



City of Santa Fe New Mexico

Memorandum



DATE: 4/8/2022

TO: John W. Blair, City Manager

FROM: Terry Lease, Asset Development Manager , Economic Development Dept.

VIA: Rich Brown, Director, Economic Development Dept.

ISSUE: Procurement of a Lease Management Application

BACKGROUND AND SUMMARY:

The City of Santa Fe does not currently have a lease management application. A lease management application is required for the City to become compliant with GASB87 and acquisition of "Lease Tracking Software" was recommended in the "City of Santa Fe Leases Internal Audit" dated April 2020; prepared by REDW, LLC (CPAs/Advisors).

The Economic Development Department (ED) contacted multiple lease management application providers and selected four for further consideration. Demonstrations by Visual Lease, Lease Query, Space Base and EZLease were attended by staff; quotes were received by all four. Staff from Parks and Recreation, Airports and Land Use were also involved in with this process. Visual Lease, LLC was chosen to be the City's lease management application provider based on the following:

1. Visual Lease, LLC agreed to use the City's General Services Contract.
2. The annual payment charged by Visual Lease, LLC was the second lowest of the four quotes received.
3. The City used the Visual Lease application in 2018 and 2019 and some staff are familiar with the program.
4. GASB87 compliance module.

This application will allow the City to become compliant with GASB87 and to manage the City's leases, including and not limited to, lease reports, lease payments, terminations and renewals. The program will also be used to inventory all City owned properties.

ACTION:

Sign attached General Services Contract.

Item# 22-0254
Munis Contract# _____

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

VISUAL LEASE ENTERPRISE PLATFORM

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Visual Lease, LLC**, a New Jersey limited liability company, herein after referred to as the "Contractor."

This Agreement shall consist of the City of Sante Fe General Services Contract, the Order Form in Exhibit A, the Client Access Site Terms of Use in Exhibit B, and the Visual Lease Business Terms and Conditions in Exhibit C.

In the event of any conflict between the City of Sante Fe General Services Contract, the Order Form in Exhibit A, the Client Access Site Terms of Use in Exhibit B and the Visual Lease Business Terms and Conditions in Exhibit C, the order of priority shall be as follows:

- 1st - City of Sante Fe General Services Contract,
- 2nd - the Order Form in Exhibit A,
- 3rd - the Client Access Site Terms of Use in Exhibit B, and lastly
- 4th - the Visual Lease Business Terms and Conditions in Exhibit C,

provided however that the following shall be of **no** effect and shall **not** form part of this Agreement:

- (a) the *online* Client Access Site Terms of Use at <https://visuallease.com/vl-terms-of-use> *that are referenced in the Order Form* and
- (b) the *online* Visual Lease Business Terms and Conditions at <https://visuallease.com/terms-and-conditions> *that are referenced in the Order Form*.

Each reference to an Exhibit A shall mean the applicable Exhibit A under this master Agreement. The parties may, from time to time, enter into additional Exhibit A's under this Agreement, and each such additional Exhibit A shall be sequentially numbered (e.g., Exhibit A-2, Exhibit A-3, etc.). Except for Exhibit A-1, the first Exhibit A, all subsequent Exhibit A's must be signed by the authorized representatives of both parties in order to be effective. No Exhibit A subsequent to any previous Exhibit A shall affect any previous Exhibit A, unless expressly stated to the contrary in such subsequent Exhibit A.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **the City**. "We," "us" or "our" refers to the **Contractor**. (Such defined terms are used mostly in the Client Access Site Terms of Use and the Visual Lease Business Terms and Conditions.)

2. **Scope of Work**

A. The Contractor shall perform the following work and provide the services further described in the attached Exhibit "A."

