

## **END-USER LICENSE AGREEMENT FOR THE VISION SOFTWARE/WEB APPLICATION AND RELATED MODULES**

**IMPORTANT - READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal contract between you (either an individual or a single business entity) and V. Alexander & Co., Inc. which is located in Memphis, Tennessee and operates product(s) that is located via internet URL: [www.valexander.com](http://www.valexander.com) which for the software application identified above (the "Software Application"). V. Alexander & Co., inc. will also be referred to as VALEXCO further within this document.

BY USING OUR WEB BASED PRODUCT YOU AGREE TO THE TERMS WITHIN THIS DOCUMENT, WHICH MAY ALSO BE SUBMITTED AND TRANSMITTED IN WRITING WHEN DOING BUSINESS IN PERSON. VALEXCO ENCOURAGE ALL USERS OF OUR PRODUCT TO KEEP A PRINTED COPY OF THIS AGREEMENT AND ALL UPDATED VERSIONS ON HAND FILED. BY THIS AGREEMENT OR OTHERWISE USING THE SOFTWARE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SIGN THIS AGREEMENT OR USE THE SOFTWARE APPLICATION, YOU ALSO REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT ON BEHALF OF THE PERSON OR ENTITY USING THE SOFTWARE APPLICATION. YOU ALSO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE FOR THE VALEXCO WEB SITE LOCATED AT [WWW.VALEXANDER.COM](http://WWW.VALEXANDER.COM). LOGGING INTO THIS SOFTWARE BY MEANS OF A USER ACCOUNT OTHER THAN YOUR OWN IS A DIRECT VIOLATION OF THIS AGREEMENT AND VIOLATORS WILL BE PROSECUTED TO THE FULL EXTENT APPLICABLE LAWS. THE PURPOSE OF THIS SOFTWARE IS TO GIVE ACCESS SOLELY TO YOUR USER ACCOUNT TO VIEW DATA RELATED TO BUSINESS TRANSACTIONS BETWEEN YOURSELF OR YOUR COMPANY AND VALEXCO AND NO OTHER PARTY. COMPETITORS OF VALEXCO, CONSULTANTS OR ANY OTHER THIRD PARTY ARE STRICTLY PROHIBITED FROM ACCESSING OR VIEWING THIS SOFTWARE OR DATA THEREIN EVEN IN A PRINTED FORMAT UNDER ANY CIRCUMSTANCES.

### **LICENSE TERMS**

Subject to the terms and conditions of this Agreement, including, but not limited to, payment of the applicable fees quoted by VALEXCO, VALEXCO hereby grants you a revocable, non-exclusive, non-transferable, non-sub license to use the Software Application strictly in accordance with the terms and conditions of this Agreement.

The Software Application provides you with certain supply chain management capabilities. This information is proprietary to VALEXCO and its data suppliers. This information is licensed for your internal personal or professional use and may not be resold or provided to others. You may not distribute, sell, rent, sublicense, or lease such information, in whole or in part to any third party; and you will not make such information available in whole or in part to any other user in any networked or time-sharing environment, or transfer the information in whole or in part to any computer other than the PC used to access this information.

### **LICENSE LIMITATIONS**

You may not rent, lease or lend the Software Application, use it in a service bureau arrangement or use it in a manner inconsistent with the related documentation. You may not reverse engineer, decompile, or disassemble the Software Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Without prejudice to any other rights, VALEXCO may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement or if you violate Website Terms and Conditions of Use. In such event, you must destroy all copies of the Software Application and all of its component parts and related data and proprietary information, and VALEXCO may suspend or deactivate your use of the Software Application with or without notice.

### **GOVERNING LAW**

This Agreement shall be governed by the laws on a local, state level and national level within the United States. All use of company operations relating to VALEXCO aim to be in complying with all state and federal regulations of the U.S. and foreign territories. You hereby consent to exclusive jurisdiction and venue in the courts of the State of Tennessee. You may not assign or otherwise transfer this Agreement or the rights and licensed granted hereunder.

