherwise provide for the entry of data into the VL Platform and the provision of Services.

"Intellectual Property" means any and all algorithms, application programming interfaces (APIs), apparatuses, concepts, Confidential Information, data, databases and data collections, deliverables, designs, Documentation, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing plans, marks (including brand names, logos, and slogans), methods, procedures, processes, software code (in any form including source code and executable object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any applicable jurisdiction: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred herein.

"Order Form" means a VL provided ordering document for the provision of the VL Platform, Subscription Services, or Professional Services to be provided by VL to Client.

"Platform" means VL's proprietary application(s) and software including all functions, and features identified in an Order Form or otherwise made available by VL to Client, and all technology resources and infrastructure (e.g., hardware, third party software, etc.) supporting the Services. The Platform shall include all standard updates, releases, improvements and corrections to the Platform as provided by VL to maintain core operability. For the avoidance of doubt, core operability shall be determined solely by VL and VL reserves the right to charge for any features, add-ons, or additional offerings.

"Professional Services" means the services identified on an Order Form or other similar ordering documents. Professional Services do not include Subscription Services, are not recurring, and are subject to additional fees, where specified.

"Record" means a single aggregate unit of information as inputted by Client into the Platform that may form, but is not limited to, a single lease or sublease irrespective of record type (e.g. real estate, equipment, property asset, or asset), or a single agreement (e.g. subscription-based agreement). Records may be set to a status designation of: active, pending, expired, or archived, and subject to product or feature limitation depending on status designation. Charges for Records with the status of "active", "pending", or "expired" shall be invoiced on a per Record basis pursuant to the per Record price as set forth in a corresponding Order Form. Records with the status of "archived" may be priced on a per record basis at a rate of no more than 20% of Client's then-current per record price. In the event Client has multiple databases, Record counts shall accrue on a per-database basis. Account Administrator(s) shall be responsible for setting or delegating the internal permissions, as well as for Record status designation.

"Record Limit" means the total number of Records available to Client at the stated price as set forth on a corresponding Order Form. Records purchased over the Record Limit shall be priced on a per record basis at the rate described in the most recent corresponding Order Form, and in the event of tiered pricing, Records purchased over the Record Limit shall be charged at the existing Record Limit tier price (i.e., additional Records purchased over the Record Limit shall not entitle Client to the higher tiered pricing). Records designated as "archived" shall not count against the Record Limit.

"Services" means collectively the Subscription Services and where applicable, the Professional Services to be provided by VL to Client in accordance with this Agreement.

"Subscription Services" means the services identified on an Order Form. Subscription Services do not include Professional Services and are recurring charges for multi-year term periods.

2. Subscription Services and Platform

2.1 Provision of Platform and Subscription Services. Subject to the provisions of this Agreement, VL will make available to Client and its authorized Affiliates on a non-exclusive and non-transferable basis: the Platform, Services, and Documentation in accordance with the applicable Order Form. Unless expressly provided otherwise, VL will be responsible for: (i) hosting, operating, maintaining, and supporting the Platform (ii) providing reasonable online product support at no additional charge through the Support link in the Platform; and (iii) making available and implementing Platform upgrades, enhancements, and error corrections when such upgrades, enhancements, and error corrections are generally made available. For the avoidance of doubt, such upgrades and enhancements include basic operability updates, and may not include additional product features, applications or offerings in VL's sole discretion, for which VL reserves the right to charge additional fees which shall be provided via an Order Form describing the upgrade charges. Excessive support requests may be subject to additional charges in VL's sole discretion and upon prior written notice to Client.

2.2 Order Forms. These Terms are incorporated by reference into the initial Order Form and any subsequent Order Form(s), including all attachments thereto. If Client seeks to request additional Services or in some cases to access the Platform (e.g., post-termination access), the authorized representatives of the Parties shall execute a new Order Form. Any such Order Form shall be effective upon execution by Client when countersigned by VL. In the event of a conflict between these Terms and any active Order Form, the Order Form shall supersede.

