

August , 2022

EJEMPLO

This Chassis Term Operating Lease Agreement (hereafter "Agreement") (DATE) is in effect by and between:

(LESSEE)

(ADDRESS LESSEE)

(Hereinafter "Lessee")

and

(LESSOR)

(ADDRESS LESSOR)

(Hereinafter "Lessor");

Whereas (LESSOR) desires to provide, and Lessee desires to lease, intermodal chassis provided by (LESSOR) described herein ("Chassis");

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Lessee and (LESSOR) agree as follows:

1) TERM

The term of this Agreement is for 36 months, counting from the first of the month following the pick-up by Lessee of the last Chassis of the total identified in Section 2 below (hereafter the "Initial Term"), or thirty (30) calendar days from the date designated by (LESSOR) as the date the Chassis will be available ("Availability Date"), whichever is earlier. Unless timely written notice of termination is provided by either party ninety (90) or more calendar days before the expiration of the Initial Term, this Agreement shall be automatically renewed for successive one-year (12 month) terms thereafter (each a "Renewal Term"). Following the Initial Term either Party may provide the other Party with ninety (90) calendar days prior written notice of termination at any time. The provisions of this Agreement shall apply to all Chassis delivered into the possession of the Lessee under this Agreement, regardless of the date of initial out-gating.

In the event Lessee and (LESSOR) agree to increase the number of chassis being leased under the terms of this Agreement, this Agreement will be amended to reflect this change, and the Initial Term (or Renewal Term) period will recommence from the first of the month following the pick-up by Lessee of the last additional Chassis, unless agreed otherwise in writing.

2) CHASSIS DESCRIPTION AND USE CHARGES

a) Chassis Description:

Chassis leased under this Agreement are listed on the "Contracted Equipment Schedule". The Contracted Equipment Schedule, as amended from time to time, is incorporated into this Agreement by reference.

b) Chassis Quantity and Rates:

Length/ Description	Quantity	Usage Rate per Chassis per Day
40' Gooseneck - Lightweight	1	\$30
Total	15	

c) Charges:

Lessee shall be charged and shall pay (LESSOR) the daily usage rate per Chassis ("Usage Rate") set forth above. The Usage Rate shall apply on a per-Chassis, per all or part of a calendar day basis.

If Lessee elects for the Maintenance Plan, as described in Exhibit C, the rates for the Maintenance Plan ("Maintenance Plan Rate") will be included in the Usage Rate, and shall also apply on a per-Chassis, per all or part of a calendar day basis.

Usage Rates applicable during each Renewal Term, if any, shall be increased 3.5%, unless otherwise agreed in writing by the parties.

d) Pick Up and Return:

(LESSOR) Chassis will be made available for pickup at the location designated by (LESSOR) in the following geographic area, unless otherwise agreed in writing: Houston ("Market")

Chassis being off-leased must be returned to the same (LESSOR) pickup location unless otherwise instructed by (LESSOR).

3) MAINTENANCE PLAN:

Lessee may retain (LESSOR) to provide services as described in "Exhibit C - (LESSOR) Maintenance Plan" attached hereto, which describes available maintenance and repair services for in-service and termination repairs. If Lessee opts for the Maintenance Plan, and (LESSOR) agrees to provide such services, (LESSOR) shall supply such services strictly as agent for Lessee. Lessee shall remain legally responsible for maintaining the condition of the Chassis.

If Lessee opts for the Maintenance Plan, Lessee or its agents or representatives shall notify (LESSOR) in the event that repairs or inspections are required, and otherwise shall comply with the requirements set forth in Exhibit C.

Lessee opts for the Maintenance Plan:

Lessee Inclusion of Maintenance Plan	Yes/No
Maintenance Plan, as described in Exhibit C	No

4) CASUALTY VALUE

In the event Lessee declares a Chassis destroyed, lost or stolen or a Chassis is otherwise a constructive total loss, then casualty value shall be calculated in accordance with "Exhibit B - Casualty Value Schedule" attached hereto.

5) UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

- a) If Lessee is not a motor carrier Lessee shall assure that all motor carriers used to pull Chassis leased under this agreement are UIIA-signatories, unless (LESSOR) has agreed otherwise in writing.
- b) If Lessee is a motor carrier, Lessee warrants it and any of its subcontracted motor carriers, if any, are UIIA signatories, and shall comply, where applicable, to UIIA terms and conditions.
- c) The parties agree that to the extent any matter not addressed in this Agreement is addressed in the Uniform Intermodal Interchange and Facilities Access Agreement and/or (LESSOR)'s UIIA Addendum (as may be amended from time to time, the "UIIA"), the UIIA shall apply. A copy of the UIIA is available at [UIIA Agreement](#). In case of conflict in terms between this Agreement and the UIIA, this Agreement shall prevail.

6) OTHER CONDITIONS

- a) The rates and Chassis quantities herein are null and void if Lessee fails to sign and return the present Agreement within 30 days from the date of presentation by (LESSOR).
- b) "Appendix 1 - Terms and Conditions of Operating Agreement" attached hereto (the "Terms and Conditions") are incorporated herein. To the extent there is a conflict between the Terms and Conditions and provisions of this Agreement, the provisions of this Agreement will govern. All Terms and Conditions will remain in full force and effect until each Chassis is returned to (LESSOR) in accordance with this Agreement and all amounts owed to Lessor have been paid.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date above written.

Lessee

Signed

Name

Title

Date

(LESSOR)

Signed

Name

Title

Date

**Accounting
Approval**

Initial

Date

EJEMPLO

APPENDIX 1 - TERMS AND CONDITIONS

These Terms and Conditions are hereby incorporated in the Chassis Term Operating Lease Agreement (the "Agreement") to which this Appendix 1 is attached.

