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Only one law firm per practice area in the U.S. is receiving this recognition, making this award a particularly significant achievement. This honor would not have been possible without the support of our clients, who both enable and challenge us every day, and the fine attorneys of our Transportation & Logistics Practice Group.

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Making Sense of Logistics Service Provider SLAs and KPIs

Counsel for the Road Ahead®

Making Sense of Logistics Service Provider SLAs and KPIs

U.S. Customs Duty Drawback is Changing—It's Time for Importers to Prepare

There's an App for That?: Hot Data-Sharing Technology in the Transportation and Logistics Sector

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On the Horizon



Verlyn Suderman

Many, if not most, agreements between sellers of goods and logistics service providers (LSPs) contain a list of metrics that are used to evaluate various aspects of supply chain or provider performance. In theory, these metrics should provide clarity to both parties about what success in their relationship looks like. In reality, they frequently breed confusion and conflict. How does this well-intentioned undertaking go so wrong so often? In our experience, it usually has something to do with the parties' failure to address thoughtfully and prospectively the questions of purpose and priority,

definitions and methodology, and consequences. In order to avoid these kinds of problems, the contracting parties may want to ask themselves and each other the following questions when developing and documenting their understandings about performance measurement.

1. What do we want from our supply chain?

The effectiveness of a supply chain is determined by how well it enables the brand's success. A supply chain should not exist in a functional vacuum, disconnected in its purpose from the business's core strategic initiatives and objectives. Rather, it should be as closely aligned as possible to the differentiating strategies that the business is pursuing. Ideally, the supply chain function leaders will have been involved in these direction-setting conversations and, as a result, will be able to clearly communicate their vision for organizationally contextualized supply chain excellence. However, even if that is not the case, a best-practice SLA/KPI development process still has to start with those highest-level questions. Moreover, while those questions ultimately need to be answered by the

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Making Sense of Logistics Service Provider SLAs and KPIs

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seller/shipper, that is not to say the LSP should not be involved in the process of identifying first-order success criteria, especially where the LSP has a substantial scope of responsibility and the ability to derive insights from its activities.

The choice of metrics to be emphasized in any particular relationship depends in general terms on the nature of the operation, the nature of the customer's business, and the customer-specific goals and strategic initiatives. Supply chain success may look very different for an established player in a mature, declining market than it will for a start-up in a fast-growing industry segment. At a more day-to-day level, prioritized metrics may be different for a plant-adjacent facility, where avoiding a production line shutdown is paramount, than for an overflow or buffer facility, where storage density may be the main driver of mutual benefit, or a food product mixing center, where timeliness and accuracy in filling retailer orders is the primary focus.

A good provider wants to know what it will take to satisfy its customer, and the customer has every reason to communicate clearly to the provider the handful of expectations and priorities that will make or break the relationship. If the parties apply their best thinking to identify

the selective metrics and targets that will drive the service levels desired by the customer and the compensation desired by the provider, they should never experience what has been called a "watermelon scorecard," where the metrics are green but the customer's overall sense of the provider's performance is negative and red.

2. Who are we measuring and with what consequence?

The consequence for any particular performance level will usually depend on (1) how the performance compares to some relevant, objective standard and (2) the degree to which the LSP is responsible for the activity being measured. If the required performance level relates to an activity entirely within the LSP's scope of work and is modest enough that failing to achieve it would be generally seen as unacceptable throughout the industry, then contract default may be the appropriate consequence. If, on the other hand, the customer wants or needs a measure that spans more than one provider's activities (e.g., "Must Arrive By Date" where there are different providers for warehouse and transportation services), accountability in the form of default-level consequences is much less reasonable.

Sophisticated performance measurement regimes often include two or more categories of metrics, each with different consequences. Such a contract might include the following:

- Core metrics (the 6-10 that are the most important to the business and within the LSP's control), such as:
 - Breach-level thresholds that represent a fairly egregious failure by the LSP to perform competently and may entitle the customer to terminate and/or recover its damages
 - Penalty-level thresholds that represent significantly less-than-expected performance and result in some pre-determined financial penalty to the LSP but not a breach consequence
 - Goal-level thresholds that represent expected and satisfactory performance and do not create any contractual consequence
 - Incentive-level thresholds that represent substantial overachievement and superior performance and entitle the LSP to an additional payment
- Non-core metrics, such as:
 - Other metrics that are either less critical or less suitable for accountability purposes, but still have value for management and informational purposes
 - No contractual consequence except that failure to report may constitute breach

As in the previous section, the goal here is to motivate the LSP to pursue true supply chain optimization, as defined by the customer, by aligning its risks and rewards with the actions desired by the customer.

