TERMS AND CONDITIONS FOR YOUR USE OF THE BROADSTONE NET LEASE, INC. AND BROADSTONE NET LEASE, LLC WEBSITE

We are pleased to have you visit and use the website of Broadstone Net Lease, Inc. and Broadstone Net Lease, LLC (collectively, "Broadstone Net Lease" or "we" or "us"). For your protection and ours, please carefully read these Terms and Conditions of Use ("Terms of Use") before using this website ("Site"). These Terms of Use govern any use you make of this Site. If you have a written agreement with us governing other matters, these Terms of Use do not modify or amend those other written agreements.

From time to time, Broadstone Net Lease may modify these Terms of Use. Modifications are effective immediately when we post them here. Please check these Terms of Use for modifications before using the Site. If you do not agree to these Terms of Use, do not use this Site.

This Site is owned and operated by Broadstone Net Lease and we may change, discontinue, or restrict the use and availability of any portion of this Site at any time, without notice or liability. By using this Site, you consent to having Broadstone Net Lease and its affiliates monitor your use for our own internal business purposes, without liability.

This Site is not an offer to sell securities or the advertisement for or solicitation of an offer to purchase securities in jurisdictions where not lawful or prohibited.

Restrictions on Use and Limited License to Use

Broadstone Net Lease, for itself and its affiliates, grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download, and print the pages within this Site solely for your personal information and/or use with other individuals that you advise. We do not license you to use this Site for any commercial or nonpersonal use unless we have entered into a separate written agreement with you which expressly grants additional license rights. Broadstone Net Lease and its affiliates rely on all information you provide to us about you including, without limitation, your status as an accredited investor (or a representative of an accredited investor) in providing you with access to portions of this Site. We reserve all rights not expressly granted in these Terms of Use, and no additional rights are granted to you by implication, estoppel or otherwise.

You are not authorized to do any of the things with respect to this Site or the information on this Site described below (unless Broadstone Net Lease or its affiliates has a separate written agreement with you permitting you to take any of the following actions).

With respect to any information, content, software, RSS and podcast feeds, products, services, or other materials on, generated by or obtained from this Site, whether through links or otherwise (referred to collectively as "Materials"), you may not distribute, forward, transmit, post, display, reproduce, redeliver in any manner, modify, copy, screen capture, perform, publish, broadcast, license, create derivative works from, transfer, sell, or exploit any reports, data, information, content, and software without our express written consent.

You may not take any actions, individually or together with others, that could or is intended to block, slow, overwhelm, damage, or disable: (i) this Site or any of its functionality, (ii) any Materials or services provided through this Site, or (iii) any systems, networks, servers, or accounts related to this Site.

You may not take any action to test or observe any vulnerability of the Materials, services, systems, networks, servers, or accounts related to this Site or attempt to gain unauthorized access to Materials, services, systems, networks, servers, or accounts connected or associated with this Site through any means, including, without limitation, by circumventing any access-limiting, user authentication or security device of any Materials, services, systems, networks, servers, or accounts related to this Site.

Without our permission by separate written agreement, you may not copy, remove, hide or display Broadstone Net Lease's or its affiliates' name, logo, trademarks, text, notices, or images.

You may not use the name "Broadstone Net Lease" or any variation thereof, or any trademark of Broadstone Net Lease or its affiliates, or use the names of any of our officers, employees or directors, or any variation of any of such names in any way that creates an impression of affiliation, sponsorship, or endorsement by Broadstone Net Lease or its affiliates.

Limitations on Linking to this Site

You may not post, embed or otherwise link to this Site in any medium without our prior written consent.

User Content and License Grant

You agree that you are solely responsible for all information, data, content, text, photographs, graphics, images, videos, messages, comments, quotations, files, documents, and any other materials that you submit, upload, post, e-mail, transmit, or otherwise make available via the Site ("User Content"). By submitting, uploading, posting, e-mailing, or transmitting User Content to the Site, you represent and warrant that either you own all right, title, and interest in and to the User Content or have express written permission from the owner to copy and use such User Content for all purposes related to the Site, and you agree not to create, post, upload or otherwise provide any illegal or harmful material to the Site. We are not responsible for the User Content uploaded via the Site and we may take down or delete any information User Content for any reason or no reason. We do not guarantee the accuracy, quality, or appropriateness of any User Content.

