

Carrier Index

Terms of Service

Last Updated: [January 11, 2025]

Agreement to Terms

By clicking the box to indicate acceptance, by using the Site, Portal, mobile application or otherwise using the Services, you (a) acknowledge that you have read and understand these Terms; (b) represent that you are of legal age to enter into a binding agreement; and (c) accept these Terms and agree that you are legally bound by these Terms and the Carrier Index Privacy Policy. If you do not agree to these Terms, do not use the Site, Portal, mobile application and cease use of the Services.

1. License Grant & Company Logos

1. **Service Access.** Subject to these Terms, Carrier Index grants you a limited, non-exclusive, non-sublicensable, and non-transferable license to use the Site, Portal, mobile application and our Services for your personal, non-commercial, internal business uses on devices owned or otherwise controlled by you (“Device(s)”) and to use the Services strictly in accordance with these Terms. As a customer of Carrier Index (each a “Customer”) you may be subject to separate terms which govern your use and access to the Site, Portal, mobile application and/ or Services, such as the Carrier Index Software as a Service (SaaS) Agreement.
2. **Company Logos.** By engaging Carrier Index for Services, you hereby grant Carrier Index a limited, non-exclusive, non-transferable license to use your company logo, trademarks, or other company-identifying intellectual property associated with your Account on the Carrier Index Site solely for promotional purposes in connection with the Services we provide you.

2. Modifications to Terms and Services

Carrier Index may, at its sole discretion, change these Terms, including the Carrier Index Privacy Policy, from time to time. If changes occur, we will notify you by email to the email affiliated with your Account. Updated versions will never apply retroactively and will give the date they go into effect. We recommend that you check the Terms and Privacy Policy periodically for changes. Your continued use of the Services following the posting of any changes to the Terms means you accept those new terms.

Additionally, Carrier Index reserves the right to modify, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, Third-Party Materials, or Content), whether temporarily or permanently at any time for any reason. You agree that Carrier

Index shall not be liable to you for any modification, suspension, or discontinuation of the Services. Some modifications may require updates to the Site, Portal, mobile application in order to continue to use the Services.

Carrier Index may also impose limits on certain features and services, restrict your access to parts or all of the Services, and suspend or terminate users without notice or liability.

3. Communications

You consent to accept and receive communications from us, including e-mail. One-time passwords will be sent by Carrier Index during user authentication. Account alert notifications of unusual activity will be sent to notify users of potentially fraudulent activity related to their account. Message frequency varies. Through the Services, you can control most of the communications sent to you. You may revoke your consent to receive email sent to you by unsubscribing from the mailing list. You may not opt-out of transactional messages that are deemed to be part of the Services, including, but not limited to, payment receipts, login verifications, updates to these Terms of Service, or updates to the Privacy Policy. You acknowledge that opting out of receiving communications may impact your use of the Services. Messaging carriers are not liable for delayed or undelivered messages.

4. Carrier Index Account

You may access the Site without registering for an account, but as a condition of using certain aspects of the Services, including freight management, verification, chat communication, load tracking, data storage and other capabilities, you are required to create a Carrier Index account (an "Account").

You are solely responsible for maintaining the confidentiality of your Account and username for restricting access to your Devices and you hereby agree to accept responsibility for all activities, charges, and damages that occur under your Account. If you discover any unauthorized use of your Account, or other known Account-related security breach, you must report it to Carrier Index immediately. You agree that you are responsible for anything that happens through your Account. Carrier Index cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5. Content: Provided vs. User

1. **Content.** Through the Services, or via other users, Carrier Index or its third-party service providers may make accessible various content, including, but not limited to, Third-Party Materials, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). You have no rights in or to the Content other than as permitted herein to use or access the Services and you acknowledge that all rights, title, and interest in and to the Content are those of others and may be protected by copyright laws or through other intellectual property rights.