3. What should our measurement methodology be?

This is the nuts-and-bolts question, and it is often given insufficient attention. Even if the parties intelligently select the metrics that are perfectly tailored to the needs of the business and establish a set of consequences that closely aligns their interests, the system can still fail due to imprecise, flawed or misunderstood

methodology. Ambiguous or sloppy definitions or methodology may be the friend of one party or the other in a given situation, but they are always the enemy of a healthy performance management system.

Questions to be answered related to measurement methodology include:

- What are the business rules and exceptions?
- Whose system provides the calculation inputs? Who does the calculations and reporting?
- What is the measurement period? Is there a cure period?
- To what extent do the required performance levels apply during start-up?
- Under what circumstances are required performance levels subject to adjustment?
- Are there any guiding principles that govern the administration of the performance management regime?

No system will be perfect, but putting in the effort up front to address as many potentially problematic situations as possible is always useful. It may be unrealistic, for example, to expect to define a weather exception to an on-time delivery metric in completely unambiguous terms, but both parties are better off, at least prospectively and relationally, if their definitional work eliminates as much ambiguity as reasonably possible.

In summary, supply chain performance metrics, whether they are called SLAs, KPIs or some other name, can be an invaluable tool in harmonizing the resources and efforts of a seller/shipper and its LSP to create competitive advantage. However, they will fail to deliver on this promise if (1) they are not developed with sufficient knowledge of, or connection to, the seller/shipper's strategic objectives, (2) they do not motivate the right LSP behavior, or (3) they are not defined in such a way that uncertainty in application and opportunity for manipulation are minimized.

For more information, please contact **VERLYN SUDERMAN** at vsuderman@beneschlaw.com or (312) 212-4962.

U.S. Customs Duty Drawback is Changing— It's Time for Importers to Prepare



Jonathan Todd

Since 1789, Congress has allowed importers to apply for refunds amounting to 99% of the duties paid on imported goods if those goods are later exported from the United States. This system, known as duty

drawback, is intended to advance the interest of domestic production and promote a competitive export trade. The rules for application of certain types of drawback will undergo significant change effective on February 24, 2018. Savvy importers will prepare well in advance for the new drawback regime and resulting refunds.

President Barack Obama signed the Trade Facilitation and Trade Enforcement Act of 2015 (TFTEA) into law on February 24, 2016. The TFTEA amends Section 313 of the Tariff Act of 1930 (19 USC § 1313), which governs the drawback of customs duties, taxes and fees, upon the export of imported goods under certain circumstances. This amendment significantly expands the scope and ease of substitute drawback. Specifically, it eliminates the subjective “commercially interchangeable” standard for substitution in favor of allowing drawback for any items classified under the same eight-digit tariff code. It also extends the period of time within which drawback may occur from three to five years between import and export.

Substitution drawback is currently permitted only in the event that the goods imported are deemed “commercially interchangeable” with those exported. The TFTEA will apply a new standard that permits substitution drawback where the imported and exported items each share the same eight-digit classification code under the Harmonized Tariff Schedule for imports and the U.S. Census Bureau Foreign Trade Schedule B for exports. This is a greatly simplified and more objective analysis that conceivably expands the availability of substitute drawback. Additionally, the TFTEA changes the

period in which importers may pair imports with exports for purposes of drawback. U.S. Customs and Border Protection (CBP) will begin accepting drawbacks under the new regime on February 24, 2018, for imports occurring within the prior five years. The right to claim drawback under the new regime will therefore apply to imports dating back as early as 2013, provided that those imports correspond with the classification numbers for the respective exports on which substitution is claimed.

The Secretary of the Treasury, in cooperation with CBP, is charged with promulgating the applicable regulatory amendments to effectuate TFTEA. Treasury and CBP have not initiated rulemaking to date despite the February 24, 2018, effective date. In fact, the National Customs and Forwarders Association of America (NCBFAA) reported on May 8 that CBP is both underfunded and running out of time to achieve implementation of the changes necessary in the Automated Commercial Environment (ACE) system. NCBFAA reports that CBP likewise does not have a contingency plan in the event that it is unable to accept the new drawback claims upon the effective date.

TFTEA is absolutely a win for domestic industry regardless of the bureaucratic obstacles challenging its implementation. It is time for importers to begin updating import processes and drawback strategies to capture what may be significant cost savings due to new substitute drawbacks available under the TFTEA rules. In general, this analysis will involve tariff-level review of historic import and export data dating back to 2013 in order to pair merchandise based on classification and to determine the value of drawback based upon duties paid. Early preparation for these changes is essential to ensure maximum drawbacks beginning in 2018. Waiting too late may have the consequence of quite literally leaving money on the table.

For more information, please contact **JONATHAN TODD** at jtodd@beneschlaw.com or (216) 363-4658.



