



Terms of Use for Client Access Site, Software & Services



Terms of Use for the Client Access Site, Software & Services

These Terms of Use shall supersede the online terms of use (located at <https://visuallease.com/vl-terms-of-use/>) referenced in the Order Form entered into by and between Visual Lease, LLC (“VLC”) and the company named below (“Company” or “You”) and shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of these Terms of Use, the Visual Lease Business Terms & Conditions (“Business Terms”), and the Order Form, the Order Form shall govern with respect to the inconsistency, followed by the Visual Lease Business Terms & Conditions, and then these Terms of Use. Capitalized terms used in these Terms of Use shall have the meaning defined under the Order Form or Business Terms.

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, combined with the Order Form, Business Terms, and other attached documents 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 signing this Agreement, 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 sign this Agreement and you must not use the VLC Sites or the Services.

The Agreement, including these Terms of Use may only be modified or amended in writing signed by both parties hereto.

1. 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.

2. Pricing and Payment Terms

You agree to pay VLC the fees (the "Fees") for the service plan selected on the Order Form. Upon notice via the VL platform or otherwise, we may change the components and/or features of the selected service plan so long as such changes do not materially diminish the existing functionality of the Services. In addition, we may charge additional Fees for new features. If you elect to use the Services after receipt of the notice, you will be deemed to have agreed to such revised service plan and/or Fees. If you do not agree to new Fees for new features (that are not automatically included as part of routine updates to your service plan), you may not be able to utilize such new features.

3. 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 for 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.

4. 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 so long as same does not materially diminish the existing functionality of the Services.

5. 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.

6. Trademarks

“Visual Lease” is a registered trademark of VLC or its affiliate. 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.

7. Copyright Complaints

If you believe the VLC Sites contain any Content that infringes your copyright, please see our Copyright Infringement Notification Procedures posted at: <https://visuallease.com/copyright-infringement-notification-procedures/>.

8. 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.

9. 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.

10. 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 posted at <http://www.visuallease.com/privacy-policy>, which is hereby incorporated by reference in its entirety.

If you are subject to Article 26(2) of Directive 95/46/EC of the European Commission for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, you must agree, as a condition of using the Services, to the European Union Personal Information -- Terms and Conditions set forth at <http://www.visuallease.com/eu-privacy-agreement>.

11. 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. You specifically grant VLC’s employees, contractors, and agents access to your account/database in accordance with 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 Company Data in order to provide support, operate, develop, and/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 solely 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.

12. 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, posting, or any other element of the VLC Sites or Software and the Services, without notice or permission from you.

Security of the Services; Data Safeguards. VLC shall comply, and shall cause its personnel to comply, with applicable industry standards when (a) building, operating, and maintaining reasonably secure Services; (b) tracking access to and attempted intrusions into the Services; and (c) maintaining the security of Company Data. VLC shall maintain, and shall cause its personnel to maintain, Data Safeguards when performing its obligations. For purposes of this Agreement, the term “Data Safeguards” means VLC’s administrative, technical, procedural, and physical safeguards and controls to (a) ensure the security and confidentiality of the Services and Company Data that are stored on the Services; and (b) prevent the unauthorized access or disclosure of the Company Data.

Notification of Security Breach. VLC shall as soon as reasonably possible (but no later than 48 hours after VLC confirms the Security Breach) notify Company in writing (via the email addresses noted on the Order Form or via the platform) if VLC becomes aware of a Security Breach that affects the Services hereunder or Company Data (“Breach Notification”). The parties shall cooperate to investigate and remedy a Security Breach. VLC shall make itself and its personnel available to answer any questions that Company may have related to the Security Breach. For purposes of this Agreement, the term “Security Breach” means any unauthorized or unlawful act or occurrence that (a) bypasses, breaches, compromises, or contravenes VLC’s Data Safeguards.

Compliance Audits. VLC shall provide you with a copy of its most recent SOC report. In addition, VLC agrees to promptly provide such other information as you may reasonably request in order to address any matters with, or inquiries or audits by, any regulatory authority related to the Services.

13. Links to Other Web Sites & Third Party Services

The VLC Sites may periodically provide links to third party websites (“Third-Party Sites”) that are not required to utilize the VLC Services. This Agreement governs only the VLC Services and 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 Company decides to access such linked Third-Party Sites, Company does so at its own risk. Company should direct any concerns regarding any Third-Party Sites to the administrator of the applicable Third-Party Site.

Company also 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 such Third Party Services are required to utilize the VLC Services as per any Documentation provided by VLC and Company requests, accesses, or uses the Third Party Services via the VLC Services, VLC represents and warrants that it has the right to provide access to and use of such Third Party Services to Company under this Agreement and, to the best of VLC's knowledge, the Third Party Services do not, and the use of the third party software by Company as contemplated by this Agreement will not, infringe any intellectual property rights of any third party.