2.3 Access and Usage. Client shall be solely responsible for providing its own internet access to the Platform. VL may specify reasonable procedures in the Documentation according to which Client and end users may establish and obtain such access to, and use of the features and functions of the Platform and Services through the internet, including without limitation, provision of passwords, connectivity standards and protocols, or other relevant procedures. VL retains the right to make bug fixes, enhancements, and other upgrades without Client's prior approval, written or otherwise to maintain core operability and Platform enhancements. Subject to the terms of this Agreement, VL hereby grants to Client the non-transferable (except as may otherwise be permitted in this Agreement), non-exclusive, non-sublicensable, limited ability to access and use the Platform and Services in accordance with the applicable Order Form(s), Documentation, and other provisions of this Agreement. VL reserves the right to revoke your access to VL's Products and/or Services without prior notice if VL determines in its sole discretion that your use of the VL Products and/or Services violates these Terms, including for non-payment.

2.4 Account Administrator(s). As part of the Implementation Services, Client shall provide to VL the name of primary designee(s) who will have specialized access to Client Platform including the ability to determine Client account internal permissions, the provisioning of Client's end users, and other elevated access and permissions including any authorized Affiliates ("Account Administrator(s)"). Account Administrator(s) shall be responsible to maintain the Record count of permissioned end users and shall be trusted contact designee(s) to advise VL on account related matters. Client represents and warrants that Account Administrator(s) shall have the authority to act on behalf of and bind the Client, and Client shall be responsible for the acts and omissions of the Account Administrator(s).

2.5 Implementation and Support. During Implementation, the Parties shall work together to enter initial Client Data and provision Account Administrator(s) and end users into the Platform in accordance with the Implementation Services and Go-Live Date. Client is responsible for reviewing Client Data as implemented by VL and such Client Data shall be deemed to be approved as entered upon the Go-Live Date. Upon completion of the Implementation Services, Client shall retain primary responsibility for entering and maintaining Client Data and reviewing Client Data for accuracy and integrity and hereby acknowledges and agrees that: (a) the quality of Services depends on the proper and regular maintenance of Client Data; (b) Client assumes responsibility for the accuracy and completeness of Client Data; and (c) except as otherwise provided herein, VL shall not be held liable and assumes no responsibility for inaccurate Client Data entered by Client into the Platform. Should Client request a delay in the Go-Live Date due to reasons outside of VL's control, additional fees may apply. VL reserves the right to charge for additional online post-Implementation services at then-current rates.

2.6 Affiliate Participation. VL agrees that an Affiliate of Client may request access to the Platform and Services pursuant to the terms and conditions of this Agreement at no additional cost to Client, and subject to authorization from Client's Account Administrator; provided, however, that Client must provide VL with appropriate legal documentation establishing: (a) such Affiliate's legal status and affiliate relationship with Client, including, without limitation, such Affiliate's EIN or other business registration number; and (b) Client's authority to bind such Affiliate to the terms and conditions of this Agreement. In addition, Client agrees to provide VL with any additional information or documentation reasonably requested by VL to carry out the Services for such Affiliate. Client acknowledges and agrees that Client shall be jointly and severally liable for any obligations of any participating Affiliate under the terms and conditions of this Agreement.

2.7 Use Limitations. Except as otherwise provided in this Agreement, Client shall not: (i) sell, rent, lease, sublicense, or otherwise transfer or distribute the Platform, Documentation, or any copies of the Platform or Documentation; (ii) modify, translate, reverse engineer, decompile, disassemble the Platform; (iii) create derivative works based upon the Platform; (iv) create any copy of or "mirror" Platform; or (v) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Platform or Documentation. All rights to the Platform and Services not expressly provided to Client herein are reserved in full by VL.

