Logista Response - Terms of Service

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> **Please read first.** These Terms of Service ("**Terms**") are a binding contract between you and **Preston Solutions & Support, LLC** ("**PSS**," "**we**," "**us**," "**our**"), a Texas limited liability company, and they govern your access to and use of **Logista Response** - our multi-tenant emergency-response and asset/consumable inventory management software-as-a-service platform, including the web app, mobile apps, APIs, integrations, and marketing website (collectively, the "**Service**" or "**Sites**"). When an organization (a "**Customer**") subscribes to the Service to run its own emergency-response and inventory operations, that Customer - not PSS - decides how the data its people and partners enter into the Service is used. For that data, PSS acts as a **Processor (Service Provider)** on the Customer's behalf, and the Customer's own privacy policy and our **Data Processing Addendum (DPA)** govern it. **If your organization has signed a Master Subscription Agreement, Order Form, or DPA with us, that signed agreement controls over these Terms to the extent of any conflict.** Sections that limit our liability, disclaim warranties, and require **individual arbitration with a class-action waiver** are written in **bold/caps** and affect your legal rights - please read them carefully.

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1. Definitions

Capitalized terms have the meanings below. Terms defined in a signed Master Subscription Agreement, Order Form, or DPA control over these definitions where they conflict.

Term	Meaning
Authorized User	An individual that a Customer permits to access and use the Service under the Customer's account (for example, the Customer's employees, agents, contractors, or partners), assigned a role such as Admin, Lead, Member, or Viewer.

Term	Meaning
AUP	The Logista Response **Acceptable Use Policy**, as updated from time to time, incorporated into these Terms by reference.
Customer	The organization (tenant) that subscribes to or otherwise registers for the Service to run its own emergency-response and inventory operations.
Customer Content (also "**Customer Data**")	All data, files, records, text, and other content that a Customer or its Authorized Users, agents, or partners submit to, store in, or generate through the Service - including inventory, asset, consumable, tracking, grant, purchase-order, location, and personnel records.
Documentation	The user guides, technical documentation, and usage policies for the Service that PSS generally makes available, as updated from time to time.
DPA	The Logista Response **Data Processing Addendum** governing PSS's processing of personal data within Customer Content on the Customer's behalf.
End User	Any individual who accesses or uses the Service, including Authorized Users and website visitors.
MSA	A **Master Subscription Agreement** (also called a Master SaaS Services Agreement or Master Service Agreement) signed between PSS and a Customer.
Order Form	An ordering document (including online checkout or a written quote/order) signed or accepted by a Customer that specifies the

Term	Meaning
	subscriptions, quantities, fees, and term.
Privacy Policy	The Logista Response Privacy Policy, available on the Sites.
Service / **Sites**	The Logista Response platform and all related web apps, mobile apps, APIs, integrations, Documentation, and the marketing website.
SLA	A service-level agreement, if any, attached to or referenced in an MSA or Order Form.
you / **your**	The End User accepting these Terms and, where that person acts for an organization, the Customer that person represents.

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2. Acceptance of these Terms

By clicking "I agree" (or a similar control), by signing an Order Form that references these Terms, by registering for an account, or by accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and all documents incorporated by reference. **Your continued use of the Service following any update to these Terms constitutes acceptance of the updated Terms.** If you do not agree, you must not access or use the Service.

These Terms apply principally to: (a) website visitors and prospects; (b) self-service and free-trial signups that have no separate signed agreement with PSS; and (c) the baseline conduct obligations of all End Users. Where a signed MSA, Order Form, or DPA exists, Section 4 governs precedence.

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3. Eligibility, authority to bind, and age

3.1 **Authority to bind.** If you accept these Terms or use the Service on behalf of an organization, you represent and warrant that you are at least 18 years old and that you have the authority to bind that organization to these Terms. In that case, "you" and "your" refer to that organization (the Customer).

3.2 **Age.** The Service is intended for business and organizational use and is **not** directed to children. You must be at least 18 years old to create an account. The Service is not intended for, and PSS does not knowingly collect information from, children under

13. If you are a minor in your jurisdiction, you may not use the Service except through, and with the supervision and consent of, a Customer that is legally responsible for you.

3.3 **No prohibited persons.** You represent that you are not barred from receiving the Service under applicable law (see Section 23).

