



Lift Link® / Lift Link Lite™ Terms of Use

These Lift Link / Lift Link Lite Terms of Use ("Terms") set forth the terms and conditions under which Logisnext Americas Inc. ("Logisnext") will provide You with devices, applications, and related hardware, software, hosting and services for telematics, data, and location services branded under the name Lift Link® or Lift Link Lite™ (the "Services"). "You" or "Your" as used in these Terms refers to you, or your company, firm or entity, your officers, directors, shareholders, and employees.

1. AGREEMENT TO TERMS AND GRANT OF LICENSE

When you click "I Accept" or when You access or use the Services, You agree that you accept these Terms and are indicating that You have read, understand, and agree to be bound by these Terms. Logisnext hereby grants You a limited, non-exclusive, non-transferable, non-sublicensable, right to access and use the Services, solely for Your own use in conjunction with material handling equipment ("Equipment") and subject to these Terms. All rights not expressly granted to You are reserved by Logisnext and its licensors.

2. YOUR USE OF THE SERVICES

Services are only available with an active subscription and through a Logisnext authorized telematics device ("Device"). You agree to use the Services solely in conjunction with the operation of Your business. You control access to and the management of Your Content (as defined in Section 3 below) through Your account, but You understand and agree that all of Your Content may be accessed by Logisnext and our vendors, including our authorized dealer network. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING ANY NECESSARY CONSENTS TO USE THE SERVICES, INCLUDING CONSENT TO THE USE OF GEOLOCATION, AS WELL AS COMPLIANCE WITH ANY COLLECTIVE BARGAINING AGREEMENTS.

You acknowledge and understand that You are solely responsible for the use of and the results obtained from the Services. You will only use the Services when it is safe to do so and will comply with any and all applicable laws regarding Your use of the Services, including laws related to data privacy, international communications and the transmission of technical or personal data, and applicable international export rules and regulations, laws and treaties governing Your use of the Services. If others use the Services through Your user account or the Equipment, You will ensure that they only use the Services when it is safe to do so, and in compliance with applicable law and these Terms. If You sell or transfer the Equipment or Device, You will promptly notify Logisnext in writing for Lift Link: liftlinksupport@logisnextamericas.com; for Lift Link Lite: llsupport@logisnextamericas.com

You will not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party; (b) modify or make derivative works based upon the Services; (c) "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (d) reverse engineer or access the Services in order to (i) build or offer a competitive product or service, (ii) build or offer a product or service using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services; or (e) use the Services for (i) any illegal purpose, or (ii) unauthorized access or distribution of any software, data, or material protected by copyright, patent, or trade secret.

You will not (a) intentionally or negligently interfere with or disrupt the integrity or performance of the Services; (b) attempt to gain unauthorized access to the Services; or (c) intentionally or negligently send or store software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs intended to interfere with the Services or other users of the Services. Logisnext makes no representation or warranty, and is

not responsible, for any data breach, loss of Your? Content, Services disruption, or security incident arising from or related to Your or any third-party applications, software or network.

You agree not to input any sensitive personal information, including but not limited to any personally identifiable health information. You agree that the Services are not intended for use in the storage, processing, or handling of data that is (a) Protected Health Information subject to the Health Insurance Portability and Accountability Act, as amended (“HIPAA”); (b) Sensitive Personal Data; or (c) the following data elements (i) Social Security number; (ii) driver’s license number or government-issued identification card number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account. “Protected Health Information” has the meaning set forth in HIPAA, and “Sensitive Personal Data” has the meaning set forth in Article 9 of the European Union General Data Protection Regulation or other applicable data protection legislation.

3. YOUR INFORMATION

Logisnext does not own any data, information, or material that is submitted to the Service by You (“Your Content”). You retain all right, title, and interest (including, where appropriate, copyright and other proprietary or intellectual property rights) in Your Content, and Logisnext explicitly disclaims any ownership of, or right, title, and interest in Your Content.

