

SaaS Terms of Service

Provider

Burnley Consulting, Inc. (myDesklog.com)

1. Agreement and order of documents

These SaaS Terms of Service (“Terms”) are between Burnley Consulting, Inc., a Florida entity (“Provider”), and the business customer accepting these Terms (“Customer”). These Terms govern Customer’s access to and use of Provider’s hosted software platform used by retail automotive dealerships to manage post-sale deal processing, revenue estimate reporting, and issue tracking (the “Service”).

If Customer signs a negotiated Master Services Agreement with Provider, the signed agreement will control to the extent it conflicts with these Terms. Order Forms, Statements of Work, policies, and addenda incorporated by reference are part of these Terms.

2. License and permitted use

Subject to Customer’s payment of fees and compliance with these Terms, Provider grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the subscription term to allow its authorized employees and contractors to access and use the Service solely for Customer’s internal business operations.

3. Accounts and customer responsibilities

Customer is responsible for all activity under its accounts, for keeping credentials confidential, and for ensuring that its users comply with these Terms. Customer will use the Service only for lawful business purposes and will not: (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile, or attempt to discover source code except to the limited extent such restriction is prohibited by law; (c) interfere with or disrupt the Service; (d) use the Service to store or transmit malicious code; or (e) use the Service to process payment card data directly through the platform.

4. Customer data

As between the parties, Customer owns Customer Data. “Customer Data” means business information, dealership records, deal records, comments, reports, and related information submitted to the Service by or for Customer. Provider may use Customer Data only to provide, secure, support, improve, and administer the Service, to comply with law, and as otherwise permitted by the Privacy Policy and any applicable data processing addendum.

Customer is responsible for the accuracy, legality, and sufficiency of Customer Data and for obtaining all rights and notices needed for Provider to process it on Customer’s behalf. Customer will not upload highly sensitive data such as Social Security numbers, bank account numbers, full driver’s license numbers, or payment card numbers unless expressly approved by Provider in writing.

5. Service-specific disclaimers

The Service helps dealerships track deals through post-sale processing, estimate revenues, and manage issues. Revenue estimates, reports, dashboards, and workflow indicators are informational tools only. They are not accounting, tax, legal, lending, regulatory, or compliance advice, and they do not guarantee realized revenue, funding, collectability, accounting treatment, or operational outcomes.

Customer remains solely responsible for final accounting entries, lender submissions, title and registration processes, compliance obligations, and all dealership business decisions.

6. Fees, billing, and renewals

Customer will pay all fees set out in the applicable Order Form or online checkout flow. Unless otherwise stated in the Order Form, subscriptions are billed in advance. Provider may offer pricing on a per-location basis, including new car franchise locations and used lot locations. Promotional or discounted prepaid plans are non-refundable once the applicable subscription period begins. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum amount permitted by law. Provider may suspend access for undisputed overdue amounts after reasonable notice.

7. Support and service levels

Provider's standard support hours are 8:00 a.m. to 8:00 p.m. Eastern Time by phone or email. If Customer purchases a plan that includes a service level commitment, the Service Level Agreement applies. Otherwise, support is provided on a commercially reasonable efforts basis.

8. Security

Provider will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, alteration, and disclosure. Provider's current security posture includes encryption in transit and generally at rest, backup and recovery procedures, and audit logs or activity tracking. Customer acknowledges that no service can be guaranteed to be completely secure.

9. Third-party services

Provider may use third-party service providers to support the Service, including Microsoft Azure for hosting and Stripe for payment processing. Payment card and payment method information is collected and processed by Stripe or its embedded checkout tools, and Provider does not store full payment card information. Customer's use of third-party services may also be subject to those providers' separate terms and privacy notices.

10. Confidentiality

Each party receiving Confidential Information will protect it using at least reasonable care, use it only to perform or enforce these Terms, and disclose it only to personnel and contractors with a need to know who are bound by confidentiality obligations. Confidential Information does not include information that is or becomes public without breach, was already known without restriction, is independently developed, or is lawfully received from a third party without restriction.

11. Intellectual property

Provider and its licensors retain all rights, title, and interest in and to the Service, software, documentation, usage analytics that do not identify Customer, and all related intellectual property. Provider may collect and use de-identified and aggregated usage data to operate, improve, benchmark, and secure the Service, provided it does not identify Customer or any individual.

12. Marketing Rights

Customer grants Company a non-exclusive, non-transferable, revocable right during the Term to use Customer's name and logo solely to identify Customer as a customer of Company in Company's website, investor materials, sales presentations, and other marketing materials, in each case in accordance with any written trademark or brand usage guidelines provided by Customer. Upon Customer's written request, Company will stop using Customer's name and logo within a reasonable period.

13. Warranties and disclaimers

Provider warrants that the Service will materially conform to the applicable documentation under normal authorized use. Customer's exclusive remedy and Provider's sole obligation for breach of that warranty is for Provider to use commercially reasonable efforts to correct the nonconformity. EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

14. Indemnification

Provider will defend Customer against third-party claims that the Service, when used as authorized, infringes U.S. intellectual property rights, and will pay amounts finally awarded or included in an approved settlement, subject to Customer's prompt notice, Provider's control of the defense, and Customer's reasonable cooperation. Provider has no obligation to the extent a claim arises from Customer Data, Customer's instructions, combinations with items not provided by Provider, or unauthorized use.

Customer will defend Provider against third-party claims arising from Customer Data, Customer's use of the Service in violation of these Terms or law, or Customer's dealership operations, and will pay amounts finally awarded or included in an approved settlement, subject to the same defense conditions.

15. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER FOR THE SERVICE DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. The foregoing limitations do not apply to Customer's payment obligations, either party's confidentiality breach, misuse of the other party's intellectual property, or indemnification obligations.

16. Term, suspension, and termination

These Terms start when Customer accepts them and continue for the subscription term stated in the Order Form or online checkout flow. They renew for successive terms unless either party gives notice of non-renewal at least thirty days before the end of the then-current term, unless the Order Form states otherwise. Either party may terminate for material breach not cured within thirty days after written notice. Provider may suspend access immediately if Customer's use poses a security risk, threatens the Service, or violates law or the Acceptable Use Policy.

17. Effect of termination

Upon termination or expiration, Customer's right to use the Service ends. Provider will make Customer Data available for export or retrieval for thirty days after termination, after which Provider may delete it unless required by law to retain it. Sections that by their nature should survive will survive, including accrued payment obligations, confidentiality, intellectual property, warranty disclaimers, limitations of liability, and dispute provisions.

18. General

These Terms are governed by the laws of Florida, excluding conflict of laws rules. Any dispute will be brought in the state or federal courts located in Hillsborough County, Florida, and each party consents to that venue and jurisdiction. Customer may not assign these Terms without Provider's prior written consent except to a successor in connection with a merger or sale of substantially all assets. Provider may update these Terms from time to time for future subscriptions or renewal terms by posting updated terms or providing notice.