There's an App for That?: Hot Data-Sharing Technology in the Transportation and Logistics Sector



Stephanie S. Penninger

The availability of app and web-based technology is spreading like a wildfire and becoming a “must have” and “go to” for transportation companies in their efforts to stay relevant

and compete within their industry. Many shippers now require motor carriers to offer sometimes costly app-based technology services to their drivers, and brokers and shippers are prevalently tracking shipments using GPS. Not to mention, Tinder is not the only matchmaking going on. . . shippers and brokers are hooking up with motor carriers to haul their customers' cargo through apps or on websites. Nonetheless, users of newer transportation and logistics technology should bear in mind that the benefits of technology use are not without significant risk, and steps must be taken to mitigate against new exposures.

What is it and what are the benefits?

Vendors now offer users and providers of transportation services GPS-driven crowdsourcing technology products that capture real-time information to map and relay exchanges of information between service users and providers. For instance: uShip matches shippers wanting freight to be transported with carriers to haul the loads; the Ubers of cargo transportation, GlobalTranz and Fleet, help shippers find freight brokers to arrange transportation of domestic and international shipments, respectively; and Trucker Path enables drivers to map routes, locate loads ready to be hauled, find parking, fuel stops and weigh stations, manage loads, view metrics, etc.

If you have sea legs, ships can be chartered through the use of the GetMyBoat app; Maersk and Alibaba are reported to have partnered up to enable shippers to track ocean-going shipments; and Walmart has been experimenting with the use of Blockchain technology to bring traceability and transparency

into its food supply network and better ensure food safety during transport.

New data-sharing technology can also be used for driver and crew onboarding services, temperature monitoring, measuring productivity, and to improve operations and reduce costs generally.

What kind of information do apps and online platforms collect or generate?

The way that these new online and app-based technology platforms work is by sharing information that is oftentimes sensitive. Information collected and shared by apps and online platforms include:

- User names or personal identifying information
- Financial information
- Date and time the vessel, truck, cargo container, or other transportation equipment is in operation or use
- Location of vessel, truck, container or other transportation equipment (as determined by satellite or terrestrial sources)

- Engine hours
- Distance travelled, truck routing, or vessel sailing schedules (including terminal or port arrivals and departures)
- Speed of the carrier

What are the risks?

Sometimes too much information can be harmful, particularly when a transportation company may be imputed with having knowledge of all of the data in its possession or made “available” to it, including data that is used for regulatory compliance.

For instance, if a shipper were to engage and require a freight broker to use an app that collects driver information, including hours of service, and it became apparent, through the app, that the driver was making a delivery for a particular shipper in violation of the driver’s hours of service, the shipper or broker could potentially be imputed with that knowledge. This would be even more detrimental if the driver were to, because of fatigue, cause a truck accident. Arguably, a broker having accessed this abundance of driving information (and perhaps, thereby, being too connected with the driver through the app) could be viewed as having exercised too much control over the driver’s actions, such that the broker could be held responsible for the driver’s actions as if the broker were the driver’s actual employer under a vicarious liability theory.

Further, as with Electronic Logging Devices (ELDs), drivers may be concerned about privacy and harassment issues associated with app use, since some of their personal information is collected through the use of trucking apps. Similarly, carriers may be concerned about their proprietary information being disclosed to their competitors through service providers’ sharing of information with third parties or because of cybersecurity attacks. Email messages oftentimes trick users into downloading malware, allowing criminals to access computer systems to read files, obtain personal and financial information, and send messages from email accounts.

Many data-sharing technology service providers have terms of service and/or “privacy” policies,

to which one agrees by using the app or the services. These terms and conditions and policies typically provide that the service provider cannot guarantee the security of any data disclosed online or through use of the app. Further, these policies shield the service providers from any liability for security breaches unless the breach is caused by the service provider’s negligence. The service provider’s terms may also permit the service provider to share user data with third parties or require disputes arising out of the use of the app to be resolved in foreign countries through the application of foreign law.

In the open seas, GPS tracking of containers on containerhips has reportedly led to higher incidences of cargo theft and cyberattacks interfering with vessel operations. In the event of a cyberattack, Automatic Identification Systems (AISs), Global Navigation Satellite Systems (GNSSs), Electronic Navigational Charts (ENCs), and Electronic Chart Display and Information Systems (ECDISs) charts could disappear from bridge screens or be modified. A compromised AIS, for example, might prevent a ship from providing movement information, create phantom vessels, make it apparent to other AIS users that a vessel was in a false location, or make structures disappear. Similarly, a compromised GPS signal could change a ship’s direction and provide false interpretations of course parameters to the ship’s navigation systems. This could all result in dastardly collisions or allisions and colossal liability exposure for the vessel owners and operators.

Who owns it?