We grant you a personal, non-transferable, and non-exclusive limited license to access and use for purposes permitted by these Terms, the Content provided by us, other End Users and our third-party service provided, provided that you do not use the Content in any manner that violates these Terms, and you do not delete or modify any copyright or other proprietary notices. Any copying, reproduction, republication, uploading, posting, sharing, distribution, transmission, or modification of the Content, whether in electronic or hard copy form, is strictly prohibited. You agree not to assert any ownership interest in any part of the Content as a result of the rights granted under these Terms. You may not frame any Content or any trademark, logo or other proprietary information on the Site without our express written consent. You may not use our name or trademarks in any meta-tags or other hidden text without our express written consent. You may not link to the Site without our express written consent.

1. **2 User Content.** Notwithstanding the foregoing, you retain your rights to any Content you submit, in any form or medium, you post or display on or through the Services including but not limited to reviews, Identity Alerts, reports, images, comments, data sets, text, or any other material or information posted or uploaded by you onto the Services. ("User Content"). Carrier Index does not receive any rights to the User Content except for the limited rights that enable Carrier Index to offer its Services, or the rights Carrier Index has in the Feedback, Resultant Data, or Survey Data. You hereby give Carrier Index permission to do these activities, and this permission extends to our affiliates and trusted third parties with which Carrier Index works. For purposes of these terms:

"Feedback" means any, in any form or medium, information, material, concept, idea, subject matter, invention, improvement, discovery, method, development, works, derivative, enhancement, modification, or similar of Carrier Index's software received, derived, created, made, conceived, or reduced to practice, directly or indirectly, from your use thereof;

"Resultant Data" means data and information related to your use and access of the Services, including but not limited to publicly available information, non-publicly available information Carrier Index has permissible access to, and anonymized User Content, including but not limited to Survey Data and Feedback, used by or generated by Carrier Index in an aggregate and anonymized manner, including, without limitation, to improve or modify the Services, as well as to compile statistical and performance information related to the provision and operation of the Services; and

"Survey Data" means Carrier Index's permissible use or collection of your responses or submissions to surveys, interviews, questionnaires, and any information provided by you related to such responses or submissions of you, any third party that is related to or in connection therewith, including but not limited to those third party's participating in, answering, or contributing to any answer therefrom.

User Content includes any reports you provide on our Services, whether through our Site or any third-party service provider. You may also have access to other End User's Content if they submit reports to be viewed on the Site or otherwise through the Services. As part of the

process of creating a report, you will be required to supply current contact and other information concerning yourself and the subject of the report in form and substance to be determined from time to time by us. We reserve the right, but do not undertake any duty, to refuse to post, or to remove, any report/response from time to time for any reason or no reason, but no posted report/response will be removed unless the accompanying response/report is also removed.

Carrier Index offers these opportunities as a conduit through which End Users of the Site may exchange information, and through which the subjects of the reports posted on the Site may respond to the reports. Any User Content you submit for posting onto the Services is deemed non-confidential and Carrier Index shall have no obligation of any kind with respect to such User Content. You are solely and exclusively responsible for any User Content you post, and all the consequences of posting it.

Carrier Index does not make, adopt, confirm, endorse or ratify in any way any statements, representations or information contained in any such User Content posted by you or other End Users, nor does Carrier Index recommend, join in, endorse or sponsor any positions taken by, activities, products, services, policies or practices of, any person or entity who posts or causes to be posted to the Services such User Content. The person or entity who submits for posting on the Services any User Content is solely and exclusively responsible for such User Content, and we assume or undertake no duty to screen or review any User Content, or to confirm the truth, accuracy, reliability or completeness of any User Content, or to investigate or determine whether any of the same is truthful, reliable, accurate, or complete, or whether any of the same violates or infringes any right of any person or entity, including (without limitation) privacy or publicity rights, rights to reputational integrity or against defamation, copyrights, trademark rights, patent rights, trade secret rights, contract rights, confidentiality rights, exclusivity rights, and fair competition rights, nor do we assume or undertake any duty whatsoever to revise, edit, remove or modify any User Content.