### **PROPRIETARY RIGHTS**

All title, copyrights, patent rights or other proprietary or intellectual property rights in and to the Software Application (including, without limitation, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Application), the accompanying media and printed materials, and any copies of the Software Application are owned by VALEXCO or its suppliers. The VALEXCO name and logo, and all related products and service names, design marks, and slogans, without limitation, are property of V. Alexander & Co., Inc., A Tennessee Corporation (VALEXCO) located via internet at [www.valexander.com](http://www.valexander.com). All other product and service marks contained herein are the trademarks and/or property of their respective owners.

### **DISCLAIMERS OF WARRANTY, LIABILITY AND DAMAGES**

THIS SOFTWARE APPLICATION AND THE ACCOMPANYING FILES AND DATA AND ANY RELATED SERVICES, IS PROVIDED "AS IS." YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SOFTWARE APPLICATION, RELATED DATA AND SUCH SERVICES AND YOUR USE OF THE INTERNET GENERALLY. VALEXCO AND ITS PARENTS, SUBSIDIARIES, SUPPLIERS AND THEIR RESPECTIVE EMPLOYEES DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE APPLICATION, DATA OR SUCH SERVICES. VALEXCO AND ITS PARENTS, SUBSIDIARIES, SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY OF DATA, OR THAT THE SOFTWARE APPLICATION AND RELATED DATA AND SERVICES ARE VIRUS OR ERROR FREE.

Good data processing procedure dictates that any program be thoroughly tested with noncritical data before relying on it. The user must assume the entire risk of using the Software Application.

Any material contained on this service may include inaccuracies or errors. V. Alexander & Co., Inc. has the right to make changes and updates to any information contained within this service and any specifications, equipment data, VIN decode specifications, and prices without prior notice.

IN NO EVENT WILL VALEXCO OR ITS PARENTS, SUBSIDIARIES, SUPPLIERS, SERVICE PROVIDERS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST DATA OR LOST SAVINGS, EVEN IF A VALEXCO REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE MAXIMUM LIABILITY OF VALEXCO OR ITS PARENTS, SUBSIDIARIES, SUPPLIERS, SERVICE PROVIDERS OR THEIR RESPECTIVE EMPLOYEES HEREUNDER AND OTHERWISE WITH RESPECT TO THE SOFTWARE APPLICATION AND/OR RELATED SERVICES SHALL BE THE AMOUNTS PAID BY YOU HEREUNDER.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to you.

### **Superseding Addendum to Services Agreement and End User Services Agreement**

THIS SUPERSEDING ADDENDUM (this "Addendum") is made so that certain VALEXCO Services Agreement (the "Services Agreement") between VALEXCO and its client ("Client") which Services Agreement incorporates the terms and conditions of the V. Alexander & Co., Inc. (VALEXCO) End User Services Agreement (the "EULA") and is effective as of the Effective Date March 10th, 2011. In the event of any conflict or inconsistency between this Addendum and the Services Agreement, the terms and conditions of this Addendum shall control.

**1. Software Application.** The term Software Application shall mean the entire VISION suite of products, including the V. Alexander & Co., Inc. website ([www.valexander.com](http://www.valexander.com)) and any future modules released as part of the VISION product line.

**2. Ownership of and license in the Client Data.** Client shall retain ownership in all data submitted by Client via the Software Application (the "Client Data"). Client hereby grants VALEXCO a limited non-exclusive license in the Client Data for the term of the Agreement, solely for the purposes of performing the services described herein and in the Agreement.

**3. Partnerships with VALEXCO.** Client(s) may subscribe to use our service(s) that are integrated within our product communicating with other 3rd party websites, government agencies, services vendors and software applications to communicate data stored within the VALEXCO system. This service is a convenience to subscribers and VALEXCO holds no warranties or guarantees relating to the warranties and disclaimers within this document. Client(s) may incur extra fees relating to our partners separate from any fees owed or collected by VALEXCO.