All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

1. Definitions

"Asset" – means vehicles and machinery such as trailers, chassis, forklifts, gensets, intermodal containers and trucks.

"(LESSOR) Equipment" – means a physical device provided by (LESSOR) under this Agreement and attached to an Asset which device is equipped with a multi-sensor array and cellular modem that provides connectivity between such device and the Service.

"(LESSOR) Software" - means any software provided by (LESSOR) to Lessee directly or through Internet access in connection with the Services and any provided user documentation.

"(LESSOR) System" – means the combination of the (LESSOR) Equipment, (LESSOR) Software and Services provided by this Agreement.

"Communication Service" – means cellular service, as part of the Services, which allows the Device to transmit and receive information over a cellular network.

"Content" – means information made available to Lessee through an (LESSOR) user interface or (LESSOR) Software.

"Lessee Equipment" – means a physical device provided by Lessee for purposes of receiving Services under this Agreement and attached to an Asset which device may be equipped with a multi-sensor array and cellular modem that provides connectivity between such device and the Service.

"Data" – means (i) the information generated by the Equipment and transmitted to a System and (ii) any derivative information from (i) generated by a System or provided by Lessee.

"Device" or "Equipment" – means either (LESSOR) Equipment and/or Lessee Equipment.

"Personal Data" – means any information relating to an identified or identifiable natural person.

"Service(s)" – means data related services where (LESSOR) shall make that may include but are not limited to track and trace visibility of Assets.

"System(s)" – means the (LESSOR) Systems, the systems of vendors retained by Lessee or (LESSOR) to analyze or provide Data.

"Reasonable Wear and Tear" – means wear and tear of the Chassis of the gradual and progressive deterioration in condition resulting from appropriate use over time, assuming routine maintenance was performed.

2. Description of Chassis Lease

- a. (LESSOR) and Lessee intend that this Agreement constitutes an operating lease of the Chassis subject hereto. The Chassis will at all times remain the property of (LESSOR). No ownership or similar interest will be created in favor of the Lessee by virtue of Lessee's performance of its obligation's described herein nor by the payment by Lessee of rent or other charges as provided in this Agreement nor by the possession of the Chassis by Lessee. Lessee has no option to purchase or otherwise acquire title or ownership to the Chassis. Lessee's only interest in the Chassis is the leasehold created hereby, such leasehold being fully subject to the terms and conditions hereof. Lessee will not pledge, mortgage or create any security in the Chassis.
- b. Chassis may be furnished by (LESSOR) under the (LESSOR), American Intermodal Management or AIM Chassis brands, at (LESSOR)'s sole option. The terms of this Agreement shall apply in all cases.

3. Pick Up of Chassis

- a. (LESSOR) Chassis will be made available for pickup and return at the location designated by (LESSOR) in the geographic area identified in the Agreement, unless otherwise agreed in writing.
- b. For all applicable purposes under this Agreement, truckers, drivers, contractors, and other persons retained directly or indirectly by Lessee to move, inspect, or otherwise handle Chassis shall be deemed to be agents of Lessee, and the acts of such persons shall be deemed the acts of Lessee.
- c. In addition to the Usage Rate, Lessee shall be charged and shall have the obligation to pay (LESSOR) a \$35.00 survey fee per Chassis and per transaction for both out-gate (Chassis pickup/on-hire) and in-gate (Chassis return/off-hire) transactions.
- d. Commencing on the thirty-first (31st) day after the Availability Date, (LESSOR) shall charge the Usage Rate and an additional storage charge of \$5 per Chassis per calendar day for each Chassis not picked up by Lessee. The storage fee shall apply to each such Chassis until the Lessee takes possession of and out-gates the Chassis.
- e. A Chassis will be deemed to be on-lease by Lessee on the date appearing on the related outbound Chassis receipt or equivalent document produced by the applicable terminal location (an 'Outbound CR').

- f. Each Chassis hereunder shall be made available by Lessor for inspection by Lessee prior to Lessee taking possession of the Chassis. Lessee's or its agents' taking possession of a Chassis will be deemed to be its acceptance of the Chassis and constitutes its acknowledgement that Lessee has fully inspected the Chassis, and that the Chassis is in good serviceable condition and complies with all applicable contractual and regulatory requirements, including, without limitation, the standards applicable to commercial motor vehicles set forth in 49 C.F.R. Part 393. The issuance of an Outbound CR will be deemed documentary proof that the Lessee has taken possession of the Chassis.

4. Markings

- a. Upon request of Lessee, (LESSOR) will mark (paint, livery, decals and/or stencils) each Chassis main rail with Lessee's or its customer's name. The fee for such marking shall be according to the (LESSOR) standard service fees reflected on the document onboarding schedule ((LESSOR) "My Assets" or as agreed in writing by (LESSOR) and Lessee. The marking fee shall apply when the markings are first applied and when the markings are removed. Lessee will be responsible for the removal of any markings added to the Chassis before return of the Chassis to Lessor at the end of the Lease, unless other arrangements are made with (LESSOR).