1. **3 Additional Content / User Content Terms:** Carrier Index reserves the right, but does not undertake any obligation or duty, to refuse to post or to remove any Content or User Content, at any time, at our sole discretion, including without limitation any Content or User Content which violates these Terms, is otherwise objectionable, or for any other reason we deem appropriate.

As to any User Content or information you submit or otherwise provide to us by any means for posting on the Services, you grant us an exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, publish, distribute, display, reproduce, modify, perform, preserve and create derivative works of all such User Content or information in any media now known or hereafter developed, and to sublicense and permit and authorize others to do any or all of the same on terms and conditions acceptable, in our sole discretion to us, any or all of which rights we may assign, in whole or in part, to others, without notice to or consent from you.

You further agree that we may disclose User Content (a) as required by a court or government agency; (b) to enforce these Terms; (c) to respond to any claim that any Content or User Content violates the rights of any third party; or (d) to protect our rights. Further, if Carrier Index

or any of its representatives is requested by a third party to disclose your User Content, including but not limited to request for disclosure of your name and contact information, Carrier Index shall (a) promptly, and prior to such disclosure, notify you in writing of such request, and (b) be permitted to disclose such information, whether or not confidential or containing personal information, to the third-party requester if Carrier Index, in its reasonable discretion, believes withholding such information from the third-party requester could have any negative effect on Carrier Index, including but not limited to any Carrier Index liability, actual or threatened losses, claims, costs or expenses incurred in attempting to withhold such information, or otherwise. Any personal information you include in your User Content you submit for posting on the Services may be collected and/or used by third parties. We take reasonable steps to protect your personal information in accordance with our Privacy Policy but we are not responsible for the security of any personal information you submit for posting onto the Services.

IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE ALL CONTENT AND USER CONTENT PROVIDED ON THE SITE OR THROUGH THE SERVICES FOR ACCURACY, COMPLETENESS AND USEFULNESS, YOU, AND NOT US, BEAR ALL LIABILITY AND RESPONSIBILITY FOR ANY REPORT OR INFORMATION YOU SUBMIT FOR POSTING ONTO THE SERVICES.

1. **4 Disclaimer:** Any User Content or information you submit for posting onto or through the Services, and your use or reliance on any Content, including without limitation, User Content posted by other End Users, is done entirely and strictly at your own risk. In using the Services and any and all of the Content provided on it, you acknowledge that there are certain risks, including, but not limited to, the risk that the information or material may be false, misleading, inaccurate or unreliable, or that persons may be misrepresenting their true identities, affiliations, positions or purposes. We assume or undertake no duty to investigate or confirm the truth, accuracy, reliability or completeness of any Content, including User Content, or to investigate or determine whether any of the same is truthful, reliable, accurate, or complete, or whether any of the same violates or infringes any right of any person or entity, including (without limitation) privacy or publicity rights, rights to reputational integrity/against defamation, copyrights, trademark rights, patent rights, trade secret rights, contract rights, confidentiality rights, exclusivity rights, and fair competition rights, nor do we assume or undertake any duty whatsoever to revise, edit, remove or modify any Content or User Content.

We shall have no liability in any way for any Content or User Content, including but not limited to any errors or omissions, or any loss or damage of any kind you may incur as a result of use of any Content or User Content, or any business, legal, employment, trading, investment, purchase or any other decision you or others may make or action you or others may take or not take based on any Content on the Services. It is a good practice not to assume that any Content or other User Content is true or accurate, including information regarding a user's identity or affiliation, and not to rely on such information when making decisions. We have no duty or policy to update any information or statements, and any Content or User Content accessed on or through the Services should not be relied upon as being accurate or current as of the date it is accessed. You acknowledge that Content and User Content may include technical inaccuracies

or typographical errors. All Content and User Content provided on or through the Services are furnished for informational and convenience purposes only, and do not constitute and should not be construed as a suggestion, direction, offer or invitation to enter or not enter, or to continue or discontinue, any business relationship with any person or entity.