**4. Use of Output of Application Services.** Client may use, copy, display any reports, and other such materials generated by the Application Services using Client Data, strictly for their internal purposes. Distribution external to the Client(s) is strictly prohibited. Client agrees not to reproduce the look and feel of such generated materials in any materials produced by Client using other software or produced after the term of this Agreement.

**5. Confidential Information.** Each party agrees that during the term of the Services Agreement and this Addendum, and for a period of five (5) years thereafter: (i) it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees, contractors, or agents, (collectively "Representatives") having a need to know; (ii) it will not use, nor will it permit its Representatives to use, the Confidential Information of the other for any purpose other than the performance of the Services Agreement; (iii) it will disclose the Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; (iv) it shall be responsible for any disclosure or misuse of such Confidential Information by such Representatives; and (v) it shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than reasonable diligence and care. "Confidential Information" shall mean, with respect to a party hereto, any information or material that (A) is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) is known by the parties to be considered confidential and proprietary, or (C) should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment. Confidential Information does not include information which: (i) is or becomes generally known to the public by means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without reference to the other party's Confidential Information; or (v) is subject to disclosure under court order or other lawful process, but only to the extent required to be disclosed by such order or process.

**6. Protection of Certain Client Data:** VALEXCO represents and warrants to Client that our company presently maintains, and will continue to maintain and periodically test the efficacy of, appropriate information security programs and measures designed to ensure the security and confidentiality of "Customer Information". Such information security programs and measures shall include appropriate procedures designed to:

- Protect the security and confidentiality of such information;
- Protect against anticipated threats or hazards to the security or integrity of such information, and
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer of the Client.

Applicable governmental regulators may, from time to time, also audit the security programs and measures implemented by the Service Provider pursuant to this Section and the Service Provider shall not impose any fees or charges on the Dealer, its representatives or applicable governmental regulators in connection with such audit.

**7. Fees.** VALEXCO may charge a fee for these online services in addition to other fees related to transportation, Customs clearance or other services. This fee may be waived at the discretion of VALEXCO on a customer by customer basis.

**8. Limited Warranty.** VALEXCO, represents and warrants that the Software Application will perform substantially in accordance with the specifications set forth in the Services Agreement and the attachments thereto. Client's sole remedy and VALEXCO sole obligation with respect to a breach of this warranty shall be for [www.valexander.com](http://www.valexander.com). (VALEXCO) to use commercially reasonable efforts to correct any reproducible errors in the Software Application. Subject to the foregoing, all warranty disclaimers in the EULA shall apply.

**9. GDPR – General Data Protection Regulations.** On May 25, 2018, The European Union (EU) implemented a new set of laws designed to strengthen the privacy rights of EU citizens, which is called General Data Protection Regulations. These new laws affect how EU citizen's personal data is collected, processes and used, regardless of where a business or organization is located. The GDPR requires that controllers, such as V. Alexander & Co., Inc. only use processors (for instance, cloud based software vendors) that provide sufficient guarantees to meet key requirements of the GDPR. VALEXCO has taken steps to insure compliance in this regard. Additionally, in regards to the collection, processing, storage and backup of GDPR covered personal data VALEXCO states:

- a) Individual Monitoring - VALEXCO systems do not monitor individuals in any way, although we may collect some location information such as IP address and browser data for internal analysis and system improvements. This data is not shared with a third party. Several layers of sophisticated firewall and security systems are in place to protect data. Personal data is held on secure servers in controlled facilities.
- b) Collection of Sensitive Data - VALEXCO does not collect or store medical, biometric, genetic or health status, criminal history, trade union membership, personal financial information nor information related to race, gender, sexual preferences or orientation, religious preference or beliefs, political affiliation. VALEXCO does not use personal data to analyze or predict personal preferences, behaviors or attitudes of a natural person.