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4. Relationship to signed agreements; order of precedence

4.1 **Signed agreements control.** If a Customer and PSS have entered into a signed MSA, Order Form, or DPA, that signed agreement governs that Customer's use of the Service and controls over these Terms to the extent of any conflict.

4.2 **Order of precedence.** In the event of a conflict among the governing documents, the following order of precedence applies (highest first):

1. A signed **MSA** and any **Order Form** (the Order Form controls over the MSA for terms specific to that order);
2. The **DPA**;
3. These **Terms of Service**;
4. The **AUP**;
5. The **Privacy Policy** and any **SLA** (except that the DPA and Privacy Policy control over all of the above with respect to the processing of personal data).

4.3 **Scope of these Terms.** Absent a signed MSA or Order Form, these Terms (together with the AUP, DPA, and Privacy Policy) are the complete agreement between you and PSS for your use of the Service.

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5. Geographic availability and local-law compliance

The Service is operated from the United States and hosted on Amazon Web Services in the US West (Oregon, us-west-2) region, with primary processing in the United States. We make no representation that the Service is appropriate or available for use in any particular location. Those who access the Service do so on their own initiative and are responsible for compliance with all applicable local, state, national, and international laws and regulations. Access to the Service from jurisdictions where its content or use is illegal is prohibited.

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6. Accounts, credentials, and security responsibilities

6.1 **Accurate information.** You agree to provide true, accurate, current, and complete registration information and to keep it updated.

6.2 **Credential security.** You are responsible for safeguarding your account credentials and for all activity under your account. We strongly recommend enabling multi-factor authentication (MFA) and, where offered, single sign-on (SSO). You must keep passwords confidential and not share credentials.

6.3 **Customer responsibility for users.** A Customer is responsible for: (a) configuring roles and permissions (Admin, Lead, Member, Viewer, and others); (b) the acts and omissions of its Authorized Users; and (c) ensuring its Authorized Users comply with these Terms and the AUP. Any act or omission by an Authorized User that would breach these Terms is deemed a breach by the Customer.

6.4 **Compromise notification.** You must notify us promptly at **security@logistaresponse.com** if you suspect any unauthorized access to or use of the Service, any account, or any credentials.

6.5 **Username rights.** We reserve the right to remove, reclaim, or change a username or account identifier we determine, in our reasonable discretion, to be inappropriate, infringing, or otherwise objectionable.

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7. License to use the Service

Subject to your compliance with these Terms and timely payment of applicable fees, PSS grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the subscription term, to access and use the Service and Documentation solely for the Customer's internal business operations and within the scope of the applicable Order Form. PSS reserves all rights not expressly granted.

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8. Usage restrictions

You will not, and will not permit any Authorized User or third party to:

- copy, modify, or create derivative works of the Service or Documentation, except as expressly permitted;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, underlying ideas, or algorithms of the Service, except to the extent this restriction is prohibited by applicable law;
- rent, lease, sell, sublicense, distribute, or provide the Service to third parties, or use it as a service bureau, time-sharing arrangement, or outsourcing service for the benefit of third parties;
- access or use the Service to build, train, or benchmark a competing product or service, or for competitive analysis;
- exceed the user, volume, storage, API-call, or other usage limits set out in the applicable Order Form or Documentation;

- introduce malware, interfere with or disrupt the integrity or performance of the Service, or attempt to gain unauthorized access to the Service or related systems;
- remove, obscure, or alter any proprietary notices; or
- use the Service in violation of the AUP, applicable law, or third-party rights.

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9. Acceptable Use Policy

Your use of the Service is governed by the **Acceptable Use Policy (AUP)**, which is incorporated into these Terms by reference. The AUP describes prohibited activities and content in detail. To the extent of any conflict between the AUP and these Terms regarding acceptable use, the AUP controls. We may update the AUP from time to time as described in Section 37.

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10. Subscriptions, Order Forms, term, and renewal

10.1 **Subscriptions.** Access to the Service is sold on a subscription basis. The subscription plan, quantities, features, fees, billing frequency, and term are specified in the applicable Order Form or, for self-service signups, at the point of purchase.

10.2 **Subscription term.** Each subscription begins on the start date in the Order Form and continues for the term stated there (the "**Subscription Term**").

