



**CARRIER GLOBAL CORPORATION
LYNX TERMS OF USE POLICY
EFFECTIVE APRIL 1, 2021**

THESE TERMS OF USE – ACCESS (“**TERMS**”) GOVERN ACCESS TO AND USE OF THE PLATFORM (DEFINED BELOW) PROVIDED BY CARRIER BY ACCESSING OR USING THE PLATFORM IN ANY MANNER, THE PERSON SO ACCESSING OR USING THE PLATFORM AGREES TO THESE TERMS ON BEHALF OF HIS OR HER COMPANY (“**COMPANY**”) AND REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND COMPANY TO THESE TERMS. IF THE PERSON ACCESSING OR USING THE PLATFORM DOES NOT HAVE SUCH AUTHORITY, OR IF COMPANY DOES NOT AGREE WITH THESE TERMS, COMPANY, INCLUDING THE PERSON ACCESSING OR USING THE PLATFORM, MAY NOT ACCESS OR USE THE PLATFORM.

THESE TERMS MAY BE UPDATED BY CARRIER AT ANY TIME, AND FROM TIME TO TIME. ACCESS TO AND/OR USE OF THE PLATFORM AFTER BEING PRESENTED WITH THE UPDATED TERMS CONSTITUTES COMPANY’S ASSENT TO THE UPDATED TERMS.

1. Grant of License; Restrictions.

- a. *License.* Subject to Company’s and its Authorized User(s)’ compliance with these Terms, Carrier hereby grants Company a revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform, solely through its Authorized Users, for the purposes described in these Terms. Such access and use are limited to Company’s internal business purposes. For purposes of these Terms: (i) “**Platform**” means Carrier’s LYNX™ proprietary cloud-based, digital platform, APIs, and mobile and/or device applications, which, among other things, processes data provided by shippers, carriers, telematics providers, and other participants and otherwise communicate with one another and (ii) “**Authorized Users**” means Company’s and its affiliates’ employees, consultants, contractors, lessee, and agents who are authorized by Company to access and use the Platform under the rights granted to Company pursuant to these Terms.
- b. *Reservation of Rights.* Except as expressly set forth in these Terms, no other rights or licenses, express or implied, are granted under these Terms by either party. No ownership of any intellectual property rights of either party is assigned or transferred to the other party, except as expressly provided herein.
- c. *Restrictions.* All use of the Platform by Authorized Users will be considered use by Company and Company shall be fully liable for Authorized Users’ compliance with these Terms. Company shall notify Carrier promptly of any



unauthorized access or use of the Platform that violates these Terms. Company shall not, and shall not permit its Authorized Users to, directly or indirectly reverse engineer, attempt to derive the source code of, copy or reproduce all or any portion of the Platform, whether electronically, mechanically or otherwise, in any form including, but not limited to, copying presentation, look and feel, style, or organization. Company shall use, and shall cause its Authorized Users to use, the Platform solely for their intended purposes and shall not use, and shall not permit its Authorized Users to use, the Platform for the benefit of any third party except as specifically contemplated under these Terms. Without limiting the foregoing, Company hereby acknowledges that the Platform is intended only to allow participants within the logistics and transportation industry to track locations, cargo temperatures, Equipment and/or Hardware status, and/or otherwise communicate with one another and that the Platform is not intended for storage or use of any data not related to such purpose, including, without limitation, social security numbers, financial account numbers, health information, driver's license, passport or visa number, credit card data or any special categories of personal data ("**Prohibited Data**"). Company and its Authorized Users will not input any Prohibited Data into the Platform. Company will not, and will not permit its Authorized Users to, use the Platform: (i) in violation of any applicable law; (ii) in a manner such that any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information are entered into the Platform; or (iii) in violation of this Agreement or other policy posted at the Platform website or otherwise made available to Company from time to time. Company shall be solely responsible for maintaining all passwords and access codes to the Platform and/or any dashboard related thereto and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes. Any other software or services that are included in the Platform and are not proprietary to Carrier are licensed subject to the applicable license, all of which are incorporated herein by reference or otherwise made available to Company. Carrier shall have the right to immediately suspend access to the Platform if Company's or its Authorized Users' use or access of the Platform results in a risk of loss or damage to the Platform, Carrier's other systems, or the data or property of any other Carrier licensee or supplier.