As between Logisnext and You, You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of, or right to use, Your Content. In addition, You acknowledge and agree that Logisnext may collect and analyze Your Content and other information about Your usage of the Services and may (a) use Your Content to (i) provide and provide support for the Services, the Equipment, (ii) enhance the quality, safety and Security of the Equipment, the Services and other Logisnext products, (iii) developing new offerings of products and services, (iv) make suggestions and offer new products and services to You, (v) marketing Logisnext products and related services, and (vi) confirming Your compliance with these Terms; and (b) share such Content with third parties, including Logisnext’s authorized dealer network, for these and related purposes. You acknowledge that Logisnext may utilize and share Your Content with artificial intelligence, large language models, or other onboarding automation software for these purposes. Logisnext may also use Your Content for other development purposes including industry-wide benchmarking; provided, however, that Your Content used for benchmarking will be aggregated and anonymized and Logisnext will not disclose any personally identifiable information provided by You. For the avoidance of doubt, you specifically acknowledge and understanding that Logisnext may be collecting and sharing Your Content related to the Equipment and its use, including but not limited to location, hours of use, service history and status, owner, operator, accident, product identification, and other information related to the use, utilization, systems, and condition of the Equipment. Your Content may also be combined, utilized, and shared with other Equipment, product, warranty and sales information in Logisnext’s possession.

4. PERFORMANCE

You understand that normal maintenance and backup procedures will cause temporary downtime during which the Services cannot be used. It is possible that there will be interruptions of the Services during non-scheduled maintenance. Logisnext will make commercially reasonable efforts to address errors and omissions in the Services and to ensure the Services are performing in a manner materially in compliance with these Terms.

Your access to the Services is through the internet, and You understand that Your ability to use the Services is dependent on the global telecommunications infrastructure, including Wi-Fi, cellular communication, and GPS, and the reliability and performance of the Services may be negatively affected and/or lost as a result thereof. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Logisnext is not responsible for any delays, delivery failures, or other damage resulting from any problems arising from or related to such global telecommunications infrastructure or the actions or inactions of any Communications Supplier (as defined in Section 6 below).

You acknowledge that the Services may be limited and performance may be adversely affected by installation and use on any third-party equipment or equipment sold under any brand other than Mitsubishi®, CAT®, Jungheinrich, and UniCarriers®, and Logisnext makes no warranties of any kind with regard to the performance and availability of the Services in connection with use on such third-party equipment. It is Your responsibility to ensure that any devices and hardware provided by Logisnext have been properly installed on any third-party equipment in accordance with the third-party manufacturer's approval and instructions and applicable law.

The Services may interoperate with various third-party platforms ("Third-Party Platforms"). You acknowledge that such integration features may be unavailable or may not work properly if the Third-Party Platform (or its application programming interface "API") is unavailable or if the service provider modifies its API or services in a way that impacts the Logisnext integration feature. Continued interoperation of the Services with any Third-Party Platform is dependent upon the availability of each platform and the Services may be limited, suspended, or unavailable if access to any Third-Party Platform is not available to Logisnext.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

LOGISNEXT WARRANTS THAT THE DEVICES WILL BE FREE OF DEFECTS, EXCLUDING DEFECTS ARISING FROM NORMAL WEAR AND TEAR OR MISUSE, FOR THE WARRANTY PERIOD. "WARRANTY PERIOD" MEANS (A) FOR LIFT LINK LITE, THE SHORTER OF (I) ANY SUBSCRIPTION TERM OR RENEWAL TERM OR (II) TEN (10) YEARS FROM THE DATE OF PURCHASE OF SUCH DEVICE; AND (B) FOR LIFT LINK, TWELVE (12) MONTHS FROM THE DATE OF PURCHASE.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, LOGISNEXT MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE DEVICES AND SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND LOGISNEXT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. INTELLECTUAL PROPERTY AND COPYRIGHT

The Services, Equipment, and related software are the exclusive intellectual property of Logisnext and/or third parties. You agree that Logisnext retains exclusive rights thereto and that, except for and limited to the license to use set forth in Section 2 above, Logisnext is not transferring any right, title, or license in any intellectual property to You.

Title and copyrights in and to the Services, including any images, "applets," photographs, animations, video, audio, music, and text incorporated into or made a part of the Services, and all accompanying electronic materials, are owned by Logisnext or its licensors and are protected by the United States copyright laws and international treaty provisions. You are permitted to make copies of the user guide and installation instructions accompanying the Services solely for use as reference guides for authorized users using the Services pursuant to these Terms. All such copies shall contain the copyright and other proprietary notices of Logisnext. You are prohibited from any other copying of the printed materials accompanying the Services without the express written permission of Logisnext.