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each services item as listed in Exhibit A.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

Notwithstanding the above in this sub-section (A):

- (i) this sub-section (A) shall only apply to Contractor's SaaS offering for Enterprise Lease Platform (including its modules for Lease Administration and Lease Accounting) not for any non-SaaS services including implementation.
- (ii) the city shall not reject the Contractor's SaaS offering for Enterprise, and Lease Platform (including its modules for Lease Administration and Lease Accounting) service unless such service fails to materially conform to the Visual Lease User Guide document generally made available by Contractor to its other SaaS offering for Enterprise Lease Platform (including its modules for Lease Administration and Lease Accounting) customers.

- B. Payment of Invoice - Upon acceptance that the products or services have

been received and accepted (in accordance with sub-section 4(A) above, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice, unless otherwise noted on the Order Form. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This (master) Agreement shall remain in generally in effect so long as there is a valid Exhibit A in effect. Each Exhibit A, and the provision of the specific services described in each, shall have its own respective service(s) term(s) as set forth in the Order Form. In no event shall the term, including any amendments and renewals exceed the term permitted by NMSA 1978, sec. 13-1-150(A).

6. **[Intentionally omitted]**

7. **Termination**

A. **Grounds.**

(1)

(a) (Termination by City for *Insufficient Appropriations Related Convenience*) The City may terminate this Agreement for *insufficient appropriations related* convenience to the extent that it is unable to obtain sufficient appropriations to the extent set forth in Section 17 (Appropriations) below. (See also Sect. 8(b) regarding partial appropriation events.)

(b) (Termination by City for *Non-Insufficient Appropriations Related Convenience*) The City may terminate this Agreement for *non-insufficient appropriations related* convenience provided that The City must pay all amounts to Contractor due under this Agreement as if The City had not so terminated.

(2) The **City** may terminate this Agreement for **cause** based upon: (i) the Contractor's uncured, material breach of this Agreement, (ii) Contractor commits a fraudulent act against City, (iii) Contractor 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.

(3) The **Contractor** may only terminate this Agreement for cause based upon: (i) the City's uncured, material breach of this Agreement, (ii) City commits a fraudulent act against Contractor, (iii) City fails to pay any amount due under this Agreement upon thirty (30) days written notice that the amount is overdue, or (iv) City 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.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A(1)(a) (Termination by City for *Insufficient Appropriations Related Convenience*), the terminating party shall give the other party written notice of termination at least thirty (30) days prior to the intended date of termination, subject to 7B(2) just below.

2) Such termination notices shall (i) identify the reason for such termination, , and (ii) state what the other party must do to cure if such cure is possible. Terminating party's notice of termination shall only be effective (i) if the other party does not cure all material breaches, or remedy the other permitted termination for cause reason, if any, within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the other party does not, within the thirty (30) day notice period, notify the terminating party of its intent to cure and begin with due diligence to cure the material breach or other terminating cause reason.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (ii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. In the event of termination by City under 7(A)(1)(a)(Termination by City for *Insufficient Appropriations Related Convenience*), except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable (in accordance with Section 4(A)) work performed/services provided prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to reduce the quantity of services, or the fees for services, to be provided to City due to bona fide insufficient appropriation issues contemplated under Section 17 (Appropriations), the Contractor shall either, within thirty (30) days of receipt of the proposed Amendment, have the option to cause City to terminate the Agreement for convenience pursuant to the termination provisions as set forth in Paragraph 7(A)(1)(a) (Termination by City for *Insufficient Appropriations Related Convenience*), or to agree to the proposed amendment.

9. [intentionally left blank]

10. **Assignment**

(To the extent addressed in the Client Access Terms Sect. 21(f) (Assignment).)

11. **Subcontracting**

To the extent Contractor subcontracts any portion of the services to be performed under this Agreement no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **[intentionally left blank]**

14. **Commercial Warranty**

The Contractor agrees to provide the quality warranty set forth in Section 19 (Warranties) of the Client Access Terms.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

VLC shall provide you with a copy of its most recent SOC report upon request. During the term of this Agreement and for three years thereafter, 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,. Payment under this Agreement shall not foreclose the right of the City to recover illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

18. **Release**

The Contractor, upon final payment of the full fees due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations arising from or under this Agreement regarding the payment of fees for the services, provided such shall not relieve City from any liability to Contractor from any valid legal claims arising from or under this Agreement including for breach. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

To the extent addressed in the Client Access Terms Sect. 14 (Confidentiality).