5. Use And Maintenance

- a. Lessee warrants that all Chassis leased hereunder will be used in North America. Lessee hereby agrees that, if requested by (LESSOR), Lessee shall immediately report the exact location of the Chassis to (LESSOR).
- b. Lessee will, at Lessee's sole cost and expense, keep and maintain the Chassis, and all additional attachments and accessories thereto, at all times during the term of this Agreement and any extension hereof, in good repair and operating condition. Lessee may request (LESSOR) to provide maintenance and repair services by opting to participate in the (LESSOR) Maintenance Plan, as described in Exhibit C, in which case (LESSOR) shall provide such services as agent for Lessee for that limited purpose. Lessee will otherwise ensure that all maintenance and repair work is carried out by suitably skilled and competent labor and under competent supervision. Lessee will at Lessee's sole cost and expense replace any and all damaged parts with parts of like quality of those originally received with the Chassis. All replacement and repairs will become the property of (LESSOR), and Lessee will make no alterations to or changes in the Chassis except as may be mutually agreed upon in writing or required by law, rule or regulation of competent authority. Lessee must have a systematic maintenance program whereby all Chassis are thoroughly inspected and maintained to ensure Chassis are always in excellent working order and in compliance with regulatory requirements.
- c. Unless Lessee has opted to participate in the Maintenance Plan, (LESSOR)

has no responsibility for the maintenance of any Chassis after such Chassis is delivered to and accepted by Lessee and before it is redelivered to (LESSOR) as herein provided.

- d. Lessee will make no alterations to or changes in the Chassis except i) as may be explicitly permitted under this Agreement, ii) as mutually agreed upon in writing or iii) required by law, rule or regulation of competent authority.
- e. Lessee will shall during the term of this Agreement and while the Chassis is in its control and possession, take any necessary actions, at its own expense, to comply with the applicable federal, state, and local laws and regulations, including any requirements that the Chassis be inspected or repaired for safety and roadworthiness. Lessee shall be responsible for assuring that all BIT, FMCSA and other mandatory inspections are timely and properly conducted.
- f. Chassis will not be used to transport tank containers, unless specifically designed for such use, designated as such in this Agreement, and approved for such use by (LESSOR) in writing.
- g. In addition to the maintenance and inspection requirements set forth in sub-paragraph b) above, Lessee (or its agents) must perform pre-trip and post-trip inspections of the Chassis to ensure the Chassis is in safe and compliant condition at all times.

6. Liens

- a. Lessee will keep the Chassis free and clear of any and all liens, encumbrances, charges or claims. Lessee will promptly, at its sole expense, take all actions necessary to discharge any lien, charge, or other encumbrance asserted by any party against the Chassis arising after delivery of Chassis to Lessee.

7. Indemnification

- a. Lessee shall defend, indemnify and hold harmless (LESSOR) and its subsidiaries and affiliates, and their respective agents and employees, insurers, officers, directors, licensors and successors (collectively, the "Indemnified Parties" and each, an "Indemnified Party"), without regard to whether the Indemnified Parties' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnified Parties, from and shall pay and reimburse all claims, causes of action, liability, damage, losses, obligations, injuries, demands, penalties, costs and expenses, (including, without limitation, expenses in connection with any claim or suit, such as attorneys' fees, court costs and other expenses of whatsoever kind and nature, including, without limitation, death, injury or damage to property or person) (collectively "Claims" and individually a "Claim") arising directly

or indirectly in any manner out of: (a) any failure by Lessee to comply with its obligations under this Agreement or any attempt by any third party, to impose upon an Indemnified Party liability for Lessee's acts or omissions; (b) any claim, whether private or governmental, for personal injury or death or for loss or damage to person or property, arising out of or incident to the selection, acceptance, possession, interchange, leasing, rental, operation, control, use, storage, loading, unloading, moving, maintenance, repair, delivery, redelivery or return of any Chassis from the time possession of such Chassis has been tendered to Lessee until such time as the Chassis has been returned by Lessee in accordance with this Agreement; (c) any forfeiture, seizure or impounding of, or charge or lien imposed or asserted against any Chassis; (d) the use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, storage, maintenance, repair, transportation, delivery, or return of any chassis, regardless of where, how and by whom operated, or the negligence, whether alleged or actual, of Lessor or any failure on the part of Lessee to perform or comply with any terms and conditions of the Agreement and (e) any claim by a third-party against Lessor for entrustment of a Chassis to Lessee, negligent selection of lessee, or similar claim. Lessee's obligations under this section shall not apply to the extent any claim is found to have been caused by the gross negligence or intentional misconduct of the relevant Indemnified Party. If applicable state law does not allow enforcement of indemnity obligations to the extent contained in this provision, the parties expressly agree that Lessee will be obligated to indemnify the Indemnified Parties to the fullest extent allowed by applicable law. These indemnifications provisions shall survive the termination, cancellation or expiration of this Agreement.

8. Insurance

- a. Lessee shall, at its sole expense, obtain and maintain insurance for both Automobile Liability and Comprehensive General Liability with an insurer with a Best rating of not less than B+. Said policies of insurance shall each be in a minimum amount of one million dollars of the United States (US\$1,000,000), combined single limit, for both bodily injury and property damage. Lessee shall, in addition and at its sole expense, obtain and maintain All Risk' Physical Damage insurance in such amount as is equal to the Chassis' casualty value ("Casualty Value") set forth herein as Exhibit B. Furthermore, Lessee shall, at its sole expense, obtain and maintain Worker's Compensation insurance in amount and form necessary to satisfy its statutory requirements. Such policies of insurance shall provide that: (i) such coverage as provided will be considered primary and all other coverages enforced secondary; (ii) the interest of (LESSOR) will be insured regardless of any breach or violation of any warranties, declarations or conditions of payment in such policies; and (iii) if such policy shall be cancelled or materially changed, such cancellation or change will not be effectuated without thirty (30) calendar days prior written

notice to (LESSOR). Lessee shall furnish (LESSOR) with a certificate of such insurance immediately upon issuance thereof and all such certificates shall name (LESSOR) as an additional insured and loss payee as applicable and shall require notice to (LESSOR) of any cancellation or material changes thirty (30) calendar days in advance thereof. The maintenance of insurance by Lessee hereunder shall not be deemed or construed to limit or modify Lessee's obligations under the Agreement.