2.8 Export Control and Sanctions. In its use of the Platform, Client agrees to comply with all export, import, and sanctions laws and regulations of the United States and other applicable jurisdictions, including the U.S. Export Administration Regulations ("EAR") and Office of Foreign Assets Control ("OFAC") sanctions programs. Without limiting the foregoing: (i) Client represents and warrants that it is not subject to any U.S. government list of prohibited or restricted parties or located in a country/region that is subject to a U.S. government embargo or comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine, and as may be updated from time to time in accordance with US law); (ii) Client shall not (and shall not permit any of its users to) access or use the Platform in a U.S.-embargoed or comprehensively sanctioned country/region or otherwise in violation of any U.S. export restriction; and (iii) Client shall not use the Platform to support nuclear, chemical/biological weapons, or missile activities prohibited by Part 744 of the EAR.

2.9 Beta Program Participation. From time to time, VL may test features and products and make them available to Client prior to full release (each, a "Beta Program"). When Client agrees to participate in such Beta Programs, Client agrees that such participation is voluntary and intended solely for the purpose of Client's evaluation of the Beta Program. By participating in a Beta Program, Client agrees to assist VL in testing and evaluating such Beta Programs. Client agrees to promptly notify VL of any and all functional flaws, errors, anomalies, inefficiencies, or other problems directly or indirectly related to a Beta Program known to or discovered by Client through its participation in a Beta Program. Client's participation in a Beta Program shall commence on the date Client is provided access to such Beta Program and shall terminate automatically upon the earliest occur of: (a) VL, at its sole discretion, removing Client's access to such Beta Program; (b) VL notifying Client of such Beta Program's termination; (c) Client notifying VL in writing that it no longer wishes to participate in the Beta Program; or (d) upon the occurrence of the Beta Program being fully released into the production instance of the

Platform. CLIENT'S PARTICIPATION IN ANY BETA PROGRAM IS VOLUNTARY, ON AN "AS IS" BASIS, AND VL MAKES NO WARRANTY OF ANY KIND REGARDING THE BETA PROGRAM. VL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, EXPRESS, STATUTORY, OR OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED, EXPRESS, STATUTORY, OR OTHER WARRANTIES IN THE BETA PROGRAM, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. VL FURTHER DISCLAIMS THAT THE OPERATION OF THE BETA PROGRAM OR ANY OTHER THIRD PARTY SOFTWARE INTEGRATED TO THE BETA PROGRAM, WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT DEFECTS IN THE BETA PROGRAM WILL BE CORRECTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY OR IMPLIED HEREIN, NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

3. Proprietary Rights

3.1 Client Data. VL acknowledges and agrees that, as between the Parties, Client exclusively owns all right, title, and interest in and to Client's Confidential Information and the Client Data, including all intellectual property rights therein, irrespective of whether such Client Data is stored or processed through or in the Services or Platform. Client hereby grants to VL a worldwide, non-exclusive, royalty free license to use, access, process, reproduce, perform, display, modify, distribute, and transmit Client Data on the Platform and in connection with providing Services to Client. Except for the limited rights and licenses granted herein by Client to VL, no other license is granted to VL.

3.2 VL. Except for the limited rights provided herein and expressly granted to Client, no license or other right is granted to Client, no other use of the Platform is authorized. VL shall and hereby retains all rights, title, and interest (including all intellectual and proprietary rights) in and to the Platform, the Services, including all modifications, copies, and derivative works thereof, and all VL trademarks, names, logos, all rights to patent, copyright, trade secret, and other proprietary or intellectual property rights.

3.3 Feedback. As related to the Platform and Services, Client hereby grants any rights in all Client: (a) suggestions for correction, change, or modification; (b) evaluation data; (c) benchmark tests; and (d) feedback, information, and recommendations provided to VL (collectively, the "Feedback") on a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license.