2. Data.

a. *Data Privacy*

Definitions: Data Privacy Laws: means applicable laws and regulations relating to Personal Information protection of any country, state, or municipality with jurisdiction to regulate the activity covered by this agreement. **Personal Information:** means information and data exchanged in connection with this



agreement that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any of the Data Privacy Laws.

General: Parties acknowledges that in the execution and the administration of the relationship between Company and Carrier, Personal Information of either party will be processed, in accordance with Data Privacy Laws. If a party provides the other party with any Personal Information, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose Personal Information it has provided to the other, if needed. Carrier has a [General Privacy Notice](#) that covers Personal Information that it collects and processes for such purposes.

Use of the Platform: To use the Platform, the Company must successfully register one or more Authorized Users. To register as a user, Company will require that users provide certain information, including Personal Information. A [specific Privacy Policy](#) applies for these Authorized Users, and they have to consent to that specific Privacy Policy and these Terms of Use before being able to use the System.

Data breach incident: If the Personal Information is involved in a data breach incident, the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the party making the notification shall make reasonable efforts to coordinate with the other party to allow for input into the content of a notification before it is made.

- b. *Data License.* Company hereby grants to Carrier and its Affiliates a limited, non-exclusive, royalty-free license to access or otherwise receive Data and incorporate the Data, and/or any API the Company may provide to Carrier to receive, copy, make available, integrate, share with Third Parties for the purposes of storing and/or analyzing, and otherwise use the Data, into the Platform for the purposes including, but not limited to: (a) providing Platform to You; (b) monitoring Equipment health or performance; (c) cargo monitoring; (d) evaluating or improving the Platform and/or other products and services; (e) complying with legal requirements and valid court orders, as applicable; (f) performing market research; (g) offering you new products and services; or (h) any other business purposes, including use with other applications (**the "Purpose"**). Data may also be gathered and transmitted to the Platform via other means, including but not limited to off board diagnostic tools. For purposes of these Terms: (i) **"Data"** means telematics data, other location data, and cargo monitoring data, other data provided by Company to Carrier captured by Customer's use of the Equipment and/or Hardware, or data entered into the Platform by Company; (ii) **"Equipment"** means "Carrier® Transicold® refrigerated containers, truck, trailer or rail transport refrigeration equipment, the vehicles on which that refrigeration



equipment is installed and/or other equipment installed on those vehicles;
(iv) **"Hardware"** means cargo monitoring sensors and/or devices.

- c. **Aggregate Data.** Notwithstanding anything to the contrary, Company also agrees that Carrier or its affiliates may anonymize or aggregate the Data (such as anonymized or aggregated data, **"Aggregate Data"**) to prepare reports, analyses and enhancements and to incorporate such Aggregate Data containing the Data into other features or work product in connection with the Platform and that Carrier shall own and retain all right, title, and interest in and to Aggregate Data. Such use shall survive the termination of the Terms, unless legally prohibited.
- d. **Mutual Customer.** In the instance that Company and Carrier share a Mutual Customer that has engaged Carrier to assist it with enhancing its operation, the purpose of this Agreement is to allow for sharing of select Data through the Platform for the ultimate benefit of the Mutual Customer. You understand and agree that Carrier and its Affiliate may make the Data pertaining to a Mutual Customer available to any Authorized User of that Mutual Customer's instance of the Platform, to any third party through the Platform to the extent requested or authorized by the Mutual Customer, and as otherwise authorized by Carrier agreement with such Mutual Customer. In addition, in order to receive any Data from Company's carrier or other third party, Carrier may make the Data applicable to such carrier or third party available to such carrier or third party. For purposes of these Terms: **"Mutual Customer"** means a third party that is (a) a customer of Carrier that has access to the Platform and (b) a direct or indirect customer of Company to whom shipments are made.