Who owns the data being shared through online app-based and other platforms is typically dictated by the contracts or service provider’s terms and conditions governing the service provider’s and service user’s relationship.

Without a written contract, you could be subjected to the service provider’s one-sided terms and conditions, which oftentimes grant the service provider a nonexclusive, royalty-free, sublicenseable and transferable license to use your data. This use is typically without any obligation on the service provider’s part, and provides the service provider with full

license to use, reproduce, distribute, publish, display, perform, transmit, stream, broadcast, modify and otherwise utilize your data and any modifications and derivatives thereof.

Of course, without negotiating otherwise, a license to use the service provider’s app or online platform is generally much more limited—only for internal business purposes, and the user agrees to indemnify the service provider for any claims that arise from breaching the service provider’s terms and conditions and “applicable law.”

Limiting Exposure

Before using the new technology, confer with professionals. To limit exposure when entering into relationships with app and other online-based data-sharing platform service providers, it is imperative that you ensure that your contract sufficiently protects the ownership of and sharing of a driver’s personal information and company proprietary information, and that you push back on service provider terms and conditions that do not.

Further, information technology personnel can help you minimize the risk of a cybersecurity attack by making sure that you keep a good up-to-date antivirus on all computers. You will also want to be sure to change operational-systems passwords often, and be aware of and limit access to and the use of computer systems. Be sure that “sensitive data” is stored only on hard drives and not on the network whenever possible, block websites that are known common malware points of entry, use a secure web portal for online transactions requiring the use of log-in credentials, limit use of bill pay, online banking, and similar activities, particularly when on board vessels. It is also important to inform crew members and truck drivers about the prudent use of social media so that personal identifying and corporate proprietary information is not shared to third parties.

It is also advisable to establish a privacy and data security governance program, assigning roles and responsibilities to corporate personnel, and developing a training program identifying security data breach risks and measures for

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Ready for what's next.

BENESCH WELCOMES WAREHOUSING AND LOGISTICS ATTORNEY

Benesch is pleased to announce that **Verlyn Suderman** has joined the firm.



Verlyn Suderman

Of Counsel, Transportation & Logistics Practice Group
Chicago

Verlyn Suderman joins Benesch as Of Counsel in the Transportation & Logistics Practice Group. Previously, he served for almost 20 years as in-house counsel for two prominent third-party logistics providers, and as General Counsel for most of that time, providing strategic direction and guidance as a key member of senior management. Verlyn brings a businessperson's perspective to the practice of law, having had responsibility not only for law and regulatory functions but also for real estate, strategy, relationship management, pricing and operations, at various times during those 20 years. Verlyn's practice at Benesch will focus on representing and advising a wide variety of supply chain-related entities, including third-party logistics providers, carriers, regional and national shippers, and material handling and packaging companies. He has experience with 3PL and carrier agreements, strategic sourcing, industrial real estate leases, regulatory compliance, litigation and claims management, and employee relations.

Verlyn is actively involved with a number of supply chain-related trade organizations and is a past member of the Legal & Insurance Committee of the International Warehouse Logistics Association (IWLA).

Verlyn received his J.D. from the DePaul University College of Law, his M.B.A. from the Northwestern University Kellogg School of Management, and his B.S. from the University of Pennsylvania, The Wharton School. For full bio, please [click here](#).

vsuderman@beneschlaw.com | (312) 212-4962

Since January 2015, Benesch has welcomed over 78 new attorneys, 35 staff members and opened a new office in Chicago. The strategic addition of these attorneys and offices is another step in executing the firm's aggressive growth plan and goal to continuously enhance the quality of service provided to clients.

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Between the Clouds: Best Practices for Selecting Hosted Solutions in the Transportation and Logistics Industry



Jonathan Todd



Justin P. Clark

Transportation and logistics providers are increasingly adopting cloud technology to bring connectivity and scale to their core operating systems. This trend will continue for the foreseeable future. The Cisco Global Cloud Index projects that 92% of workload will be processed using cloud data centers by 2020. Cloud services offer many practical benefits to the lightning pace of today's global supply chains; however, they present a number of unique legal risks that may be unfamiliar. Fortunately, proper due diligence into vendors and knowledgeable negotiation of services contracts can help prevent the sunny skies of cloud computing from becoming thunderstorms.

The relative “newness” of cloud computing is appealing to industries that are time sensitive, data driven and geographically expansive, such as the transportation, logistics, warehousing and distribution sectors. Cloud computing simply refers to accessing information that is stored elsewhere by means of the internet through a third-party provider. Many vendors across a wide range of industries utilize the cloud to run applications and deliver services to customers in a few different ways. The largest and most common cloud service market is known as Software as a Service (SaaS). SaaS solutions are third-party managed applications that are accessed by the customer via the internet. Any data entered into and stored by the cloud-hosted solution will be physically stored on a third-party's server even though it can be accessed anywhere. This certainly adds accessibility, along with a degree of disaster

recovery and business continuity benefits, yet it raises certain other areas of risk that are not associated with traditional software licenses.