7. ACTIVATION, UPDATES, AND FEEDBACK

Services will generally be activated and available upon registration for Lift Link® Services and within 30 days of shipment of Your Device for Lift Link Lite™ Services. Logisnext makes regular updates, service upgrades, enhancements, and improvements (collectively, "Updates") to the Services from time to time but in no event will such changes materially reduce the functionality provided by the Services as of the date of the applicable order. Logisnext will communicate with You about planned Updates as may be necessary to ensure Your efficient use of the Services.

Logisnext may use any feedback or suggestion it receives from You with respect to the Services ("Feedback") for the purpose of optimizing, improving, enhancing, and/or creating derivative products. Logisnext shall have no

obligation to compensate You in connection with the use of such Feedback nor shall Logisnext identify You as the source of any such Feedback. All Feedback shall be owned by Logisnext and You shall and hereby do, assign all of Your right, title, and interest in and to such Feedback to Logisnext.

8. FEES AND PAYMENT TERMS

The fees payable for the Services (the "Fees") shall be stated in the applicable order and are non-refundable. Unless otherwise specified in the applicable order, You shall pay the Fees within thirty (30) days from the invoice date, without setoff or deductions and otherwise in accordance with the terms of the order.

If any invoiced amount is not received by Logisnext by the due date, Logisnext may charge interest on such amount at a rate of the lesser of one and a half percent (1.5%) per month or the highest rate permitted by applicable law, commencing on the date that payment was due.

The Fees are exclusive of federal, state, provincial, local and foreign taxes, duties, levies, withholdings and similar assessments (collectively, "Taxes") and You are responsible for the payment of all applicable Taxes, excluding Taxes on Logisnext's net income.

Logisnext reserves the right to modify the Fees for the Services related to an order, effective upon commencement of any renewal term, by notifying You of such change in writing at least sixty (60) days before the end of the then-current term.

9. TERM AND TERMINATION

The term of the Services shall be for the duration set forth in the applicable order for the Services and, unless terminated in accordance with this Section 9, will automatically renew for successive one (1) year renewal terms thereafter.

You may cancel Your Services at any time but will be responsible for any Fees paid, due, or payable under the remainder of any term or renewal term. Logisnext may cancel Your Services for any material breach of these Terms. Logisnext also reserves the right to suspend Your access to the Services and Your Content during any period that You are in material breach of these Terms, or Your access to and use of the Services or Your Content, in Logisnext's sole discretion, a material security vulnerability. Logisnext will reinstate Your access to the Services when the grounds for suspension have been cured.

Upon termination of Your access to or use of the Services for any reason, Logisnext will retain Your Content for up to sixty (60) days from the effective date of termination. If You wish to export Your Content following a termination, Logisnext will either, at its option, enable short-term access to the Services at a scheduled time so that You may export Your Content, or export Your Content using its standard export tools. Logisnext has no obligation to retain Your Data after the sixty (60) day period and may destroy Your Content any time thereafter.

10. CELLULAR COMMUNICATIONS, *if applicable.*

You agree with Logisnext and its communications suppliers (the "Communications Suppliers") being express third-party beneficiaries, as follows:

These Terms may be amended from time to time by Logisnext and the Communications Suppliers, as the case may be with respect to the communications services that form a part of the Services. Logisnext will inform You of any material changes to the terms and conditions of any Communications Supplier.

You agree to comply with any terms, rules or regulations promulgated by or applicable to the Communications Suppliers, with respect to the Services. Logisnext will use commercially reasonable efforts to distribute, from time to time, such terms, rules and regulations to You. Equipment used on wireless communications networks must be certified by the Communications Supplier. You agree to reasonably cooperate with Logisnext to obtain any updated or continuing certifications required, from time to time, by the Communications Supplier and applicable carrier.

11. CONFIDENTIALITY

You and Logisnext may disclose information to one another, and You may access information in connection with the Services, which is considered by the disclosing party to be proprietary or confidential information ("Confidential Information"). Confidential Information includes any information or data, in any form, including, but not limited to oral, written, graphic or electromagnetic forms, models, or samples, which the disclosing party identifies as confidential or which is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information or data against unrestricted disclosure or use, including business information, financial data, and marketing data. All Confidential Information shall remain the sole property of the disclosing party and its confidentiality shall be maintained and protected by the receiving party with a reasonable degree of care during the term of these Terms and for a period of three years following the expiration or termination of the Services and these Terms. The receiving party shall not use the Confidential Information of the other party except as necessary to fulfill its obligations under these Terms, nor shall it disclose such Confidential Information to any third party without the prior written consent of the disclosing party; provided, however, the receiving party may disclose the disclosing party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in these Terms, and receiving party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if receiving party had made such unauthorized disclosure itself.

The restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information: (a) after it has become generally available to the public without breach of these Terms by the receiving party; (b) is rightfully in the receiving party's unrestricted possession prior to disclosure to it by the disclosing party; (c) is independently developed by the receiving party; (d) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (e) is disclosed under operation of law. Further, in the event such disclosure is required of either party under judicial order or requirement of law, such party will promptly notify the disclosing party of such order or requirement.

You understand that Logisnext implementation and support personnel may need to access Your account to assist You in Your implementation, as well as to address support requests that may occur from time to time, but such access shall be on a need-to-know basis. You permit Logisnext implementation and support personnel to access Your account, including any Confidential Information, for these purposes. Logisnext and its partners, agree to hold in confidence and not reproduce, distribute, infringe on, transmit, or transfer, directly or indirectly, in any form, by any means, Confidential Information.

12. INDEMNIFICATION

You shall indemnify, defend and hold harmless Logisnext and its officers, directors, employees and agents (each a "Logisnext Indemnitee") against any and all losses, damages, costs, and expenses incurred by a Logisnext Indemnitee in any action between such Logisnext Indemnitee and any third party arising out of or in connection with Your use of the Services, violation of applicable law, or breach of these Terms, including but not limited to any claims relating to data privacy.

13. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12, EACH PARTY'S LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO THE ACTUAL, AWARDED DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY YOU UNDER THESE TERMS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE. IN NO EVENT WILL EITHER PARTY, THEIR RESPECTIVE LICENSORS, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (A) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 12); OR (B) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES,

INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. PERSONAL DATA PROTECTION CLAUSES

Each party is responsible for complying with all applicable local, state, provincial, federal, and international laws and regulations applicable to data protection, privacy, and personal information ("Data Privacy Laws"), related to the Services and these Terms. Logisnext shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access to, or publication of Your Content. Logisnext shall implement processes and maintain procedures designed to comply with Data Privacy Laws and shall facilitate Your compliance with Your obligations for data security and response to individual data subject requests with respect to Personal Information in Logisnext's possession or control, to the extent that You are required to comply with the following: (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR") and any applicable laws enacted by an EU member state implementing the requirements of GDPR; (ii) the Canadian Personal Information Protection and Electronic Documents Act; (iii) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and implementing regulations ("CCPA"); (iv) Texas Data Privacy and Security Act, Title 11, Chapter 541, Texas Business & Commerce Code, §§ 540.001 et seq. ("TDPSA"); (v) any other existing or newly enacted Data Privacy Laws regarding privacy; and (vi) any amendments and successors to the foregoing. These Terms are Your instructions for processing Your Content, and Logisnext shall not process Your Content for any other purpose. Logisnext may use subcontractors to facilitate its obligations under these Terms, and Logisnext shall use commercially reasonable measures to ensure that such subcontractors implement and comply with reasonable security measures in handling any Your Content.

If Logisnext processes Your Content on behalf of You for the provision of the Services, the parties acknowledge and agree that Logisnext is a "Service Provider" as defined in the CCPA, or a "Processor" as defined in the TDPSA, and Your Content may include personal information, as that term is defined by the CCPA and TDPSA ("Personal Information"). You represent and warrant that You have obtained all necessary consents as required by Data Privacy Laws to allow Logisnext to process Personal Information in accordance with these Terms. Logisnext does not sell Personal Information. When Logisnext processes Personal Information for or on Your behalf, Logisnext collects, retains, uses, and discloses such Personal Information solely for the permitted purposes described in these Terms, and for no other commercial purpose. Logisnext certifies that it understands and will comply with the restrictions set forth in this Section. For more information about CCPA and TDPSA, please see our Privacy Policy at www.logisnextamericas.com/en/logisnext/privacy-policy which is incorporated into these Terms as if set forth herein.

15. FORCE MAJEURE

No party shall be considered in breach of these Terms if prevented from performing due to a Force Majeure event, provided that it immediately notifies the other party of such event. If any period of Force Majeure preventing performance of Services continues for more than thirty (30) days, either party may terminate the effected order for Services by giving five (5) days written notice to the other party, in which case, Logisnext shall be paid for all Services provided and/or performed prior to the date of termination. "Force Majeure" means any act or event that renders it wholly or partially impossible for the affected party to perform its obligations under these Terms or delays such affected party's ability to do so, when such act or event (a) is beyond the reasonable control of the affected party, (b) is not due to the fault or negligence of the affected party, and (c) could not have been avoided by the affected party by the exercise of reasonable diligence (which may include, but is not limited to, acts of God, war, terrorist threats or acts, riots, or other civil unrest, changes in government regulations, actions, embargoes, or blockades in effect, strikes, labor stoppages, or other industrial disturbances.)