3.4 Marks and Publicity. VL and Client trademarks, trade names, service marks, and logos, whether registered or not ("Marks") are and shall remain the sole and exclusive property of the respective owning party, which owns all right, title, and interest therein. Party may use Counterparty's name and/or Marks within product literature, press release(s), social media, and

other marketing materials solely to identify Counterparty as a client. Any other use by a Party of the Counterparty's name and/or Marks shall require the prior written consent of such other Party.

3.5 Aggregate Data. Client acknowledges and hereby agrees that VL may obtain Aggregate Data relating to Client's use of VL's Platform and Services. VL may, during and after the term of this Agreement, use Client's Aggregate Data for any business purpose, including, without limitation: (a) providing, analyzing, improving, supporting, and operating the Platform and the Services; and (b) generating industry benchmarks, insights, recommendations, or similar reports for commercial distribution and consumption by Client and other VL clients and prospects. Client grants any rights in such Aggregate Data to VL on a royalty-free, non-exclusive, worldwide, irrevocable right to use, host, store, reproduce, modify, and create derivative works without attribution for the purposes of operating, providing, supporting, improving, or developing Products and/or Services including developing additional functionality or services. For the sake of clarity, this section does not give VL the right to publicly identify Client, its Affiliates or any of its employees as the source of any Aggregate Data.

4. Fees

4.1 Fees. Subject to the other provisions of this Section, Client shall pay to VL the amounts set forth in the applicable Order Form or ordering document, inclusive of applicable sales taxes as provided upon VL's invoice for the provision and use of the Platform and the Subscription Services (the "Subscription Fees"), along with the additional charges set forth in the Order Form for non-subscription services rendered (the "Professional Services Fees"), which may be provided to Client via an Invoice, ordering document, or other similar means ("Invoice"). VL reserves the right to charge additional fees for additional features, applications, and/or product upgrades as elected by Client pursuant to a corresponding Order Form. For the avoidance of doubt, in the event a VL Product or Services offering provides for a basic as well as an enhanced Platform offering, Client shall be deemed to have purchased the base offering unless otherwise stated in a properly executed Order Form and/or Software Documentation. Additionally, VL shall reserve the right to invoice quarterly in arrears, and Client shall pay to VL, for any Records in excess of Client's Record Limit. In no event shall Client be owed a refund or credit if Client's Record count drops below the Record Limit. Upon receipt of such Invoice or other similar document and in accordance with the payment terms provided in the corresponding Invoice or similar document, Client shall remit payment to VL in U.S. Dollars. All fees are: (a) payable in full; (b) non-refundable; and due and payable in accordance with the Agreement payment terms.

4.2 Nonpayment. Client's failure to pay a reasonably undisputed invoice, pursuant to the corresponding Order Form payment terms shall result in a notice of nonpayment. If payment is not received in accordance with the notice of nonpayment, VL reserves the right to, without limiting its other rights and remedies, on a non-exclusive basis, and subject to applicable law: (i) suspend Client's access to the Platform, and suspend any Services otherwise to be provided by VL to Client, until such payment delinquency has been remedied in full; (ii) accelerate Client's unpaid fee obligations under this Agreement so that all such payment obligations become immediately due and payable for the entire Term; (iii) charge monthly interest on unpaid balances at a rate of one and one half percent (1.5%), subject to applicable law; (iv) charge any collection or legal fees reasonably incurred by VL in order to effect payment or collection of unpaid amounts due under the Agreement.

5. Confidentiality and Data Security

5.1 Confidentiality. During the Term of this Agreement and subject to the Terms herein, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or as otherwise authorized in writing, will implement reasonable security procedures to prohibit the unauthorized use, disclosure, duplication, or misuse of the other Party's Confidential Information, and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Agreement, and subject to the confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of similar importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care.

5.2 Exclusions. Except as otherwise provided below, Confidential Information shall not include, as applicable, Confidential Information that the Receiving Party can demonstrate: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known to the Receiving Party or in the Receiving Party's possession prior to the receipt of the Disclosing Party's Confidential Information as demonstrated by the Receiving Party's business records in regular course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented contemporaneous business records; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The exclusions in this section shall not apply to Confidential Information that requires separate protection under applicable laws or regulation, including applicable privacy regulations.