- b. Lessee shall require subcontracted motor carriers to have UIIA-compliant insurance coverage, or, in the alternative, Automobile Liability and Comprehensive General Liability coverage that meets or exceeds the insurance requirements in subsection 7. a. above.
- c. Upon request, Lessee, its insurer or broker shall provide copies of the insurance policies reflecting compliance with these insurance requirements. Lessee (or its insurance broker) shall promptly notify (LESSOR) of any changes in its insurance coverages, including cancellations.

9. Casualties and Loss of Chassis

- a. Lessee will bear all risk of loss, damage, theft or destruction (partial or total) of the Chassis and cargo from any cause and will pay all costs of use, operation, maintenance, storage, repair and replacement including, but not limited to, taxes, license and registration fees, charges incurred in ports, depots or storage areas, tolls, fares, citations, fines, penalties, wrecked/damaged chassis clean-up and removal, related environmental remediation and the like, and shall indemnify and hold harmless Lessor for all such charges.
- b. In the event of the destruction, loss or theft of any Chassis, the obligation to pay rent for such Chassis shall be abated provided: (i) Lessee shall furnish to (LESSOR) a statement that the Chassis has been destroyed, lost or stolen, and such evidence of such destruction, loss or theft as (LESSOR) may reasonably request; (ii) Lessee shall pay to (LESSOR) an amount equal to the Casualty Value of the destroyed, lost or stolen Chassis and (iii) Lessee shall pay to (LESSOR) an amount equal to the accrued rent for such Chassis owing until the date of receipt by (LESSOR) of the Casualty Value. Upon payment of the Casualty Value as provided in this paragraph and execution of a release and hold harmless in favor of (LESSOR), title to the Chassis will be transferred to Lessee or Lessee's designated insurer. Payment of Casualty Value will discharge Lessee of its obligation to pay future rental payments for the subject Chassis under the Agreement but will not release Lessee from its other obligations under the Agreement.

10. Return of Equipment

- a. Chassis off-leased by Lessee hereunder must be the same chassis originally on-hired.

- b. Assuming full compliance with all terms of the Agreement by Lessee, Chassis will be deemed to be off-lease by Lessee on the date appearing on the related inbound Chassis receipt or equivalent document (an "Inbound CR").
- c. Upon the termination of the Agreement or in the event of any off-lease of Chassis for whatever reason. Lessee must return each Chassis, at Lessee's sole expense, to the location from which it was originally picked up or to such locations and in such quantity as agreed to in writing by (LESSOR).
- d. Each Chassis must be redelivered in the same condition as when received by Lessee, Reasonable Wear and Tear excepted. Chassis will be inspected at the Lessee's expense and if such Chassis is returned in a damaged condition, (LESSOR) shall, in its sole discretion, have the right to require Lessee, at Lessee's expense, to repair the Chassis, to authorize the repair of the Chassis or to refrain from repairing the Chassis and invoice Lessee for the amount of damage for which it is liable hereunder. In the event Lessee redelivers any Chassis with estimated cost of repairs exceeding the Casualty Value such Chassis shall be considered a constructive total loss and Casualty Value settlement shall apply in lieu of billing for damages. The inspection and repair standard shall be the current Institute of International Container Lessor's standards. In the event Lessee fails to authorize repairs within seven (7) calendar days of the date of the repair estimate (LESSOR), at its option, may (but is under no obligation to) authorize repairs to the Chassis on Lessee's behalf whereupon the Chassis shall be off-lease and rental charges shall cease pending completion of such repairs.
- e. Upon termination of the Initial Term or Renewal Term, as the case may be, of this Agreement, Lessee will return all Chassis within 45 calendar days (the "Chassis Redelivery Period") after such termination. Upon the commencement date of the Chassis Redelivery Period, Lessee will be charged and agrees to pay to (LESSOR) fees equal to Usage Rate per day per Chassis until all Chassis are returned to (LESSOR). After the expiration of the Chassis Redelivery Period, (LESSOR) reserves the right to charge the applicable published FlexiDay daily rental rate per day per Chassis until all Chassis are returned to (LESSOR).
- f. (LESSOR) shall apply a \$50 gate charge when the Lessee attempts to return, or returns, a chassis prior to term expiration. This charge shall not apply in the event (LESSOR) has requested the Lessee to return the chassis due to technical or mechanical issues and/or the Lessee requires repairs for chassis and has chosen the (LESSOR) facility to have repairs completed. Nothing in this paragraph relieves Lessee from paying rental for the returned chassis corresponding to the full lease term, unless otherwise agreed in writing.

11. No Warranties

- a. LESSEE ACKNOWLEDGES THAT LESSOR HAS MADE NO WARRANTIES EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), OF ANY

KIND OR NATURE WHATSOEVER RELATING TO OR EFFECTING THE USE AND/OR OPERATION OF THE EQUIPMENT. Lessee acknowledges that it has inspected and accepted each Chassis and agrees that in no event shall (LESSOR) be liable to it for any damage or injury to persons or property or for any loss of profits or consequential damages arising out of the use of a Chassis by Lessee or by any other person or persons permitted or authorized by the terms and conditions of the Agreement to use or operate a Chassis during the term of the Agreement or any extension hereof.

