



API TERMS OF SERVICE

BY ACCESSING, DOWNLOADING, COPYING, DISTRIBUTING OR OTHERWISE MAKING USE OF XTRA LEASE LLC ("XTRA LEASE") APPLICATION PROGRAM INTERFACES ("API") (WHETHER PAID OR UNPAID), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS THE WEBSITE TERMS OF USE. IF YOU ARE ACTING ON BEHALF OF AN ENTITY THAT MADE AN API REQUEST TO XTRA LEASE, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE API TERMS AND CONDITIONS, AS WELL AS THE WEBSITE TERMS OF USE, BY ACCEPTING THESE API TERMS AND CONDITIONS.

1. Scope

These API Terms and Conditions (the "**API Terms**") together with any other documents incorporated by reference within these API Terms (including, without limitation, Website Terms of Use, the Equipment Rental or Equipment Lease Agreement(s), and any other agreements) (collectively, the "**Agreement**") are entered into by and between **XTRA Lease LLC ("XTRA")** and the legal entity accessing the API, including its Affiliates (collectively "**Customer**"). Both XTRA Lease and Customer are referred to hereinafter as a "**Party**", and together, the "**Parties**." The API is hosted by Microsoft Azure and Customer also agrees to be bound by and to comply with the [Microsoft Online Subscription Agreement](#), which may be updated or amended from time to time.

2. Definitions. Any capitalized terms not otherwise defined herein, shall have the meanings set forth below:

"Access Key" means the confidential application identifier, secure identifier and token(s) (if applicable) provided by XTRA Lease to Customer pursuant to an API Request.

"Affiliate" means, with respect to any legally recognizable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

"Telematics Data" means the satellite location and analytics data reported by units rented or leased by Customer from XTRA Lease.

"Documentation" means the training materials, specifications, and technical information regarding any API provided by XTRA Lease (either in electronic form or otherwise), and all other information and User instructions regarding the capabilities, operation, installation and access to the APIs.

"API Request" means a request by the Customer to XTRA Lease to receive access to/use of the API.

"User" means an individual identified by Customer as authorized to access the API.

3. Access Right; Restrictions.

3.1. Access Rights. Provided Customer actively rents or leases trailers from XTRA Lease and is in compliance with the terms and conditions herein and as set forth in such agreements and Customer requests access to the API to receive Telematics Data (or other Customer account information), XTRA Lease grants to Customer, a limited, non-exclusive, non-transferable, and non-sublicensable right to use the API for the sole purpose of integrating Telematics Data or other Customer account information into Customer's internal applications for Customer's use in accordance with the terms herein. Customer shall not use the API except as expressly stated herein. XTRA Lease reserves all other rights. Except for the limited rights set forth herein, Customer does not acquire any intellectual property or other rights, express or implied, in or relating to any API. XTRA Lease reserves title, ownership, and all other rights to all API. Customer, and its users, will not remove, obscure, or alter XTRA Lease's copyright notices, trademarks, other proprietary rights notices, or any other third party content of any kind appearing in the API.

3.2. Acceptable use. Customer may only use the API only in accordance with this agreement. Customer must not and must ensure that Users do not, directly or indirectly, (i) reverse engineer, disassemble, decipher, translate, decompile, prepare derivative works of the API or otherwise attempt to access, imitate, derive or discover the source code thereof; (ii) use the API in any way that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (iii) infringe the intellectual property rights of any third party in connection with use of the API or Documentation; (iv) interfere with or disrupt XTRA Lease's software, the XTRA Lease systems, equipment or networks connected to the API, or disobey any requirements, procedures, policies or regulations of networks connected to the API made known to Customer; (v) license, sell, rent, lease, lend, transfer, outsource, sublicense or otherwise provide access to the API or utilize the API for the benefit of a third party, including through a service bureau, commercial time-sharing arrangement, or application service provider (ASP) arrangement; (vi) circumvent the security of the API or any host, network, or account related thereto; (vii) perform any penetration testing on or with respect to the API, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the API (unless specifically authorized by XTRA Lease in writing); (viii) make any use of the API that XTRA Lease reasonably believes is abusive or that violates any applicable local, state, national, international or foreign law; (ix) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the API; or (x) use the API, in whole or in part, in any manner that competes with XTRA Lease or its Affiliates.

Customer must not, and represents and warrants it will not, use the API in any manner that is not described in the Documentation or in any manner that is prohibited by the agreement. Customer is responsible for all access and use of the API by its Users and any person that gains access through Customer or any of its Users.