5.3 Court Order. The Receiving Party may disclose Confidential Information, Client Data, or End User Data of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body provided that the Receiving Party shall use reasonable efforts to provide advance written notice thereof to enable the Disclosing Party to seek a protective order or injunction against such disclosure, unless prohibited from doing so by an applicable court order or of an order with similar effect. Notwithstanding the foregoing, VL shall disclose Confidential Information, Client Data, or End User Data strictly in compliance with its Law Enforcement Policy.

5.4 Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use or disclosure of Confidential Information hereunder, the other Party shall be entitled to seek equitable or injunctive relief in addition to any other remedies that may be available to such Party.

5.5 Return. Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all tangible copies of the Disclosing Party's Confidential Information within

ninety (90) days of such request and shall, upon request, confirm such return or destruction to the other Party in writing. Notwithstanding the foregoing, the Receiving Party may retain a copy of the Disclosing Party's Confidential Information to comply with its record management requirements as well as other applicable data retention laws and regulations or internal policies. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for record management purposes, the Receiving Party shall continue to maintain the Confidential Information in accordance with these Terms.

5.6 Data Security. VL will: (a) protect the security and integrity of all Client Data that is collected, accessed, stored or received by Client in connection with Client's use of the Platform or the provision of Services, including without limitation all End User Data in accordance with its Privacy Policy, incorporated herein by reference and available at: visuallease.com/privacy-policy; and (b) develop, implement, and maintain a written comprehensive security program (the "Security Program") with administrative, technical, and physical safeguards to protect the Client Data against any unauthorized disclosure or use of such data against reasonably foreseeable threats or hazards to the security and integrity of such Client Data. Throughout the Term of this Agreement, VL shall remain in compliance with applicable privacy laws and regulations as provided in the Data Processing Agreement, and shall maintain SSAE 18 SOC 1, Type 2 audit standards or their current equivalent.

5.7 Security Breach. In the event of unauthorized access to Client Data that affects Client Data and which would require notification to a regulatory authority ("Security Breach"), VL shall notify Client without undue delay, but no later than seventy-two (72) hours upon its discovery of a Security Breach. In the event of such a Security Breach, VL will promptly perform an investigation into the breach, take appropriate remedial measures, and provide Client with the name of a VL security representative who can be reached with security questions or security concerns throughout the scope of VL's investigation.

5.8 End User Notice. If any disclosure, use or breach of any End User Data requires Client, under applicable laws or regulations, to make a disclosure to any Client authorized End User ("End User Data Breach"), Client will be solely responsible for making such disclosure, including determining the content, methods, and means of such disclosure. VL will reasonably cooperate with Client in formulating the disclosure, but VL shall not make any such disclosure at its own initiative without Client's prior consent. To the extent an End User Data Breach is caused by or related to a breach of the Agreement by VL (or its employees, Subcontractors, Service Providers (as defined in the Data Processing Agreement), representatives or advisors), VL will pay all reasonable costs and expenses of: (a) such disclosures and notifications (including reasonable legal fees); and (b) any applicable monitoring, and reporting on the impacted individuals' credit records or restoration of the individuals' credit or identity for a period of one (1) year, or as otherwise may be required by applicable law.

6. Limited Warranties

6.1 General. Each Party represents and warrants that: (a) it has the full power and authority, and has obtained all approvals, permissions, and consents necessary to enter into this Agreement and to perform its obligations hereunder on behalf of each entity authorized hereunder, including all

affiliates and subsidiaries of the principal entity; (b) the Agreement is legally binding and enforceable; and (c) the execution, delivery, and performance of both Parties' obligations under this Agreement shall be performed in accordance with applicable US laws and regulations as well in accordance with the [Data Processing Agreement](#) between the Parties, where applicable.

