

## SECURE ACCOUNT AGREEMENT

Thank you for your interest in becoming a Secure Account Manager or Secure User for your company. The following is an agreement (the "Secure Account Agreement") you must agree to on behalf of your company to access any information in your secure account.

If you have been designated by XTRA or another Secure Account Manager to be a **Secure Account Manager**, then, in addition to the XTRA Web Site Terms of Use, all of the terms and conditions of this Secure Account Agreement will apply to and govern your use of the XTRA Web Sites, including xtra.com, xtralease.com, xtratrack.com, xtrainstall.com and any other sites XTRA may establish from time to time (collectively, the "XTRA Web Sites"). You should check the XTRA Web Site Terms of Use frequently, as they are subject to change without notice. Capitalized terms that are not defined herein but which are defined in the XTRA Web Site Terms of Use, shall have the meaning set forth in the XTRA Web Site Terms of Use.

If you have been designated by a Secure Account Manager for your company to be a **Secure User** on the XTRA web site, then, in addition to the XTRA Web Site Terms of Use, all of the terms and conditions of this Secure Account Agreement *except Section I, A below* will apply to and govern your use of the XTRA Web Sites. You should check the XTRA Web Site Terms of Use frequently, as they are subject to change without notice.

Additionally, please be aware that, regardless of whether you have been designated a Secure Account Manager or Secure User, **if you are not authorized to sign or agree to agreements of this type on behalf of your company, then you may not accept these terms and conditions. Please call (800) 325-1453 to speak to the Web Site Customer Service Manager, and do not proceed any further on this web site.** By clicking the ACCEPT button provided below, you represent and warrant that you are authorized on behalf of your company to act on behalf of your company in all dealing with XTRA and its affiliates and to become a Secure User or Secure Account Manager, as may be applicable to you. You further agree that:

- (i) your company's permission to use the XTRA Web Sites is expressly restricted by the terms and conditions of the Secure Account Agreement as well as the XTRA Web Site Terms of Use (collectively, the "Applicable Terms");
- (ii) if you breach, or if your company breaches, any of the Applicable Terms, your company will be trespassing on the XTRA Web Sites;
- (iii) if you breach, or if your Company breaches, any of the Applicable Terms, it will cause XTRA irreparable harm that will not be adequately remedied by monetary damages;
- (iv) in the event of such a breach, XTRA will be entitled to equitable remedies, such as injunctions, to prevent you and your Company from reentering the XTRA Web Sites.

## **I. SECURITY OF ACCOUNT**

A. Designation of Users (for Secure Account Managers). From time to time, you, or another authorized representative of your company, may designate to XTRA one or more persons who may access certain secure portions of the XTRA Web Sites (each, a "Secure User"). For each Secure User, you will provide to XTRA the name and e-mail address of such Secure User, and you will designate the portions of the XTRA Web Sites to which such Secure User shall have access. Upon the receipt of all such information, XTRA will provide such Secure User access to the designated portions of the XTRA Web Sites upon such Secure User's acceptance of the Applicable Terms.

B. Access Methods. Your company agrees that your company is solely responsible for, and will be bound by, any action taken on the XTRA Web Sites by any user who has gained access to the XTRA Web Sites using your membership password or that certain hyperlink XTRA provided you via e-mail to access this web page and your secure account information (the "Account Hyperlink"), whether or not such user is actually authorized by your company to take such action. Your company stipulates and agrees that XTRA's practices of (i) e-mailing you the Account Hyperlink and (ii) requiring each Secure User and the Secure Account Manager to generate one or more membership passwords that must be used to access your company's account information, are collectively a commercially reasonable means of securing your company's account information. You further agree:

(i) to assume all risks that unauthorized persons might be able to intercept, access, input or change any information regarding your Company's XTRA account, or enter into binding transactions with respect to that account;

(ii) that XTRA may rely on all changes to or inputs of information related to your company's account made by a user who has gained access to your membership password or an Account Hyperlink, whether or not such user is a Secure User or the Secure Account Manager; and

(iii) that your company will be bound by any transaction entered into by a user who has gained access to your membership password or Account Hyperlink, whether or not such transaction was actually authorized or executed by a Secure User or the Secure Account Manager.

C. Release and Indemnification. You agree to release XTRA, its parents and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of the XTRA Web Sites. If at any time you are not happy with the XTRA Web Sites or object to any material within the XTRA Web Sites, your sole remedy is to cease using them.

You agree to defend, indemnify and hold XTRA, its parents and affiliates, together with their respective employees, agents, officers, directors and shareholders harmless from and

against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the XTRA Web Sites.