10.3 **Auto-renewal.** Unless the Order Form states otherwise, subscriptions **automatically renew** for successive periods equal to the initial Subscription Term (or one year, whichever is shorter), at then-current fees, **unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.**

10.4 **Changes to subscriptions.** Adding users or capacity mid-term will be billed at the rates in the applicable Order Form, prorated for the remainder of the term unless otherwise agreed.

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11. Fees, payment, taxes, and late payment

11.1 **Fees.** You agree to pay all fees specified in the applicable Order Form or at the point of purchase. Except as expressly stated, fees are non-cancelable and based on subscriptions purchased, not actual usage.

11.2 **Payment.** Fees are payable in **U.S. dollars (USD)**. For self-service purchases, you authorize PSS and its third-party payment processor to charge your designated payment method on a **recurring basis** for the subscription and any renewals until you

cancel as permitted. You represent that you are authorized to use the payment method provided.

11.3 **Price changes.** We may change fees for renewal terms by giving notice at least thirty (30) days before the end of the then-current term. Changes take effect at renewal.

11.4 **Taxes.** Fees are exclusive of taxes. You are responsible for all sales, use, value-added, and similar taxes, excluding taxes on PSS's net income. If PSS is required to collect such taxes, they will be added to your invoice.

11.5 **Late payment and suspension.** Undisputed amounts not paid when due may accrue interest at the lower of 1.5% per month or the maximum permitted by law. If amounts are more than thirty (30) days overdue, PSS may, after providing notice, **suspend the Service** until amounts are paid (see Section 31).

11.6 **Pricing errors.** Prices and product descriptions are subject to correction. If a pricing or description error is identified, we reserve the right to correct it and to cancel or decline any order placed based on the erroneous information.

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12. Refunds

Except as expressly provided in an applicable Order Form, MSA, or required by non-waivable law, **all fees are non-refundable, and subscriptions are non-cancelable for the then-current term.** Refunds, credits, and cancellation rights, if any, are governed by the applicable Order Form or MSA. This replaces any "all sales final" consumer policy from prior versions; the controlling subscription terms govern.

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13. Free trials, beta, and evaluation features

13.1 **Trials and beta.** We may offer free trials, beta releases, or evaluation features ("**Trial/Beta**"). Trial/Beta access is provided for the period and purpose we designate and may be modified, suspended, or discontinued at any time.

13.2 **"AS IS." TRIAL/BETA FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND AND WITHOUT ANY SLA OR SUPPORT COMMITMENT.** Our liability for Trial/Beta is subject to Section 28 and, to the extent permitted by law, is limited as set out there. You are responsible for exporting any data before a trial ends, after which such data may be deleted.

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14. Customer Content: ownership, license, and responsibilities

14.1 **Ownership.** As between the parties, the **Customer owns and retains all right, title, and interest in and to its Customer Content.** PSS acquires no ownership rights in Customer Content.

14.2 **Limited license to PSS.** The Customer grants PSS a limited, worldwide, non-exclusive, royalty-free license to host, copy, transmit, process, display, and otherwise use Customer Content solely as necessary to: (a) provide, maintain, secure, and support the Service; (b) prevent or address technical, security, or fraud issues; (c) comply with law; and (d) as further described in the **DPA**. **This is the entire scope of PSS's license to Customer Content - PSS does not acquire a perpetual or sweeping license to Customer Content.**

14.3 **Customer responsibilities and warranties.** The Customer is solely responsible for its Customer Content and represents and warrants that: (a) it has all rights, consents, and authority necessary to provide the Customer Content and to grant the license in Section 14.2; (b) the Customer Content and its use of the Service comply with applicable law, the AUP, and third-party rights; and (c) it is responsible for the accuracy, quality, and legality of its Customer Content and the means by which it acquired it.

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15. Data protection and privacy

15.1 **Controller/processor split.** When a Customer uses the Service to run its operations, the **Customer is the controller (business)** of personal data within Customer Content and **PSS is the processor (service provider)**, processing such data on the Customer's documented instructions under the **DPA**. PSS's processing of personal data is described in the **Privacy Policy** and governed by the **DPA**.