6.2 VL. VL represents and warrants that: (a) the Platform and Services shall be provided in a professional and workmanlike manner and perform in material respect to the description in this Agreement and any accompanying Documentation; and (b) VL owns all rights, title, and interest in and to the Platform and Services or that VL has otherwise secured all necessary rights in the Platform as may be necessary to permit the access and use thereof as contemplated the Agreement between the Parties.

6.3 Client. Client represents and warrants to VL that it: (a) shall perform its obligations hereunder, and that unless otherwise provided herein, Client shall review all data maintained in the Platform for accuracy and currency; and (b) owns all rights, title, and interest in and to Client Data including End User Data, or that Client has otherwise secured all necessary rights, consents, and permissions in the Client Data as shall be required to permit VL to access, use, and process such Client Data as contemplated under this Agreement. In addition, Client shall have sole responsibility for the quality, legality, and reliability of all Client Data, including Client's record keeping obligations.

6.4 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AND AS PERMITTED BY APPLICABLE LAW, WARRANTIES AS TO SATISFACTORY QUALITY, MERCHANTABILITY, ACCURACY OF RESULTS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. VL DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES WILL BE COMPLETELY ERROR-FREE OR THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. VL DOES NOT PROVIDE LEGAL OR COMPLIANCE ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING AND COMPLYING WITH ITS OBLIGATIONS UNDER GASB AND ANY OTHER APPLICABLE LAWS OR REGULATIONS. CLIENT SHOULD CONSULT WITH QUALIFIED LEGAL COUNSEL OR CONSULTANTS AS NEEDED TO ENSURE THAT THEIR USE OF THE SOFTWARE AND SERVICES COMPLIES WITH APPLICABLE LAW.

7. Indemnification

7.1 VL. VL shall indemnify, defend, and hold harmless Client, its successors, subsidiaries and affiliates, officers, directors, employees, and assigns from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees) (collectively, the "Losses") arising out of or relating to any third-party claims, demands, or proceedings (a "Claim") asserting that the Platform, Services, or use thereof (as permitted under this Agreement) infringes or misappropriates any third party's Intellectual Property Rights.

VL shall indemnify Client, its successors, subsidiaries and affiliates, officers, directors, employees, and assigns from and against any Losses arising out of or relating to any Claim from any Security Breach of Client Data.

7.2 Limitations. VL shall not have any liability or indemnification obligations to Client under these Terms to the extent that any Claims arise directly as a result of: (a) use of the Platform or Services by Client or any third party in combination with equipment, materials, products or software not authorized by VL where the Platform or Services alone would not be infringing; or (b) compliance with instructions provided by Client to VL.

7.3 Client. Client shall indemnify, defend, and hold harmless VL, its successors, subsidiaries and affiliates, officers, directors, employees, and assigns from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees) (collectively, the "Losses") arising out of or relating to VL's authorized use of any Client Data.

7.4 Procedure. The Party seeking indemnification will provide the other Party prompt of all Claims for which indemnity is sought hereunder and will additionally provide: (a) all related documentation in Party's possession or control relating to such Claims; and (b) reasonable assistance to the indemnifying Party in defense of such Claims. Indemnifying Party shall in its election, control, at its sole cost and expense, the defense or settlement of all such Claims and will keep the other Party apprised of the status of all such Claims. The indemnifying Party shall have sole and exclusive control over the defense of all such Claims, including settlement of such Claims, which shall not require indemnified Party's consent to be valid and binding on the indemnified Party. Failure by either Party to provide prompt notice of a Claim to the indemnifying Party that results in material prejudice of such Claim shall relieve the indemnifying Party of its indemnity obligation hereunder.