16. INDEPENDENT CONTRACTORS

The relationship between You and Logisnext is that of independent contractor, and no agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship is intended or created by Logisnext's provision of the Devices and Services or otherwise by these Terms.

17. NOTICES

Except as explicitly stated otherwise, to be effective any notice to Logisnext shall be given in writing to the following:

Logisnext Americas Inc.
2121 W. Sam Houston Parkway N.
Houston, TX 77043
Attn: Legal Department

Any notice to You will be given to the address You provide to Logisnext during the registration and provisioning process. Either party may update its address by proper notice to the other party in the same manner as provided herein. Notice shall be deemed given twenty-four (24) hours after the notice is sent, unless the method of communication is email and the sending party is notified that the electronic mail address is invalid. Alternatively, either party may give notice by certified mail, postage prepaid and return receipt requested, to the address provided to the other party during the registration and provisioning process. In such case, notice shall be deemed given three (3) days after the date of mailing.

18. GOVERNING LAW; DISPUTES; EXPORT COMPLIANCE

The Services, these Terms and all orders shall be governed, construed and interpreted in accordance with the laws of the State of Texas, which shall apply without regard to any choice of law or conflict of law provisions which would direct the application of the laws of another jurisdiction. Further, the Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from these Terms and shall not be applied to any order hereunder. ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH, EXCLUDING ANY MATTERS ARISING FROM SECTION 12 OF THESE TERMS, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES. YOU EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

The Services may be subject to export laws and regulations of the United States and other jurisdictions. You may not permit users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation, or in a manner that causes Logisnext to be in violation of U.S. export laws, even if the use is permitted under the laws applicable to You or Your user or customer. Each party represents that it is not on any restricted persons list maintained by the U.S., Canada, or any member of the European Union.

19. ENTIRE AGREEMENT; SEVERABILITY AND SURVIVAL

These Terms, together with the order(s) and applicable Addenda comprises the entire agreement between You and Logisnext with respect to the Devices and Services and supersedes all prior agreements between the parties regarding the subject matter of these Terms. In the event of a conflict between these Terms and any order, the terms and set forth in these Terms govern. You acknowledge that any pre-printed terms and conditions on or attached to Your purchase orders will be of no force or effect. If one or more of the paragraphs in these Terms are found to be unenforceable or invalid, the remaining paragraphs shall remain in effect.

The following sections shall survive expiration or termination of the Services and these Terms: Section 3 (Your Information); Section 8 (Fees; Payment Terms); Section 9 (Term and Termination); Section 11 (Confidentiality); Section 12 (Indemnification); Section 13 (Limitation of Liability); Section 18 (Governing Law; Export Compliance); and any other terms that by their nature are intended to survive expiration or termination.

20. ASSIGNMENT

The Services may not be assigned by a party without the prior written consent of the other party unless such assignment is to a parent or subsidiary, or a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of You that results or would result in a direct competitor of Logisnext directly or indirectly owning or controlling fifty percent (50%) or more of You shall entitle Logisnext to terminate the Services for cause immediately upon written notice.

21. PUBLICITY

You agree that Logisnext may include identification of You as a customer on Logisnext's website, provided that such identification is no more prominent than the identification of Logisnext's other customers and is otherwise consistent with Logisnext's practice of identifying its customers on its website at the time. Except as otherwise provided herein, each party agrees to submit to the other party all press releases and other publicity matters or materials relating to the Services, or mentioning or implying the trade names, logos, trademarks or service marks of the other party, and each party further agrees not to publish or use such press releases or publicity matters or materials, without the other party's prior written consent except to the extent that a party determines that a disclosure is required by applicable law.

22. AUTHORITY; AMENDMENT

If these Terms are being accepted by any individual for You, then You represent, warrant and attest that such individual has the authority to execute these Terms on Your behalf. Logisnext may amend these Terms from time to time by written notice to You, including but not limited to posting such amended Terms on any applicable portal for Lift Link or Lift Link Lite Services.