15.2 **No regulated data without authorization.** The Service is **not** intended or authorized to serve as a system of record for regulated data - including protected health information (PHI) under HIPAA, cardholder data under PCI-DSS, or similar regulated categories - **unless** a signed Business Associate Agreement (BAA) or DPA expressly permits it. You must not submit such data to the Service except as expressly authorized in writing.

15.3 **Hosting.** Customer Content is hosted in the United States (AWS US West (Oregon, us-west-2)) as described in the Privacy Policy and DPA.

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16. Aggregated and de-identified data

PSS may collect and use aggregated and de-identified data derived from operation of the Service (data that does not identify the Customer, any End User, or any individual) to operate, maintain, secure, analyze, and improve the Service and for related business

purposes. Consistent with the Privacy Policy, PSS: **does not sell Customer Content; does not use Customer Content to train artificial-intelligence or machine-learning models that serve other customers; and does not use Customer Content for cross-context behavioral advertising.** Aggregated and de-identified data is owned by PSS.

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17. Feedback and submissions

If you provide PSS with suggestions, ideas, enhancement requests, or other feedback regarding the Service ("**Feedback**"), such Feedback is non-confidential, and you grant PSS a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, modify, and incorporate the Feedback into the Service and its business without restriction or obligation to you. You represent you have the right to provide such Feedback.

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18. Intellectual property and ownership of the Service

18.1 **PSS ownership.** PSS and its licensors own all right, title, and interest in and to the Service, including all software, code, designs, user interfaces, Documentation, and all related intellectual property rights, as well as the "Logista Response," "PSS," and related names, logos, and marks (the "**Marks**"). Except for the limited license in Section 7, no rights are granted to you.

18.2 **Reservation of rights.** All rights not expressly granted are reserved. Nothing in these Terms transfers ownership of the Service or any improvements, modifications, or derivative works of the Service, all of which are owned by PSS.

18.3 **Marks.** You may not use the Marks without our prior written consent, except as needed to identify your use of the Service as permitted.

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19. Service levels, support, maintenance, and modifications

19.1 **Service levels and support.** If an SLA or support terms are specified in an Order Form or MSA, those terms govern availability and support. Otherwise, PSS will use **commercially reasonable efforts** to make the Service available and to provide support via **support@logistaresponse.com**.

19.2 **Maintenance.** PSS may perform scheduled or emergency maintenance, which may temporarily affect availability. PSS will use commercially reasonable efforts to provide advance notice of scheduled maintenance expected to cause material disruption.

19.3 **Modifications to the Service.** PSS may modify, enhance, or discontinue features of the Service from time to time. PSS will not materially decrease the core functionality of the Service during a paid Subscription Term without providing notice; material changes will be communicated as described in Section 37.

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20. Third-party services, integrations, and sub-processors

20.1 **Third-party services.** The Service may interoperate with or link to third-party websites, products, or services (for example, SSO identity providers, payment processors, and integrations). Those are provided by third parties and governed by their own terms and privacy practices. PSS does not control and is not responsible for third-party services. Your use of them is at your own risk.

20.2 **Sub-processors.** PSS uses sub-processors (including AWS) to provide the Service. PSS's use of sub-processors that process personal data within Customer Content is governed by the **DPA**.

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21. Confidentiality

21.1 **Confidential Information.** "Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is marked or reasonably understood to be confidential, including Customer Content, the non-public features of the Service, pricing, and security information.

21.2 **Obligations.** The Recipient will (a) use Confidential Information only to perform under these Terms, (b) protect it using at least reasonable care, and (c) not disclose it except to its personnel and advisors who need to know and are bound by confidentiality obligations. These obligations do not apply to information that is public through no fault of the Recipient, independently developed, rightfully received from a third party, or required to be disclosed by law (with notice to the Discloser where lawful).

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22. DMCA and copyright complaints

PSS respects intellectual property rights and responds to notices of alleged copyright infringement under the U.S. Digital Millennium Copyright Act (DMCA). If you believe content on the Service infringes your copyright, send a notice containing the information required by 17 U.S.C. § 512(c)(3) to our designated agent:

Copyright Agent - Preston Solutions & Support, LLC 330 Texoma Plains Dr, Conroe, TX 77304, USA Email: **legal@logistaresponse.com**

We may remove allegedly infringing content and terminate repeat infringers in appropriate circumstances.