Many do not realize that traditional hardware and upstream service providers work behind the scenes, often hidden from view, to make the groundbreaking functionality of cloud services work correctly. This maze of equipment, proprietary code and providers can take on characteristics similar to the “double brokering” scenarios that transportation and logistics professionals are all too familiar with. It is critically important to understand what you are purchasing, and from whom you are purchasing, when placing your enterprise's entire operational capabilities online through a hosted TMS, WMS or other core system.

Take time and conduct adequate due diligence when sourcing application and services vendors. In very simple terms, transportation and logistics companies should understand how data will flow through the system like freight through a supply chain. The following subjects are well worth discussion with your prospective vendors before you sign on with them and write a check.

Key Questions to Ask Cloud Application and Services Vendors

- **Location**—Where is your data stored? In the cloud . . . right? No, it will be on a server that is physically located somewhere in the world. You need to find out where, including the specific facility address, how many other customers will have data on the same server, whether the data will be moved to other countries, and whether the location and equipment is owned or leased by the vendor. It is often the case that the vendor doesn't actually host your data, despite what you may believe, and instead uses a third-party data center. You don't want to find that your data was actually hosted overseas, by disreputable providers, where laws regarding privacy may vary and U.S. export controls may be triggered!

- **Prevention**—What data-security systems are in place? The vendor should have security policies that are industry standard and recognize certain regulations. You should also consider the vendor's disaster recovery plans and breach notification procedures. You don't want to find yourself in the headlines due to a data breach, without your operating system for an extended period of time, or liable for a breach of your customer contracts. The vendor should allow for audits and penetration testing of facilities and systems to confirm its representations.

- **Protection**—Will the vendor or other customers access or use your data? Who will see your data? Will your sensitive data be encrypted? Should it be? Will your data be treated as confidential information? Does the vendor sell your data, in the aggregate or otherwise? Will the vendor claim ownership in your data? Will you receive the data following termination of your contract? How fast? Who pays for the transition services to move the data to another vendor? These are all questions you need to ask. You don't want to learn that the vendor or your competitors were using your data against your interest—and now claim that they own rights to it.

- **Uptime Guarantees**—Does the vendor guarantee that you will have access to your critical software solution without interruption? The vendor should have clear service-level agreements with uptime commitments, response and resolution times, and remedies in the form of termination rights and credits or refunds.

Once you have found a vendor you are comfortable with, it is important to carefully read and negotiate the contract for your license or subscription service. Most reputable vendors will entertain your requested changes and additions to contract language, and many will make those changes prior to signing. You may want to

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WHAT'S
TRENDING

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There's an App for That?: Hot Data-Sharing Technology in the Transportation and Logistics Sector

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protecting against those risks. Information retention and destruction policies should be included in the program. Obtain buy-in from the top down within your company. Determine who will need to know about any data breach that occurs and how you will notify those entities and individuals, both internally and externally. The privacy and data security governance program should be flexible and updated periodically. It should also be audited to determine where any gaps exist so that they can be fixed.

In some sense, the use of apps and online portals for sharing data and information puts freight brokers at greater arm's length from the contract carriers' drivers—where they need to be (you do not want to contact drivers directly to determine shipment status, location, etc.). However, arranging for communications between brokers and motor carriers' dispatch personnel through app-based and similar technology, in lieu of drivers, is preferable.

When using GPS technology, shippers and brokers should not hold out or represent, in

applicable agreements, on their websites or otherwise, that they are providing or will provide "control" or a tracking device. Instead, indicate that the carrier may provide a vehicle equipped with the device and the recorded tracking information or that you have the ability to track or monitor shipments (i.e., the cargo itself and not the driver or vehicle) through the carrier's transportation of the shipment. Indicate in the shipper/carrier and broker/carrier agreements that the carrier will use and install a tracking device and relay shipment-monitoring information to you as the broker or shipper. The carrier should be left to determine the details as to how it will track shipments and relay the recorded information to the broker or shipper.

For more information, please contact **STEPHANIE S. PENNINGER** at spenninger@beneschlaw.com or (312) 212-4981.

Research assistance provided by **TREVOR J. ILLES**.

Between the Clouds: Best Practices for Selecting Hosted Solutions in the Transportation and Logistics Industry

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consider other vendors if a vendor is unwilling to negotiate with you or provide credible answers that meet your needs. The terms you accept should both address and be consistent with your complete understanding of the key questions above, otherwise you could put your company at risk for service interruption, loss of data, and the resulting increase in cost and loss of business.