Our Services may, from time to time, include Content regarding or discussing various legal and regulatory aspects of the transportation and/or transportation intermediary industries or businesses. Such information does not constitute and is not intended as legal advice, nor do we hold out the Services or ourselves as a source of legal advice or counsel. We are not, nor do we hold ourselves out as licensed or qualified to practice law in any state. As any legal advice must be tailored to the specific circumstances of each case, be given by a licensed and qualified lawyer, and laws and regulations are constantly changing, you should not rely on any Content, User Content, other information available on the Services in making decisions concerning any legal matter or issue, nor should any such Content, User Content, or other information be used as a substitute for the advice of duly-licensed and qualified counsel.

Our Services may, from time to time, include Content, User Content, or other information regarding or discussing various participants in the transportation and transportation intermediary business. You bear responsibility for your own business research and decisions concerning such participants. You acknowledge that sharing certain kinds of information among your competitors may violate federal or state antitrust laws. You also agree that we will not be liable for any business decision made or action taken by you or others, alone or in concert, based upon reliance on any Content, User Content, or other information on the Services.

We make no claims or representations as to the accuracy, completeness, or truth of any Content, User Content, or other material contained on our Services, and any use you make of it is entirely at your own risk.

1. **5 Identity Alerts:** There may be certain sets of information on our Services about trucking companies or carriers that End Users or Customer's may use (each an "Identity Alert"). Each Identity Alert is either something Carrier Index pulls from third party sources and uploads onto the Services, which shall constitute Content. All other Identity Alerts are provided by End Users of the Services and shall constitute User Content as used and defined in these Terms. All Identity Alerts posted by you uploaded onto or through the Services must fit within one of the Identity Alert Categories as outlined below. Carrier Index may, at its sole and absolute discretion, take down, hide or permanently delete any Identity Alert which it deems does not fit within one of these categories or violates these Terms, or the third party terms and conditions of service, as applicable.
2. **6 Identity Alert Categories:**

End User Identity Alerts

- Double Brokering: a post that a carrier booked a load and then brokered it again to a different carrier without the shipper or broker's knowledge

- Identity Theft: a post that a carrier's identity was used by another person or another company without the carrier's permission
- Hostage Load: a post that a carrier refused to release freight upon demand or otherwise exerted unauthorized control over freight
- Stolen Assets: a post that a carrier stole equipment, such as a power unit or trailer, from a broker or shipper
- Trailer Misuse: a post that a carrier misused a trailer by overloading it, or using it for purposes other than what it was intended for
- Back Solicitation: a post that a carrier used information obtained from a broker to solicit the business of the broker's customer directly
- Unresolved Claims: a post that a carrier failed to resolve a legitimate, documented claim filed by a broker or shipper

Carrier Index Identity Alerts

- Flagged Factor: a post that a carrier utilizes a factoring company that has been reported by multiple brokers for servicing carriers that have been reported to engage in double-brokering activities
- Flagged Address: a post that a carrier is utilizing an address that has numerous entities reported for double-brokering utilizing such address.
- Identity Theft: a post a carrier has reported to Carrier Index that its identity was used by another person or entity without the carrier's permission.
- Bankruptcy Filing: a post that a carrier filed for Chapter 11 Bankruptcy.

FOR THE AVOIDANCE OF DOUBT, ALL CONTENT AND USER CONTENT, IN ANY FORM OR MEDIUM, IS PROVIDED FOR END USER CONVENIENCE ONLY AND SHALL NOT BE CONSTRUED AS ANY LEGAL OR OTHER PROFESSIONAL ADVICE, ACCURATE, VERIFIED, OR OTHERWISE WITHOUT ERROR.