To the extent that Company requests, accesses, or uses the Third Party Services that are not required as part of the VLC 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" and "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.

14. 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 and 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 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.

15. Warranties

VLC warrants and represents that:

Throughout the Initial Term of this Agreement, the VLC Services will comply in all material respects with the current proposal provided to you (the "Documentation"). The preceding warranty will only apply to problems reported to VLC and will not apply: (a) where the VLC Services are not used in accordance with the Documentation or this Agreement; (b) if the VLC Services or any part of it has been altered or modified by you without VLC's authorization; or (c) unless otherwise expressly provided herein, to the extent a defect in the VLC Services is caused by non-VLC products or hardware;

All Services shall be performed by qualified personnel in a good and workmanlike manner and in accordance with industry standards and all applicable laws;

It has sufficient right, title, and interest in and to the Services to grant the license granted under the Agreement;

To the best of its knowledge, the Services contain no computer virus, including no known backdoors. For purposes of this provision, a computer virus shall be defined as any code or instructions (including any code or instructions provided by third parties) that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or your hardware, data, or other programs, or that is intended to provide access or product modifications not authorized by you. VLC shall, in accordance with industry standards, ensure that its environment, information/data network, products, and Services are and will remain free from any computer code designed to: (i) corrupt data; (ii) self-replicate; (iii) surreptitiously monitor and/or report activity; or (iv) damage the performance of any computer memory or file system at any time and for any purpose. Passwords, software codes, and asset protection devices inserted in the Services for the purposes of preventing your unauthorized use of the Services shall not be considered a computer virus. Company shall use adequate anti-virus software at all times on Company computers and systems accessing the Services and shall apply adequate web-browser security settings which are designed to prevent any such contaminants from being introduced into Company's computers and systems.

VLC shall respond to breaches of the warranties in this section by either repairing or replacing the Services at no additional cost to you so that it complies with the warranties or refund to you the charges for the defective Services.

Other than as set forth herein, you acknowledge and agree that the VLC Sites, including, without limitation, 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, 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, Company Data, calculations, 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. Company agrees that it is responsible for its own systems, networks, and Internet access and agrees that any decisions 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.

16. Insurance

During the term of this Agreement, VLC will maintain, at its own expense, the following insurance coverage: (i) commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of VLC under this Agreement; (ii) worker's compensation liability insurance with limits no less than the limits of worker's compensation laws in each state or other jurisdiction where work is performed under this Agreement; (iii) commercial automobile liability insurance for any vehicles operated by VLC in connection with the Services, with limits no less than \$1,000,000, combined single limit; (iv) professional liability or errors and omissions insurance, with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (v) Tech E&O/Cyber Risk coverage insuring against liability for the wrongful release or misappropriation of information resulting from unauthorized access to VLC's systems with limits no less than \$3,000,000 per event and \$3,000,000

in the aggregate; and (vi) umbrella (excess) liability for the coverage in (i) and (iv) with limits no less than \$2,000,000. VLC shall ensure that all insurance policies required pursuant to this Section be issued by insurance companies licensed to transact insurance business in the state(s) where Services will be performed, with an A.M. Best's rating of no less than A-, and shall name Company and Company's Affiliates as an additional insured, except for professional liability or errors or omissions insurance. Upon execution of this Agreement, and anytime thereafter upon request of Company, VLC will deliver evidence of such coverage, in the form of a certificate of insurance. VLC will immediately notify Company in writing at least thirty (30) days prior to any termination, cancellation, or reduction of such coverage, or any failure to renew such coverage.

17. Limitation of Liability

In no event shall either party be liable for special, indirect, punitive, exemplary, or consequential damages, including lost profits, revenues, or savings, even if such party has been advised of the possibility of such damages in advance. In no event shall the Visual Lease Parties' liability for 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 as Visual Lease is only intended to be a backup storage database for such records and not a primary source. 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 each party's 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.

18. Miscellaneous

A. 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.

B. 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.

C. 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.

D. 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.

E. Attorneys' Fees & Jurisdiction. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party 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.

F. 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.

G. Force Majeure. A party'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 the non-performing party shall not be liable for any delay or default in performing as a result of same.

H. 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.

I. 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 VL platform. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.

J. 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.

K. 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@visualease.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.

Visual Lease Business Terms and Conditions

These Visual Lease Business Terms & Conditions shall supersede the online Business Terms (located at <https://visuallease.com/terms-and-conditions/>) referenced in the Order Form entered into by and between Visual Lease, LLC ("VLC") and the company named below ("Company" or "You") and shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of these Business Terms and Conditions, the Terms of Use and the Order Form, the Order Form shall govern with respect to the inconsistency, followed by these Business Terms and Conditions and then the Terms of Use.

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, 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 thirty (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 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 decisions 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.

END OF DOCUMENT