Additionally, make sure that the commercial terms (price, number of user seats, data volume) align with your expectations, that the functionality (connectivity, visibility, data analysis, reporting, internal and external interfaces) is completely spelled out and

adequately meets your needs, and that there are no extra-contractual (such as online) terms and conditions incorporated by reference. The most important issues that arise in contract negotiations with cloud service vendors involve indemnification, limitations of liability and warranties. Consult with an attorney familiar with your business and cloud solutions if you are ever in doubt of whether you are protected in your cloud provider relationships.

For more information, please contact **JONATHAN TODD** at jtodd@beneschlaw.com or (216) 363-4658, or **JUSTIN P. CLARK** at jclark@beneschlaw.com or (216) 363-4616.

RECENT EVENTS

Columbus Roundtable of the Council of Supply Chain Management Professionals Annual Transportation Panel

Marc S. Blubaugh moderated "Transportation & Logistics in 2017: If You Don't Know Where You're Going, You Might Not Get There!"

January 12, 2017 | Columbus, OH

Transportation Intermediaries Association (TIA) Webinar

Stephanie S. Penninger presented *Perish the Thought: The Challenge of Transporting Food – Part 2*.

January 17, 2017 | WEBINAR

Transportation Lawyers Association (TLA) Chicago Regional Seminar

Marc S. Blubaugh, Kevin M. Capuzzi, Stephanie S. Penninger, Jonathan Todd, Brittany L. Shaw, Christopher J. Lalak and Eric L. Zalud attended.

January 19–20, 2017 | Chicago, IL

SMC 3 Jump Start

Martha J. Payne attended.

January 23–25, 2017 | Atlanta, Georgia

Intermodal Association of North America (IANA) Board Meeting

Marc S. Blubaugh attended as Outside General Counsel.

January 25, 2017 | Atlanta, GA

BG 2017 Strategic Advisors Supply Chain Conference

Eric L. Zalud presented *Top 10 Regulatory and Technological Pitfalls in Buying a Transportation Business*.

Peter K. Shelton and Michael J. Mozes attended.

January 25–27, 2017 | Palm Beach, FL

Trip Captive Insurance Board of Directors Meeting

Matthew J. Selby attended.

January 31, 2017–February 1, 2017 | San Antonio, TX

American Conference Institute 6th Annual Forum on Admiralty and Maritime Claims and Litigation

Stephanie S. Penninger presented *Sharing Economy and Boats: What Has Been the Insurance Industry and Regulator's Response So Far and Is a Standard of Care Developing for This Industry?*

January 31, 2017 | Miami, FL

Cargo Logistics Canada

Martha J. Payne attended.

February 8–9, 2017 | Vancouver, B.C.

Stifel 2017 Transportation & Logistics Conference

Marc S. Blubaugh and Eric L. Zalud attended.

February 14–15, 2017 | Key Biscayne, FL

NTTC's Winter Membership Meeting

Richard A. Plewacki attended.

February 15–17, 2017 | Rancho Mirage, CA

BB&T Capital Markets Transportation & Logistics Conference

Marc S. Blubaugh and Eric L. Zalud attended.

February 15–16, 2017 | Coral Gables, Florida

Transportation Law and Finance Symposium at the Traffic Club of Lehigh Valley

Stephanie S. Penninger presented *Hot Transportation Topics for 2017 and What's on the Regulatory Horizon*.

February 21, 2017 | Easton, PA

Intermodal Interchange Executive Committee Meeting

Marc S. Blubaugh attended as Outside General Counsel.

February 23, 2017 | Calverton, MD

American Moving and Storage Association Annual Education Conference & Expo

Richard A. Plewacki and Jonathan Todd attended.

February 26, 2017–March 1, 2017 | Palm Springs, CA

International Warehouse Logistics Association Annual Conference

Marc S. Blubaugh and Christopher J. Lalak presented *The Sanitary Transportation Rule Under the Food Safety Modernization Act*.

March 19–21, 2017 | Palm Springs, CA

Transportation & Logistics Council 43rd Annual Conference "Education for Transportation Professionals"

Martha J. Payne presented *Insurance and Risk Management—How to Avoid Surprises*. Eric L. Zalud presented *Outsourcing – 3rd Party or Partner?* Jonathan Todd and Kelly E. Mulrane also attended.

March 20, 2017 | Henderson, NV

Truckload Carriers Association 79th Annual Convention

Richard A. Plewacki, Christopher J. Lalak and Stephanie S. Penninger presented *The Trail of Breadcrumbs – How to Manage Compliance with the FSMA's New Requirements*.

March 26–29, 2017 | Nashville, TN

National Customs Brokers and Forwarders Association of America (NCBFAA) Annual Conference

Jonathan Todd attended.