20. **Conflict of Interest**

The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the reasonable opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap,

or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to tangible or real property to the extent arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors, subject to the following sentence. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

To the extent addressed in the Client Access Terms Sect. 20 (Limitation of Liability).

29. **Workers' Compensation**

The Contractor agrees to comply with states in which the Contractor has employees' laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the applicable states' workers' compensation statutes and applicable rules when required to do so, such shall give the City the right to terminate this Agreement for cause as contemplated under 7(A)(2) above including the Contractor's right to cure.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

To the extent addressed in the Client Access Terms Sect. 19 (Warranties).

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **[Intentionally left blank]**

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance (Force Majeure)**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, court order, flood, fire, strike, power failures, damage or destruction of any network facilities or servers, or other reason beyond its reasonable control, provided that the party has prudently and promptly acted to take any and all reasonably steps that are within the party's

control to ensure performance. Subject to this provision, such non-performance shall not be deemed a ground for termination.

34. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, 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 remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark, or misappropriates any trade secret, in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement or misappropriation, the Contractor shall at its option and expense:

- 1) obtain the right for the City to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service (to the extent that any such claims remain after Contractor has so obtained such right to the same extent that Contractor is obligated to indemnify the City against such claims as generally contemplated under this Section 37 (Patent, Copyright and Trade Secret Indemnification));

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the pre-paid but unearned portion of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor.

This Section (Patent, Copyright and Trade Secret Indemnification) states Contractor's sole liability to, and the City's exclusive remedy for, any type of patent, copyright, trademark,

trade secret, infringement/misappropriation claim brought against City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for termination of this Agreement pursuant to the conditions set forth in Paragraph 7(A)(2) of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor

knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Notification**

Either party shall give written legal notice to the other party in accordance with the terms of this Paragraph. All *legal* notices required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery, upon receipt if sent by certified mail (return receipt requested), or upon receipt when sent via nationally recognized overnight courier.

To the City: Office of Economic Development
 Attn. Asset Development Manager
 500 Market Street, Suite 200
 Santa Fe, NM 87501

To the Contractor: Visual Lease, LLC
 100 Woodbridge Center Dr., Suite 200
 Woodbridge, NJ 07095

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph.

If Contractor needs to contact the City about ***non***-legal issues regarding the services or your services account, the City consents to receive such 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 Visual Lease platform.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

VISUAL LEASE, LLC:

John Blair
John Blair (Jun 8, 2022 17:20 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jun 8, 2022

DocuSigned by:

Robert F Paulus

Robert F Paulus

NAME

VP, Strategic Alliances

TITLE

DATE: 4/18/2022

CRS#

Registration #

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELIC, CITY CLERK ^{XIV}
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2022 11:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jun 2, 2022 13:14 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

2122800-510340 AH

Org.Name/Org.# ^{AH}

EXHIBIT "A-1"

Services to be provided:

1) Contractor's SaaS offering:

Enterprise Lease Platform - A cross-functional platform consisting of Enterprise Lease Administration Solution and Enterprise Lease Accounting Solution.

2) Contractor's implementing services for Contractor's SaaS offering:

Implementation Package for Enterprise Lease Accounting - "Seamless, end-to-end implementation, including initial

set-up and configuration assistance, hands-on training, one-on-one technical consulting. Consists of:

- Activation and configuration of financial accounting calculations (FASB/IASB/GASB)
- Financial category setup
- Configuration of standard ERP export
- Data migration import templates
- Access to Visual Lease University

<u>Services item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
1		\$3,500 one time implementation fee for Services item 2 above one-time \$3,500
2		Annual subscription fee for Services item 1 above annual \$18,000

The total compensation under this Agreement shall not exceed \$57,500.00 *not* including applicable New Mexico gross receipts tax.