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23. Export control and sanctions compliance

You represent and warrant that you and your Authorized Users: (a) are not located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions; (b) are not identified on any U.S. government restricted-party list (including OFAC's Specially Designated Nationals list); and (c) will comply with all applicable export-control and sanctions laws, including the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and regulations administered by OFAC. You will not use or export the Service in violation of these laws.

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24. U.S. government end users

The Service and Documentation are "commercial products," "commercial computer software," and "commercial computer software documentation" as those terms are used in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). Consistent with FAR 12.212 and DFARS 227.7202, U.S. government end users acquire only the rights set forth in these Terms. Any use, modification, reproduction, or disclosure by the U.S. government is subject to the restrictions in these Terms.

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25. Anti-corruption and compliance with laws

Each party will comply with all applicable laws in connection with these Terms, including anti-corruption laws such as the U.S. Foreign Corrupt Practices Act. You will not offer or accept any improper payment or benefit in connection with the Service.

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26. Site management

PSS reserves the right, but not the obligation, to: (a) monitor the Service for violations of these Terms or the AUP; (b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms; (c) refuse, restrict, or disable access to any content or feature; and (d) otherwise manage the Service to protect our rights and property and to facilitate proper functioning.

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27. Warranties and disclaimers

27.1 **Limited warranty.** PSS warrants that, during a paid Subscription Term, the Service will perform **materially in accordance with the Documentation**. Your exclusive remedy and PSS's entire liability for breach of this warranty is for PSS to use commercially reasonable efforts to correct the non-conformity and, if PSS cannot do so within a reasonable time, to terminate the affected subscription and refund prepaid, unused fees for the affected period. This warranty does not apply to Trial/Beta features, free access, or issues caused by misuse, Customer Content, or third-party services.

27.2 **DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 27.1, THE SERVICE, SITES, AND ALL CONTENT AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, PSS AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PSS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT IT WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THE SERVICE IS A SOFTWARE TOOL AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT IN EMERGENCY-RESPONSE OPERATIONS.**

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28. Limitation of liability

28.1 **EXCLUSION OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

28.2 **CAP. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE CUSTOMER TO PSS FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR FREE OR TRIAL/BETA ACCESS, PSS'S TOTAL LIABILITY WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US$100).**

28.3 **CARVE-OUTS. THE EXCLUSIONS AND CAP IN SECTIONS 28.1–28.2 DO NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 30;**

(B) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 21 (EXCLUDING CLAIMS RELATING TO CUSTOMER CONTENT, WHICH REMAIN SUBJECT TO THE CAP); (C) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (D) THE CUSTOMER'S PAYMENT OBLIGATIONS; AND (E) LIABILITY ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

28.4 **Allocation of risk.** The parties agree these limitations are an essential basis of the bargain and apply even if a remedy fails of its essential purpose.

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29. Certain state laws

Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages. If those laws apply to you, some or all of the disclaimers and limitations above may not apply, and you may have additional rights. Nothing in these Terms limits any non-waivable statutory rights you may have.

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30. Indemnification

30.1 **By you/Customer.** You will defend, indemnify, and hold harmless PSS and its officers, members, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your Customer Content; (b) your or your Authorized Users' use of the Service in violation of these Terms, the AUP, or applicable law; or (c) your breach of these Terms or of any representation or warranty herein.

30.2 **By PSS.** *Subject to confirmation in the MSA,* PSS will defend the Customer against third-party claims alleging that the Service, as provided by PSS and used in accordance with these Terms, infringes a U.S. patent, copyright, or trademark or misappropriates a trade secret, and will indemnify the Customer for damages finally awarded (or settlement amounts approved by PSS). This obligation excludes claims arising from Customer Content, modifications not made by PSS, combinations with non-PSS products, or use in violation of these Terms. If the Service becomes, or PSS believes it may become, the subject of such a claim, PSS may, at its option, procure the right to continue use, modify the Service to be non-infringing, or terminate the affected subscription and refund prepaid, unused fees. *This Section 30.2 states PSS's entire liability and the Customer's exclusive remedy for IP infringement claims.*

30.3 **Procedure.** The indemnified party will promptly notify the indemnifying party of the claim, allow the indemnifying party to control the defense (with counsel of its choice), and provide reasonable cooperation. No settlement that imposes liability or admission

on the indemnified party may be made without that party's consent (not to be unreasonably withheld).