6. Payment for Services

While we offer portions of the Services for free, we do charge for certain features of the Services, including, without limitation, allowing you to store and transfer data through our database for internal business purposes through the Site. End Users of our Services may have limited access to certain aspects of our Services that are subject to separate terms or a Customer's executed SaaS Agreement with Carrier Index, in which case your use of the Services will be subject to Customer's payment for Services under such agreement. Any payments paid by you are final and non-refundable. Carrier Index, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

For payments due by you, Carrier Index will charge, and you authorize Carrier Index to charge, you for Services through a monthly automatic reoccurring credit card payment, or through a monthly or bi-annual invoice due within fifteen (15) days of receipt of such invoice, whichever payment terms are selected at checkout. Carrier Index may seek pre-authorization of your credit

card account prior to your purchase to verify that the credit card is valid and has credit available for your intended purchase through a Carrier Index third party payment processor of Carrier Index's choosing. If you choose to process payment for our Services through reoccurring invoices, you may opt to pay for those Services by providing a check. Other payment terms herein apply.

Carrier Index reserves the right to establish, remove, and/or revise prices, fees, taxes, and/or surcharges for any or all services or goods obtained through the use of the Services at any time. Regardless of the cause, Carrier Index reserves the right to charge the final price after checkout, including without limitation all applicable transaction taxes.

7. License Restrictions – What You Cannot Do

You shall not:

- use the Services in any way to monitor or evaluate the availability, performance or functionality of the Services for any competitive purpose, or perform or assist any other party to perform any benchmarking on the Services;
- use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- copy any portion of the Services, except as expressly permitted by this license;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services, including any copy thereof;
- rent, lease, lend, sell, sublicense otherwise make available the Services, or any features or functionality of the Services, to any third party for any commercial reason, including by making the Site available on a network where it is capable of being accessed by non-approved devices or logins at any time;
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services;
- directly or indirectly take any action that imposes or may impose (as determined by Carrier Index in its sole discretion) an unreasonable or disproportionately large load on Carrier Index or its third-party providers' infrastructure; interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; run Maillist, Listserv, or any form of auto-responder or "spam" on the Services; or use manual or automated software, devices, or other processes to scrape any page of the Services; or
- create a false identity on the Services, misrepresent your identity, impersonate any person, create a profile for anyone other than you, or use or attempt to use another End User's Account;
- submit for posting any:

- material protected by copyright, unless you are the copyright owner or licensee, or otherwise have express permission of the owner or an authorized licensee to do so;
- illegal, false, inaccurate, incomplete, dated, fraudulent or misleading information or material;
- report or response in bad faith, or for the purpose of gaining an advantage or leverage in a business dispute with the subject of the report;
- information that violates or infringes the rights of or your duties toward any third party, including, without limitation, privacy or publicity rights, rights to reputational integrity/against defamation, copyrights, trademark rights, patent rights or any other intellectual property rights, trade secret rights, contract rights, nondisclosure and confidentiality rights, exclusivity rights, and fair competition rights;
- information, or use or share any information posted on or through the Services (alone or in concert with others) in any manner, that violates any federal, state or local laws concerning combinations, restraints of trade, fair competition, fair trade practices, and false advertising;
- material that is defamatory, harassing, threatening, insulting, hateful, or abusive to any other person or entity, including without limitation, any other End User or the subject of any report;
- obscene or sexually oriented or explicit material; or
- material that in any form would constitute spam.

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If for any reason, Carrier Index determines that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

8. Ownership of Intellectual Property

You acknowledge and agree that the Services, including the Site, are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services, including the accessible data, under these Terms, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. Carrier Index, and its licensors and third-party service providers, reserve and shall retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms. You further acknowledge and agree that Carrier Index retains all right, title, and interest in any Feedback you provide, and all Resultant Data and Survey Data provided by you or obtained through your use of the Services.

You further acknowledge and agree that all right, title, and interest in and to all materials and information, in any form or medium, including any open-source software, or other software, third-party links, third-party websites, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Carrier Index, including any services provided by Carrier Index's third-party service providers, [Load Lock features, and including but not limited to the Carrier Index for Outlook product, a Microsoft Outlook add-in] (collectively "Third-Party Materials") are, and shall remain, with the applicable third-party service provider providing the Third-Party Materials incorporated into or offered as part of or an addition to the Services.