The City reserves the right to renew the subscription term for Services item 1 above for up to four annual periods in accordance with NMSA 1978, §§ 13-1-150 through 152. Notwithstanding NMSA 1978, §§ 13-1-150 through 152, in the event that City exercises its right to so renew, then Contractor shall have the right to increase the annual subscription for each such annual renewal by up to five percent (5%) over the previous annual period's annual subscription fee.



One-time implementation costs, subscription fees & support

Visual Lease, LLC (VL) is pleased to submit the following proposal for the setup and use of the Visual Lease solution for **City of Santa Fe, NM**

Upon approval by the Company, Visual Lease will provide to the Company its Subscription License Agreement for review and execution. All pricing is in U.S. Dollars.

Proposal Summary

Visual Lease license version	Enterprise lease accounting
Number of active lease records	Up to 360 Leases and owned properties
Number of archived records	Unlimited, no charge
Number of users	Unlimited, no charge
One-time implementation fee	\$3,500
Annual license fee	\$18,000
Quote valid through	5/28/2022

Our Visual Lease "Enterprise Lease Accounting" Edition includes all available features today as well as monthly releases. Also included is continuous hosting, backups, maintenance, upgrades, technical support and a dedicated account manager. See Setup Costs and Ancillary Services section of this Proposal for further pricing details.

Annual Pricing Summary

Fees	Annual Subscription	One-Time Fee
2022-03-01 - 2023-02-28	\$18000	\$3,500.00
2023-03-01 - 2024-02-29	\$18000	
2024-03-01 - 2025-02-28	\$18000	

This Order Form ("Order Form") and its incorporated documents between the above-named Company and Visual Lease, LLC ("VLC") creates an agreement ("Agreement") pursuant to which VLC agrees to license the product Visual Lease ("Visual Lease" or "VL") and provide other products and services set forth herein (collectively, the "Services") and the Company agrees to pay the amounts due hereunder and comply with the terms hereof. This Agreement incorporates the Visual Lease Business Terms and Conditions ("Business Terms") available online at <https://visuallease.com/terms-and-conditions> as well as the Client Access Site Terms of Use (the "Terms of Use") available online at <https://visuallease.com/vl-terms-of-use>. Terms used on this Order Form and not otherwise defined shall have the meanings set forth in the Business Terms and/or the Terms of Use. To the extent a conflict exists, the order of precedence shall be this Order Form, followed by the Business Terms, Terms of Use and the EU Personal Information GDPR DPA, in that order. Each person executing this Agreement represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. The parties hereby acknowledge that this Agreement may be executed and delivered by email and such document shall constitute a legal and binding agreement on the parties.

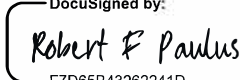
Company	City of Santa Fe, NM	VLC	Visual Lease LLC
Signature		Signature	<div>DocuSigned by:  F7D65B43262241D...</div>
Name		Name	Robert F Paulus
Title		Title	VP, Strategic Alliances
Date		Date	4/18/2022

EXHIBIT B

to the City of Santa Fe General Services Agreement

Client Access Site Terms of Use

1. Welcome to Visual Lease

Contractor (as defined in the City of Santa Fe General Services Agreement) (“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, together with the rest of the Agreement, 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. By signing this Agreement you acknowledge that the **City** (as defined in the City of Santa Fe General Services Agreement) 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. The unauthorized use of the VLC Sites, Software or Services will be prosecuted to the fullest extent of the law.

2. 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.

3. Database Access

We will establish a Visual Lease database (the “Database”) for purposes of housing information about your real estate and other obligations that you choose to record therein (“Company Data”), provided your version of Visual Lease allows for the same. From time to time, VLC will make available various “Service Plans” consisting of different combinations of features and functions of the Service. If the service level and options you selected at sign-up (the “Selected Service Plan”) includes Visual Lease Administrator access, we will provide you with access to the administrative functions of Visual Lease via a separate web login so that you can make modifications to the Database structure and/or drop-down lists as such functions allow.

