



## EZLease™ License Agreement (Term License)

Thank you for selecting EZLease (the version you download together with any updates, releases and enhancements we license to you, the “Software”). By clicking “I Agree” you acknowledge that you have read the Agreement, understand its provisions, and agree to all of its terms and conditions, including the limitation of liability. If you do not accept and comply with these terms, you may not use the Software

1. **Rights to Install and Use:** The Software is licensed, not sold. LeaseAccelerator Services, LLC (“LAS” or “we”, “us” or “our”) grants the licensee (“you” or “your”) a personal, non-exclusive license (the “License”) under the following terms and conditions.

- (a) **Free Trial License.** If you download the Software pursuant to a free trial, the Software may only be installed on a single computer, used only for internal testing and evaluation purposes and must not be used in any way to generate reports or data you rely on in your business.

- (b) **Production Use License.** You order a production use license by submitting an order form (the “Order Form”) to us. The Order Form, together with these terms and conditions, are the License for you to install and run copies of the Software identified in the Order Form on the number of computers for which you purchased licenses (each a “Seat”) and for the a maximum number of Leases (as defined below) as stated in the Order Form or if the Order Form does not specify a number of Seats or Leases, on a single computer only with a maximum of 500 Leases. This license also covers use of the documentation for the Software we make available to you (the “Documentation”). Documentation is provided only electronically. The Documentation is licensed for your use solely in connection with the Software. The Software may include code that notifies us that the license terms have been exceeded. A “Lease” is each freestanding lease or lease schedule to a master lease agreement.

- (c) **License Term.** The term of a free trial License is the term we specify at the time of your download or otherwise 30 days.

The term of your production License is the term stated in the Order Form or if the Order Form is silent, to a 1 year license term and to any renewal term that we grant you in writing. The license term starts on the start date stated in Order Form and otherwise when you download the Software. After expiration or termination of the license term, you must stop using and delete all copies of the Software and delete or destroy all copies of the Documentation. The Software may include code that causes it to stop running when the License Term ends.

- (d) **Transferability.** You may not rent, lease, sell, or sublicense this Software to anyone else. If your company is purchased by another company, you may transfer the license to the new owner if the new owner agrees to the terms of this license and you notify LAS in writing of the transfer.

- (e) **Updates.** During the term of your production use license, you are entitled to download and install such Software error corrections, fixes, workarounds or other maintenance releases as we generally make available to Software licensees (“Updates”). Customer agrees to download and install such Updates at least once every 3 months (the “Required Update Period”) as prior versions of the Software may no longer be supported. Updates may require upgrades to your computer software and systems, and you are solely responsible for obtaining such upgrades

**2. Right to Copy Software and Documentation:**

- (a) This Software is not copy-protected. LAS authorizes you to make backup copies of the Software for your archives only, for the sole purpose of protecting your investment from loss. You are expressly prohibited from duplicating or copying this Software and Documentation except for backups. You are prohibited from reverse assembling or reverse compiling this Software.
- (b) You are free to move this Software from one computer location to another, as long as there is no possibility of its being used at two locations at one time. This Software should be treated like a book. It must not be read by two people at two different locations at the same time (unless, of course, this Agreement has been violated). You may not use hardware or software to network, multiplex or pool connections, or otherwise allow multiple

**3. Warranty and Disclaimer of Warranty:**

- (a) **Warranty.** LAS warrants that it owns or otherwise has the right to license you the Software and Documentation and that the Software and Documentation does not infringe, to the extent attributable solely to LAS's actions or omissions, on any intellectual property rights under the laws of the United States.
- (b) **All Other Warranties Disclaimed.** We have made every effort to ensure that EZLease complies with the lease accounting requirements of ASC 840 (FAS 13), ASC 842 for U.S. users, IAS 17 & IFRS 16 for non-U.S. users and, depending upon the software licensed, compliance for lessees or lessors with GASB 87. However, except for the express warranties in Section 3(a), THIS SOFTWARE IS LICENSED TO YOU "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- (c) **Errors and Fixes.** Additionally, like any other software product, we cannot guarantee that your use of this Software will be uninterrupted or error-free. We will attempt to correct any errors that you bring to our attention, but we cannot promise such corrections. Some corrections may only be available as part of the next major upgrade to the program.

**4. Limitation of Liability. LAS WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO, AND WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED UPON CONTRACT, TORT, PRODUCTS LIABILITY OR OTHER CAUSE FOR ACTION. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES DUE TO LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES OR ANY OTHER REASON, EVEN IF LAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LAS'S LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT YOU PAID TO USE THIS SOFTWARE.**

**5. Additional Software Included.** EZLease includes the Crystal Reports Runtime Product for report creation. You may not: (a) modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format; (b) distribute the Runtime Product to any third party; (c) use EZLease or the Runtime Product to create for distribution any other product; (d) use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format; or (e) use the Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties. Using EZLease to provide reports as part of professional services for another company is not considered a violation of this clause; provided that the Software is not accessed or directly used by a third party.

**6. Termination.** This Agreement and all rights and licenses granted under this Agreement may be

terminated at the sole discretion of LAS if you breach any of the terms and conditions of this Agreement. Without limiting the foregoing, we may terminate the License upon notice to you if you fail to pay the license fee for the Software and such failure continues for a period of 10 days after we give you written notice of such failure.

7. **Choice of Law.** This Agreement shall be construed, interpreted, and governed by the laws of the Commonwealth of Virginia.
8. **Miscellaneous:** The provisions of this Agreement are severable, and if one or more provisions of this Agreement may be determined to be illegal or otherwise unenforceable either in whole or in part, the remaining provisions and any partially enforceable provisions shall nevertheless remain binding upon the parties. This Agreement will bind and inure to the benefit of LAS and its successors and assigns and will bind and inure to the benefit of you and your successors, representatives, agents, and assigns. This agreement constitutes your and our entire understanding and agreement regarding the Software and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of you and us. Our waiver of any provision of this Agreement will not constitute a waiver of any other provisions or waiver of the same provision at any other time.

If you have any questions about this agreement, please contact us via email to:

[EZLease@leaseaccelerator.com](mailto:EZLease@leaseaccelerator.com) or call: 865-235-6759