3.3. Affiliates. To the extent that Customer is permitting access on behalf of its Affiliates, Customer irrevocably and unconditionally guarantees the compliance of each Customer Affiliate with the

Agreement and will be jointly and severally liable with each Customer Affiliate for breach of the Agreement. All remedies available to XTRA Lease, including the ability to obtain injunctive relief, will apply to such Customer Affiliates, and Customer will reasonably assist XTRA Lease in enforcing XTRA Lease's rights and remedies against such Customer Affiliates.

3.4. Restrictions. Customer is responsible for determining the security configurations of its systems (e.g. password construction rules and expiration intervals). Customer is responsible for setting up and ensuring the confidentiality of Access Keys, User accounts and passwords assigned to User accounts for use with the API. Customer is responsible for promptly notifying XTRA Lease after confirming any actual or reasonably suspected information security breaches affecting the security of the API, of which it becomes aware, including without limitation compromised User accounts. Customer is responsible for periodically reviewing its security configurations and access rights to determine if they are appropriate for its needs. Customer is responsible for defining its authorized approvers, documentation and validation requirements for changes to its use and access to the API.

3.5. No Technical Assistance. Customer acknowledges that it is not entitled to receive any support from XTRA Lease for the API under this Agreement. It is Customer's sole responsibility to provide any relevant technical assistance and/or support to its Users.

4. Disclaimers; Limitation of Liability

THE API, DOCUMENTATION AND ANY COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, AND CUSTOMER'S USE OF THE API IS AT CUSTOMER'S OWN RISK. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S SYSTEM OR EQUIPMENT OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT OR MATERIAL.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, XTRA LEASE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

XTRA LEASE MAKES NO WARRANTY, UNDERTAKING, REPRESENTATION, CONDITION OR OTHER AGREEMENT THAT THE APIS, OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS OR BE ACCURATE, COMPLETE, UNINTERRUPTED, ERROR-FREE, SECURE, RELIABLE, OR AVAILABLE.

UNDER NO CIRCUMSTANCES WILL XTRA LEASE, ITS SUPPLIERS OR OTHER THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF CUSTOMER'S ACCESS TO, USE OF, INABILITY TO USE OR THE RESULTS OF USE OF THE API, DOCUMENTATION AND ANY COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION, FOR FAILURE OF

PERFORMANCE; ERROR; OMISSION; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; COMMUNICATION LINE FAILURE; OR DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY COMPUTER OR SYSTEM), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM TOTAL LIABILITY OF XTRA LEASE AND ITS SUBSIDIARIES, AFFILIATES AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PREDECESSORS, SUCCESSORS IN INTEREST, EMPLOYEES, AND AGENTS, TO CUSTOMER FOR ANY CLAIM UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS ONE HUNDRED DOLLARS (\$100). IF CUSTOMER IS DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN OUR SERVICES, OR WITH ANY OF THESE TERMS, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE API.

No right of action and other entitlements arising from or pertaining to the API may be brought by Customer more than one (1) year after the date on which Customer has become aware of or could have become aware of such right and entitlement.

5. Indemnity

Customer agrees to indemnify, defend and hold XTRA Lease harmless from any demands, loss, liability, claims and expenses (including attorneys' fees) made against XTRA Lease by any third party due to, arising out of or in connection with: (i) Customer's, or its Users, agents, employees, or providers, access to, use of, inability to use or the results of use of the API, Documentation and any components thereof, (ii) breach or alleged breach of these API Terms by Customer or its Users; (iii) violation or alleged violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders; (v) any misrepresentation made by Customer or its Users. XTRA Lease shall (i) provide prompt written notice of any claim; (ii) grant Customer control over the defense and settlement of the claim; and (iii) provide such cooperation as Customer may reasonably request with respect to the defense or settlement of such claim. XTRA Lease may participate in the defense with counsel of its own choosing and at Customer's cost and expense. Customer will not admit liability, take any position adverse or contrary to XTRA Lease, or otherwise attempt to settle any claim or action without the express written consent of XTRA Lease.

6. Termination. Customer may terminate the Agreement by ceasing use of the API. XTRA Lease may terminate the Agreement at any time, at its discretion and without notice. Upon termination of the Agreement, all rights granted to Customer pursuant to the Agreement will terminate, Customer will immediately cease all access and use of the applicable API and will delete all Documentation and any XTRA Lease Confidential Information in its possession.