We will supply you with access to the Services via the Internet and will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime or unavailability caused by circumstances beyond VLC's reasonable control. To the extent practicable, we will schedule planned downtime after regular business hours starting at 5:00 p.m. Pacific Time and we will give you at least 8 hours' notice of the same via email. This paragraph does not apply if you are accessing the Services in a sample database ("Sandbox") for testing or demonstration purposes and/or utilizing the "VL Go" version of the Software.

The VL Go and Sandbox versions of Visual Lease may not include full functionality or availability of all system features and functions. Functionality included in the VL GO and Sandbox versions of the Software are at VLC's sole discretion and access to such VL Go and Sandbox Databases may be terminated by VLC at any time, with or without notice.

4. Pricing and Payment Terms

You agree to pay VLC the fees (the "Fees") for the Selected Service Plan, unless we have agreed to other terms per a separate written agreement. Upon notice via the VL platform or otherwise, we may change the components and/or features of the Selected Service Plan and/or Fees (including additional Fees for new Features). If you use the Services after the notice period, you will be deemed to have agreed to such revised Service Plan and/or Fees. VLC's fees do not include any 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. Pricing and payment terms provisions do not apply if you are accessing a Sandbox for testing or demonstration purposes and/or utilizing the "VL Go" version of the Software.

5. 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, or for any other benchmarking or 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 derivate 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.

6. 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.

7. 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.

8. Trademarks

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

9. Copyright Complaints

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

10. 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.

11. 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. In addition, by submitting any unsolicited information and materials, including comments, ideas, suggestions, questions, blog postings, and other similar communications (collectively, “Unsolicited Information”) on the VLC Sites, you agree that VLC, or any of its affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, you specifically agree that VLC and its affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to the VLC Sites for any purpose whatsoever, including, but not limited to, developing, and marketing products. By submitting any Unsolicited Information, you are granting VLC a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information without notice or obligation to you.

12. 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](https://visuallease.com/privacy-policy/) (located at <https://visuallease.com/privacy-policy/>), which is hereby incorporated by reference in its entirety.

13. Federal Government End Use Provisions

In the event VLC provides the Services for ultimate federal government end use, it shall be solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211(Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3

(Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with VLC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14. 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.

VLC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Company Data in accordance with the requirements of 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 and utilize Company Data in order to operate, develop 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 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.

15. European Union GDPR & Standard Contractual Clauses for Transfer of Personal Information

If you are subject to the European Commission's General Data Protection Regulation (GDPR) for the transfer of personal data to processors established in third countries, you must agree, as a condition of using the Services, to the European Union Personal Information — GDPR Data Protection Addendum set forth at <https://visuallease.com/eu-privacy-agreement>.

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

17. Links to Other Web Sites & Third Party Services

The VLC Sites may periodically provide links to third party websites ("Third-Party Sites"). This Agreement governs only the 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 you decide to access linked Third-Party Sites, you do so at your own risk. You should direct any concerns regarding any Third-Party Sites to the administrator of the applicable Third-Party Site.

Company 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 Company acquires, accesses or uses the Third Party 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," "AS AVAILABLE" and otherwise in accordance with the Section 19(c) below. 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.

18. Indemnification

VLC agrees to defend, indemnify and hold harmless the City, its 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 City by a third party (each, a "Claim") alleging (a) (i) [VLC Service Infringement Indemnity] use of the Services as permitted hereunder, infringes or misappropriates the intellectual property or other rights of a third party, or (b) arising from a negligent material breach of the Agreement by the VLC, provided, however, in each case the City (i) promptly gives written notice of a Claim to VLC; (ii) gives sole control of the defense and settlement of the Claim to VLC (provided that VLC may not settle any Claim unless the settlement unconditionally releases the City of all liability); and (iii) provides VLC with all reasonable assistance, at VLC's expense. This Section states the City's sole liability to, and the City's exclusive remedy against, VLC for any type of Claim.