12. Payment of Usage Rates and Other Charges.

- a. Lessee shall pay the rental and any other applicable charges under this Agreement within thirty (30) calendar days from date of the relevant invoice.
- b. (LESSOR) to invoice Lessee monthly on the first day of each month. The fee will be calculated as follows: Usage Rate multiplied by number of days in the month, multiplied by number of Chassis on-lease. A late payment charge of 1% per month (but no greater than the legally permissible rate of interest) will be applied if payments are not made within 30 days calendar days after the applicable due date. Lessee shall also pay all taxes, fees and assessments of every kind and nature whatsoever, including but not limited to sales tax, property tax, excise tax, or any other tax, charge, fee, assessment or levy whatsoever together with any penalties, fines or interest thereon (herein collectively called the 'Assessments') which may be charged against Lessor with respect to the use, transportation, operation and possession of the equipment, except federal, state and other similar income taxes (other than income taxes which may be based upon mileage or highway usage) payable by Lessor. Assessments are not included in the Usage Rate. All charges under this Agreement are payable in U.S. dollars.
- c. Unless agreed-to in writing by (LESSOR), if Lessee defaults on its obligations under this Agreement, or otherwise terminates this Agreement early without agreement of Lessor, the provisions of paragraph 14 shall apply.
- d. As a service to Lessee, and in order to streamline the process of ultimately billing the responsible trucker for Electronic Toll Collection Systems (such as EZ Pass) charges and/or violations (hereinafter "Charges"), Lessor has retained the services of a third-party vendor (hereinafter "Toll Collections Vendor"), where available, to process payment of the Charges. Lessee hereby authorizes Lessor to use Toll Collections Vendor to pay all Charges for any chassis incurred during Lessee's possession of the Equipment. Lessee further authorizes Lessor to bill the appropriate trucker directly on Lessee's behalf, based on box rules, including an additional, \$25.00 service charge. Lessee further agrees that if Toll Collections Vendor cannot collect from the trucker within ninety (90) days, Toll Collections Vendor will re-bill Lessee directly, plus a \$25.00 service charge.

13. Force Majeure

- a. (LESSOR) shall not be liable to Lessee or any other person for any failure or delay in the performance of any obligations due to events beyond its reasonable control, including but not limited to fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots, civil disorder, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or equipment, failure of suppliers to deliver as requested, failure of repair facilities to finish repairs, acts of God, and acts of regulating or priorities of any governments or its branches or agencies.

14. Compliance with FMCSA

- a. To the extent that the Federal Motor Carrier Safety Administration (hereinafter, 'FMCSA') Regulations of 49 C.F.R. Parts 390, 393 and 396 are applicable to a Chassis, Lessee shall be, and assumes all the responsibilities of, the Intermodal Equipment Provider ("IEP") thereunder.
- b. Lessor will, acting as agent for and on behalf of Lessee for this limited purpose, update the IEP status of the chassis in the GIER system. Per FMCSA Regulations of 49 C.F.R. Part 390, Lessee may elect to stencil or otherwise identify all on-hire chassis and maintain this for the duration of the agreement, in which case it will notify (LESSOR). (LESSOR) shall not incur any liability in the event that the Lessee does not adhere to this requirement. (LESSOR) reserves the right to invoice the Lessee for any and all penalties that occur due to Lessee not abiding by this requirement. All lessee's stencils and markings must be removed or painted out at Lessee's expense before the return of the Chassis to (LESSOR).

15. Default

- a. Upon default by Lessee of any of the terms and conditions of the Agreement, upon cancellation of any guarantee of Lessee's obligations hereunder, upon breach by Lessee of any term or condition of any other agreement with (LESSOR), or upon the bankruptcy or insolvency of Lessee (including acquiescence in the appointment of a trustee or receiver, or commencement of any dissolution or liquidation proceeding). (LESSOR) may without prior notice to Lessee, without relieving Lessee of its obligations hereunder and without prejudice to any other rights or remedies (LESSOR) may have at law or in equity, terminate the Agreement. Upon such termination of the Agreement by (LESSOR), (LESSOR) may demand the immediate return of each Chassis and / or immediately repossess all Chassis wherever located free of any claims and rights of Lessee, declare the balance of the rentals to be immediately due and payable, and assert maritime or other liens against Lessee's property wherever it may be found.

In addition, Lessee shall immediately pay all repair charges, casualty values, all repossession and recovery costs and expenses, all costs and expenses, including attorneys' fees, associated with enforcement of the terms and conditions hereunder, the collection of any rent or other sums due or to become due and the recovery of any Chassis, and other damages, provided, however, that nothing contained herein will limit Lessee's obligation to return each Chassis to (LESSOR). Lessee shall assist (LESSOR) in any repossession effort, and without in any way limiting the obligations of Lessee under the Agreement, Lessee hereby irrevocably appoints (LESSOR) as its agent and attorney in fact, with full power and authority, to demand and take immediate possession of each Chassis in the name of and on behalf of Lessee from whomsoever shall be in possession of such Chassis.

- b. Upon breach of any term of the Agreement by Lessee, (LESSOR) reserves the right to change, upon ten (10) calendar days prior written notice, any term or condition hereof, including without limitation, the rental charges to be paid hereunder.

16. Further Assurances and Cooperation

- a. If requested by (LESSOR), Lessee shall at the time of the execution of the Agreement and during the term thereof (i) promptly and duly execute and deliver to (LESSOR) such further documents and assurances and take such further action as (LESSOR) may from time to time reasonably request in order to carry out the intent and purpose of the Agreement and to establish and protect the rights and remedies created or intended to be created in favor of (LESSOR) hereunder, including without limitation, at the expense of Lessee, the execution and delivery of financing statements or other security interests with respect hereto, in accordance with the laws of such jurisdictions as (LESSOR) may from time to time deem advisable, (ii) as requested by (LESSOR), deliver to (LESSOR) the balance sheets and income statements prepared by Lessee's independent certified public accountants or other accountants acceptable to (LESSOR), and (iii) deliver to (LESSOR) such other information as (LESSOR) may from time-to-time request.