3. Authorized Users

- a. You agree that the Platform will be accessed and used only by you. For that purpose, you will designate authorized users whom you authorize to access and use the Platform (**"Authorized User"**). The Platform may only be accessed and used in connection with Equipment and/or Hardware necessary to access the Platform and you must pay any necessary access fees. Carrier or its Affiliates will not be liable for any costs, damages or losses resulting from unauthorized access (including hacking) to or into, or unauthorized or erroneous use of your user accounts. However, you may be liable to Carrier or other parties due to any unauthorized access (including hacking) to or into, or unauthorized or erroneous use of another user account.
- b. You are responsible for the acquisition, configuration, monitoring, maintenance and management of your software and hardware related to your use of the Platform, including LAN, computers, modems, telecommunications devices, and your network connection to the Platform. We are not responsible for the network connection or for issues, problems or conditions arising from or related to the network connection, including but not limited to bandwidth issues, network outages, and/or other conditions that are caused by the Web and/or network connection.



4. Disclaimer of Warranties. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR SUCH USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CARRIER OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY OF ANY KIND. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CARRIER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (i.) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii.) ANY WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING; (iii.) ANY REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS OR RELIABILITY OF THE MATERIALS AVAILABLE ON THE PLATFORM; (iv.) ANY REPRESENTATIONS OR WARRANTIES THAT THE MATERIALS AVAILABLE ON THE PLATFORM ARE NOT SUSCEPTIBLE TO LOSS OR CORRUPTION; (v.) ANY REPRESENTATIONS OR WARRANTIES THAT ANY MATERIALS AVAILABLE ON THE PLATFORM ARE NON-INFRINGEMENT; (vi.) ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR AVAILABILITY OF THE PLATFORM WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE; (vii.) ANY REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR NOT SUSCEPTIBLE TO HACKING OR OTHER UNAUTHORIZED ACCESS OR USE; OR. (viii.) ANY REPRESENTATIONS OR WARRANTIES THAT TELEMATICS COMPONENTS, SERVICES OR SYSTEMS NOT PROVIDED BY CARRIER OR ITS AFFILIATES ARE COMPATIBLE WITH THE PLATFORM. IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO SOME OR ALL OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.
5. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CARRIER NOR ITS AFFILIATES, SUPPLIERS, OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, RECALLS, HARM TO BUSINESS OR BUSINESS REPUTATION ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, ACCESS TO, MISUSE, OR INABILITY TO USE THE PLATFORM. EVEN IF CARRIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING DAMAGES INCURRED BY THIRD PARTIES). THE EXCLUSION OF DAMAGES UNDER THIS SECTION 5 IS INDEPENDENT OF ANY REMEDY PROVIDED UNDER THE TERMS AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER DAMAGES ARISE FROM BREACH OF



CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PROHIBIT SUCH EXCLUSIONS AND LIMITATIONS.

THE PRECEDING LIMITATIONS OF LIABILITY DO NOT APPLY TO LIABILITIES THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS, SUCH AS IN THE EVENT OF STATUTORILY MANDATED LIABILITY (INCLUDING LIABILITY UNDER APPLICABLE PRODUCT LIABILITY LAW) OR IN THE EVENT OF PERSONAL INJURY ARISING SOLELY FROM CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. Company Indemnification. UPON OUR REQUEST YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, ACTIONS OR OTHER PROCEEDINGS BROUGHT AGAINST IT BY ANY THIRD PARTY DUE TO, ARISING OUT OF OR RELATED TO YOUR (A) USE OF THE PLATFORM, (B) VIOLATION OF THE TERMS, OR (C) YOUR VIOLATION OF ANY LAW, REGULATION OR THIRD PARTY RIGHTS. You shall pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Carrier in connection with or arising from any such claim, lawsuit, action, demand or other proceeding. Carrier may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Carrier in asserting any available defenses.
7. Suspension, Discontinuation or Cancellation.
 - a. *With Cause.* Carrier reserve the right to immediately suspend or terminate your access to the Platform, with or without notice, if in Carrier's sole judgment, you breach the Terms, engage in any harmful, unlawful, deceitful or fraudulent conduct in any way relating to the Terms or the Platform.
 - b. *Without Cause.* Carrier reserve the right to suspend or terminate your access to the Platform, with or without notice for any reason at any time.
 - c. *Effects of Suspension, Discontinuation or Termination by Carrier.* CARRIER SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF EXERCISING A RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO THE PLATFORM. All provisions of the Terms which by their nature survive termination or expiration, shall survive termination of your use of or access to the Platform. In no event shall Carrier or its Affiliates be obligated to take or buy back any Equipment and/or Hardware made unnecessary or unusable as a result of exercising a right to suspend or terminate use of or access to the Platform.
8. Modifications by Carrier.
 - a. *Modification of the Terms.* Carrier may modify the Terms with or without notice, at any time, and from time to time, by posting a new version of the Terms on the Platform. In some instances, if the changes are material, Carrier may notify you about such changes and any choices you may have or actions you can take before they go into effect. If you do not agree with