19. Warranties

(a) VLC warrants and represents that:

(i) Throughout the Initial Term of this Agreement, the VLC Services will comply in all material respects with the Visual Lease User Guide (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; and

(ii) All Services shall be performed by qualified personnel in a good and workmanlike manner and in accordance with industry standards;

(b) Your sole and exclusive remedy for VLC's breach of any of the warranties in sub-section (a) above shall be for VLC to either repair or replace 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.

(c) Other than as set forth herein this Section 19 (Warranties), you acknowledge and agree that the VLC Sites, including, without limitation, the Software, 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, non-infringement, 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. None of the Visual Lease Parties shall be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the VLC Sites or Services.

20. Limitation of Liability

In no event shall the Visual Lease Parties be liable for special, indirect, punitive, exemplary, or consequential damages, including lost profits, revenues or savings, even if VLC 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, except to the extent of VLC’s obligations under Section 25 (Indemnification) of the City of Santa Fe General Services Contract. 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. Your sole and exclusive remedy for dissatisfaction with the VLC Sites, the Software, the Services or the Content is to stop using same. 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 Visual Lease Parties’ 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.

21. 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. 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.

E. 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.

F. Not Professional Services. You acknowledge and agree that although VLC's staff may include attorneys, accountants, engineers and other licensed professionals, any services rendered by VLC shall be deemed to be consulting in nature and not legal, accounting or other professional services.

I. Entire Agreement. 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@visuallease.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.

EXHIBIT C
to the City of Santa Fe
General Services Agreement

Visual Lease
Business Terms and Conditions
(Updated 12-17-19)

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 presentment.

8. **STANDARD ACCCOUNTING/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, Data Import 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. 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 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 any 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. 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



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Visual Lease, LLC

Procurement Title: Acquisition of a Lease Management Program

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐ _____

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Economic Development Dept. Staff Name Terry Lease

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	RFP
<input type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Terry Lease</u>	<u>Asset Development Manager</u>	<u>4/8/2022</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Dunaway</u> <small>Fran Dunaway (May 31, 2022 11:29 MDT)</small>	<u>Chief Procurement Officer</u>	<u>May 31, 2022</u>
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Visual Lease, LLC**

Description: **Will provide a lease management program.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **When signed by Mayo** Term End Date: **2/28/2025**

☐ Approved by Council Date: _____

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

A lease management program is required for compliance with GASB87 and will also be used to manage the City's leases, including and not limited to, lease reports, lease payments, terminations and renewals. The program will also be used to inventory all City owned properties. The Economic Development Dept. viewed and received quotes from a total of four lease management companies.

3. Procurement History: _____


Fran Doherty (May 31, 2022 11:29 MDT)

May 31, 2022

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____
3 quotes and cannot exceed \$60k. excluding GRT. ENSURE TO MARK "EXHIBIT A" as referenced in the Contract.

4. Funding Source: **Economic Development Dept.** Org / Object: **2122800-510340**


Andy Hopkins (May 25, 2022 10:47 MDT)

May 25, 2022

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: **Terry Lease** Phone # **505-629-2206**

Email: **tlease@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Date	2/28/2022
Sales Order #	Q-12010
Expiration Date	3/24/2022

LeaseQuery, LLC

3 Ravinia Drive NE
Suite P7
Atlanta, GA 30346
(800) 880-7270
LeaseQuery.com

Client

Santa Fe, NM
500 Market Street Suite 200
Santa Fe, New Mexico 87501
Attention: Terry Lease
505-629-2206
tjlease@santafenm.gov

Key Subscription Terms

Initial Term (commencing on the date last signed below) 12 months

PRODUCTS

Subscription for LeaseQuery Advanced, up to 375 Records
(annual amount shown) (\$4.2 per additional Record, monthly)

Organizational database structure setup

Bulk migration service, up to the number of Records covered
by the initial subscription (\$10 per additional Record)

AMOUNT PAYABLE

\$18,900 Annual amounts payable in advance for full
applicable term. Additional per-Record fee
payable in advance for full remaining term

\$3,000 Upon execution of this Sales Order

\$1,000 Upon execution of this Sales Order.
Additional per-Record fee invoiced monthly
in arrears

Notes:

- Contract analysis and Record entry services may be provided on an as needed and as requested basis for \$250 per Record, invoiced monthly in arrears.