17. Legal Compliance and Business Ethics

- a. Lessee undertakes to comply with all applicable laws, regulations and rules including, but not limited to, those relating to motor carrier regulations, fair competition, anti-corruption, economic sanctions, and data privacy. Lessee shall assure that all of its owners, directors, officers, employees, agents, subcontractors and representatives shall likewise comply with such applicable laws, regulations and rules.
- b. Lessee represents and warrants that during the performance of its obligations under this Agreement it will comply with all applicable legal requirements related to labor and employment practices; not use child or

forced labor; and not engage in any activity which amounts to discrimination on the basis of race, ethnicity, color, national origin, gender, disability, veteran status, or age.

- c. Lessee represents and warrants it will comply with all applicable health, safety and environmental regulations and implement systematic risk assessment and prevention measures consistent with industry best practices.
- d. (LESSOR) reserves the right to audit the compliance of the Lessee's activities with the foregoing representations and warranties.

18. Limited License; Intellectual Property & Confidentiality

- a. **Software.** (LESSOR) grants to Lessee a non-exclusive, non-transferable, non-sublicensable and limited license to use the (LESSOR) Software subject to the conditions and restrictions of this Agreement. Except as expressly provided herein or in a Schedule, (LESSOR) shall have no obligation to provide Lessee with any updates, upgrades or subsequent versions of the (LESSOR) Software. Lessee agrees to use the (LESSOR) Software only in connection with Lessee's use of the Services. Lessee agrees not to modify, decompile, reverse engineer, sublicense, assign, rent, disclose or provide the (LESSOR) Software, or access to (LESSOR) System to any third party, provided that Lessee may permit employees, and authorized agents of the Lessee to use the (LESSOR) software as permitted by this Agreement.
- b. **Confidentiality and Limitation Of Use.** "Confidential Information" means all 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 given the nature of the information and the circumstances of disclosure. (LESSOR)'s Confidential Information includes (LESSOR)'s Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all order forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does 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.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and

(ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

Lessee's obligation of confidentiality hereunder will survive the expiration of the Contract Period or the termination of the time during which any Equipment is in the Lessee's possession. Lessee will use the Equipment, and any such materials and information delivered or disclosed to it hereunder only internally within its own company, Lessee agrees that all data transmitted from or through the Equipment shall be and remain the property of (LESSOR) and (LESSOR) shall have all rights with respect to such data. THE TERMS OF THIS AGREEMENT SHALL BE HELD STRICTLY CONFIDENTIAL.

Lessee agrees to receive the (LESSOR) Equipment and any other materials delivered to Lessee, including access to (LESSOR) Software and the (LESSOR) System and confidential information disclosed to Lessee hereunder, and to hold it in confidence and not disclose it in any manner to any person, firm or entity, except to employees, agents or consultants of Lessee with a need to know. Lessee will not transfer, sell, modify, create derivative works, translate, reverse engineer, reverse compile or decompile the (LESSOR) Software, (LESSOR) Equipment or the (LESSOR) System, in whole or in part, nor will it create or attempt to create, the source code version of the (LESSOR) Software and the (LESSOR) System by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets, or using any other methods. Lessee agrees to not make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than the Lessee or Lessee's Users (Lessee employees, consultants, contractors and agents). Lessee agrees to not sell, resell, or sublease the (LESSOR) Software, the (LESSOR) Equipment or the (LESSOR) System to another party. Lessee agrees to not copy any Service or any part of the (LESSOR) Software, the (LESSOR) Equipment and the (LESSOR) System and any feature function or user interface therefrom. Lessee further agrees to not copy any architecture, functionality, look and feel or other attribute of the (LESSOR) Software or (LESSOR) System in connection with creating any similar software or functionality to build a competitive product or service.

- c. **Limitation of Liability.** The transfer of data from a Device to the Service is dependent on a cellular connection. The cellular coverage is dependent on the wireless carrier. (LESSOR) offers no guarantee that coverage will always be available. When it is not available, certain Services may be impaired. The Device will store data locally when unable to connect to cellular subject to the Device's provisioned available memory. IN NO

EVENT WILL (LESSOR) BE LIABLE FOR LOSS OF, OR ACCURACY OF DATA, TELECOMMUNICATIONS BREAKDOWN OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OUT OF THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SOFTWARE, OR THE COMMUNICATION SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, EVEN IF (LESSOR) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL, (LESSOR)'S CUMULATIVE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT EXCEED ONE-MONTH'S CHARGES FOR SERVICES PURCHASED HEREUNDER. IN UNDERSTANDING THAT THE LESSEE OR (LESSOR) DESIGNATED AGENT OR EMPLOYEE MAY INSTALL (LESSOR) EQUIPMENT ON LESSEE OWNED OR LEASED ASSETS, IN NO EVENT WILL (LESSOR) BE LIABLE FOR LOSS, DAMAGE, OR INFRINGEMENT OF ANY MANUFACTURER, LESSOR OR OTHER WARRANTY ON LESSEE OWNED OR LEASED ASSETS.

The (LESSOR) Equipment and related user documentation ("Documentation") are provided to Lessee on a strictly AS IS basis, and (LESSOR) EXPRESSLY DISCLAIMS, AND LESSEE EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE. THE COMMUNICATIONS SERVICES ARE PROVIDED ON AN AS IS/WHERE IS/AS AVAILABLE BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Further, Lessee understands and agrees that (LESSOR) will have no liability for any loss, costs or damages resulting from Lessee use of the Equipment, and Lessee agrees to defend, indemnify and hold (LESSOR) harmless from any claims arising out of the installation or use of the Equipment.