7.5 License, Replacement, or Refund. If the Platform or Services becomes the subject of a Claim as described herein, or if VL believes that the Platform or Services are likely to become the subject of a Claim, VL may, at its sole discretion and expense: (a) obtain a license from such third party for the benefit of Client; (b) replace or modify the Platform or Services so it is no longer the subject of a Claim so long as the replacement or modification performs substantially the same function as the Platform or Services at issue; or (c) if neither (a) or (b) as described in this section is commercially feasible, and in its sole discretion, VL may provide a credit or refund on any pre-paid Subscription Fees, as applicable.

8. Limitation of Liability

8.1 Direct Damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, INFRINGEMENT OR OTHER CONTRACT OR TORT CLAIMS) EXCEED THE TOTAL CHARGES PAID BY CLIENT TO VL DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LIABILITY.

8.2 Indirect Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

8.3 Exceptions. THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY) WILL NOT APPLY TO ANY LOSSES AS THE RESULT OF EITHER PARTY'S: (A) INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ANY OTHER OBLIGATION THAT MAY NOT BE SUBJECT TO LIMITATION BY APPLICABLE LAW.

9. Term and Termination

9.1 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 your then-current rates (including any applicable percentage increases as described on the applicable Order Form) 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.

9.2 Termination for Cause by Client. Client shall have the right to terminate this Agreement or any Order Form, in whole or in part, for cause, as of the date specified in the notice of termination, if VL: (a) materially breaches any provision of this Agreement, which breach remains uncured for a period of thirty (30) days after receipt of written notice thereof from Client to VL; or (b) upon occurrence of an applicable SLA termination event.

9.4 Termination by VL. In the event that: (a) Client fails to pay any Fees not disputed in good faith in accordance with this Agreement by the specified due date; and (b) Client fails to cure such failure within ten (10) days of receipt of written notice from VL of its intention to terminate for non-payment, then VL may, by written notice to Client, terminate this Agreement in its entirety. In addition, VL may, by written notice to Client, terminate this Agreement in its entirety if Client: (a) materially breaches any provision of this Agreement; or (b) materially violates a provision of this Agreement relating to use restrictions on the Platform by third parties and fails to cure such breach within thirty (30) days of receipt of written notice from VL of its intention to terminate.

9.5 Bankruptcy. Either Party will have the right to terminate this Agreement by providing written notice to the other Party upon the occurrence of any of the following events, but only to the extent such events are not dismissed within 120 days from the date such events first occurred: (a) a receiver is appointed for the other Party; (b) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (c) the other Party commences

or has commenced against it, proceedings under any bankruptcy law; or (d) the other Party ceases to do business. Client shall provide VL with reasonable evidence of such bankruptcy proceeding upon VLs request and failure to provide such documentation by Client shall result in the non-applicability of such bankruptcy-related termination right in VL's sole discretion.

9.6 Effects of Termination. Upon any expiration of this Agreement, all corresponding rights, obligations, and licenses of the Parties shall cease, except that the provision of Section 3 - Proprietary Rights, Section 4 - Fees, Section 5 - Confidentiality and Data Security, Section 6.4 - Disclaimers, Section 7 - Indemnification, Section 8 - Limitation of Liability, Section 9.6 - Effects of Termination, and Section 10 - General Provisions shall survive. In the event of termination of this Agreement due to VL's material breach, VL shall issue Client a pro-rata refund of any pre-paid Subscription Fees not used as of the effective date of such termination. Client shall have limited read-only access to the Platform for a period of thirty (30) days post-termination to access and export Client Data only. Upon termination for any reason or expiration of the Agreement between the Parties, other than for VL's material breach of these Terms, all reasonably undisputed outstanding amounts shall become immediately due and Client shall pay, upon Invoice by VL, all amount due or payable to VL in accordance with the Order Forms executed pursuant to these Terms.

10. General Provisions

10.1 Entire Agreement. This Agreement, as may be supplemented by the Data Processing Agreement, hereby incorporated by reference, constitute the entire agreement, and supersede all prior negotiations, understandings, discussions, or agreements, between the Parties (whether oral or written) regarding the subject matter of the Agreement (and all past dealings). Any inconsistent or additional terms not expressly incorporated herein, including as part of any pre-sales or Request for Proposal documentation, shall have no effect under the Agreement.