April 2–6, 2017 | New Orleans, LA

Trucking Industry Defense Association Cargo Claims Seminar

Marc S. Blubaugh presented *Between Trapezes: Brokers and Cargo Claims*.

April 5, 2017 | Temple, AZ

Transportation Intermediaries Association (TIA) - 2017 Capital Ideas Conference & Exhibition

Marc S. Blubaugh, Martha J. Payne, Stephanie S. Penninger and Eric L. Zalud attended. Martha J. Payne presented *Did You Hear the One about the Attorney?*

Eric L. Zalud presented a panel titled *Kicking the Tires: Assessing and Choosing on an Asset Based or Non-Asset Based Business Mode*. Stephanie S. Penninger moderated a panel discussion called *The Intricacies of Multi Modal Transportation*.

April 5–7, 2017 | Las Vegas, NV

National Shippers Strategic Transportation Council Annual Conference

Marc S. Blubaugh presented *Pennywise or Pound Foolish? Best Practices in Transportation Contracting*.

April 10, 2017 | Orlando, FL

Indiana Motor Truck Association Spring Summit

Stephanie S. Penninger presented *Follow the Trail of Breadcrumbs – How to Manage FMSA*.

April 24, 2017 | Indianapolis, IN

Transportation Lawyers Association (TLA) Executive Committee Meeting

Marc S. Blubaugh and Eric L. Zalud attended.

April 26, 2017 | Santa Fe, NM

Transportation Lawyers Association (TLA) Annual Conference

Marc S. Blubaugh presented *Well . . . Isn't that Special? What You Need to Know About Representing Specialized*

Carriers. Martha J. Payne, Richard A. Plewacki, Stephanie S. Penninger and Eric L. Zalud attended.

April 26–29, 2017 | Santa Fe, NM

ABA TIPS Section Conference

Stephanie S. Penninger presented *Anatomy of an Emergency Response – In-House Counsel, Government, and Insurance in the Golden Hour*. Kelly E. Mulrane attended.

April 28, 2017 | Chicago, IL

2017 NTTC 69th Annual Conference & Exhibits

Stephanie S. Penninger attended.

April 30–May 2, 2017 | Chicago, IL

National Private Truck Council (NPTC) Conference

Kelly E. Mulrane attended.

April 30–May 2, 2017 | Cincinnati, OH

Warehousing Education & Research Council (WERC) Annual Conference

Verlyn Suderman attended.

May 1–3, 2017 | Fort Worth, TX

IANA's Operations and Maintenance Business Meeting and Board Meeting

Marc S. Blubaugh attended.

May 3–4, 2017 | Chicago, IL

Customized Logistics & Delivery Association (CLDA) Annual Conference

Richard A. Plewacki and Matthew J. Selby attended.

May 3–5, 2017 | Orlando, FL

Maritime Lawyers Association of the United States Spring Meetings

Stephanie S. Penninger and Kelly E. Mulrane attended.

May 3–5, 2017 | New York, NY

American Trucking Associations Leadership Meeting

Richard A. Plewacki, Matthew J. Selby and Jonathan Todd attended.

May 7–10, 2017 | San Antonio, TX

Ohio Trucking Association Webinar

Marc S. Blubaugh presented *Freight Broker Contracts and Insurance Considerations*.

May 18, 2017

Juvenile Products Credit Group

Marc S. Blubaugh presented *Eliminating That Millstone Around Your Neck: A Practical Primer on Shortage Claims*.

May 24, 2017 | Chicago, IL

Columbus Logistics Conference 2017

Marc S. Blubaugh and Thomas B. Kern presented

Read the Fine Print: Transportation Contracting.

June 1, 2017 | Columbus, OH

Air Cargo Conference

Jonathan Todd presented *Protecting Profits From Running Out The Door: Negotiating Shipper Contracts Without Losing The Deal*. Martha J. Payne, David M. Krueger and Robert Lewis attended.

June 4–7, 2017 | Orlando, FL

Ohio Trucking Association Safety Council

Marc S. Blubaugh, Kelly E. Mulrane and Matthew J. Selby presented *The Best Defense is A Good Offense: Proactive Responses to Catastrophic Accidents*.