[For purposes of these Terms, the Carrier Index for Outlook product means a Microsoft add-in that audits the From and To email addresses of emails opened in the Microsoft Outlook software application so that the End User can be warned of look-alike domains, dispatch services, and unverified identities. Use of any of the Carrier Index for Outlook offerings is at your own risk and subject to Microsoft product terms and conditions. Use of the Carrier Index Services does not include any purchase of or grant to any access to Microsoft products or subscriptions. Utilizing the Carrier Index for Outlook feature requires, at minimum, that you have a separate subscription or other service that allows you to utilize Outlook, and without such access, the Carrier Index for Outlook feature will not be available to you. For purposes of these Terms, Load Lock is a feature that securely delivers or audits the recipients of correspondence with carriers to warn users of suspicious activity.] Carrier Index may remove or add any Third-Party Materials from its Services at any time without notice, at Carrier Index's sole and absolute discretion.

Copyright Rights and Takedown Procedures

If you believe any Content or User Content infringes any person's copyright interest, please provide Carrier Index the following information, in writing and signed by you, addressed to the Carrier Index Copyright Agent at [Your Email Address]:

- the material of Content or User Content which you believe is infringing or being infringed upon;
- a description of the allegedly infringing Content or User Content;
- any applicable assertions that you either own such copyright interest in such Content or User Content, that you are the authorized agent of such copyright owner's interest, or who you believe is the applicable copyright interest owner;
- your address, telephone number, and e-mail address;
- a statement that all information you have provided us is accurate and that you have a good-faith belief that the use of the disputed copyrighted Content or User Content is not authorized by the copyright owner, its agent, or by law.

9. Collection and Use of Your Information

You acknowledge that when you use the Site, Carrier Index uses automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Services. You also may be required to provide certain information about yourself as a

condition to using the Services or certain features or functionalities. All information we collect through or in connection with these Terms is subject to the Carrier Index Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Carrier Index Privacy Policy.

10. Geographic Restrictions

The Content and Services are based in the United States and provided for access and use only by persons located in the United States and Canada. You acknowledge that you may not be able to access all or some of the Services outside of the United States and Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States or Canada, you are responsible for compliance with local laws.

11. Updates to the Service

Carrier Index may from time to time in its sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features for the Site (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Carrier Index has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree that all Updates will be deemed part of the Site and be subject to all terms and conditions of these Terms.

12. Third-Party Materials.

The Services may display, include, or make available Third-Party Materials. You acknowledge and agree that Carrier Index is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Carrier Index does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

13. Term and Termination

The term of these Terms commences when you acknowledge your acceptance and will continue in effect until terminated by you or Carrier Index as set forth in this Section. You may cancel your Account at any time through your Account settings. We may suspend or cancel your Account without notice to you if you violate these Terms, you violate our Privacy Policy, you fail to pay us in accordance with these Terms, you create risk or possible legal exposure for us, your Account should be removed due to unlawful conduct, our SaaS Agreement is terminated or expires that grants you access to our Services, or our provision of the Services to you is no longer commercially viable. Upon termination of your Account, your license to use Carrier Index's Services terminates.

14. Disclaimer of Warranties

THE SERVICES, AND ALL CONTENT AND USER CONTENT, ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND DEFECTS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CARRIER INDEX, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND ALL CONTENT AND USER CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CARRIER INDEX PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES, THE APP, THE CONTENT, AND THE USER CONTENT, WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, TIMELY PROVIDED, SECURE, OF ANY PARTICULAR QUALITY, MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THIS DISCLAIMER RELATED TO CONTENT INCLUDES BUT IS NOT LIMITED TO ANY INSURANCE INFORMATION, IDENTITY ALERTS, OR ANY OTHER POSTS AVAILABLE THROUGH THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. Limitation of Liability