You grant Broadstone Net Lease and its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors a perpetual, worldwide, irrevocable, nonexclusive, fully-paid up, royalty- free, sublicensable, and transferable right and license to use, store, modify, adapt, translate, publish, display, broadcast, perform, disclose, distribute, sell, reproduce, and create derivative works from any User Content, in whole or in part, in any medium or technology throughout the world, including any inventions, concepts, techniques, know-how, ideas, or expressions of ideas arising out of or based on the User Content, for any purpose in our sole discretion, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party. Broadstone Net Lease shall exclusively own all right, title, and interest in and to any derivative works or inventions created by or on behalf of use that incorporate or otherwise make use of any User Content, without the requirement of any permission from or compensation or notice, and without

liability, to you or any third party.

Broadstone Net Lease and its affiliates have no confidentiality obligations with respect to any User Content except as expressly set forth in our Privacy Policy. Except as may be provided by non-waivable provisions of federal or state securities, privacy or other laws or regulations, Broadstone Net Lease, its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors shall not be liable in any way for any User Content or for the use or disclosure of any User Content.

Access to Your Account

Certain parts of this Site which provide you with access to information about your investments with Broadstone Net Lease or other matters may be protected by passwords or require a login. To improve security and for authentication purposes, we may require you to answer designated security questions. You agree to provide us with current, complete, and accurate information about you as prompted by the applicable registration process and agree to regularly update this information to maintain its completeness and accuracy. You agree to use this Site to access only those accounts on which you are authorized to act, and you agree to use only your own user names, logins, passwords, and security questions and answers when accessing accounts on which you are authorized to act. You agree not to obtain or attempt to obtain unauthorized access to such parts of or features on this Site, or to any other protected Materials or information.

You are responsible for maintaining the confidentiality of any account information, user names, logins, passwords, and security questions and answers that you use to access any page or feature on this Site, and for logging off of your account and any protected areas of the Site. Further, you are fully responsible for all activities occurring under your accounts, user names, logins, passwords, and security questions and answers that result from your use of this Site or your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your accounts, user names, logins, passwords, or security questions and answers, you agree to contact us immediately. We will not be liable for any loss or damage arising from your failure to comply with this paragraph and the other provisions of these Terms of Use, including, without limitation, we will not be liable for any activity in your accounts resulting from or arising in connection with such failure.

Products and services provided to you through this Site may involve the electronic transmission, including via any e-mail address you provide to us, of information that you may consider to be personal financial information or promotional and marketing materials, and you consent to such transmission.

Materials and Other Content

The Materials and other content on this Site are for information, education, and noncommercial purposes only. From time to time, we may provide information on investment alternatives and background information on types of investment, and opportunities to buy securities of our affiliated funds, this information or other content available through this Site is not legal or tax advice. You are solely responsible for evaluating, or engaging legal, financial, tax or other advisors to assist you in evaluating, the merits and risks associated with the use of any Materials on this Site before making any decisions based on such Materials. In exchange for using such Materials, you agree not to hold Broadstone Net Lease, its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors or any third-party information providers liable for any possible claim for damages arising from any decision you make based on the Materials made available to you through this Site, except as otherwise provided by non-waivable provisions of law. By providing any Materials, including access to websites of third parties, none of Broadstone Net Lease, its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors are recommending the purchase or sale of the products or services of, or securities issued by, any company, nor are any of such persons endorsing services provided by any website's sponsoring organization.

Copyright Policy, Notice, and Claim Information

All Materials on this Site, whether separate or compiled, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code and xml code, as well as all copyright, patent, trademark, trade dress, and other rights therein, are owned or licensed by Broadstone Net Lease or its affiliates and its third-party information providers, and are protected by United States and international intellectual property laws.

Pursuant to Section 512(c)(2) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Broadstone Net Lease designates an agent as described below to receive notifications of claimed copyright infringement by mail: John Callan, Senior Vice President & General Counsel, Broadstone Net Lease, Inc., 800 Clinton Square, Rochester, NY 14604.

If you have any other customer service questions or would like an alternative method of reaching us, please click <u>Contact</u>.

Trademarks

All trademarks, service marks, and logos appearing on this Site are the exclusive property of their respective owners.