7. Confidentiality. Customer will retain in confidence all non-public information, technology, and materials (including the API, Documentation and all agreements or other legal documents) provided by or on behalf of XTRA Lease (XTRA Lease's "**Confidential Information**"). Customer will not disclose the Confidential Information or use it for any purpose other than to carry out the

activities contemplated under the Agreement. Customer may only disclose the Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Users, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in the Agreement. Customer will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the Confidential Information is protected. Customer is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of any Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by Customer without obligation of confidentiality prior to disclosure by XTRA Lease; (b) was in or entered the public domain through no fault of Customer; (c) is disclosed to Customer by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the Customer without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, Customer may disclose such information after providing to XTRA Lease, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. The Parties agree that any violation or threatened violation of this Section will cause irreparable injury to XTRA Lease for which money damages would be an insufficient remedy, therefore XTRA Lease will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

8. Miscellaneous.

8.1. Variations. XTRA Lease may change, update, add or remove provisions of these API Terms at any time by posting the updated API Terms on the XTRA Lease website(s) and by providing a notice on the website(s). Except as otherwise required by law, the updated API Terms are effective as of the day of posting. If Customer does not agree with any of the updated API Terms, Customer must stop using the API.

8.2. Waiver. All waivers under the Agreement must be in writing to be effective. No waiver by a Party of any default or breach will be deemed a waiver of any subsequent default or breach. No failure or delay by a Party to exercise any right or remedy provided under the Agreement will operate as a waiver or prevent the exercise of any such right or remedy of such Party, or the enforcement of any obligation of the other Party, under the Agreement.

8.3. Governing Law and Dispute Resolution. The interpretation of this Agreement and all matters related to this Agreement will be construed in accordance with the laws of the State of Missouri, without reference to the choice-of-law provisions of Missouri law. The Parties further agree that the Uniform Computer Information Transactions Act (UCITA) (as adopted or as may be adopted in the State of Delaware or any other jurisdiction) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. In any legal action relating to this Agreement, Customer agrees to the exercise of jurisdiction over it by a state or federal court in Missouri.

8.4. Bench Trial. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with regard to any dispute arising out of this Agreement.

8.5. Notices. Any notices required or permitted to be given hereunder by either Party to the other will be given in writing (i) by personal delivery, (ii) by a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other Party at the address set forth in the Customer Account (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Customer hereby consents to receive communications from XTRA Lease in electronic form. Customer is responsible for providing Customer's most current e-mail address. In the event that the last e-mail address Customer provided to XTRA Lease is not valid, or if for any reason XTRA Lease is not capable of delivering to Customer any notices required/ permitted by the Agreement, XTRA Lease's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

8.6. Entire Agreement. The Agreement, together with the Website Terms of Use, the Equipment Lease Agreements, Equipment Rental Agreements and all legal documents herein incorporated by reference, contain the entire understanding and agreement between XTRA Lease and Customer with respect to the subject matter of the Agreement, and supersedes all other prior and contemporaneous proposals, representations, agreements, understandings, and commitments between XTRA Lease and Customer with respect to the subject matter of the Agreement. The provisions of these API Terms that, by their nature, are intended to survive termination or expiration of these API terms will survive, including, without limitation, Sections 3, 4, 5, 7, and 8.

8.7. Compliance with laws; Privacy. At all times, Customer will comply with all applicable laws, rules, regulations, including, to the extent applicable, privacy and data protection laws.

8.8. Security. Customer is solely responsible for ensuring the security of the applications, systems, networks, software code, and credentials (including Access Keys) used by the Customer or on its behalf in connection with the use of the API. Customer agrees to promptly notify XTRA Lease upon becoming aware of any security incident(s) that has compromised, or could reasonable be expected to compromise, the security of XTRA Lease's API, any XTRA Lease system or network, or any data processed.

8.9. Export. Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) to any country or person in breach of any applicable laws or regulations regulating export ("**Export Control Laws**"). Customer shall ensure that its Users do not access any API in breach of Export Control Laws. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making any API available outside the US.

8.10. No Assignment or Delegation. Customer may not (i) assign the Agreement or rights to the API, in whole or in part, or (ii) delegate its duties, or have another assume its responsibilities or liabilities, under the Agreement, to any third party without the prior written consent of XTRA Lease. Any attempted assignment in contravention of this provision will be null and void. The Agreement

will be binding on all permitted assignees and successors in interest. XTRA Lease may freely assign or subcontract its rights or obligations under this Agreement.

8.11. Independent Contractor. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties and neither Party will have the power to act in the name or on behalf of, or otherwise bind the other in any way.

8.12. Third-party Beneficiaries. This Agreement does not and is not intended to confer rights on anyone other than the two parties to the Agreement.

8.13. Rights and Remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.