any modification, do not continue to use the Platform. Your continued access or use of the Platform after our notice indicates acceptance to the modified Terms. The modified Terms shall be effective as of the date they are posted on the Platform.

- b. *Platform Modifications.* At any time, and from time-to-time, Carrier reserves the right, in its sole judgement, to make all such modifications, changes, updates, supplements and additions to the Platform, or to discontinue the entire Platform, or any features thereof. In the event of such modifications or discontinuation, Carrier shall have no obligation to continue to provide support or maintenance for the prior version of the Platform. In addition, Company may be required, at their sole expense, to purchase or use new or additional Equipment and/or Hardware in order to continue to utilize the Platform as modified.
 - c. In no event shall Carrier be obligated to take back or buy back any Equipment and/or Hardware in the event of a modification to the Terms or the Platform.
9. Export Controls. Company acknowledges that the Platform (and any related Data) provided hereunder are subject to the laws and regulations of the United States that govern exports and other international trade controls that may restrict transfers of such items to other countries and parties. Company shall not export, reexport, supply or release such items contrary to the laws and regulations of the United States and other countries relating to export trade, or to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations, including regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury. Company's failure to abide by the obligations of this section will be deemed a material breach of the Terms permitting Carrier to terminate Company's use of and access to the Platform immediately, without notice, without further obligation and without prejudice to any other remedies that may be available to it. Company shall indemnify, defend and hold Carrier and its Affiliates harmless for all costs incurred in connection with Company's failure to abide by the obligations of this section.
10. Compliance with Laws. By accepting the Terms, Company agree to comply with all applicable laws, regulations, rules and guidelines, including but not limited to those dealing with bribery and the export, re-export, or transfer of goods, software and technology, or any other future technology and/or telecommunications standards available as part of the Platform. Company's failure to abide by the obligations of this section will be deemed a material breach of the Terms permitting Carrier to terminate Company's use of and access to the Platform immediately, without notice, without further obligation and without prejudice to any other remedies that may be available to it. Company shall indemnify, defend and hold Carrier and its Affiliates harmless for all costs incurred in connection with Subscriber's failure to abide by the obligations of this section.
11. Choice of Law & Jurisdiction. The Terms and any sales, service or other transactions arising hereunder or related hereto shall be governed by, and construed in accordance with, the laws of the State of New York (excluding its



conflicts of law provisions), and Company irrevocably waives the right to trial by jury and consents to the jurisdiction of the courts located in the State of New York for any action arising out of or relating to the Terms. The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of the Terms is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.

12. Force Majeure. Carrier shall not be responsible for any losses, damages, or penalties occasioned by any delay or failure in the provision of all or any portion of the Platform (a) that are caused by acts of nature, or forces or causes beyond Carrier reasonable control, including but not limited to supplier and service provider delays, , strikes, lock-outs, industrial disputes, fire, flood, acts of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, epidemic, legislation, regulation, order or other act of any government or governmental agency. In case of such delay, performance shall be resumed when delays have ceased to exist.
13. General Provisions. The Terms and/or any other valid agreement between you and Carrier for access to and use of the Platform, constitute the entire agreement between you and Carrier and govern your access to and use of the Platform, superseding any and all prior agreements, negotiations and communications (whether written, oral or electronic) between you and Carrier with respect to the subject matter hereof. No change, modification, or wavier of the Terms, will be binding on Carrier unless made in writing, with Carrier's approval. Any rights not otherwise expressly granted under the Terms are reserved by Carrier and its licensors. The failure of Carrier to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any part of the Terms is held invalid or unenforceable, by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of Carrier, and the remaining portions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.