Terms and Conditions

As of the date last signed below, Client hereby subscribes to the Solution and services described in this Sales Order. This Sales Order shall be governed by the terms and conditions set forth herein and in the LeaseQuery Subscription Agreement at https://leasequery.com/subscription_terms_and_conditions.pdf, unless the parties have executed a separate contract (including a subscription agreement and, if applicable, a Statement of Work) containing terms and conditions that govern this Sales Order (in either case, the "Terms"). This Sales Order supersedes any and all prior Sales Orders and Change Orders governing the subject matter hereof. Capitalized terms used but not defined in this Sales Order shall have the meaning set forth in the Terms.

Signatures

Agreed to by Santa Fe, NM ("Client"):

By:

Name:

Title:

Date:

Agreed to by LeaseQuery, LLC ("LeaseQuery"):

By:

Name:

Title:

Date:

Spacebase

Modern lease management

Your entire portfolio at your fingertips

PROPOSAL FOR:



Summary

Spacebase is a modern, user-friendly lease management and lease accounting solution. Built to be highly customizable, configurable, and easy to integrate, our platform enables our clients to digitize and centralize their lease portfolio data, manage their financial and operational obligations, minimize their risk, and make proactive, data-driven decisions. Our clients include innovative and forward-thinking companies such as Airbnb, Lyft, Gulfstream, Blue Cross Blue Shield, Dyson, and Le Creuset.

Sample Clients



Testimonials

BuzzFeed

“Spacebase is a great service. I have been using the platform for three years and it’s a very effective way for me and my team members to keep track of our rent, leases and other important real estate files. The account team is always on hand to assist with outstanding customer service. Great job, Spacebase!”



LaToya Wilson
Manager, Global Office Services

Scope of Services

Account Customization & Configuration

Spacebase will configure, customize, and deploy your company account and all individual user accounts with all required access and permission settings and multi-department support.

Implementation Project

Spacebase will set up an implementation project with a dedicated account manager to gather requirements and ensure efficient portfolio abstraction and lease data onboarding.

Custom Fields & Custom Reporting

Add an unlimited number of custom lease fields and custom lease clauses, which can be populated manually or via an API integration, and be used to create custom reports.

Integrations

We will integrate your account with Munis any other applications required to support seamless internal workflows and reporting.

GASB 87 Lease Accounting

Our lease accounting module will allow your accounting team to comply with the new GASB 87 lease accounting standard, including exporting journal entries, required disclosures, and more.

Data Onboarding

Spacebase will provide a dedicated account manager to ensure efficient portfolio abstraction and lease data onboarding into the Spacebase system.

Ongoing Enterprise Training & Support

Spacebase will provide a dedicated account manager for email and phone support, a dedicated implementation team, and an unlimited number of training sessions throughout your subscription.

Spacebase Pricing

Lease Management

Base monthly subscription.....	\$1,500 per month
Number of default licenses included.....	5 licenses
Pricing per additional license.....	\$150 per month
Number of leases.....	Unlimited leases
Implementation/setup fee.....	\$0
Contract term.....	12 months

GASB 87 Lease Accounting

Monthly subscription.....	\$1,500 per month
Number of additional licenses included.....	5 licenses