June 8, 2017 | Columbus, OH



ON THE HORIZON

Conference of Freight Counsel

Martha J. Payne and Eric L. Zalud are attending.
June 11–12, 2017 | Jupiter, FL

The Truckload Carriers Association 22nd Annual Independent Contractor Division Meeting

Matthew J. Selby is attending.
June 12, 2017 | Kansas City, MO

IANA's Intermodal Interchange Executive Committee Meeting

Marc S. Blubaugh is attending.
June 13–14, 2017 | Ponte Vedra, FL

The Annual Workforce Builders Conference

Matthew J. Selby is attending.
June 13–14, 2017 | Kansas City, MO

Eye for Transport 3PL & Supply Chain Summit

Eric L. Zalud is presenting *Risk Management Issues in the Transportation & Logistics Sector*. Stephanie S. Penninger and Verlyn Suderman are attending.
June 14–16, 2017 | Chicago, IL

The Transportation Loss Prevention & Security Administration (TLP&SA) Supply Chain Cargo & Security Summit

Eric L. Zalud is speaking on freight loss and damage liability issues.
June 29–30, 2017 | Jersey City, NJ

The Transportation Lawyers Association (TLA) Strategic Planning Task Force Meeting & Executive Committee Retreat

Marc S. Blubaugh, Stephanie S. Penninger and Eric L. Zalud are attending.
June 30–July 1, 2017 | Pittsburgh, PA

International Association of Defense Counsel Annual Meeting

Eric L. Zalud is attending.
July 9–12, 2017 | Québec City, Québec Canada

American Trucking Association General Counsel's Forum

Marc S. Blubaugh and Eric L. Zalud are presenting *Recent Developments in Freight Charge Collection Matters & Related Factoring Issues*. Michael D. Stovsky and Kal K. Shah are presenting *Patent and Privacy Law: Updates Impacting Transportation and Logistics*. Matthew J. Selby is attending.
July 18, 2017 | Beaver Creek, CO

Women's Food Services Forum Executive Summit

Stephanie S. Penninger is attending.
July 24–26, 2017 | Denver, CO

NTTC Summer Membership Meeting

Richard A. Plewacki is attending.
July 26–28, 2017 | Bretton Woods, NH

American Bar Association Admiralty and Maritime Law Committee Meeting

Stephanie S. Penninger is moderating a maritime insurance panel.
August 10–13, 2017 | New York, NY

Trip Captive Insurance Board of Directors Meeting

Matthew J. Selby is attending.
August 23–24, 2017 | Southampton, Bermuda

Intermodal Association of North America Expo

Marc S. Blubaugh, Martha J. Payne and Stephanie S. Penninger are attending.
September 17–19, 2017 | Long Beach, CA

For further information and registration, please contact **MEGAN PAJAKOWSKI**, Client Services Manager, at mpajakowski@beneschlaw.com or (216) 363-4639.

Transportation & Logistics Group

For more information about the
Transportation & Logistics Group,
please contact any of the following:

ERIC L. ZALUD, Chair | (216) 363-4178
ezalud@beneschlaw.com

MARC S. BLUBAUGH, Co-Chair | (614) 223-9382
mblubaugh@beneschlaw.com

MICHAEL J. BARRIE | (302) 442-7068
mbarrie@beneschlaw.com

KEVIN M. CAPUZZI | (302) 442-7063
kcapuzzi@beneschlaw.com

MATTHEW D. GURBACH | (216) 363-4413
mgurbach@beneschlaw.com

JENNIFER R. HOOVER | (302) 442-7006
jhoover@beneschlaw.com

THOMAS B. KERN | (614) 223-9369
tkern@beneschlaw.com

PETER N. KIRSANOW | (216) 363-4481
pkirsanow@beneschlaw.com

DAVID M. KRUEGER | (216) 363-4683
dkrueger@beneschlaw.com

CHRISTOPHER J. LALAK | (216) 363-4557
clalak@beneschlaw.com

ANDI M. METZEL | (317) 685-6159
ametzell@beneschlaw.com

MICHAEL J. MOZES | (614) 223-9376
mmozess@beneschlaw.com

KELLY E. MULRANE | (614) 223-9318
kmulrane@beneschlaw.com

LIANZHONG PAN | (011-8621) 3222-0388
lpand@beneschlaw.com

MARTHA J. PAYNE | (541) 764-2859
mpayne@beneschlaw.com

STEPHANIE S. PENNINGER | (317) 685-6188
spenninger@beneschlaw.com

JOEL R. PENTZ (Of Counsel) | (216) 363-4618
jpentz@beneschlaw.com

RICHARD A. PLEWACKI | (216) 363-4159
rplewacki@beneschlaw.com

MATTHEW (Matt) J. SELBY | (216) 363-4458
mjelby@beneschlaw.com

PETER K. SHELTON | (216) 363-4169
pshelton@beneschlaw.com

VERLYN SUDERMAN (Of Counsel) | (312) 212-4962
vsuderman@beneschlaw.com

CLARE TAFT (Of Counsel) | (216) 363-4435
cftaft@beneschlaw.com

JOSEPH G. TEGREENE | (216) 363-4643
jtegreene@beneschlaw.com

JONATHAN TODD | (216) 363-4658
jtodd@beneschlaw.com