- d. **Intellectual Property Rights.** Lessee acknowledges and agrees that all patent, copyright and other intellectual property rights in the Services, the (LESSOR) Software, the (LESSOR) Equipment and the (LESSOR) System and any related documentation provided hereunder are, and shall remain, the property of (LESSOR) and/or its Authorized Vendors. (LESSOR) shall be the owner of all data generated, collected, or transmitted through the Services, and shall have all rights with respect to such data, including all copyrights and trade secret rights throughout the world and, without limiting the generality of the foregoing, including the exclusive right to use, collect, copy, store, process, transmit, host, transfer, display, and make aggregations, extracts, analyses, inferences, or any other product from the data and to sell or license such products to third parties without payment

or obligation of any kind to Lessee.

- e. **Privacy and Data Use.** (LESSOR) is committed to maintaining the privacy and security of Personal Data; however, Lessee remains solely responsible for determining whether (LESSOR) security meets Lessee requirements. (LESSOR) will maintain appropriate technical safeguards for the protection, security, confidentiality and integrity of Personal Data. Lessee is further responsible for compliance with any privacy and data protection laws, sector-specific security obligations and other laws and regulations applicable to the provision, transfer or use of Personal Data, and use of the Services, as contemplated under this Agreement. This includes obtaining and complying with any required filings, registrations, licenses, approvals or consents. If Lessee has not complied with the requirements set forth in this subsection then Lessee is not authorized to use the Services. Lessee agrees that (LESSOR) will act as a conduit for Lessee Data, including Personal Data, pursuant to this Agreement, and that (LESSOR) may process such data as necessary for the purposes of this Agreement and/or the performance of the Services, as required by law or as Lessee may otherwise consent.

(LESSOR) and/or its authorized vendors may collect, copy, use, index, store, process, transmit, transfer, disclose, display (collectively processing) Personal Data , including without limitation: (i) Lessee user and organization names, internal IDs and usage roles; (ii) Serial numbers or similar such IDs of assets to pair with Devices (iii) IT policies applicable to Lessee Devices, (iv) information about Lessee usage of (LESSOR) Service and Devices, (v) message logs, statistics, programming logic and other information to facilitate the provision of Services. Lessee hereby consents that (LESSOR) may process and use any data collected under this Agreement from any source, including Personal Data. Lessee further consents that (LESSOR) may obtain such data remotely over a wireless network.

- f. **Lost, Stolen or Damaged GPS Device.** In the event the GPS unit is not returned or if a GPS unit becomes nonoperational due to damage caused by Lessee, a Lost, Stolen or Damaged fee of \$250 shall be payable by Lessee. Cancellation Fees, Lost Unit Fees are not mutually exclusive and may each be charged to Lessee in the event Lessee cancels early and fails to return the Units or returns them in damage condition as described above.

19. General

- a. No Agency. The relationship between (LESSOR) and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the duration of the Agreement for any purpose whatsoever be or become the agent of (LESSOR), and (LESSOR) shall not be responsible for the acts or omissions of Lessee, or its agents.
- b. Rights and Remedies Cumulative. (LESSOR)'s rights and remedies with respect

to any of the terms and conditions of the Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies provided by law or in equity.

- c. Severability of Provisions. Any provisions of the Agreement prohibited by the law or any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the Agreement.
- d. No Waiver. No waiver by (LESSOR) of any breach or default hereunder, or omission or delay by (LESSOR) in exercising any of its rights hereunder, or course of dealing between (LESSOR) and Lessee shall operate as a waiver by (LESSOR) to subsequently require full compliance with the Agreement or as a waiver of any of (LESSOR)'s rights or remedies hereunder, nor shall any single or partial exercise by (LESSOR) of its rights hereunder preclude any other or further exercise of any other right.
- e. Notice. All notices or other communications required or permitted by this Agreement must be in writing and must be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery to the respective party address set forth in the introductory paragraph of this Agreement. The effective date for certified mail shall be three (3) business days after the date the mail was posted. The effective date for notices delivered personally or by overnight delivery service shall be the next business date following the date of mailing. The foregoing notwithstanding, documents and communications relative to day-to-day operations of the parties may be sent or received via fax or email.
- f. Assignment and Subletting. Lessee may not, without (LESSOR)'s prior written consent, i) assign, mortgage or encumber any right or interest in or to this Agreement or the Chassis or ii) sublet, rent or otherwise relinquish actual or legal possession or control of any Chassis to any third party. Any change of control of the Lessee shall be an assignment for purposes of this paragraph. (LESSOR) may, without notice, freely assign its obligations and rights under this Agreement.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all previous agreements with respect to the subject matter hereof. This Agreement may not be amended or modified orally. No amendment, modification or release from any provisions hereof will be effective unless in writing and signed by both parties specifically stating it is an amendment to this Agreement.
- h. Captions. Caption designations are for reference only. They do not interpret, modify, or in any way limit the meaning of this Agreement.
- i. Applicable Law and Dispute Resolution. This Agreement is to be governed by the laws of the State of Maryland, without regard to conflicts of law

principles. (LESSOR) and Lessee hereby agree that any claim or controversy, directly or indirectly arising out of or relating to this Agreement, must be brought in a jurisdiction as follows:

- i. As to questions of interpretation or enforcement of this Agreement, at any federal or state court sitting in Maricopa County, Arizona, the principal place of business of (LESSOR);
- ii. As to questions of indemnification under this Agreement, at the situs of the transaction giving rise to the requested indemnification, or if litigation regarding the transaction has been commenced by a third-party, the situs of that litigation;
- iii. As to monetary obligations between (LESSOR) and Lessee by reason of Chassis usage charges, at any federal or state court sitting in Maricopa County, Arizona, or at the situs of the transaction giving rise to the requested damages; and As to monetary damages between (LESSOR) and Lessee arising out of physical damage to or loss of a Chassis, at any federal or state court sitting in Maricopa County, Arizona, or at the situs at which the Chassis was last interchanged prior to such loss or damage.