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31. Term, termination, suspension, and effect

31.1 **Term.** These Terms apply while you access or use the Service and, for Customers, throughout the Subscription Term and any renewals.

31.2 **Termination for breach.** Either party may terminate for the other party's material breach that remains uncured thirty (30) days after written notice. PSS may terminate or suspend immediately for non-payment per Section 11.5.

31.3 **Suspension.** PSS may **suspend** your access immediately, without liability, where PSS reasonably determines that: (a) there is a security threat or actual or threatened unauthorized access; (b) your use violates the AUP, applicable law, or third-party rights, or poses a risk of harm to the Service or others; or (c) required by law or legal process. PSS will use reasonable efforts to limit the scope and duration of any suspension and to notify you where practicable.

31.4 **Effect of termination.** Upon termination or expiration: (a) all licenses granted to you end and you must stop using the Service; and (b) each party will return or destroy the other's Confidential Information except as required to be retained by law.

31.5 **Data export, return, and deletion.** Customers should export their Customer Content (manually or via the API) before closing their account. For a period of **thirty (30) days** following termination or expiration, PSS will, upon the Customer's written request, make Customer Content available for export in a commercially reasonable format. **PSS will delete Customer Content within thirty (30) days of a Customer's deletion request following contract termination, except where retention is required by law.** Deleted records may persist in immutable point-in-time-recovery backup snapshots for up to **35 days**, after which they are unrecoverable; where deletion is not technically feasible within that window, the data is isolated and automatic backup expiration completes the deletion. Account profile and authentication data is anonymised within 90 days of account closure (or earlier, where commercially feasible), as the Privacy Policy describes. This Section is consistent with the **Data Retention Policy**, **Backup Policy**, **Privacy Policy**, and **DPA**.

31.6 **Survival.** Sections that by their nature should survive - including Definitions, fees accrued, Sections 14–18, 21, 27–30, and 33–40 - survive termination.

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32. User data and backups

You are responsible for the Customer Content you enter into the Service and for maintaining your own copies where appropriate to your operations. PSS maintains

routine backups of the Service as described in the Privacy Policy and DPA and uses commercially reasonable measures to protect Customer Content; however, **except as expressly provided in an SLA, MSA, DPA, or non-waivable law, PSS's responsibility for data loss is governed by the warranty, disclaimer, and limitation-of-liability provisions of these Terms.** This Section aligns with PSS's actual backup posture and replaces any blanket no-liability waiver in prior versions.

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33. Dispute resolution; binding arbitration; class-action waiver

> **PLAIN-LANGUAGE SUMMARY (not a substitute for the full text below):** Most disputes between you and PSS must be resolved by **individual binding arbitration**, not in court, and **not as part of a class action**. You may **opt out** of arbitration within **30 days** of first accepting these Terms by emailing us. Either party may still bring qualifying claims in small-claims court and may seek injunctive relief to protect intellectual property. **PLEASE READ THIS SECTION CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.**

33.1 **Informal resolution.** Before initiating arbitration, the parties will attempt to resolve any dispute informally by sending a written description of the dispute to the other party (to PSS at **legal@logistaresponse.com**) and negotiating in good faith for at least **thirty (30) days**.

33.2 **BINDING ARBITRATION. EXCEPT FOR THE EXCEPTIONS BELOW, ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS COMMERCIAL ARBITRATION RULES THEN IN EFFECT.** The arbitration will be conducted by a single arbitrator, seated in **Montgomery County, Texas** (or by videoconference where the parties agree), and conducted in English. Judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

33.3 **CLASS-ACTION WAIVER. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU AND PSS WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. If this class-action waiver is found unenforceable, then the entirety of this arbitration Section will be null and void as to the affected claims.**

33.4 **Exceptions.** This Section does not require arbitration of: (a) claims that qualify for **small-claims court**; or (b) claims seeking **injunctive or other equitable relief** to protect or enforce intellectual property rights or to address unauthorized access, use, or disclosure of the Service or Confidential Information. Such claims may be brought in the courts identified in Section 34.