- c) What Your Data Is Collected For - VALEXCO Vision Software collects very limited data subjects of a personal nature. Other than your name all other information including email address, physical address, phone and fax numbers should be business information related to transactional processing. We may use your address and or email address to send relevant news, marketing or sales information directly to you; but never to a third party. Your information is collected to fulfil technical, logistical, compliance, legal, administrative and/or back office functions. Your information is used to ensure, as far as is practical, that our application is compatible with major browsers. Your information may be used where we reasonably suspect that unlawful or non-compliant activity has been, is being or may be engaged in and the use or disclosure is a necessary part of our investigation or in reporting the matter to the relevant authorities. To ensure business continuity, your personal data may be provided to escrow service providers as well as to backup storage providers.
- d) Children - By using this system, you are confirming that you are over the age of 18. The Vision software is not to be used by children under the age of 18. The Vision software is not marketed to children nor intended for their use and therefore no personal data is to be collected from a minor.
- e) Transmission and Storage Security - Data entered into our Vision software is encrypted in transit. Operational data as well as backup data is encrypted in transit as well as at rest. Internal data access is limited and held to a high degree of confidentiality.
- f) Data Security - Our software and systems are designed to insure that personal data is secure and minimally processed.
- g) Use of Data - Personal information collected by Vision software will never be sold, shared or used in marketing to third parties; except for parties such as US Customs and other government agencies necessarily involved in the processing of trade transactions and only when absolutely necessary. Information is subject to being shared with legitimate government law enforcement agencies if requested by subpoena or warrant. You should be aware of the risks, rules, safeguards and rights in relation to the processing of personal data and how to exercise your rights in relation to such processing. Detailed information can be found on the European Commission website [https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules\\_en](https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en) and <https://gdpr-info.eu/>
- h) Maintaining Records - In demonstrating compliance with the GDPR we maintain records of the transactions involving personal data and are able to, upon request, make those records available to a legal and appropriate supervisory authority.
- i) Data Processing - Personal data is processed in a manner that insures appropriate security and confidentiality of the personal data including preventing unauthorized access to or use of personal data and the equipment used for processing.
- j) Consenting to Use - As plainly stated on the Vision login screen, by logging in to the Vision system you are agreeing to the terms and conditions contained in this document and consenting to the use of personal information in the manner described herein.
- k) Withdrawal of Consent – Consent to store and/or process personal data may be withdrawn at any time where we are relying on consent to store and/or process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.
- l) Reasons for Collection and Storage - VALEXCO only collects and stores data that is adequate, relevant and limited to what is necessary for the purpose of transacting business related to logistics, transportation, forwarding, warehousing or Customs brokerage or other business interests that we engage in. We only retain data up to the point of regulatory requirements. Usually, this is for a period of five years; then all transactional data is permanently deleted.
- m) Inaccurate Data - Every reasonable step is taken to ensure that personal data that are inaccurate are rectified or deleted.
- n) Request Erasure - You may request to delete or remove personal data where there is no good reasons for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing, where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons, which will be notified to you, if applicable, at the time of your request.
- o) Data Breach - In the event of a known data breach, VALEXCO will distribute a notification within 72 hours to known and suspected parties as well as supervisory authorities.
- p) Data Subject Access Request - You have the right to request, free of charge, access to and rectification or erasure of personal data as well as the right to object and the “right to be forgotten”. Requests can be made by sending an email to [gdpr@valexander.com](mailto:gdpr@valexander.com). It can be provided in a structured, commonly used and machine-readable format. Information will be returned as soon as possible but no longer than one month from request. To insure confidentiality, details of your personal information will be passed on to you only if and once we are satisfied that the information relates to you. You have the right to transmit that data to another controller without

hindrance from VALEXCO. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

q) Data Protection Officer - David Swett c/o V. Alexander and Co., Inc. 22 Century Blvd., Suite 510, Nashville, TN 37214 TEL: 615-885-0020 Email: [dswett@valexander.com](mailto:dswett@valexander.com)