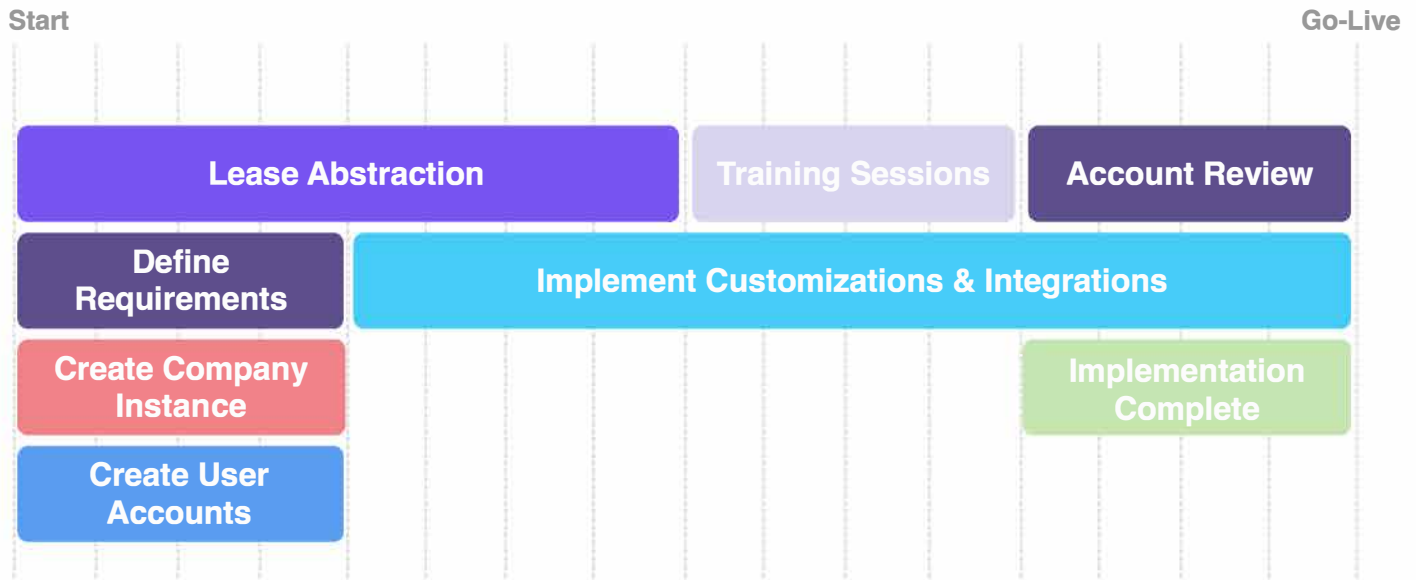
Lease Abstraction

Abstraction fee per lease.....	\$300 per lease
Cost to self-abtract leases using Spacebase Abstract Builder.....	\$0

Included Services: No Additional Cost

- Implementation/onboarding
- Lease data validation
- Unlimited training
- Dedicated support
- Account customization
- Custom lease fields
- Custom reporting
- Custom integrations

Implementation Timeline



Define Requirements

Define customization and integration requirements, establish implementation project timeline.

Create Company Instance

Company account created with selected modules, features, and functionality.

Create User Accounts

All user accounts created within defined teams and with selected permission levels and access.

Implement Customizations & Integrations

Complete configuration of custom lease fields, critical date categories, portfolio filters, lease clauses, and custom reports, as well as integrations with third party applications.

Initial Training Sessions

Schedule initial training sessions on a company-wide or department basis.

Account Review

Review account customizations and integrations, provide any additional feedback.

Implementation Complete

Company and user accounts provisioned, customizations completed, lease portfolio data abstracted and published, implementations completed and tested, training sessions completed.

Testimonials



“Spacebase's intuitive, mobile-optimized lease administration system has become our system of choice, saving us time and helping us make data-driven real estate decisions.”

Pierce Neinken
Real Estate & Construction



“Spacebase has been a dream to work with and I would recommend them to anyone looking for this type of service.”

Emilie Mulcahey
Real Estate Projects & Operations



Signature: Xavier Vigil
Xavier Vigil (Jun 6, 2022 16:59 MDT)

Email: xivigil@santafenm.gov