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED, IN NO EVENT SHALL CARRIER INDEX, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD-PARTY SERVICE PROVIDERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES, THE CONTENT, OR THE USER CONTENT, (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, ERRORS, OMISSIONS, INACCURACIES, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) PROPER USE OR IMPROPER USE OF INFORMATION BY DESIGNEE OR ANY OTHER INDIVIDUAL WHO MAY OR MAY NOT HAVE AUTHORITY TO ACCESS THE USER ACCOUNT WITH OR WITHOUT USERS KNOWLEDGE (IV) OR FOR ANY DIRECT DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR ONE HUNDRED U.S. DOLLARS (\$100.00), WHICHEVER IS LESS. SOME STATES OR COUNTRIES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, CARRIER INDEX'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16. Indemnification

You agree to indemnify, defend, and hold harmless Carrier Index and its officers, directors, employees, agents, third party service providers, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, costs of investigation and any settlement, arising from or relating to (i) you or your customer's, representative's, employee's, or contractor's use or misuse of the Services, any use of or access to Content or User Content, including, without limitation, any allegations of improper or unlawful use, reliance on, or sharing of any information posted onto the Services, by you or in concert with others; (ii) breach of these Terms or any terms governing your use of Third-Party Materials, (iii) you or your designees actions pertaining to the use of information stored or on your End User Account, (iv) your submission of any post of User Content or response thereto; or (v) any allegation that anything submitted under your Account is untrue, inaccurate, false, misleading, malicious, tortious, unlawful, or otherwise violates or infringes the rights of any third party, including the subject of any User Content.

Your obligation to indemnify, defend, and hold harmless Carrier Index and the other indemnified persons mentioned above will arise as and when we or they incur any penalties, costs, expenses, losses, damages or fees which you are obliged to pay hereunder. You shall be liable to pay such obligations at the time(s) when they are incurred, regardless of whether, when, or if we or any indemnified person are or are not found or determined to be liable to any third party claiming injury. You agree to pay the full amount of such liabilities, losses, damages, fees, penalties, costs, and expenses, without condition, recoupment or set-off of any kind, upon written demand from time to time by any person entitled to indemnity hereunder. Carrier Index and any persons to be indemnified hereunder may compromise and/or settle the underlying claim or demand on terms and conditions acceptable to Carrier Index and the applicable indemnified party, and may choose our or their, as applicable, own counsel without extinguishing, reducing or affecting your indemnity obligations hereunder. Further, your indemnity obligations hereunder shall survive termination or expiration of these Terms for any reason.

17. Severability

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

18. Escalation Procedures, Governing Law, and Jurisdiction.

You hereby acknowledge that you and Carrier Index shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof

(each, a "Dispute"), under the provisions of this Section. Upon any Dispute, you and Carrier Index each agree to send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including without limitation, not fewer than three (3) negotiation sessions. In the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("Escalation to Executive Team Notice"), refer such Dispute to the Executive Team, the personnel of which shall be determined by each party for their own executive representative.

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Team Notice shall send such notices in compliance with the applicable Services Agreement, Order Form or other documentation notice provisions, or to the applicable emails determined by each party. If the Executive Team cannot resolve any Dispute during the time period ending sixty (60) days after the date of the Escalation to Executive Team Notice (the last day of such time period, the "**Escalation to Legal Action Date**"), either Party may initiate additional legal actions in accordance with the following paragraph.

These Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms and our Privacy Policy shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Dallas County. You waive any and all objections to the exercise of jurisdiction over you by such courts and the venue in such courts.

19. Entire Agreement.

These Terms, our Privacy Policy, and any statements or rules on the Services on your date of access constitute the entire agreement between you and Highway with respect to the Site and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Site.

20. Waiver.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other agreement, these Terms shall govern.

21. Contact. If you have any questions regarding these Terms, please contact us at contact@carrierindex.com.