All Broadstone Net Lease graphics, logos, page headers, and service names are trademarks, service marks, or trade dress of Broadstone Net Lease and its affiliates. Our trademarks, service marks and trade dress may Broadstone Net Lease be used in connection with any product, service or communication that does not belong to Broadstone Net Lease or its affiliates or in any manner that is likely to cause confusion among customers or investors, or in any manner that disparages or discredits Broadstone Net Lease, its affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors. Nothing contained on this Site should be construed as granting any license or right in or to any trademarks, service marks, or trade dress of Broadstone Net Lease or its affiliates. Nothing contained in these Terms of Use or otherwise on this Site should be construed as granting any license or other right in or to any trademark, service mark or trade dress of Broadstone Net Lease, its affiliates or any third party.

Third-Party Content

We may from time to time include Materials on this Site that are provided by third parties who we believe are reliable sources. We do not guarantee, and we have no liability to you with respect to, their accuracy, timeliness, completeness, or suitability for use. We do not endorse the content, advertising, or recommend the products, or other materials on or available from any website owned or operated by a third party that is linked to this Site via hyperlink. The fact that we have provided a link to a third party's website does not constitute an implicit or explicit endorsement, authorization, sponsorship, or affiliation by us with respect to such website, its owners, providers, or services. You agree to use any such third-party content at your own risk and that we are not liable for any loss or damage that you may suffer by using third-party websites or any content, advertising, products, or other materials in connection therewith.

Timeliness of Content

Materials on this Site are presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

Termination

The rights granted to you herein terminate immediately upon any violation by you of these Terms of Use. We may, in our sole discretion, temporarily or permanently terminate your access to and use of this Site at any time and for any reason whatsoever, without notice or liability. None of Broadstone Net Lease, its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors will be liable to you or any third party for any termination of your access to or use of all or any portion of this Site nor for any loss or damages resulting from or relating to such termination.

No Warranty; Disclaimer of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, BROADSTONE NET LEASE AND ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD- PARTY INFORMATION PROVIDERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY, WITH RESPECT TO (I) THE SITE; (II) ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THE SITE; (III) USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES; AND (IV) THE RESULTS OF THE USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES.

FURTHER, BROADSTONE NET LEASE AND ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS, EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE THROUGH THIS SITE.

EXCEPT AS PROVIDED BY LAW, NONE OF BROADSTONE NET LEASE, ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND VENDORS NOR ANY OF OUR THIRD-PARTY INFORMATION PROVIDERS AND VENDORS HAS ANY RESPONSIBILITY TO MAINTAIN THE MATERIALS, PRODUCTS, OR SERVICES OFFERED ON THE SITE OR TO SUPPLY CORRECTIONS, UPDATES, OR RELEASES FOR THE SAME.

TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Liability and Indemnity

YOU ASSUME ALL RISKS, INCLUDING RISK OF DAMAGE TO ANY COMPUTER SYSTEM OR OTHER EQUIPMENT, OR LOSS OF DATA, FROM ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE.

NONE OF BROADSTONE NET LEASE, ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, OR DAMAGES, INCLUDING THOSE CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, OR COMMUNICATIONS LINE FAILURE, OR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, CAUSED BY THE USE OF OR INABILITY TO USE THE SITE, MATERIALS OR ANY PRODUCTS OR SERVICES PROVIDED HEREIN, OR ANY OTHER MATTER RELATING TO THIS SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURSIDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTALOR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, THE LIABILITY OF BROADSTONE NET LEASE AND ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS.

You agree to indemnify, defend, and hold harmless Broadstone Net Lease, its members, subsidiaries and affiliates, and each of its and their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your improper access to or use of this Site, or any violation by you of these Terms of Use.

Integration and Severability

If any provision of these Terms of Use is deemed unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions. The substance of any such provision will automatically be deemed replaced by a provision preserving the intent of such severed provision to the maximum extent legal and enforceable. These Terms of Use, as posted from time to time, represent the entire agreement between you and Broadstone Net Lease relating to the subject matter herein.

Applicable Law and Venue

The laws of the State of New York, United States of America, without regard to principles of conflict of laws, govern these Terms of Use and any dispute that might arise between you and Broadstone Net Lease, its members, affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors. If you take legal action relating to these Terms of Use, you agree to file such action either in the Supreme Court, Monroe County, New York, or the United States District Court for the Western District of New York and in no other venue, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action.

Privacy Policy

View policy