Exhibit A

Over the Road Repair

Lessee may contact one of the over-the-road ("OTR") service provider(s) identified on the following webpage for any needed OTR service, including mechanical or tire repairs, other than for tire damage caused by the Lessee.

(LESSOR) Approved Vendors

(LESSOR) encourages Lessee to use one of the listed services for its OTR service needs. (LESSOR) shall not accept any invoices or claims from any other service providers unless such service was pre-approved in writing by (LESSOR). (LESSOR) encourages Lessee to establish an account with one of these authorized OTR service providers to expedite road calls in the event of a failure.

Responsibility for Expenses:

- (LESSOR) will assume responsibility for road service expenses incurred by the Lessee solely resulting from defective equipment or failure due to normal wear and tear. In the case of tire failure, Normal Wear and Tear includes peeled retreads holding air, casing and tread separations.
- Replacement parts must be new parts and tires must be new OEM to replace damaged OEM tire or new recapped tire to replace damaged recap tire. Used replacement parts or tires will not be accepted.
- If it is the opinion of Lessee that the OTR repairs were due to equipment failure and is otherwise (LESSOR)'s responsibility, Lessee may seek reimbursement by submitting a claim to the (LESSOR) location where the Chassis was originally picked up and deliver the failed parts/tires to that location at the time of submitting the claim. Lessee must submit copies of all road service provider's invoices and receipts to be submitted for reimbursement consideration. (LESSOR) will only accept responsibility for failures resulting from defective equipment and no other ancillary costs that may be associated with the OTR service.
- All repairs performed need to meet appropriate (LESSOR) standards. Should repairs be deemed as substandard and do not bring the Chassis to its original condition as when the Chassis was first picked up, reimbursement will be denied and Lessee is responsible for the costs to bring the Chassis to a conforming standard.
- (LESSOR) requires that all OTR services be reported to the local (LESSOR) location within 72 hours of occurrence and any invoicing must be within 30 calendar days of occurrence.

Exhibit B
Casualty Value

For the purpose set out herein, the Replacement Values of the Chassis are identified on the following webpage:

[\(LESSOR\) Casualty Value](#)

The Casualty Value for any Chassis shall be calculated by taking the Replacement Value for that type of Chassis reflected in the foregoing table and depreciating it by 3.15% (three point fifteen percent) per annum from the date of manufacture or remanufacture of the Intermodal Chassis (the "Depreciated Replacement Value"); provided, however, that in no event will the Depreciated Replacement Value be less than 75% of the Replacement Value of the Intermodal Chassis.

For any (LESSOR) Intermodal Chassis that is not owned by (LESSOR), the Depreciated Replacement Value shall be the replacement cost of such Intermodal Chassis, as invoiced to (LESSOR) by or on behalf of the owner thereof.

EXAMPLE

Exhibit C

(LESSOR) Maintenance

Plan

In the event i) Lessee elects to participate in the (LESSOR) Maintenance Plan, ii) Lessee agrees to pay the Per Chassis Maintenance Charge, and iii) (LESSOR) agrees to provide such maintenance services, (LESSOR) will provide routine periodic maintenance for the Chassis in accordance with (LESSOR) policies and directives and standard industry practices. (LESSOR) shall provide such services solely as agent for Lessee for this limited purpose.

Lessee will at all times keep and maintain the leased Chassis and all attachments and accessories thereto in good repair and operating condition, and shall promptly notify (LESSOR) should a Chassis require repair or maintenance. Lessee shall follow (LESSOR)'s directives regarding such maintenance, including directives regarding the location of (LESSOR) repair facilities.

Lessee shall remain fully responsible for all regulatory compliance and all obligations related to the condition of the chassis as provided in this Agreement and consistent with its status as the IEP.

The Lessee's selection of the Maintenance Plan shall be noted on the Agreement in the place provided. (LESSOR) reserves the right to cancel this Maintenance Plan at any time. If (LESSOR) cancels this Maintenance Plan, the amount billed will be appropriately adjusted.

The expenses related to routine maintenance and repair of the Chassis, including the cost of spare parts, are included in the Per Chassis Maintenance Charge. Lessee shall reimburse (LESSOR) for the cost of repairing Chassis damaged as a result of impacts, accidents, misuse, abuse, vandalism or other causes not consistent with the reasonable and prudent use and operation of the Chassis, or deterioration that is in excess of Reasonable Wear and Tear as defined in the Agreement. The cost of such additional maintenance and repair shall be billed separately per local market's prevailing rate.. (LESSOR) shall have no obligation to provide the Services if Chassis are not located in the Houston area and/or the Lessee does not make the Chassis available to perform necessary inspections or repairs.

If selected, the Maintenance Plan includes coverage for mandatory federal and state inspections. (LESSOR) reserves the right to review and approve inspections based on posted legal guidelines. Lessee shall be responsible for tracking and scheduling mandatory inspections and shall communicate these requirements to (LESSOR). Lessee shall make Chassis available within 14 calendar days of notification in the area of Houston for the performance of such inspection(s). (LESSOR) shall be responsible for the payment of these inspection(s) unless otherwise notified by the Lessee. Lessee's election of the Maintenance Plan does not alter or diminish in any way Lessee's legal responsibility as the IEP for assuring timely and compliant inspections.

Should emergency roadside service be required, Lessee shall notify (LESSOR), where reasonably possible to do so, and follow (LESSOR)'s directives regarding such service.

Where such notice is impractical, Lessee shall obtain emergency roadside service as described in Exhibit "A".

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