## **II. WEB SITE OPERATION**

A. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE XTRA WEB SITES AND ANY CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. ALTHOUGH XTRA USES REASONABLE EFFORTS TO ENSURE THAT THE INFORMATION CONTAINED ON THE XTRA WEB SITES IS AS ACCURATE AS POSSIBLE, XTRA GIVES NO WARRANTY OF ANY KIND REGARDING THE XTRA WEB SITES AND/OR CONTENT. FURTHER, XTRA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY CONTENT, THAT THE RESULTS OBTAINED FROM THE USE OF THE XTRA WEB SITES OR CONTENT WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE XTRA WEB SITES OR CONTENT WILL MEET YOUR EXPECTATIONS. XTRA EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS OR OTHER OBLIGATIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY THAT THE XTRA WEB SITES OR CONTENT WILL BE ERROR-FREE OR THAT SUCH ERRORS WILL BE CORRECTED.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE XTRA WEB SITES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON TO SUGGEST A COURSE OF ACTION.

THE XTRA WEB SITES MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. XTRA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE XTRA WEB SITES. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK, XTRA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE XTRA WEB SITES. XTRA MAY MAKE ANY OTHER CHANGES TO THE XTRA WEB SITES, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE XTRA WEB SITES AT ANY TIME WITHOUT NOTICE.

B. YOU EXPRESSLY UNDERSTAND AND AGREE THAT XTRA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF XTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE XTRA WEB SITES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE XTRA WEB SITES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE XTRA WEB SITES. FURTHERMORE, NEITHER XTRA NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AFFILIATES OR OTHER AGENTS WILL BE LIABLE IN ANY WAY FOR ANY ACTION TAKEN BY ANY USER WHO HAS GAINED ACCESS TO THE XTRA WEB SITES USING A PASSWORD PROVIDED TO YOUR COMPANY BY XTRA, WHETHER OR NOT SUCH ACTION IS AUTHORIZED OR EXECUTED BY A SECURE USER OR THE SECURE ACCOUNT MANAGER.

C. Your company acknowledges, understands, stipulates and agrees that, with regard to terms and conditions, including, without limitation, XTRA Lease's Standard Terms and Conditions, which are displayed on the XTRA Web Sites from time to time and for which an electronic signature or other indication of assent, consent or approval is sought, in any case where a user has gained access to such terms and conditions using your company's membership password or Account Hyperlinks (whether or not authorized), when such a user takes the action specified by such terms and conditions to be the means of assent, consent or approval (which actions may include clicking a button marked "I Agree", "Yes" , "Approve", "Accept", or "Add", or typing the same), such action will be conclusive evidence of your company's acceptance of such terms and conditions. Your company acknowledges and stipulates that such acceptance will have the same force and effect that would be applicable if an authorized representative of your company manually authenticated a written version of the same terms and conditions. Your company agrees that it will not contest the legally binding nature, validity or enforceability of any such transaction, whether or not actually authenticated, accepted or assented to by an authorized representative of your company.

### **III. TERMINATION OF USER PRIVILEGES.**

XTRA MAY TERMINATE ANY OR ALL ACCESS TO THE XTRA WEB SITES FOR ANY REASON, OR FOR NO REASON AT ALL, IN OUR SOLE DISCRETION.

### **IV. CHANGES.**

XTRA reserves the right, in its sole discretion, to change, modify, add or remove any portion of this Secure Account Agreement in whole or in part, at any time. Changes in this Secure Account Agreement will be effective when notice of such change is posted.

Your continued use of the XTRA Web Sites after any changes to this Secure Account Agreement are posted will be considered acceptance of those changes.

## **V. GENERAL**

The validity and effect of this Secured Account Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts of laws principles. In the event litigation is instituted hereunder, each user consents to the exclusive jurisdiction of the Circuit Courts located in St. Louis County, Missouri. ANY SUIT, ACTION OR PROCEEDING CONCERNING THE XTRA WEB SITES, ITS USE, THESE TERMS OF USE, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF XTRA, MUST BE BROUGHT IN CIRCUIT COURT LOCATED IN ST. LOUIS COUNTY, MISSOURI, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

No joint venture, partnership, employment or agency relationship exists between you and XTRA as a result of this Secure Account Agreement or your use of the XTRA Web Sites or the Services and Content. Those provisions outlined here that normally would survive after you cease using the XTRA Web Sites and Content will survive. This Secure Account Agreement constitutes the entire and only understanding between you and XTRA. In the event of any conflict between this Secure Account Agreement and any policy or statement regarding your use of the XTRA Web Sites, this Secure Account Agreement will govern. Notices sent to you by XTRA in connection with this Secure Account Agreement will be delivered to you electronically or by written communication delivered by first class U.S. mail to your address on record in the account information. You may give notice to XTRA customer service on the XTRA Web Sites or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address;

XTRA Corporation  
7911 Forsyth Boulevard, Suite 600  
St. Louis, MO 63105  
ATTENTION: Web Site Customer Service

In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or Users shall include such entity or person in addition to you, you represent and warrant that you are in fact an authorized representative of such entity or other person and have the authority to bind such entity or other person to this Secure Account Agreement and the Web Site Terms of Use, and your acceptance of this Secure Account Agreement and the Web Site Terms of Use shall

constitute acceptance on behalf of such entity or person.

The section titles in this Secure Account Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Secure Account Agreement is severable to the extent any term is deemed invalid, illegal or unenforceable. XTRA's failure to enforce any provision of this Secure Account Agreement will not be deemed a waiver of that or any other provision of this Secure Account Agreement.