10.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together shall constitute one and the same instrument. Execution of a copy (e.g., pdf or electronic signature) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

10.3 Modification and Waiver. No change, consent, or waiver under this Agreement will be binding upon either Party unless made in writing and signed by an authorized representative of both Parties. The failure of either Party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights, and the exercise of one right or remedy will not be needed a waiver of any other right or remedy.

10.4 Severability. If any provision of the Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

10.5 Compliance with Laws and Regulations. VL and Client shall perform their respective obligations in a manner consistent with applicable US federal, state, and local laws, regulations

and codes, including laws prohibiting discrimination on the basis of race, color, religion, age, sex, ancestry, medical condition, marital status, sexual orientation, veteran status, handicap, or national origin. As relates to the processing of personal information, VL and Client shall perform their respective privacy obligations in a manner consistent with the Data Processing Agreement, between the Parties, where applicable.

10.6 Governing Law. The Agreement shall be governed by and construed under the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, except as expressly provided in the applicable Data Processing Agreement between the Parties as provided therein. Notwithstanding the foregoing, exclusive jurisdiction and venue for actions related to the Agreement will be the state and federal courts located in Delaware County, Delaware, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

10.7 Remedies. Except as expressly provided otherwise herein, each Party agrees that, in the event of any breach or threatened breach of Parties' confidentiality obligations, the non-breaching Party will suffer irreparable harm for which it will have no adequate remedy at law. Accordingly, the non-breaching Party shall be entitled to seek injunctive and other equitable relief remedies to prevent or restrain such breach or threatened breach, without the necessity of posting a bond.

10.8 Record Retention. Any and all specific record retention requirements and schedules established by governmental entities and applicable to Client are the sole responsibility of Client, are not the responsibility of VL, and are not included as part of the provision of Platform or Services. VL has no responsibility or liability for maintaining or retaining such records on behalf of Client or for complying with such requirements and/or schedules. Client is solely responsible for any obligation imposed on Client by law or regulation to maintain records regarding Client's business or employees including both during the Term of this Agreement, and following termination or expiration of the Agreement.

10.9 Subcontractors. VL may subcontract all or part of the provision of the Platform or Services in its sole discretion and without the prior consent of Client to companies not under the direct control of VL ("Subcontractor"). VL shall and hereby assumes responsibility for the acts and/or omissions of its subcontractors.

10.10 Notices. Except as otherwise provided in the Agreement, all notices under this Agreement shall be in writing, in English, and delivered to legal@visuallease.com. Additional notice may be provided to the Parties at their respective addresses stated in the most recent applicable Order Form, or at such other address designated by the Parties by written notice. Notices shall be deemed to have been duly given when received, if personally delivered, including via courier, when receipt is electronically confirmed; if transmitted by email, the day after being sent; if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.11 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement (except payment obligations) due to any

cause beyond its reasonable control, the affected Party shall use commercially reasonable efforts to give prior written notice thereof to the other Party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.12 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party without the other Party's prior written consent, not to be unreasonably withheld. However, without prior written consent, or any consent, either Party may assign the Agreement in part or in whole, to any wholly owned subsidiary, Affiliate, or successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation, or otherwise). These Terms, whether the Agreement has been assigned in whole or in part, shall be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the Parties hereto, including, for the avoidance of doubt, all payment and service obligations hereunder.

10.13 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as joint venturers or partners for any purpose whatsoever.

10.14 Representation. Each of the signatories to the Order Form and all other similar authorizing documents represent and warrant that they have all necessary right, title, and interest to bind the applicable entities on whose behalf they are signing to the Agreement.

CLIENT:

VL:

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

By: _____

By: _____

Name, Title: _____

Name, Title: _____

Date: _____

Date: _____