33.5 **30-DAY OPT-OUT. You may opt out of this arbitration and class-waiver Section by sending written notice to legal@logistaresponse.com within thirty (30) days after you first accept these Terms.** Your notice must include your name, organization, and a clear statement that you opt out of arbitration. Opting out does not affect any other provision of these Terms.

33.6 **Limitations period.** To the extent permitted by law, any claim arising out of or relating to these Terms or the Service must be commenced within **one (1) year** after the claim accrues; otherwise it is permanently barred.

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34. Governing law and venue

These Terms are governed by the laws of the **State of Texas**, without regard to its conflict-of-laws rules. The **United Nations Convention on Contracts for the International Sale of Goods** and the **Uniform Computer Information Transactions Act (UCITA)** do not apply. Subject to Section 33, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **Montgomery County, Texas**, and waive any objection to that venue.

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35. Notices

35.1 **Notices to you.** We may provide notices to you by email to the address associated with your account, by posting within the Service, or by posting on the Sites. Notices are deemed received when sent (email) or posted.

35.2 **Notices to PSS.** Legal notices to PSS must be sent to **legal@logistaresponse.com** and, where a written original is required, to: Preston Solutions & Support, LLC, 330 Texoma Plains Dr, Conroe, TX 77304, USA, Attn: Legal.

35.3 **Departmental contacts.** Privacy: **privacy@logistaresponse.com**; Security: **security@logistaresponse.com**; Support/Billing: **support@logistaresponse.com**.

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36. Electronic contracting and signatures

You consent to transact electronically and agree that your electronic acceptance (including clicking "I agree," signing electronically, or continuing to use the Service) has the same legal effect as a handwritten signature under the U.S. **E-SIGN Act** and the **Uniform Electronic Transactions Act (UETA)**. You agree that records and agreements may be maintained and provided electronically.

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37. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will provide reasonable notice (for example, by email or by posting in the Service) before they take effect. The "Last updated" date and version below reflect the current version. **Your continued use of the Service after changes take effect constitutes acceptance.** If you do not agree to the updated Terms, you must stop using the Service; for Customers, the version in effect at the start of the then-current Subscription Term applies for that term unless a change is required by law or to address a security or legal risk.

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38. Corrections

The Service may contain typographical errors, inaccuracies, or omissions, including in descriptions, pricing, and availability. We reserve the right to correct any such errors and to update information at any time without prior notice.

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39. Force majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, public-health emergencies, war, terrorism, civil unrest, labor disputes, governmental action, internet or utility failures, denial-of-service attacks, or failures of third-party providers (including cloud-hosting providers).

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40. Miscellaneous

40.1 **Entire agreement.** These Terms, together with the AUP, DPA, Privacy Policy, and any applicable MSA/Order Form/SLA, are the entire agreement between you and PSS regarding the Service and supersede all prior or contemporaneous agreements on the subject, subject to the order of precedence in Section 4.

40.2 **Waiver.** A party's failure to enforce a provision is not a waiver of its right to do so later. Waivers must be in writing.

40.3 **Severability.** If any provision is held unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in full force.

40.4 **Assignment.** You may not assign or transfer these Terms or any rights hereunder without PSS's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, provided the successor is not a competitor of PSS. **PSS may assign these Terms** in whole or in part. Any prohibited assignment is void.

40.5 **No agency.** The parties are independent contractors. These Terms do not create any partnership, joint venture, agency, or employment relationship.

40.6 **No construction against drafter.** These Terms will not be construed against either party as the drafter.

40.7 **Headings.** Headings are for convenience only and do not affect interpretation.

40.8 **Third-party beneficiaries.** There are no third-party beneficiaries of these Terms except as expressly stated.

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41. Contact us

Preston Solutions & Support, LLC 330 Texoma Plains Dr, Conroe, TX 77304, USA

Purpose	Email
Legal / general notices	legal@logistaresponse.com
Privacy	privacy@logistaresponse.com
Security	security@logistaresponse.com
Support / billing	support@logistaresponse.com

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42. Revision history

Version	Date	Summary of changes
1.0	June 26, 2026	Initial Terms of Service for Logista Response.
1.1	Oct 29, 2026	§31.5: account profile and authentication data is anonymised on closure, not deleted; backup window corrected from 31 to 35 days. Matches the Privacy Policy and Data Retention Policy.